

The Inlet
AT PONTE VEDRA BEACH
A CONDOMINIUM

INDEX TO
 DECLARATION OF CONDOMINIUM
 FOR
 THE INNLET AT PONTE VEDRA BEACH
 A CONDOMINIUM

85 18891

<u>Article</u>	<u>Section/Title</u>	<u>Page</u>
1.	INTRODUCTION AND SUBMISSION	1
	1.1 Submission Statement	1
	1.2 Name	1
	1.3 The Land	1
2.	DEFINITIONS	1
3.	DESCRIPTION OF CONDOMINIUM PROPERTY	3
	3.1 Number and Identification of Units	3
	3.2 Residential Buildings - Phase 1-B	3
	3.3 Other Improvements	3
	3.4 Units	3
	3.5 Common Elements	4
	3.6 Limited Common Elements	4
4.	APPURTENANCES TO UNITS	5
	4.1 Use of Common Elements	5
	4.2 Easements	6
	4.3 Membership	6
	4.4 Ingress and Egress	6
5.	THE ASSOCIATION	7
	5.1 Name of Association	7
	5.2 Bylaws of Association	7
	5.3 Voting Rights of Unit Owners	7
6.	AMENDMENT OF DECLARATION	7
	6.1 Notice	7
	6.2 Proposal	7
	6.3 Adoption	8
	6.4 Proviso	8
	6.5 Effective Date and Recording Evidence of Amendment	9
	6.6 Amendments by Developer	9
	6.7 Amendment to Correct Omission or Error in Condominium Documents	9
7.	MAINTENANCE, REPAIRS AND REPLACEMENTS	9
	7.1 Units	9
	7.2 Common Elements	9
	7.3 Limited Common Expenses	10
	7.4 Management	10
	7.5 Entry for Maintenance	10
	7.6 Failure to Maintain	10
8.	ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS	11
	8.1 Architectural Control and Architectural Review Board	11
	8.2 Developer's Right to Alter	12
	8.3 Unit Owner's Right to Alter	13

<u>Article</u>	<u>Section/Title</u>	<u>Page</u>
9.	MANAGEMENT AGREEMENT	13
	9.1 Management Firm	13
	9.2 Duties of Management Firm	13
10.	INSURANCE	14
	10.1 Duty and Authority to Obtain	14
	10.2 Required Coverage	14
	10.3 Optional Coverage	15
	10.4 Premiums	15
	10.5 Assured	15
	10.6 Insurer	15
	10.7 Application of Insurance Proceeds	15
	10.8 Common Elements Only	16
	10.9 Units	16
11.	RECONSTRUCTION OR REPAIR AFTER CASUALTY	16
	A. Residential Buildings	17
	1. Total Destruction of the Residential Buildings	17
	2. Damage to the Buildings	17
	B. Common Elements	17
	C. Plans and Specifications	17
	D. Responsibility	17
	E. Construction Funds	17
	1. Unit Owner	18
	2. Association - Lesser Damage	18
	3. Association - Major Damage	18
12.	USE RESTRICTIONS	18
	12.1 Units	18
	12.2 Insurance	18
	12.3 Signs	18
	12.4 Pets	18
	12.5 Parking	19
	12.6 Encroachments	19
	12.7 Common Elements	19
	12.8 Nuisances	19
	12.9 Lawful Use	19
	12.10 Leasing	19
	12.11 Exterior Improvements; Landscaping	19
	12.12 Regulations	20
13.	RESERVED RIGHTS OF DEVELOPER	20
	13.1 Developer's Use of Units	20
	13.2 Changes to Boundaries and Unit Dimensions	20
	13.3 Easement Rights of Developer	20
	13.4 Right to Amend	21
	13.5 Rights of Developer to Sell or Lease Units	21
	13.6 Lake and Water Rights	21
	13.7 Additional Easements Reserved	22
14.	COMPLIANCE AND DEFAULT	22
	14.1 Negligence	22
	14.2 Compliance	22
	14.3 Costs and Attorney's Fees	23
	14.4 No Waiver of Rights	23

<u>Article</u>	<u>Section/Title</u>	<u>Page</u>
15.	ASSESSMENTS: LIABILITY AND DETERMINATION	23
	15.1 Liability for Assessments	23
	15.2 Time for Payment	24
	15.3 Annual Budget	24
	15.4 Reserve Fund	24
	15.5 Use of Association Funds	24
	15.6 Delinquency or Default	24
16.	ASSESSMENTS: LIEN AND ENFORCEMENT	24
	16.1 Lien for Assessment	24
	16.2 Recording and Priority of Lien	25
	16.3 Effect of Foreclosure or Judicial Sale	25
	16.4 Effect of Voluntary Transfer	26
	16.5 No Election of Remedies	26
	16.6 Developer's Liability for Assessment	26
17.	REGISTRY OF OWNERS AND MORTGAGEES	26
18.	TERMINATION	27
	18.1 Destruction	27
	18.2 Agreement	27
	18.3 Certificate	28
	18.4 Shares of Owners After Termination	28
	18.5 Amendment	28
19.	CONDEMNATION	28
20.	RIGHTS OF MORTGAGEES	28
	20.1 Rights	28
	20.2 Consent Required	29
	20.3 Reimbursement for Costs	29
21.	PHASING THE CONDOMINIUM	30
	21.1 Additional Land and Improvements	30
	21.2 Graphic Depiction of Improvements for Phase 1-B	30
	21.3 Changes In Ownership of Common Elements and Expenses	30
	21.4 Additional Facilities	30
	21.5 Voting Rights	30
	21.6 Time Share Estates	30
	21.7 Indemnification	30
	21.8 Proviso	31
22.	MISCELLANEOUS	31
	22.1 Severability	31
	22.2 Applicability of Declaration of Condominium	31
	22.3 Construction	31
	22.4 Parties Bound	31

