

THIS INSTRUMENT PREPARED BY
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**DECLARATION OF CONDOMINIUM
OF
BEACHSIDE AT THE COLONY, A CONDOMINIUM**

This Declaration of Condominium is made this 10th day of December, 2015, by **THE 13TH COLONY, LLC**, a Florida limited liability company ("Declarant").

1. The Condominium.

1.1 Submission of Real Property to Condominium Ownership. Declarant is the owner of the lands described in **Exhibit "A"** attached hereto and by this reference incorporated herein. By this Declaration, the Declarant submits the real property described in **Exhibit "A"** to the condominium form of ownership in the manner provided in the Condominium Act.

1.2 Name and Address. The name of the Condominium is **Beachside At The Colony, A Condominium**, and the address for the condominium is 131-138 Ponte Vedra Colony Circle, Ponte Vedra Beach, Florida 32082.

2. Definitions. Unless the context otherwise requires, the terms used in this Declaration of Condominium and its exhibits shall have the meanings defined in this paragraph.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.2 "Association" means the entity that is responsible for the operation of the Condominium, Beachside At The Colony Condominium Association, Inc., a not-for-profit Florida corporation, and its successors.

2.3 "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.

2.4 "Common Elements" means the portions of the Condominium Property which are not included in the Units, and the items set forth in paragraph 3.5 hereof whether or not located within a Unit.

2.5 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association including the expenses of the operation, maintenance, repair or replacement of the Common Elements, the cost of carrying out the powers and duties of the Association, and all expenses and assessments properly incurred by the Association for the Condominium and the Unit Owners.

2.6 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

- 2.7 "Condominium" means **Beachside At The Colony, A Condominium**, as created by this Declaration, and all amendments to this Declaration.
- 2.8 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.
- 2.9 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.
- 2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which are appurtenant to the Unit.
- 2.11 "County" means **St. Johns** County, Florida.
- 2.12 "Declarant" means **The 13th Colony, LLC**, a Florida limited liability company, having its address at 1102 A1A North, Suite 102, Ponte Vedra Beach, Florida 32082.
- 2.13 "Declaration" means this Declaration of Condominium of **Beachside At The Colony, A Condominium**, as the same may be amended from time to time.
- 2.14 "Institutional First Mortgagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders, the Federal National Mortgage Association, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, their successors and assigns as the holders of first mortgages on portions of the Condominium Property.
- 2.15 "Insurance Trustee" shall have the meanings set forth in paragraph 8.5 hereof.
- 2.16 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.
- 2.17 "Reasonable Attorneys' Fees" means reasonable fees incurred for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then all fees incurred in trial or administrative proceedings and all appellate review of the same.
- 2.18 "Regulations" means the rules and regulations for the use and operation of the Condominium Property adopted by the Association from time to time in accordance with the By-Laws and this Declaration.
- 2.19 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to

prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.20 "Unit" means a part of the Condominium Property that is subject to exclusive ownership as described in paragraph 3.4 of this Declaration.

2.21 "Unit Owner" or "Owner of Unit" means the record owner of legal title to a Condominium Parcel.

2.22 "Utility Services" means all utility services typically provided to a residential dwelling unit including but not limited to electricity, telephone, water, wastewater disposal, natural gas or liquified petroleum, cable television, security systems and communication systems.

3. Development Plan. The Condominium contains one (1) residential building with a total of eight (8) Units in the Condominium. The Condominium is described and established as follows:

3.1 Survey, Plot Plan and Graphic Description. A survey of the land described in **Exhibit "A"** and a graphic description of the improvements located thereon are attached hereto as **Exhibit "B"** and by this reference incorporated herein, which together with the provisions of this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.2 Certificate of Surveyor. Construction of the Condominium is substantially complete. Attached hereto as **Exhibit "C"** is a certificate of a surveyor authorized to practice in the State of Florida, stating that the Exhibits referred to in subparagraph 3.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described has been substantially completed, and that all planned improvements, including landscaping, Utility Services and access to Units, and Common Element facilities servicing such Units have been substantially completed so that there can be determined therefrom the identification, location and approximate dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit.

3.3 Easements. Each of the following non-exclusive easements is reserved through the Condominium Property as a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Condominium Property from the Condominium.

(a) Utilities. An easement for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services, trash removal and drainage to one or more Units or the Common Elements. Provided, however, easements through or across a Unit shall be limited to those areas shown on the approved plans and specifications for construction of the Unit or the building containing the Unit, or as the Unit or building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress. A non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, walkways and lanes, and like passageways that may from time to time exist upon the Common Elements, and a nonexclusive easement for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but this easement shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(d) Declarant. All rights and easements necessary or convenient to complete the development and sale of the Condominium and to maintain a rental program for unsold Units are reserved to the Declarant until such time as Declarant has: (i) completed all of the improvements contemplated by this Declaration; (ii) sold all of the Units contained within the Condominium Property, (whether or not unsold Units are being held for sale in the ordinary course of business); and (iii) terminated its rights to use portions of the Common Elements as sales and rental offices and unsold Units as model display units or offices for the rental or sale of Units in the Condominium. These easements include, but are not limited to: (A) easements for ingress and egress and parking; (B) the establishment, modification and use of new or existing right-of-ways and parking areas and the installation or modification of Utility Services, including the right to grant utility easements to governmental authorities or public or private utilities companies; and (C) the use of the common areas as rental, sales, and management offices and sales display areas, and the use of Units as model units and sales offices. These easements are hereby reserved and shall exist through and over the Condominium Property as may be required by the Declarant for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium Property, shall interfere in any way with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

3.4 Units. Each Unit includes that part of the building that lies within the boundaries of the Unit. The boundaries of each Unit are as follows:

(a) Horizontal Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(1) UPPER BOUNDARY - The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries;

(2) LOWER BOUNDARY - The planes of the upperside of the finished and undecorated surface of the structural slab that serves as the floors of the Unit, extended to meet the perimeter boundaries;

(b) Perimeter Boundaries. The perimeter boundaries will be the undecorated interior surfaces of the perimeter walls of the Unit as shown on **Exhibit "B"**, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

3.5 Common Elements. The Common Elements include the land and all of the parts of the Condominium Property not within the Units as defined in Section 3.4, and the following items whether or not located within a Unit:

(a) Easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities that furnish Utility Services to one or more Units or the Common Elements as described in paragraph 3.3(a);

(b) The property and installations required for furnishing of Utilities Services to more than one Unit or to the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The foundation, load bearing walls, structural slabs, columns, girders, beams, and other components contributing to the support of the building, and exterior walls, doors, windows and glass that form a part of the exterior of the building;

(e) Fire escapes, elevators and elevator equipment, elevator lobbies, trash chutes, and common stairways, hallways, entrances and exits.

3.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of particular Unit appurtenant to each such item:

(a) Any structure, improvement or equipment attached to the exterior walls of the building that serves only the particular Unit adjacent to such structure, including without limitation balconies, porches, patios and terraces attached to the Unit;

(b) The heating, ventilation and air conditioning equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the Unit regardless of the location of such equipment within the building and all replacements and additions thereto;

(c) The conduits, ducts or pipes supplying natural gas or liquefied petroleum to individual Units and the exhaust pipes, vents or flues providing ventilation and exhaust for the Unit.

(d) All structures, storage closets, equipment or areas, if any, designated as Limited Common Elements on **Exhibit "B"**.

(e) The exclusive right to use certain parking spaces, whether located within garages, carports or on surface parking lots that may be assigned by the Declarant or the Association to a particular Unit for the benefit of the Owner of that Unit, as described in the Declarant's Public Offering Statement.