DECLARATION OF CONDOMINIUM

FOR

THE INNLET AT PONTE VEDRA BEACH, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made this 28 day of August, 1985, by FLETCHER COMMUNITIES, INC., a Florida corporation ("Developer"), in and by which the Developer makes the following declarations:

1. INTRODUCTION AND SUBMISSION

1.1 Submission Statement.

Developer hereby submits to the condominium form of ownership and use the land described in Exhibit A hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1981, as amended to the date hereof (the "Condominium Act"). This is a phased condominium as described in Section 718.403, Florida Statutes. Additional land (more fully described in Exhibit A-1) may be submitted to condominium form of ownership pursuant to the provisions of Article 21 hereof.

1.2 Name.

The name by which this condominium is to be identified is THE INNLET AT PONTE VEDRA BEACH, A CONDOMINIUM, sometimes herein called the "Condominium." The street address is Corona Road, St. Johns County, Florida.

1.3 The Land.

The land submitted to Condominium is located in St. Johns County, Florida, and is described in Exhibit "A" attached hereto and made a part hereof, and consists of a parcel of real property (the "Land") upon which will be situated residential improvements ("Condominium Buildings") and common facilities which are submitted hereby to condominium partnership. A survey and site plan of the Land is attached hereto and made a part hereof as Exhibit "C".

2. DEFINITIONS

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

2.2 "Special Assessment" means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

2.3 "Association" or "Condominium Association" means THE INNLET AT PONTE VEDRA BEACH, CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium. "Board" or "Board of Directors" means the Board of Directors of the Association pursuant to the Articles and Bylaws thereof.

2.4 "Building" means the structure or structures situate on the Condominium property in which the Units are located, regardless of the number thereof.

2.5 "Bylaws" mean the Bylaws of the Association, to be recorded in the County all as now or hereafter amended.

2.6 "Common Elements" means and includes:

(a) The portions of the Condominium Property which are not included within the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishings of utility and other services to Units and Common Elements.

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

(d) The property and installations required for the furnishings of utilities and other services to more than one Unit or to the Common Elements.

(e) Any other parts of the Condominium Property designated to Common Elements in this Declaration, or any amendment thereto.

Common Elements shall not include improvements installed by Unit Owners.

2.7 "Common Expenses" means all expenses incurred by the Association for the Condominium.

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

2.9 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.10 "Association Property" means the property, real and personal in which title or ownership is vested in the Association for the use and benefit of its members in connection with the Condominium.

2.11 "County" means the County of St. Johns, State of Florida.

2.12 "Covenants" or "Declaration of Covenants" means THE INNLET AT PONTE VEDRA BEACH Declaration of Covenants, Conditions and Restrictions, to be recorded in the Public Records of the County, all as now or hereafter amended, modified or supplemented.

2.13 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.14 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property.

2.15 "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), and other similar insurers and guarantors of mortgages, mortgage banker, or any other lender generally reorganized as an institutional-type lender, or Developer, holding a mortgage on a Unit or Units.

2.16 "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.17 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.18 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Condominium Parcel.

2.19 "Voting Certificate" means a document which designates one of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity.

2.20 "Voting Interest" means the voting rights distributed to the Association members pursuant to §718.104(4)(i).

3. DESCRIPTION OF CONDOMINIUM PROPERTY

3.1 Number and Identification of Units.

Exhibit "D", attached hereto and made a part hereof includes a graphic description of the improvements comprising part of the Condominium Property. Phase 1-A shall consist of twenty-three (23) condominium units located in six one and two story buildings. Each "Unit" is identified (as defined in the Condominium Act and herein) by number. A plot (site) plan of the improvements is annexed and made a part hereof as Exhibit "C".

The construction of the improvements on the Land is not substantially complete; however, at the time the improvements or a portion thereof are substantially completed, the Developer shall cause this Declaration to be amended to include a Certificate of Surveyor authorized to practice in this state which shall provide that the construction of the improvements or certain Units to be conveyed are substantially complete so that the materials in Exhibits "A", "C" and "D", together with the provisions of the Declaration describing the property or the planned common element facilities is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and of each Unit to be conveyed can be determined from these materials.

3.2 Residential Buildings - Phase 1-B.

If constructed, Phase 1-B will consist of twenty-one (21) Units in Buildings 7, 8, 9, 10 and 11 as designated on the site plan.

3.3 Other Improvements.

In addition to the Condominium Building situated thereon, the Land also includes improvements, consisting of parking areas, walks, landscaping and all underground structures and improvements which are not part of or located within the condominium building, and which are not elsewhere herein reserved to and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.4 Units.

The term "Units" as used herein, shall mean and comprise the twenty-three (23) condominium units in Phase 1-A in the Condominium which are located and individually described in Exhibit "D" hereto. If subjected to this Declaration, the term "Units" shall also refer to the twenty-one (21) Units described in Exhibit D-1, as Phase 1-B.

Each condominium Unit shall include that part of the Condominium Building containing such Unit that lies within the following boundaries:

(a) Upper and lower boundaries.

The upper and lower boundaries of a Unit shall be the boundary of the horizontal plane of the unfinished ceiling surface extended to an intersection with the perimetrical boundaries as an upper boundary and the boundary of the horizontal plane of the unfinished surface of the floor extended to an intersection with the perimetrical boundary as a lower boundary. For those Units which have a cathedral or other type of irregular ceiling, the space above the horizontal plane and below the underside of the finished surface of the vaulted ceiling is part of the Unit.

(b) Perimetrical Boundary.

The perimetrical boundary of each Unit shall be the following boundaries of the exterior building walls which are the intersecting vertical planes adjacent to and which include the unfinished surface of the interior of the outside walls of the Condominium Building bounding a Unit and the interior building walls which are the vertical planes of the interior unfinished surface of the walls bounding a Unit (excluding interior partitions within Units) extended to intersections with other perimetrical boundaries both as extended to an intersection with the upper and lower boundaries.

(c) Exclusions.

The Unit Owner shall not be deemed to own any spaces or improvements lying beneath the unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the uppermost structural elements of each Unit, nor any spaces or improvements lying beneath the undercoated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions, nor any pipes, ducts, vents, wires, conduits or other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical portion of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements.

(d) Apperture.

All glass and other transparent and/or translucent material, insect screens and screening in windows and doors, the material covering other openings in the exterior or interior walls of Units, where applicable, shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

(e) Mechanical Equipment.

All air conditioning, compressors, water heaters, heat pumps and other mechanical equipment serving only one Unit shall be deemed to be a part of the Unit.

3.5 Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property and improvements of the Condominium except Units including, without limitation: (a) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (b) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (c) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (d) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (e) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; (f) parking spaces; (g) easements for ingress and egress serving the Condominium property; (h) all open areas and contained within the Land; (i) all roadways, sidewalks, paths, fences and entrance areas located on the Land and (j) all other improvements owned or held for common use, benefit and enjoyment of all Unit Owners.

3.6 Limited Common Elements.

"Limited Common Elements," as the term is used herein, shall mean and comprise the Common Elements which are reserved herein, or

assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, consisting of the following:

(a) To each Unit an enclosed patio area and balcony as depicted on Exhibit "D".

(b) Each Unit Owner of a Unit in the Condominium has the right of exclusive use of the air space and ground space occupied by the air conditioning compressor, heat pump, air handler and equipment and fixtures appurtenant thereto, serving that Unit.

(c) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit together with his Limited Common Elements (whether or not fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless they are released from the lien of the mortgage.

4. APPURTENANCES TO UNITS

There shall be appurtenant, and pass with title, to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

4.1 Use of Common Elements.

A. An undivided one twenty-third (1/23) share in the Common Elements, as described above, provided that if Phase I-B is constructed, an undivided one forty-fourth (1/44) share in the Common Elements;

B. The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements;

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "D" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;

D. Non-exclusive easements, to be used and enjoyed in common by all present and future owners of Units in the Condominium, their guests and invitees, for use of those Common Elements or other facilities not designated elsewhere herein as Limited Common Elements including, without limitation, easements for the furnishing and maintenance of utility services to all parts of the Land over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefore now exist and/or may be modified or relocated.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit, or upon any portion of the Common Elements, or vice versa, for any reason not caused by or resulting from the willful negligent act of Developer or any Unit owner or owners, including construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment.

F. The Developer reserves the right, but not the obligation to develop other condominiums and/or other residential developments upon lands adjacent to the Condominium property. In the event of such additional development, the Developer reserves the right to grant further non-exclusive easements over the common roads to property owners adjacent to the Land described on Exhibit "A". Developer shall grant such easements to such adjacent property owners, and such adjacent property owners shall enter into an agreement with the Association and shall covenant on behalf of themselves and their successors and assigns to pay a pro rata share of the maintenance and repairs for the common roads and to enter into an Agreement with the Association to set forth the method of computation of the respective contributions to the maintenance and repairs thereof.

In addition, it is hereby acknowledged that adjacent land owners may construct roads within their property which may be connected to the common roads to serve all property owners and which are convenient or beneficial to the Owners in THE INNLET AT PONTE VEDRA BEACH. In the event that such a unified roadway is constructed, the Developer may enter into such agreements or grant such easements as are necessary and convenient to the respective parties and which set forth the obligations and rights of the parties thereto.

4.2 Easements.

(a) An exclusive easement for the use of the air space occupied by the Units as it exists any particular time (as shown on Exhibit "D" hereto) and as it may lawfully be altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is permanently vacated from time to time; and

(b) Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, their guests, invitees, and lessees, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(i) The furnishing and maintenance of private or public utility services to all parts of the real property of the Condominium over, across, in and through the Land, the Condominium Building and other improvements, as the fixtures and equipment therefore now exist and/or may be modified or relocated; and

(ii) Vehicular and pedestrian access over, across, upon, in and through the drive, sidewalks, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to the common roadways.

(c) An exclusive easement for the use of the area of Land and air space occupied by the appurtenant mechanical equipment, e.g., air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving a particular Unit, as the same exists in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

4.3 Membership.

The right to membership in the Association upon the terms and conditions set forth elsewhere herein.

4.4 Ingress and Egress.

Each Unit Owner and his guests, invitees, lessees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or Grantor of the easement referenced therein ("Grantor") to serve the Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as the Developer may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the real property constituting common roads within the Community as described in Exhibits "A" and "C" attached hereto and made a part hereof, or as they may be amended in related documents recorded in the public records of the County.