3.7 Amendment of Plans.

(a) Alteration of Unit Plans. Declarant reserves the right to change the size, square footage, interior design, style and arrangement of Units, and to alter the boundaries between Units or the Common Elements, provided that Declarant owns the affected Units and provided further that Declarant complies with the provisions of the Condominium Act. No such change shall increase the number of Units without an amendment of this Declaration approved by the Unit Owners, and Institutional First Mortgagees in the manner elsewhere provided. If Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration, except that changes in the elevations, interior design, or exterior appearance, style or arrangement of the Units need not be reflected by an amendment to this Declaration.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of the Units by Declarant or the designation of Limited Common Element areas, if any, contemplated by this Declaration, need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or Common Surplus or voting rights, unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

4. Undivided Share of Common Elements and Common Expenses. The undivided percentage share in the Common Elements, Common Expenses and Common Surplus has been calculated and allocated to each Unit by dividing the approximate square footage of each Unit by the approximate total square footage of all Units in the Condominium and then increasing or decreasing the resulting quotient for each Unit type as necessary so that the total allocation to all Units equals exactly one hundred percent (100%). The percentage shares allocated to the Units are set forth on **Exhibit "D"** hereto.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The protection, maintenance, repair and replacement of the Common Elements, except those portions of the Limited Common Elements that are required herein to be maintained by the Owner, shall be the responsibility of the

Association and the expenses associated therewith shall be designated a Common Expense. Subject to the responsibilities of Utility Service providers, the Association's responsibilities include, without limitations:

- (1) Electrical wiring to the circuit breaker panel in each Unit;
- (2) Water pipes to the individual Unit cut-off valve within the Unit;
- (3) Cable television lines to the wall outlets in the Units;
- (4) Sewer lines to the point where they enter the Unit;
- (5) All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements;
- (6) The exterior surface of the main entrance doors to the Units;
- (7) All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a Common Expense. Provided however, the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his or her predecessor in title.

(b) Alteration and Improvement. After the completion of the improvements contemplated by this Declaration, there shall be no material alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Owners of not less than seventy-five percent (75%) of the undivided shares in the Common Elements. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

(c) Surface Water or Stormwater Management System.

- (1) The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise

of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District ("SJRWMD"). Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the SJRWMD.

(2) The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by applicable SJRWMD permits, if any. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

(d) Limited Common Elements. The Unit Owner shall be responsible for the maintenance and repair of Limited Common Elements appurtenant to his Unit, except that the Association shall be responsible for maintenance and repair of exterior walls and surfaces, structural components, and roofs of the porches, patios, balconies and any garages, carports, parking spaces and storage spaces that have been designated as Limited Common Elements as part of the normal maintenance and repair of the condominium buildings of which they are a part. Where a Limited Common Element consists of a garage parking space, balcony, patio, or porch area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding that area, if any; all fixed glass and sliding glass doors in portions of the entranceway to the area, if any; the wiring, electrical outlet(s), and fixture(s) thereon, if any; and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. The maintenance, repair, replacement, and insurance of approved changes and additions made by the Owner shall be the responsibility of the Unit Owner.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall

include but not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

(2) All chases, conduits, ducts, plumbing, wiring, chimneys, chimney flues and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit or Limited Common Elements appurtenant thereto that service part or parts of the Condominium other than the Unit within which contained.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(b) By the Unit Owner. It shall be the responsibility of the Unit Owner:

(1) To regularly maintain, repair, replace, and keep in an attractive condition at his sole and personal expense all portions of his Unit and Limited Common Elements appurtenant to his Unit, if any, (except the portions of the Unit and Limited Common Elements specifically to be maintained, repaired and replaced by the Association) whether located on the exterior or interior of the Owner's Unit, including but not limited to, all doors, windows, glass (except fixed exterior glass that forms a part of the exterior wall of the building), screens, electric panels, electric outlets and fixtures, doorbells and doorknockers, air-conditioners, heaters, HVAC pipes, lines, wiring, ducts and equipment, chimneys and flues, natural gas or liquified petroleum lines, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections servicing his Unit only, all interior walls that do not form part of the boundary of a Unit, including the interior surfaces of all walls, floors and ceilings, and all carpeting, tile or wood floors and wallpaper. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit shall be subject to approval of the Association.

(2) Not to enclose or otherwise alter the appearance of any portion of the exterior of the building in which the Unit is located including Limited Common Elements appurtenant to the Unit (including changes in paint or stain color) without the prior written approval of the Association.

(3) To promptly report to the Association any defects or need for repairs which are the maintenance responsibility of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any Unit boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing

component, electrical service or plumbing service, without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit upon reasonable notice and during reasonable hours to perform the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association, or for making emergency repairs or alterations necessary to prevent damage to the Common Elements or to another Unit or Units. All costs of such repairs or maintenance which are the responsibility of the Unit Owner and which are necessary to prevent damage to the Common Elements or to another Unit or Units, plus twenty percent (20%), shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

(e) Flooring. Except as provided in this subsection, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding except carpeting is not required in kitchens, bathrooms, or laundry rooms. An Owner who desires to install, in place of carpeting, any hard surface floor covering (e.g. marble, slate, ceramic tile, wood or parquet) also shall install a sound absorbent underlayment of such kind and quality as approved by the Association from time to time installed in accordance with the manufacturer's directions and any regulations the Association may issue from time to time. The Owner must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard surface flooring with carpeting or require the removal of such hard surface flooring at the expense of the offending Unit Owner. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and impact noise transmission in buildings such as the Condominium is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. The Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission. The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet or river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage.

(f) Window Coverings. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Regulations of the Association.

(g) Mold - Mildew. Every residential building constructed in Florida, including the Condominium building, contains products that have water, powders, solids, and industrial chemicals. These materials and substances usually contain mold, mildew, fungus, spores, and chemicals that may cause allergic or other bodily reactions in certain individuals. The construction products used in building the Condominium contain these materials and may contain mold, mildew, fungus and spores in sufficient quantities to cause allergic reactions in some people. Moisture and high humidity levels common in Florida will contribute to the growth of molds, mildews, fungus or spores. Each Unit Owner, all occupants of the Unit and the Association understand and accept the responsibility to keep the Units and the Condominium building clean, dry, well ventilated, and free of excess moisture and contamination. Each Unit Owner, all occupants of the Units and the Association understand and agree that the Declarant, and its employees, officers, directors, agents, contractors and suppliers are not responsible and hereby disclaim any responsibilities for, and each Unit Owner, all occupants of the Units and the Association release Declarant and all of its employees, officers, directors and agents from any claims for any illness or allergic reactions that the Unit Owner, or other occupants of the building may experience as a result of mold, mildew, fungus, spores or chemicals that are commonly found in construction products and residential buildings in Florida.

5.3 Utility Services. The Association shall be responsible for and shall pay as a Common Expense the maintenance, repair and replacement of the lines, pipes, conduits, wiring and related equipment and facilities providing Utility Services to the Condominium from the master service connection with the utility company to the individual service connections for each Unit. Each Owner shall be responsible for the cost of maintaining, repairing or replacing such facilities from the individual service connection serving his Unit only. The Association shall be responsible for the cost of maintenance of water, sewer, telephone and electric lines and facilities serving the Common Elements or more than one Unit whether located on-site or within off-site utility easements granted for the benefit of the Condominium Property if such facilities are not maintained by the utility companies providing such utility services.

5.4 Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that service is necessary for the protection of other portions of the Condominium, in which event the Owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the Owner's Unit on a regular basis to perform pest control services and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a Common Expense and the election of an Owner not to use the service will not reduce the Owner's assessments.

6. Assessments. The making and collecting of assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as set forth in paragraph 4 hereof, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. It shall be the personal obligation of each Unit Owner to pay the Association all assessments levied against his or her Unit, whether such assessments are levied before or during the Unit Owner's period of ownership.

6.2 Payments. Assessments and installments thereon paid on or before fifteen (15) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before fifteen (15) days after the same are due shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate nor to be less than twelve percent (12%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare all assessments or installments thereon payable during the next following three (3) month period to be immediately due and payable in full.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments with interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such liens. This lien shall be effective upon recording in the Official Public Records of the County, a claim of lien in compliance with the Florida Statutes which shall continue in effect for a period of one year, and thereafter only if an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association or the Association's attorney at law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit may be required, at the discretion of a court of competent jurisdiction, to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where a mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title in the manner above provided, except as provided in the Condominium Act. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Declarant's Obligation to Pay Assessments. Except as provided in subsection 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment. Provided however, as provided in Florida Statutes §718.116(9)(a)(2), Declarant may be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Declarant shall not increase over a stated dollar amount per month per Unit, and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners, pursuant to a written agreement between Declarant and a majority of Unit Owners other than Declarant.

6.5 Surface Water or Stormwater Management System. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System(s) including but not limited to work within retention areas, drainage structures and drainage easements.

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "E"**.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as **Exhibit "F"**. Paragraph 2 of the By-Laws sets forth the Unit Owner's membership and voting rights in the Association.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

7.4 Leaseholds, Memberships and Other Use Interests. In addition to the powers of the Association set forth in the Articles of Incorporation and By-Laws, the Association is authorized to enter into agreements, to acquire leaseholds, memberships, or other possessory or use interests in lands or facilities, that are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners. Except for any contemplated agreements or interests described this Declaration or any exhibit hereto, any such agreements entered into after the recording date of this Declaration are subject to the approval of a majority of the Unit Owners. Rentals, membership fees, maintenance fees, or other expenses incurred by the Association under such agreements shall be Common Expenses.