5. THE ASSOCIATION

5.1 Name of Association.

The entity responsible for the operation of this Condominium shall be THE INNLET AT PONTE VEDRA BEACH, A CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), of which a copy of the Articles of Incorporation is attached hereto and made a part hereof as Exhibit "E". Subject to the rights reserved to Developer herein, and in the Condominium Act to administer and manage the Condominium Property the Association shall administer and manage the Condominium Property; provided that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations.

5.2 Bylaws of Association.

A copy of the Bylaws of the Association is attached hereto and made a part hereof as Exhibit "F". Defects or omissions in the Bylaws shall not affect the validity of the Condominium or title to the Condominium parcels.

5.3 Voting Rights of Unit Owners.

The Unit Owner(s) shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association. There shall be appurtenant and pass with title to each Unit, one vote as a member of the Association, which may be exercised by the Unit Owner(s), or the duly constituted proxy of the Unit Owner(s), from time to time, at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote. The qualification of members and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association. Upon the submission of a subsequent phase to this Condominium, the voting rights will automatically change as described in Article 21.

6. AMENDMENT OF DECLARATION

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

6.1 Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

6.2 Proposal.

Amendments to this Declaration may be proposed by the Board of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of one-tenth (1/10) of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

6.3 Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association; or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners in this Condominium to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. For twenty years from the date of recording of this Declaration, the proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of owners not less than two-thirds of the Units; provided, that any amendment proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than ninety percent (90%) of all Units. Thereafter, the requisite percentage of the votes for approval shall be not less than seventy-five percent (75%).

6.4 Proviso.

Except as elsewhere permitted herein, no amendment shall:

- (a) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and Institutional Mortgagees thereon shall join in the execution and acknowledgment of the amendment; or,
- (b) Discriminate against any Unit Owner or against any Unit or class or group of Units comprising part of the Condominium Property, unless the record owners of all affected Units and Institutional Mortgagees thereon shall join in the execution and acknowledgment of the amendment; or,
- (c) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record owners of Units so affected and the Institutional Mortgagees thereon shall join in the execution and acknowledgment of such amendment; or,
- (d) Make any change in Article 10 hereof, entitled "Insurance," nor in Article 11 hereof, entitled "Reconstruction or Repair After Casualty" unless the Institutional Mortgagees on Units shall join in the execution and acknowledgment of the amendment; or,
- (e) Adversely affect the lien or priority of any previously recorded mortgage to a Mortgagee; or
- (f) Change the rights and privileges of the Developer without the Developer's written approval.
- (g) So long as the Developer has title to any Condominium Unit, no amendment to this Declaration shall be made to this Declaration or any exhibits thereto unless the Developer shall

consent in writing to the amendment, which consent may be withheld by the Developer for any reason.

(h) Change the use of any Unit or Common Element to commercial use without Developer's written consent.

(i) The right of the Developer to amend this Declaration of Condominium as elsewhere provided herein shall not be abridged in any manner by this Article or any other article of this Declaration or exhibits thereto.

(j) The condominium regime may not be merged with a successor condominium regime without prior written approval of Institutional Mortgagees.

6.5 Effective Date and Recording Evidence of Amendment.

An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments effected by the Developer must be evidenced in writing and recorded, but a certificate of the Association is not required. An amendment of the Declaration is effective when it is recorded in the public records of the County.

6.6 Amendments by Developer.

Notwithstanding any provision to the contrary set forth in this Article or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Developer may amend this Declaration to add any surveyor's certificate(s), to submit Phase 1-B to this Declaration (as more fully described in Article 21) to amend the documents as required by an Institutional Mortgagee without the consent or joinder of any Unit Owner or an Institutional Mortgagee.

6.7 Amendment to Correct Omission or Error in Condominium Documents.

The Association, by the affirmative vote of the Owners of not less than 51% of the members, may amend the Declaration for the purpose of correcting a defect, error or omission in this Declaration so long as such amendment does not materially or adversely affect the rights of owners, lienors or mortgagees.

7. MAINTENANCE, REPAIRS AND REPLACEMENTS

Responsibility for maintenance, repairs, and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

7.1 Units.

Each Unit, and the personal property therein, fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same shall be maintained, kept in good repair and replaced by and at the expense of the Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, whether structural or non-structural, ordinary or extraordinary, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within such Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

7.2 Common Elements.

The Association shall be responsible for, and shall assess against and collect from all Unit Owners, the costs of maintaining, repairing,

replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of all Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs, and/or replacements of or to Common Elements.

7.3 Limited Common Expenses.

The responsibility for, and the cost of keeping clean and in orderly condition the patios and storage areas forming a part of the Limited Common Elements which exclusively serve a certain Unit to the exclusion of other Units, shall be borne by the Owner(s) of the Unit(s) to which the same are appurtenant. The repair and maintenance of such patios which exclusively serve a Unit shall be done by the Association, but paid for by the Unit Owner of the Unit to which it is appurtenant.

Notwithstanding the Unit Owners' obligations with respect to certain Limited Common Elements, any proceeds of insurance awards or payments under insurance carried by the Association for loss or damage to such Limited Common Elements shall be applied against such repair or replacement to the extent that such award or payments exceed the deductible limits of such insurance.

7.4 Management.

The Board may enter into a contract with any firm, person or corporation or may join with another condominium association or entity in contracting for the maintenance and repair or management of the condominium property. The Board may contract for and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration or the Bylaws to have the approval of the Board or the membership of the Association. The contractor or manager may be authorized to determine the budget, make assessments for common expenses and collect assessments as provided by this Declaration, the Bylaws and Exhibits to this Declaration.

7.5 Entry for Maintenance.

The Board, or the agents or employees of any management firm or the Association, shall be allowed entry into any Unit or Limited Common Elements for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements, or the Common Elements or in case of emergency circumstances threatening Units, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the Bylaws of the Association. The liability for any damage done by the Board, agents or employees of any management firm or Association shall be assessed against the Unit Owner of the Unit being repaired, maintained or inspected unless such damage is created by the gross negligence or willful misconduct of the Board, agents or employees of any management firm or Association.

7.6 Failure to Maintain.

In the event a Unit Owner fails to maintain his Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required consent, or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association shall have the right to levy an assessment against the Unit Owner and the Unit, for such necessary sums to remove any unauthorized addition or alteration to restore the property to good condition and repair. The Association shall have the further right to have its employees or agents or any subcontractors appointed by them enter a Unit at all reasonable times to do such work as reasonably necessary for the proper maintenance or operation of the Condominium.

8. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS

Except as the right is herein reserved to Developer, neither a Unit Owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements except in compliance with the following conditions:

8.1 Architectural Control and Architectural Review Board.

A. Design Criteria. It is the Developer's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the land, and the Condominium homes in the subdivision have been designed to be compatible with the environment. No Unit Owner will make any change to the exterior appearance of his Unit without approval of the Developer's Architectural Review Board ("ARB").

B. Necessity of Architectural Review and Approval. No landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, commenced, erected, placed or maintained upon any Condominium Parcel, nor shall any addition, change or alteration therein or thereof be made, including repainting of exterior to different color, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the ARB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the "Architectural Planning Criteria" of the ARB. It shall be the burden of each Unit Owner to supply preliminary and completed plans and specifications to the ARB and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Unit Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Unit Owner submitting same.

C. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of a minimum of three (3) members. The Developer shall appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. In the event that there is a disagreement between the Owners Association Board and the ARB, the decision of the Architectural Review Board shall prevail.

D. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

1. To submit, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

2. To require submission to the ARB of a preliminary and final application by each Unit Owner and complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement. The ARB shall also require submission of samples of building materials proposed for use, and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

3. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, including repainting of exterior of any improvements to a different color, the construction, erection, performance or placement of which is proposed and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be final.

4. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the ARB, in cash, at the time that plans and specifications are submitted to the ARB.

E. Approval of Plans. The ARB shall approve or disapprove the preliminary and the final applications for an improvement within thirty (30) days after each has been submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved.

In connection with all reviews, acceptance, inspections, permissions, consents or required approvals by or from the Developer or the Association or the ARB, contemplated under this Article, neither the Developer, the ARB nor the Association shall be liable to a Unit Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against a Unit Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the Association or the ARB. Approval of any plans by the ARB does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the St. Johns County Building Department.

8.2 Developer's Right to Alter.

Until the Declaration is recorded, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reasons thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such Units, incorporate portions of such Common Elements into altered Units and/or create additional Common Elements from portions of altered units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Article may be effected by the Developer alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

8.3 Unit Owner's Right to Alter.

No Unit Owner shall make any addition, alteration or improvements in or to the Common Elements nor to his Unit or any Limited Common Element without the prior written consent of the Board and the ARB. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an additional alteration or improvement in such Unit Owner's Unit or Limited Common Element within 30 days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's disapproval. The proposed additions, alterations, and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association and the ARB with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the ARB and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom and shall be solely responsible for the maintenance repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, subject to the Board's right to perform appropriate maintenance upon the failure of the Unit Owner to do so as provided in Section 7.6. If any addition, alteration or improvement to the Unit is visible from any location exterior to the Building, such addition, alteration or improvement must also be approved by the ARB to assure compliance with the overall plans and development of the Ponte Vedra Beach community.

In the event of disagreement between the Association and the ARB in connection with approval of additions, alterations or improvements, the ARB shall prevail. In any litigation or other dispute related to or arising out of this Article, if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in said litigation or dispute, including without limitation, reasonable attorneys' fees.

9. MANAGEMENT AGREEMENT

9.1 Management Firm.

The Association, through its Board of Directors, may enter into a management agreement with a professional management firm ("Management Firm").

The Association may delegate to the Management Firm certain powers of the Association, now reserved to the Board of Directors under the provisions of the Condominium Act.

9.2 Duties of Management Firm.

Each Unit Owner, his heirs, successors, and assigns, shall be bound by the Management Agreement for the purposes therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming, and consenting to the execution of the Management Agreement by the Association.

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by Unit Owners as provided in the Management Agreement.

(c) Ratifying, confirming, and approving each and every provision of the Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(d) Agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

10. INSURANCE

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1 Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association, the Association Property, the Condominium Property, and the Unit owners and their Mortgagees. A certificate evidencing a Mortgagee endorsement shall be issued to the Mortgagee of each Unit. The Owner(s) of each Unit may, at the expense of such Owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that each policy of such insurance purchased by a Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against other Unit Owners, the Association, and their respective employees, agents, guests, and invitees.

10.2 Required Coverage.

The Association shall purchase and carry casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, fixtures, installation, or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Unit was initially conveyed if the original plans and specifications are not available (excluding, however, all floor coverings, wall coverings, or ceiling coverings in a Unit), in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association, such insurance to include or afford protection against:

(a) Loss or damage by fire or other hazards covered by standard extended coverage or other perils of endorsements;

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location, and use to the buildings and other improvements of the Condominium including, without limitation, vandalism, malicious mischief, windstorm, water damage, and war risk insurance, if available;

(c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units including, without limitation, hired automobile, non-owned automobile, off premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner;

(d) Workmen's Compensation insurance to meet the requirements of law; and

(e) Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation.