7.5 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant

to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Owner shall provide the Association or the management company designated by the Association current keys to the Unit.

8. Insurance. Insurance shall be carried and kept in force at all times upon the Condominium Property and the property of the Unit Owners in accordance with the following provisions:

8.1 Authority and Duty of Association to Purchase. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. All insurance policies upon the Condominium Property shall be purchased by or for the Association for the benefit of the Association, and in case of insurance covering damage to the buildings and their appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. The Association shall assist in the issuance of certificates of insurance to Unit Owners and their mortgagees. All insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Unit Owners to Purchase. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, real or personal property or living expenses of any Unit Owner. It shall be the responsibility of each Unit Owner to obtain at his expense condominium Unit Owner's insurance coverage including insurance for improvements and betterments to the Unit made or acquired at the expense of the Owner and coverage for wall and floor coverings, window treatments, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and countertops and other items excluded from Association insurance coverage by Florida Statutes 718.111(11)(b), as amended from time to time. The Unit Owner's insurance shall comply with the provisions of the Condominiums Act as amended from time to time, and shall not be of a nature to affect policies purchased by the Association. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without rights of subrogation or contribution against the Association or other Owners. Unit Owners shall furnish the Association copies of all insurance policies obtained by them.

8.3 Coverage. The Association shall use its best efforts to obtain the insurance coverage described herein from companies rated B Plus 8 or better by A.M. Best's Company, or at the next highest available rating if the coverage cannot reasonably be obtained from a company rated B Plus 8, through a licensed Florida insurance agent or broker.

(a) Property Damage. All buildings and improvements located on the Condominium Property and all insurable property of the Association shall be insured in an amount determined annually by the Board of Directors, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. The Association's insurance shall comply with the provisions of Florida Statutes 718.111(11)(b) as amended from time to time, regarding the extent of coverage and what is included or excluded from the terms "building" and "improvements". Such coverage shall afford protection against such risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including but not limited to:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Condominium is at any time located in a designated flood hazard area.

(b) Public Liability Insurance. Comprehensive general liability insurance providing coverage for property damage, bodily injury and death in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or such greater amounts and such additional coverage as may be determined by the Board of Directors of the Association with a cross liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Automobile. Liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business with limits of protection and coverage as determined annually by the Board of Directors.

(d) Workmen's Compensation. The Association shall carry workmen's compensation coverage necessary to meet the requirements of law.

(e) Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

(f) Other. The Association may, at its option, purchase demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The Association may also purchase and maintain insurance on commonly owned personal property and such other insurance as it may deem necessary.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear (without naming them) and shall provide that all proceeds in excess of Fifty Thousand Dollars (\$50,000) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida or an attorney licensed to practice law in the State of Florida, as may from time to

time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Fifty Thousand Dollars (\$50,000), then the Board of Directors of the Association, acting as Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on **Exhibit "D"** attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored for the Owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored for the Owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on **Exhibit "D"**.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b)(1) and (2).

8.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expenses of Trustee. If the Insurance Trustee is other than the Board of Directors, then all expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances

to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to Unit Owners, the Insurance Trustee, if other than the Board of Directors, may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of current Unit Owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Units, in which case the provisions of 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction - If the damaged improvement is one of the buildings and less than ninety percent (90%) of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five percent (75%) of the Unit Owners of Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is one of the buildings and ninety percent (90%) or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the Owners of the Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If other than the Board of Directors, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether the Unit Owners have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is a building containing Units, by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during or after reconstruction and repair the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be against all Unit Owners in proportion to the Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit Owners shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less

than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be held and disbursed by the Association in payment of such costs.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in the state and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except that part of a distribution to a beneficial owner up to the amount of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee, if other than the Board of Directors of the Association, shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee, if other than the Board of Directors of the Association, may rely upon a certificate of the Association made by its President and Secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Use Provisions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the buildings in useful condition exist upon the land:

10.1 Units. The Condominium Property shall be used only as a residential community. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business, or profession of any kind may be conducted in, on, or from any Unit or the Condominium Property, if such use involves the regular attendance or entry of non-residents to the Unit or

otherwise diminishes the residential character of the Condominium. The letting, renting, or leasing of Units for residential purposes shall not constitute a trade or business. However, a Unit may not be used as more than one (1) dwelling unit.

10.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

10.3 Occupancy and Leasing.

(a) Occupancy. Occupancy of Units is restricted to one (1) family and their guests. Occupancy by guests in the absence of the Unit Owner or tenant is limited to two (2) times per calendar year and a maximum of fourteen (14) days. Occupancy by tenants of the Unit Owner and authorized users of Units owned by corporations or other entities is further restricted to:

(1) the number of persons equal to two (2) times the number of bedrooms in the Unit; and

(2) persons who meet the tenant qualification requirements, if any, set forth in the Association's Regulations, as amended from time to time.

(b) Leasing. Only entire Units may be rented provided the occupancy is only by the lessee and their servants and non-paying social guests and the lease term is not less than seven (7) months. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to impose fines and/or evict the tenant for material violations of or failure to comply with all provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, the Association may require a prospective tenant to place a security deposit in an amount not to exceed the amount of one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. The Association has the right to disapprove a tenant who does not meet tenant qualification requirements as may be set forth in the Association's Regulations, as amended from time to time. Prior to occupancy by the tenant, the Unit Owner or tenant shall provide a copy of the fully executed lease, the anticipated occupancy date, any security deposit required by the Association, and evidence that the proposed tenant meets the tenant qualification requirements then in effect. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations

regarding leasing. Any amendment of this paragraph shall require the written consent of not less than two-thirds (2/3) of the voting interests of all Unit Owners, including without limitation, an amendment of this voting requirement.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

10.5 Parking Spaces and Storage Spaces.

(a) Parking Spaces. The uncovered surface parking spaces shown on **Exhibit "B"** hereto are part of the Common Elements of the Condominium. Specific surface parking spaces have not been reserved or designated as Limited Common Elements appurtenant to particular Condominium parcels and all uncovered surface parking spaces are available for use by all residents and guests, subject to handicap parking restrictions. In addition, there are eight (8) garage parking spaces, all of which are depicted on **Exhibit "B"** hereto. These garage parking spaces have been designated as Limited Common Elements and will be assigned by the Declarant as an appurtenance to a particular Unit for the exclusive use of that Unit.

(b) Assignment and Transfer of Garage Spaces. The assignments shall be made initially by the Declarant in connection with the sale of Units. The Declarant shall be entitled to retain all consideration paid for the initial assignment of the exclusive right to use a garage space. Declarant's right to assign garage spaces shall continue until Declarant closes the sale of all Condominium Parcels or assigns its rights hereunder to the Association. Garage spaces may be assigned only to Units within the Condominium, and may be transferred only among Unit Owners. The exclusive right to use a garage space is automatically transferred with the conveyance of the Unit to which it is appurtenant. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it except that the use rights to particular garage spaces may be exchanged between Units or transferred to another Unit, as follows:

(1) The Unit Owners desiring to exchange such use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and shall be executed by the Owners with the formalities required for the execution of a deed.

(2) The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of the County. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

10.6 Pets. No pets or animals shall be kept or maintained in or about the Condominium Property except only dogs (excluding pit bulldogs, doberman pinschers, and rottweilers), cats and caged birds, hereinafter referred to as "Pets". Pigs, snakes, and all other reptiles are not permitted. A conditional license to maintain two Pets, as defined above, in the Unit is granted to residents, subject to the following conditions and reservations:

- (a) Dogs must be kept on a leash at all times while on the Common Elements.
- (b) Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces, but only in designated pet walk areas. Owners of Pets are required to clean up after Pets when unable to reach designated pet walk areas.
- (c) A resident is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit owner and/or tenant shall be subject to assessment by the Association for the amount of damage.
- (d) Aquarium fish are permitted, but are not counted in the two pet limitation.

This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that such Pet is vicious or is a nuisance.

10.7 Lawful Use. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration. No activity is permitted, nor shall any object or substance be kept, stored, or emitted within the Condominium Property in violation of applicable laws. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. No noxious, destructive, or offensive activity is permitted within the Condominium Property, nor shall anything be done within the Condominium Property that may constitute a nuisance to any other person lawfully occupying any portion of the Condominium Property.