(f) Blanket fidelity bonds shall be required to be maintained by the Association of all officers, directors, trustees, or employees of the Association handling or responsible for funds of or administered by the Association whether or not such persons are compensated. Any management agent that handles funds for the Association should also be covered by its own fidelity bonds. The total amount of the fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than 150 percent of an amount equal to the estimated annual operating expenses of the Association, including reserves.

Except for the fidelity bonds that a management agent obtains for its personnel, the fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms of expressions.

10.3 Optional Coverage.

The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, including Directors' liability insurance coverage, or as an institutional Mortgagee may reasonably require while it holds a mortgage encumbering any Unit.

10.4 Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by this Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as Common Expenses.

10.5 Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, its members and their Mortgagees, as their interests may appear. All proceeds of insurance policies purchased by the Association shall be payable to the Association. The proceeds from insurance against any casualty loss shall be held for the use of the Association, its members and their respective Mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

10.6 Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

10.7 Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Association shall be applied and paid as follows:

10.8 Common Elements Only.

The proceeds paid to the Association for loss of or damage to real property or improvements constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association to the owners of all Units, and their respective Mortgagees, as their interests may appear in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of repair, replacement or reconstruction of such Common Elements, the Association shall pay the difference between the cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and the amount of the proceeds from any Association Reserve Fund which may have been established. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay said difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

10.9 Units.

The proceeds paid to the Association for loss of or damage to a building, constituting Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such buildings which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Association to the owners of the damaged or destroyed Units and their respective Mortgagees, as their interests may appear, in equal amounts. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in the proportion that the amount of damage sustained to each such Unit bears to the total deficit, and apply such sum toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Units. If the insurance proceeds shall be insufficient to pay the cost of repairs, replacements, or reconstruction of the Common Elements, the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damages shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units. If and when insurance proceeds are paid to the Association for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the Owner(s) of the Unit and the Mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit, and the Mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings

If one or more of the Residential Buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

1. Total Destruction of the Residential Buildings

If all the Residential Buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, neither the Buildings nor any of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless seventy-five percent (75%) of the owners of Units agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

2. Damage to the Buildings

If one or more but less than all of the Residential Buildings are wholly or partially damaged and a majority of the Units in any building remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the building and/or Units shall be restored to substantially the same condition as existed at the time the Unit was initially conveyed, unless within sixty (60) days after the casualty is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Plans and Specifications

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed, provided that the Board of Directors of the Association and the Architectural Review Board (as defined herein) may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

D. Responsibility

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance, repair and replacement is that of the affected Unit Owner(s), then such Unit Owner shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

E. Construction Funds

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

1. Unit Owner

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the Unit Owners and their Mortgagees jointly.

2. Association - Lesser Damage

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand and No/100 Dollars (\$5,000.00), then the Construction Fund shall be disbursed in payment of such costs upon the order of the Association.

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 Five Thousand and No/100 Dollars (\$5,000.00), 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 registered to practice in Florida. If there is a balance in the 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 herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessment paid by such owner into the Construction Fund shall not be made payable to any Mortgagee.

12. USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

12.1 Units.

Each Unit shall be used for a single household and for residential non-commercial purposes only. Nothing herein shall be construed to prohibit leasing of the Units, provided that such leases are in compliance with Paragraph 12.10 hereof.

12.2 Insurance.

No use shall be made of any Unit or of the Common Elements or Limited Common elements which will increase the rate of insurance upon the Condominium Property without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in cancellation of insurance on any Unit or part of the Common Elements, or which will be in violation of any law. No waste shall be committed in the Common Elements.

12.3 Signs.

No sign of any kind shall be displayed to public view on or from any Unit or the Common Elements without the prior written consent of the Board.

12.4 Pets.

No animals of any kind other than two, four-footed pets, aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed upon the Condominium Property except by prior written

consent of the Board. Such consent, if given, shall be revocable by the Board at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Property. No guest, lessee, or invitee shall bring any animal upon the Condominium Property. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees, or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to person or property resulting therefrom. Any such damage shall be determined by the Board and collection by the Association.

12.5 Parking.

A minimum of one and one-half parking spaces per dwelling unit shall be provided. Trailers, boats, campers, trucks other than standard size pick-up trucks, recreational vehicles, etc., may be parked on the Property only in the area(s) specifically designated for that purpose by the Developer or the Association.

12.6 Encroachments.

None of the rights and obligations of the Unit Owners created herein or by the deed conveying the Condominium shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachments as long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Unit Owner(s), if encroachment occurred due to the willful conduct of the Unit Owner(s).

12.7 Common Elements.

The Common Elements and Limited 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. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Elements or Limited Common Elements without the prior written consent of the Association.

12.8 Nuisances.

No noxious or offensive activity shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance or nuisance to Unit Owners or guests or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.

12.9 Lawful Use.

No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification, or repair of the Condominium Property shall be the same as is elsewhere herein specified.

12.10 Leasing.

All leases of the Units must be for a minimum of six (6) months and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Unit Owner.

12.11 Exterior Improvements; Landscaping.

No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the

building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association, subject always to the provisions hereof. All window coverings shall be lined or otherwise made so that they appear from the exterior to be white or off-white.

12.12 Regulations.

Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

The Association shall have the right to enforce all the restrictions set forth in this Article and the Declaration in any manner it deems necessary including without limitation, injunctions, suit for damages, or fines.

13. RESERVED RIGHTS OF DEVELOPER

In addition to various rights reserved by the Developer elsewhere provided in this Declaration, the Developer reserves the following rights:

13.1 Developer's Use of Units.

Until Developer has completed and conveyed all the Units, neither the Unit Owners nor the Association shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Unit, and the display of signs.

13.2 Changes to Boundaries and Unit Dimensions.

Until such time as the Declaration is recorded, the Developer reserves the right to change the interior design and arrangement of all Units, to alter the boundaries between Units so long as Developer owns the Units so altered and to change the boundaries of Common Elements. Provided, however, if a Unit to be changed abuts the Common Elements where the boundaries are to be changed, the Developer shall own such Unit. The Developer reserves the right to further subdivide the Units owned by the Developer into more than one Unit. If more than one Unit is altered, the Developer shall apportion between the Units, the shares in the Common Elements and Common Expenses appurtenant to the Units altered. An amendment of this Declaration reflecting such authorized alteration of the Unit or Common Elements by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or mortgagees of any Units or interests therein. In each event, all assessments, voting rights and a share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one.

13.3 Easement Rights of Developer.

(a) Roads.

Developer hereby reserves for itself and its designees, easements for ingress, egress, and utilities over, under and across the roadways shown and described on the exhibits attached hereto and, easements over the Condominium Property as it may deem necessary for preserving, maintaining or improving the Condominium Property.

(b) Developer's Easement to Correct Drainage.

For a period of five years from the date of conveyance of the first Unit, the Developer reserves for itself and its designees an

easement and right on, over and under the ground within the Condominium Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected Condominium Property to its original condition as nearly as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer an emergency exists which precludes such notice. The rights granted hereunder may be exercised at the sole option of the Developer and shall not be construed to obligate Developer to take any affirmative action in connection therewith.

(c) Construction Easement.

Developer reserves for itself, its nominees, designees, successors and assignees, an easement over and across the Condominium Property as may be reasonably necessary in connection with the construction of improvements within THE INNLET AT PONTE VEDRA BEACH. Such easement shall include, but not be limited in connection with such construction activity, together with the usual and common noise level created by such construction activity.

(d) Cable Television.

The Developer hereby reserves the right to install or to contract for the installation of cable television within the Condominium Property.

13.4 Right to Amend.

The Developer, so long as it owns Units to which more than twenty-five percent (25%) of the Common Elements are appurtenant, reserves the right at any time to amend the Declaration, as may be required by a lending institution or public body or title insurance company. In addition, the Developer reserves the right to amend the Declaration as provided in Section 6.6 hereof. Any such amendment need only be executed and acknowledged by the Developer and shall not require the joinder or consent of any other Unit Owner or mortgagee of any Unit.

13.5 Rights of Developer to Sell or Lease Units.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests. In addition, the Developer shall have the right to maintain a sales office or model unit on the Condominium Property for so long as it owns one unit in the Condominium.

13.6 Lake and Water Rights.

With respect to the lake, lagoon or stream now existing, or which may be hereafter erected or expanded, either within the Condominium Property or adjacent or near thereto ("lakes"), only the Developer shall have the right to pump or otherwise remove any water from such lakes, lagoons or streams for the purpose of irrigation or other use, or to place any matter in such lakes. The Developer shall have the sole and absolute right to control the water level of such lakes and to control the stocking, growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boats shall be permitted to be operated on such lakes. All Condominium Property adjacent to the lakes shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lakes and the height, grade and contour of said embankment shall not be changed without the prior written consent of the Developer. If

the Association shall fail to maintain an embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Developer or its agents or representatives shall have the right, but no obligations to enter upon any portion of the Condominium Property to perform such maintenance work which may be reasonably required at the expense of the Association. Developer shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of the lakes by Unit Owners. The Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Association may create or participate in a disturbance or a nuisance on any part of the surface waters of the lakes. The right to reasonable use and benefit of the surface waters of the lakes shall be subject to any riparian rights of others if any and the right of reasonable use and benefit of such lakes may be further granted to such other persons, as may be designated by Developer. Access to the lakes shall be only at the access points specifically designated by the Developer.

13.7 Additional Easements Reserved.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restriction, reservation, all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates. The Developer shall have the right to grant such easements over and upon the Condominium Property and designate the beneficiary thereof until seven (7) years after recording of this Declaration or until such time as Developer transfers control of the Association to the Unit Owners, whichever shall first occur. Thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to the requirement that the easements not structurally weaken the Condominium building(s) and improvements upon the Condominium Property by Unit Owners.

14. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

14.1 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 or his or their guests, employees, agents, lessees or other invitees, 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 insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

14.2 Compliance.

In the event a Unit Owner or occupant fails to maintain a Unit or the Limited Common Elements appurtenant to the Unit, or fails to cause such Unit or Limited Common Elements to be maintained, or fails to observe and perform all applicable provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, the Declaration of Covenants, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association in the manner required, the Association

shall have the right to proceed in court of equity to require performance and/or compliance, to sue in a court of law for damages, to suspend voting rights in Association matters or use rights in the recreational facilities, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such sums as Assessments and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

In addition to or instead of the above the Association shall have the right to levy fines against Unit Owners for any violation of the Declaration, Bylaws and/or rules or regulations established by the Association. Any reference to a fine contained in this Declaration shall not be construed as a limitation, fines may be assessed for the violation of any provision herein.

14.3 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, the Articles of Incorporation and Bylaws of the Association, or any and all regulations applicable to such Owner 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 attorney's fees as may be awarded by the Court.