10.8 Proviso. Notwithstanding the foregoing, Declarant shall have the right and privilege to do all things necessary to develop the Condominium Property and sell the Units, including the right to use Units owned by it and portions of the Common Elements as a sales office or as model display units for the sale of Units in this Condominium.

11. Notice of Lien or Suit.

11.1 Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than mortgages, real estate taxes and special assessments, within five (5) days after the attaching of the lien.

11.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

11.3 Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial suit.

12. Compliance and Default. Each Unit Owner and his or her tenants shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner and his or her tenants to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act. All rights, remedies and privileges shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by this Declaration, the By-Laws, or at law or in equity.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration, the By-Laws and Rules and Regulations of the Association, by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.4 No Waiver of Rights. The failure of the Declarant, the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13. Amendments.

13.1 General. Subject to the other provisions of the Declaration relative to amendment, this Declaration may be amended in the manner provided in the Condominium Act, as the same may from time to time be amended or modified; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that would be detrimental to the sale of Units by the Declarant shall be effective without the joinder of Declarant. No amendment shall be passed which shall materially impair or prejudice the rights of Institutional First Mortgagees (unless required to comply with applicable law or the regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Veterans Affairs, or other agency buying or insuring first mortgages) without the written approval of all such Institutional First Mortgagees affected by the amendment.

13.2 Declarant. As long as the Declarant shall hold fee simple title to any Unit, the Declarant may amend this Declaration and the Articles of Incorporation and By-Laws of the Association, to comply with the requirement of any government agency or instrumentality or an Institutional First Mortgagee willing to make, insure or guarantee loans for the development of the Condominium, or to make, insure, guarantee, or purchase permanent mortgage loans secured by a Unit, or any amendment necessary to comply with governmental laws, regulations or requirements applicable to the Condominium, or any amendment to correct errors or inconsistencies in this Declaration or the Articles or By-Laws of the Association, or to exercise other amendment rights specifically reserved herein. Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit without the consent of the mortgagee.

13.3 Proviso. Provided however, that no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus, unless the record Owner of the Unit concerned and all record owners of liens on the Unit join in the execution of the amendment, and unless the record owners of all other Units approve the amendment.

13.4 Requirement of Reasonable Consent. Whenever this Declaration, the Articles or By-Laws requires the consent, joinder or approval of any amendment by an Owner or a holder of any mortgage or other lien, such consent, joinder or approval shall not be unreasonably withheld or delayed.

13.5 Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District.

14. Termination. The Condominium may be terminated in the following manner:

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of eighty percent (80%) of the total voting interests of the Condominium of a plan of termination, provided that not more than ten percent (10%) of the total voting interests have rejected the plan of termination by a negative vote or written objections.

14.2 Total Destruction or Taking of the Buildings. If the Condominium building or all of the Condominium buildings, if more than one (1), as a result of common casualty are damaged within the meaning of 9.1(b)(2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, then the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The Owners of the Units shall thereupon be the Owners, as tenants in common, of the Condominium Property, the insurance or eminent domain proceeds, and the assets of the Association. The shares of such tenants in common shall be as shown on **Exhibit "D"** attached hereto.

14.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner, who shall thereby become tenants in common with the other Unit Owners, shall have a mortgage and lien solely and exclusively upon the Unit Owner's undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its president and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

14.4 Amendment. This section concerning termination cannot be amended without consent of not less than eighty percent (80%) of the total voting interests in the Association.

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or guarantor of any first mortgage on a Unit shall be entitled to receive from the Association any of the following items upon written request:

15.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses. The financial statement and report shall be furnished within ninety (90) days following the end of each fiscal year.

15.2 Notice of Meetings. To be given written notice by the Association of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within sixty (60) days. The

notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee, or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

15.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee or other parties identified in this paragraph be given any notice of cancellation or material modification provided for in such policy.

15.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association including a current copy of the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association during normal business hours.

15.6 Notice of Casualty or Condemnation Loss. To be given written notice by the Association of any casualty or condemnation loss that affects a material portion of the Condominium Property or any Unit encumbered by its mortgage.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

17. Intent. It is the intent of the Declarant to create a condominium pursuant to Chapter 718, Florida Statutes, as in effect on the date this Declaration is filed. Declarant reserves the right to amend this Declaration to the extent necessary to validly create a condominium, subject to the limitations set forth in Section 718.110(2). The condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Articles of Incorporation and the By-Laws of the Association and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof or interest therein, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium
this 16 day of December 2015.

Signed, sealed and delivered
in the presence of:

THE 13TH COLONY, LLC, a Florida
limited liability company

By: Neighborhood Realty, Inc., a Florida
corporation, Manager

By: James N. McGarvey, Jr.
President

Diana Robertson
Print Name: Diana Robertson

Matthew McGarvey
Print Name: Matthew McGarvey

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10 day of December, 2015,
by James N. McGarvey, Jr., as President of Neighborhood Realty, Inc., a Florida corporation, the
Manager of **THE 13TH COLONY, LLC**, a Florida limited liability company, on behalf of the
company. He is personally known to me or has produced _____ as
identification.

Timothy Shippee
Notary Public, State of Florida at Large
Print Name: Timothy Shippee

My commission expires: 1/25/17
My commission number: 56867929

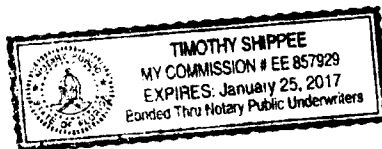


EXHIBIT LIST

Exhibit "A"	Legal Description of Condominium Property
Exhibit "B"	Graphic Description of Condominium Property
Exhibit "C"	Surveyor's Certificate
Exhibit "D"	Percentage Share in Common Elements, Common Expenses and Common Surplus
Exhibit "E"	Articles of Incorporation of Association
Exhibit "F"	By-Laws of Association

COPY

Exhibit "A"
Legal Description

COPY

EXHIBIT A

A portion of Government Lot 5, Section 27, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a point of reference, commence at the point of intersection of the Southerly right of way line of Corona Road, County, Road No. 210 (a variable width right of way), with the Northerly prolongation of the Westerly line of Section 43, Township and Range aforementioned, said point being the Northeasterly corner of those lands described in deed recorded at Official Records Book 974, page 722, public records of said county, and run Southwesterly, along said Southerly right of way line the following courses: First Course, South 70 degrees 30 minutes 35 seconds West, a distance of 453.70 feet to the point of curvature of a curve; Second Course, Southwesterly, along the arc of a curve concave Southerly and having a radius of 517.70 feet, an arc distance of 19.46 feet to a point on said curve and the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 69 degrees 26 minutes 03 seconds West, 19.46 feet. From the point of beginning thus described, continue Southwesterly, along said Southerly right of way line, and along the arc of said curve, concave Southerly and having a radius of 517.70 feet, an arc distance of 219.70 feet to the Northwesterly corner of those lands described as Parcel "A" and recorded in Official Records Book 518, page 771, said public records, said arc being subtended by a chord bearing and distance of South 56 degrees 12 minutes 00 seconds West, 218.05 feet; thence departing said Southerly right of way line, run South 54 degrees 37 minutes 28 seconds East, along the Northeasterly line of said Parcel "A", a distance of 165.00 feet to the Northeasterly corner of said Parcel "A", run thence North 50 degrees 34 minutes 21 seconds East, a distance of 123.75 feet to a point; thence North 19 degrees 29 minutes 25 seconds West, a distance of 146.65 feet to the POINT OF BEGINNING.

Exhibit "B"

Graphic Description of Improvements

COPY

Beachside at the Colony, a Condominium

LEGAL DESCRIPTION:

A PART OF GOVERNMENT LOT 5, SECTION 27, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SECTION 43, TOWNSHIP 3 SOUTH, RANGE 29 EAST, OF SAID COUNTY, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CORONA ROAD (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE SOUTH 70°30'35" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 453.70 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 517.70 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 19.45 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°25'58" WEST, 19.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 219.70 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°11'54" WEST, 218.05 FEET; THENCE DEPARTING SAID CURVE AND SAID RIGHT-OF-WAY OF CORONA ROAD ON A BEARING OF SOUTH 54°37'26" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 50°34'21" EAST, A DISTANCE OF 123.75 FEET; THENCE NORTH 19°29'25" WEST, A DISTANCE OF 146.65 FEET TO THE POINT OF BEGINNING.

INDEX

Sheet No.

1. Property Description and Certificate of Surveyor
2. Notes
3. Boundary Survey and Site Plan
4. Building Elevations
5. First Floor Building Floorplan
6. Second Floor Building Floorplan
- 7-14. Units 131-138 Floorplan

CERTIFICATE OF SURVEYOR

This is to certify that this survey is a true representation of an actual field survey, made under my supervision and in accordance with the Minimum Technical Standards, as outlined and set forth by the Florida Board of Professional Land Surveyors and Mappers, in Chapter 5J-17, (Formerly Chapter 61G17-6), Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

RICHARD A. MILLER & ASSOCIATES, INC.

By: _____

William J. Melros, PSM
Registration No. 75843

(Not valid without the signature and embossed seal of Professional Surveyor and Mapper)

Date: December 9th, 2015

RICHARD A. MILLER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
6701 BEACH BOULEVARD, SUITE 200
JACKSONVILLE, FLORIDA 32216
Fax (904) 721-5758
Tele. (904) 721-1226

Beachside at the Colony, a Condominium

NOTES

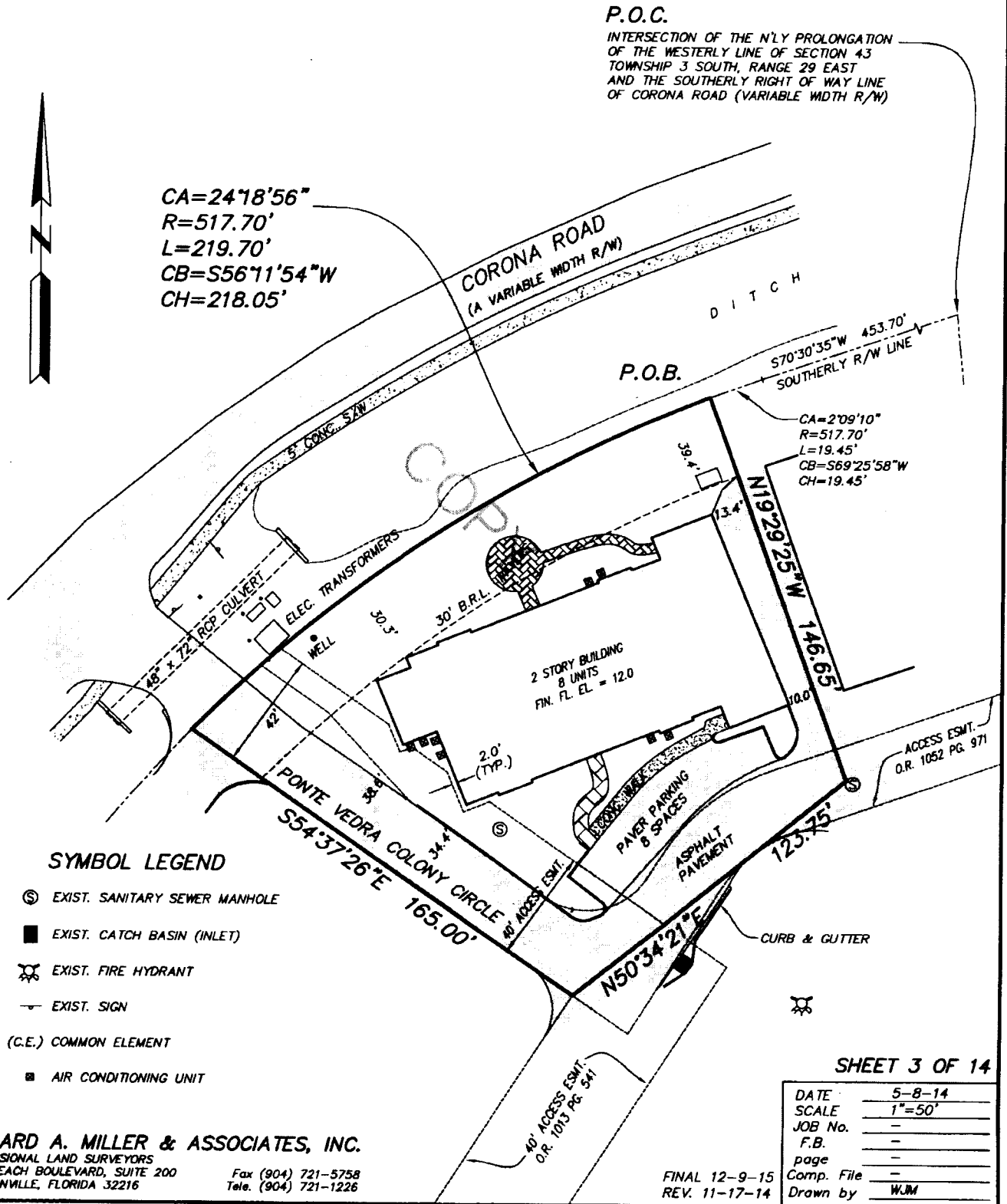
1. The name and address of the Condominium is Beachside At The Colony, a Condominium, 131-138 Ponte Vedra Colony Circle, Ponte Vedra Beach, Florida 32082.
2. Ingress and egress to the Condominium Property is from Corona Road which is a publicly dedicated right-of-way.
3. The Condominium buildings are to be used only for residential purposes and related uses such as parking and storage.
4. The Common Elements are all portions of the Condominium Property not contained within the Units.
5. The Limited Common Elements include the following items: any structure, improvement or equipment attached to the exterior walls of the building and serving only the particular Unit adjacent to such structure, including without limitation, balconies, porches, patios, and terraces attached to the Unit. Garage parking spaces once assigned to a particular Unit shall be designated Limited Common Elements.
6. All improvements depicted on the plot plan, survey and floor plans are existing.
7. Bearings shown hereon are relative to the Southerly right-of-way line of Corona Road being assumed as $S70^{\circ}30'35''W$
8. Improvements within the common elements such as, but not limited to, water meters, water lines, storm drains, sewers, sidewalks and trees have not been located.
9. As of the date hereof, the Building which is comprised of Units 131, 132, 133, 134, 135, 136, 137 and 138 is substantially complete.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.C.	Point of Commencement	J.E.A.	Jacksonville Electric Authority
P.O.B.	Point of Beginning	EQUIP	Equipment
P.C.	Point of Curvature	A/C	Air Conditioner
P.T.	Point of Tangency	C.A.T.V.	Cable Television
P.R.C.	Point of Reverse Curvature	O.H.L.	Overhead Lines
P.I.	Point of Intersection	(F.M.)	Field Measured
R/W	Right of Way	R=	Radius equals
O.R.B.	Official Records Book	L=	Arc Length equals
Exist.	Existing	Ch=	Chord Bearing & Distance equals
Pg.	page	Δ =	Delta or Central Angle equals
B.R.L.	Building Restriction Line	I.P.	Iron Pipe
Esmt	Easement	Conc.	Concrete

Beachside at the Colony, a Condominium

MAP SHOWING BOUNDARY SURVEY



Beachside at the Colony, a Condominium

BUILDING ELEVATIONS



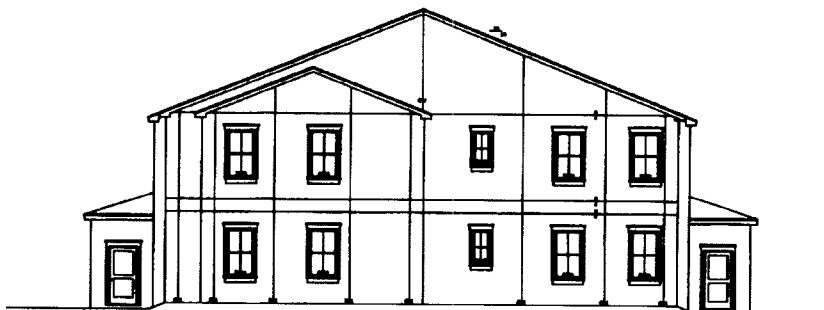
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

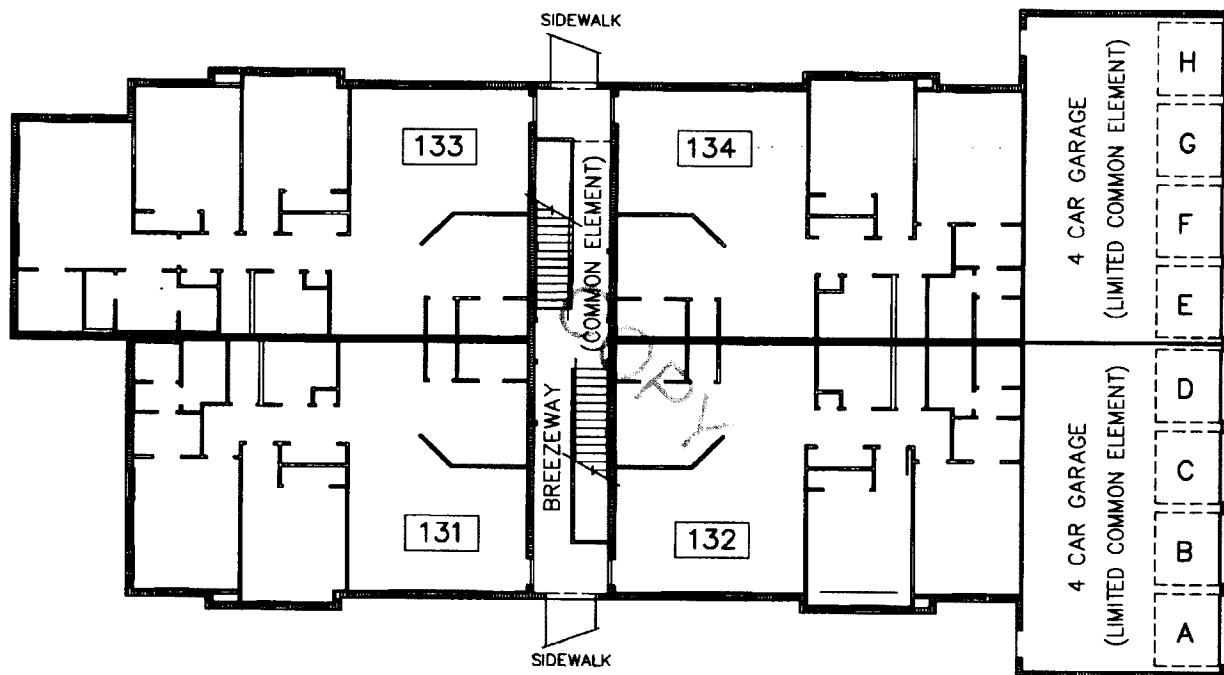
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PROFESSIONAL LAND SURVEYORS
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JACKSONVILLE, FLORIDA 32216

Fax (904) 721-5758
Tele. (904) 721-1226

Beachside at the Colony, a Condominium

FIRST FLOOR PLAN

1"=20'



UNIT NUMBER:

131 - 1281 SQUARE FEET
 132 - 1300 SQUARE FEET
 133 - 1597 SQUARE FEET
 134 - 1300 SQUARE FEET

NOTE: SQUARE FOOTAGE OBTAINED FROM ARCHITECTS FLOORPLAN

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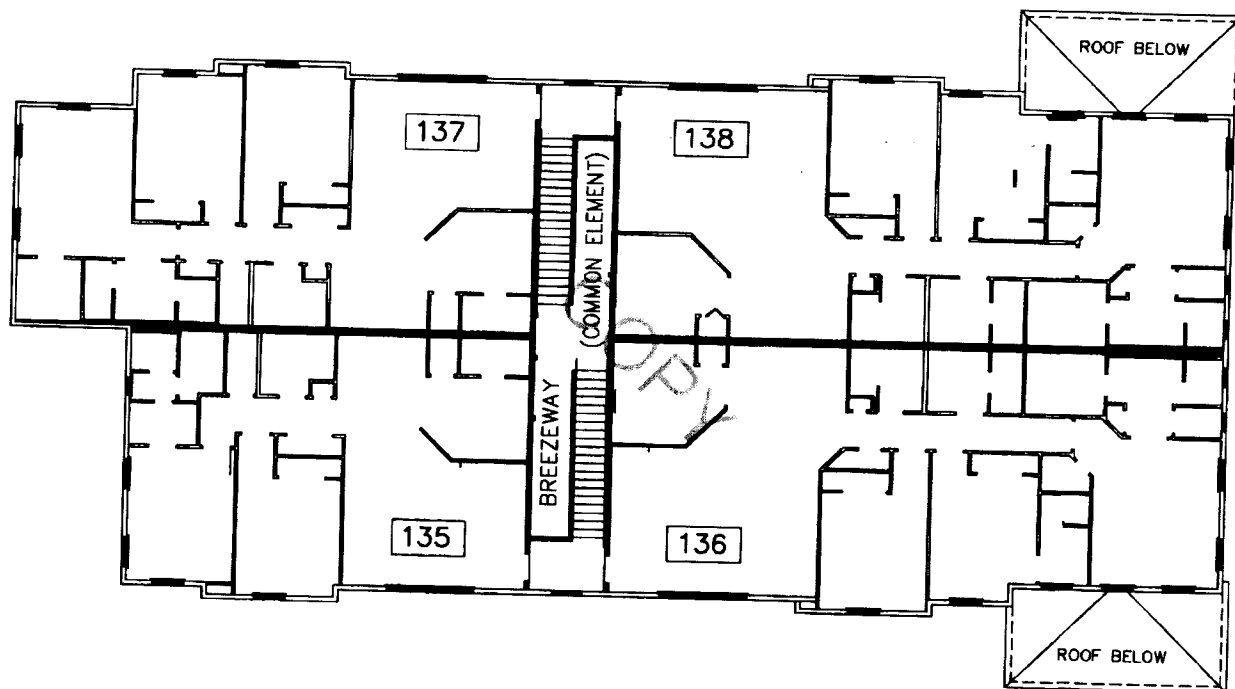
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SHEET 5 OF 14

Beachside at the Colony, a Condominium

SECOND FLOOR PLAN

1"=20'



UNIT NUMBER:

135 - 1281 SQUARE FEET
136 - 1885 SQUARE FEET
137 - 1597 SQUARE FEET
138 - 1885 SQUARE FEET

NOTE: SQUARE FOOTAGE OBTAINED FROM ARCHITECTS FLOORPLAN

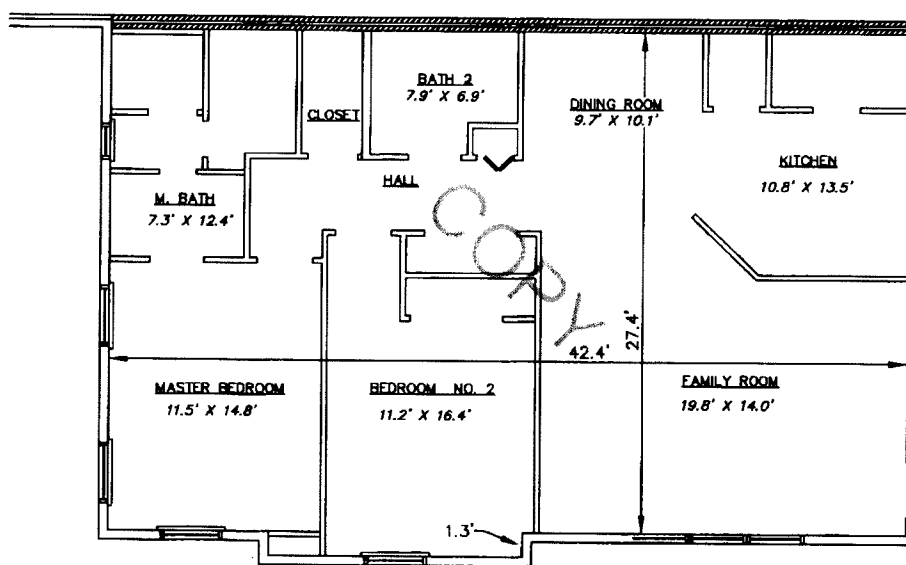
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SHEET 6 OF 14

Beachside at the Colony, a Condominium

UNIT 131 FLOOR PLAN

1" = 10'



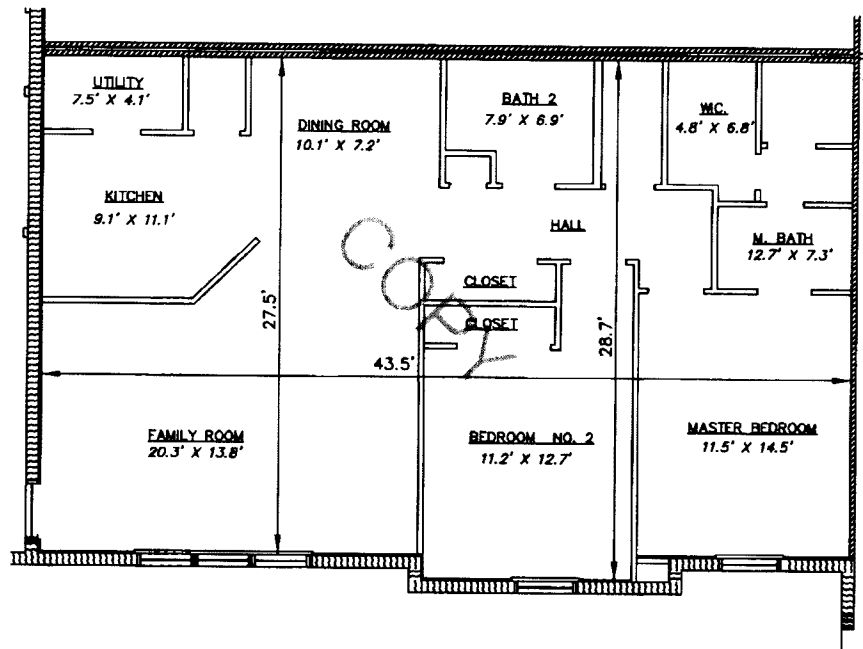
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SHEET 7 OF 14

Beachside at the Colony, a Condominium

UNIT 132 FLOOR PLAN

1" = 10'



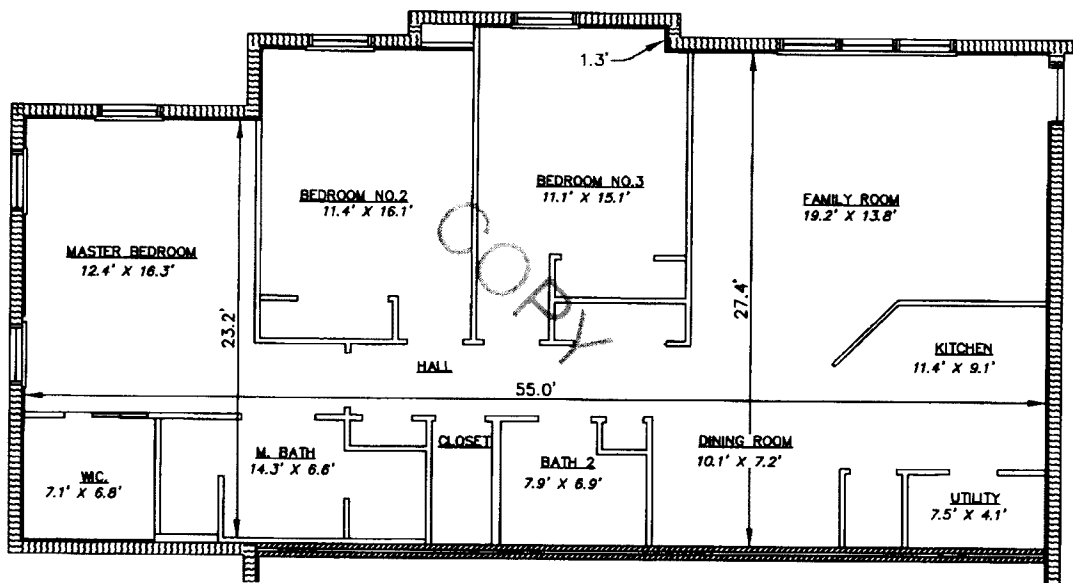
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SHEET 8 OF 14

Beachside at the Colony, a Condominium

UNIT 133 FLOOR PLAN

1" = 10'



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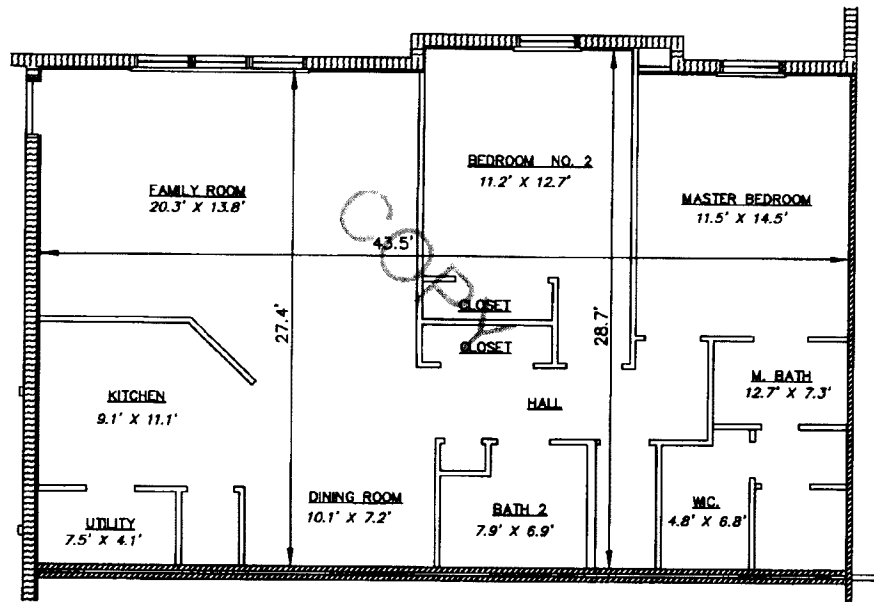
Fax (904) 721-5758
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SHEET 9 OF 14

Beachside at the Colony, a Condominium

UNIT 134 FLOOR PLAN

1" = 10'



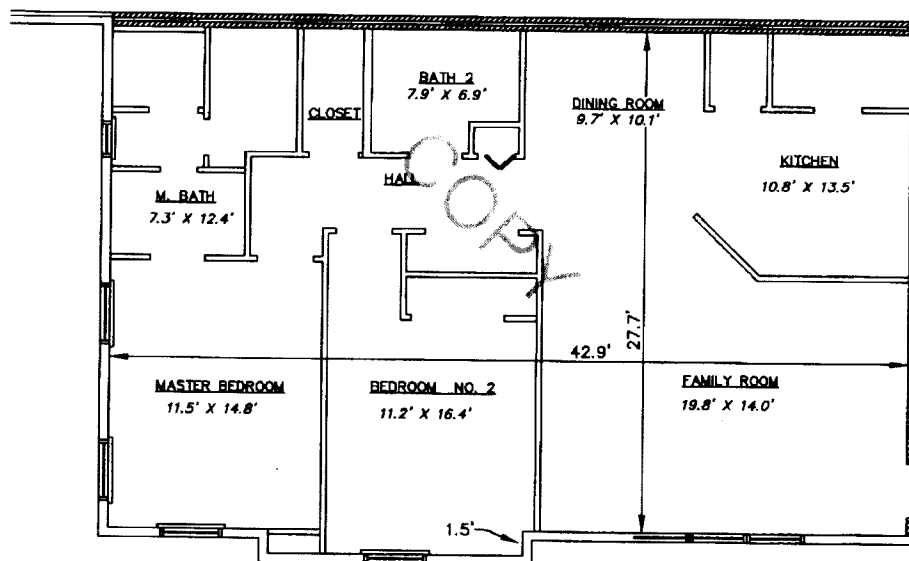
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SHEET 10 OF 14

Beachside at the Colony, a Condominium

UNIT 135 FLOOR PLAN

1" = 10'



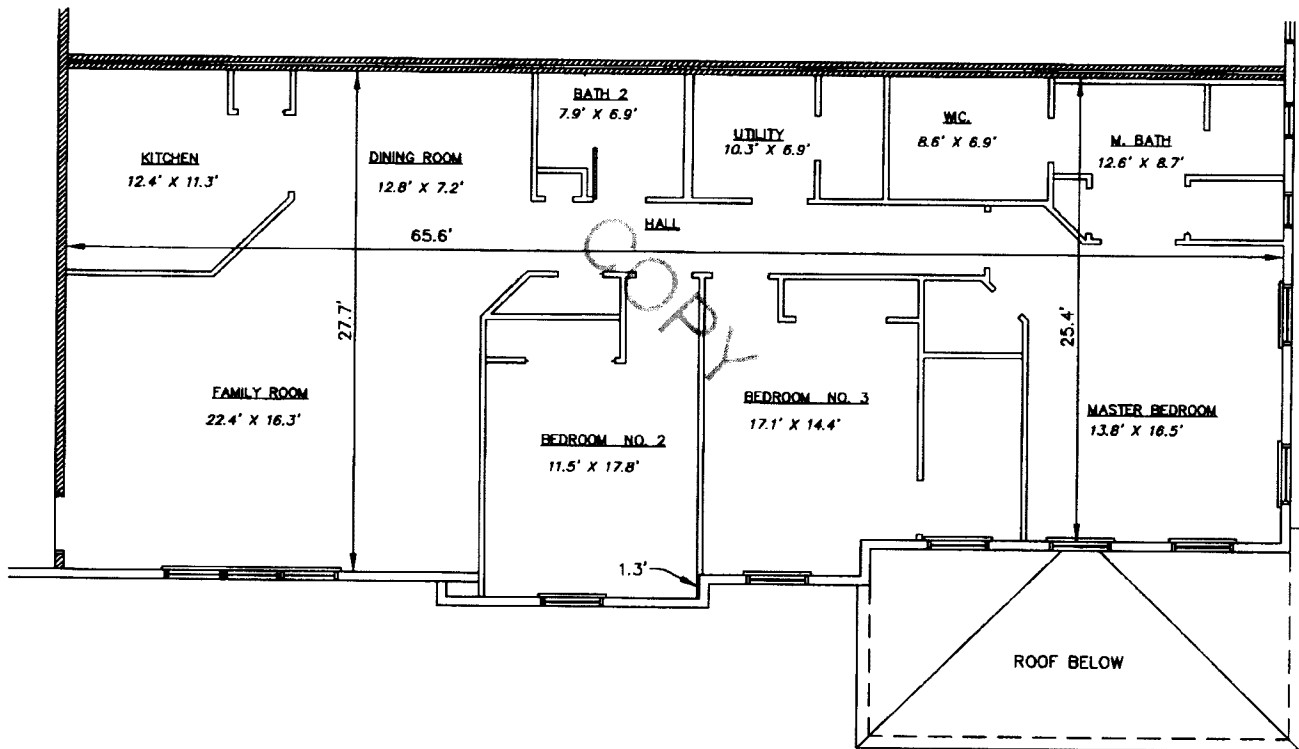
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SHEET 11 OF 14

Beachside at the Colony, a Condominium

UNIT 136 FLOOR PLAN

1" = 10'



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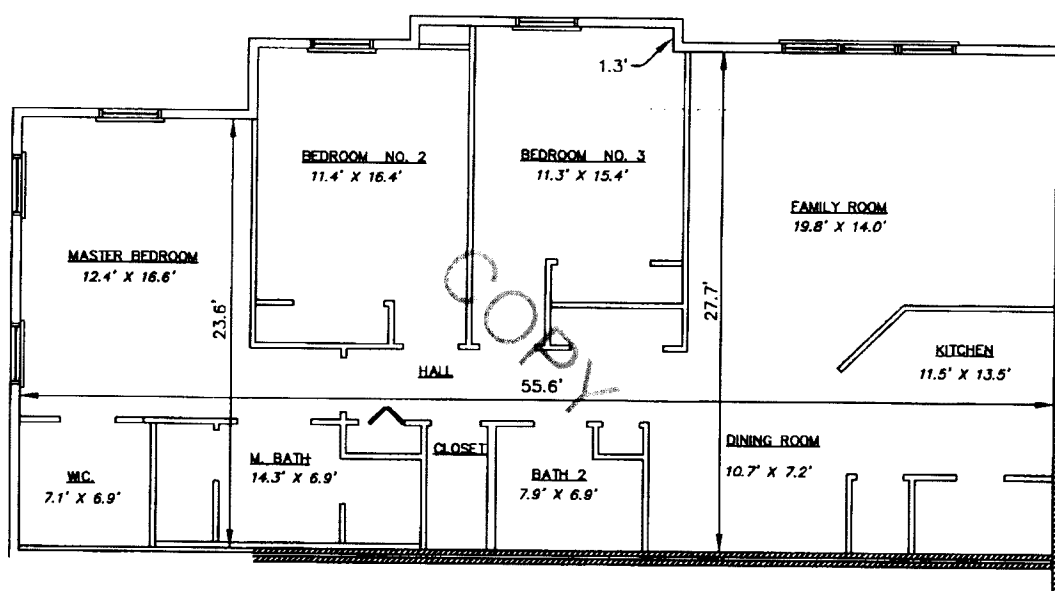
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SHEET 12 OF 14

Beachside at the Colony, a Condominium

UNIT 137 FLOOR PLAN

1" = 10'



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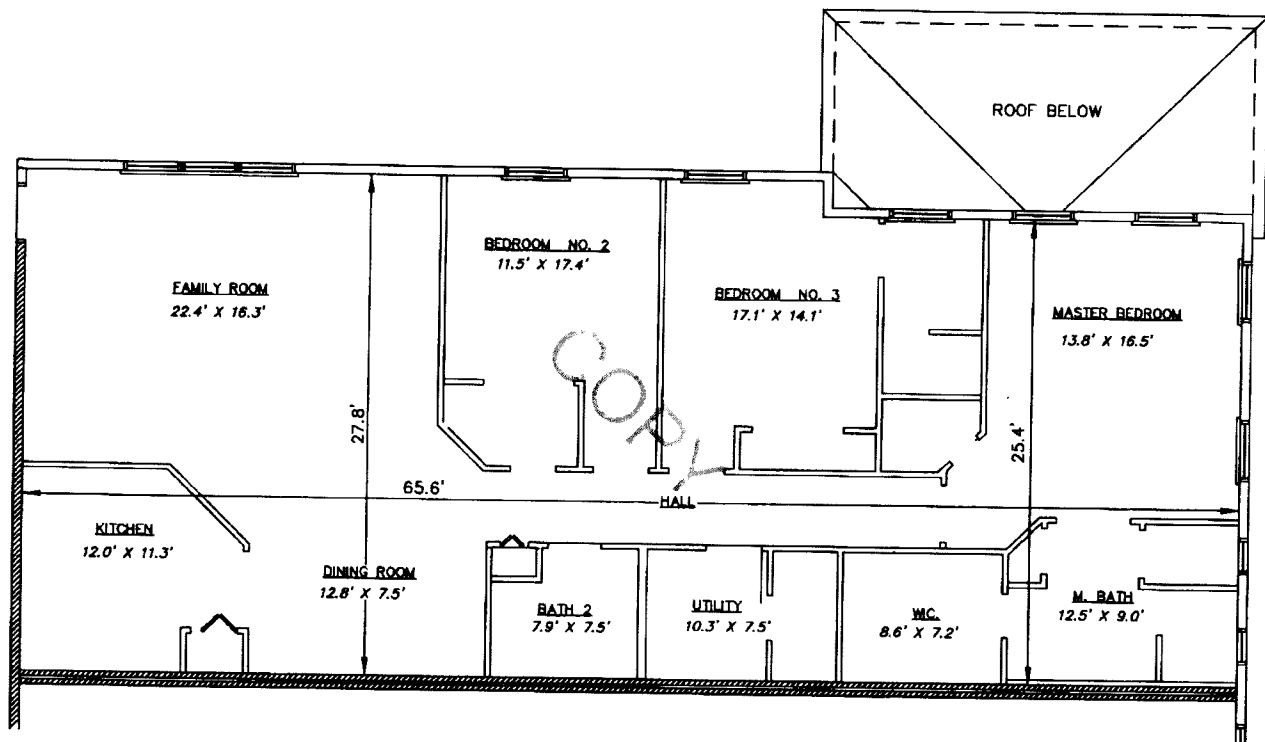
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SHEET 13 OF 14

Beachside at the Colony, a Condominium

UNIT 138 FLOOR PLAN

1" = 10'



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 JACKSONVILLE, FLORIDA 32216

Fax (904) 721-5758
 Tele. (904) 721-1226

SHEET 14 OF 14

Exhibit "C"
Certificate of Surveyor

COPY

CERTIFICATE OF SURVEYOR**BEACHSIDE AT THE COLONY, A CONDOMINIUM**

I, WILLIAM MELROSE, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to all Units contained in Beachside At The Colony, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of St. Johns County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Element facilities servicing such Units are substantially complete, so that the material contained in the survey and graphic description of the improvements together with the provisions of the Declaration of Condominium describing condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.


Print Name: WILLIAM MELROSE
Florida Surveyor's Reg. No.: 5843

(SEAL)

Date: 12-10-15