14.4 No Waiver of Rights

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15. ASSESSMENTS: LIABILITY AND DETERMINATION

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against all Unit Owners and Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

15.1 Liability for Assessments

Assessments by the Association against each Unit Owner and his Unit shall be computed by dividing the total budget for the Condominium by each Unit's fractional percentage of the total assessments as is set forth in the Schedule annexed hereto and made a part hereof as Attachment 2.

Should the Association become the Owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the Owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, fines on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

No Owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

15.2 Time for Payment.

Unless otherwise determined by the Board, the assessment levied against the Owner of each Unit and his Unit shall be payable monthly on the first day of each month beginning at the time of conveyance of the Unit to a third party.

15.3 Annual Budget.

The Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves.

15.4 Reserve Fund.

The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Unit Owners. The amount to be reserved shall be determined by the Board of Directors or as may be required under the provisions of the Condominium Act and may be deleted by a vote of the statutory requisite percentage of Unit Owners.

15.5 Use of Association Funds.

All moneys and assessments collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws. As the moneys for Assessments are paid to the Association by any Unit Owner, the same may be co-mingled with moneys paid to the Association by the other owners of Units. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

15.6 Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. If any assessment or installment is not paid by the due date, the Owner and the Unit shall be assessed an automatic fine of fifteen dollars (\$15.00) if not paid within ten (10) days of the due date or a fine of twenty-five dollars (\$25.00) if not paid within 30 days of the due date. In addition to those sums, assessments and installments thereof not paid within thirty (30) days from the date they are due shall bear interest at the highest lawful rate from the 30th day from due date until paid.

16. ASSESSMENTS: LIEN AND ENFORCEMENT

16.1 Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements subordinate to prior bona fide liens of record, which lien shall and does secure the moneys due for all assessments levied against each

Unit, interest which may become due on delinquent assessments owing to the Association, and reasonable attorney's fees which may be incurred by the Association in collecting and enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for the County. Any such enforcement shall be in accordance with the requirements of the Act.

In any suit for the foreclosure of the lien, the Association may, if the Unit Owner remains in possession of the Unit, be entitled to rental from the Owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for the Unit. The rental required to be paid shall be equal to the rental charged on comparable types of Units in the County. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose.

16.2 Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording, in the Public Records of the County; a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect for a period of one (1) year after it has been recorded; unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the Unit Owner. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

16.3 Effect of Foreclosure or Judicial Sale.

In the event that any person, firm, partnership or corporation shall acquire title to any interest in a Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all units as part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment

thereof or the enforcement of collection of such payment by means other than foreclosure.

16.4 Effect of Voluntary Transfer.

When the owner of any Unit proposes to sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the Unit Owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by an officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

16.5 No Election of Remedies.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

16.6 Developer's Liability for Assessment.

The Developer shall be excused from the payment of the share of the Common Expenses relating to Units it owns for a period of time beginning with the recording of this Declaration and ending no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

17. REGISTRY OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

18. TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Destruction.

In the event it is determined in the manner elsewhere herein provided, that the improvements shall not be reconstructed because of total destruction or major damage, the condominium plan of ownership will be thereby terminated without agreement.

18.2 Agreement.

The Condominium may be terminated at any time by the agreement in writing of all of the owners of the Condominium, and by all Institutional Lenders and other mortgagees approved by the Association. If unanimous consent is not obtained, the Condominium may be terminated by agreement of a lesser percentage if the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of Institutional Lenders and other mortgagees approved by the Association are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have the right to terminate the Condominium by exercising an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(a) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price.

The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment.

The purchase price shall be paid in full in cash or by assumption of any existing mortgage financing, if permissible, plus cash.

(d) Closing.

The sale shall be closed within ten (10) days following the determination of the sales price.

18.3 Certificate

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of the County.

18.4 Shares of Owners After Termination.

After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in Common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owner's Units prior to the termination.

18.5 Amendment.

This Article cannot be amended without consent of all Unit Owners and of all Institutional Mortgagees required to approve termination by agreement.

19. CONDEMNATION

Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association in accordance with the applicable provisions of this Declaration and/or determination of the applicable governmental body.

If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters, including, without limitation, alteration of the percentages of undivided interest of the Owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of owners as required by this Declaration (or such lesser number of owners as may then be prescribed by the Condominium Act for the purpose of altering the percentages of undivided interest of the owners in the Common Elements) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article, whereupon the development may be terminated in the manner herein prescribed.

If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

20. RIGHTS OF MORTGAGEES

20.1 Rights.

Any Institutional Mortgagee of a Unit who makes a request in writing to the Association for the items provided in this Article shall have the following rights:

- (a) To be furnished with at least one (1) copy of the Annual Financial Statement and report of the Association.

(b) To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of the Association, which notices shall state the nature of the amendment being proposed.

(c) To be given notice of default (if such default remains uncured for 30 or more days) by any member owning any Unit encumbered by a mortgage held by such mortgagee, such notice to be given in writing and to be sent to the principal office of such mortgagee or to the place which it or they may designate in writing to the Association.

(d) To be given an endorsement to the insurance policies covering the Common Elements requiring that such Mortgagee be given any notice of cancellation provided for in such policy.

(e) To examine the books and records of the Association upon reasonable notice during ordinary working hours.

(f) To obtain current copies of the Declaration, By-Laws and other rules concerning the project.

(g) To obtain written notice of any condemnation loss, eminent domain procedures or any casualty loss which affects a natural portion of the Condominium or any Unit upon which such mortgagee has a first mortgage.

(h) To obtain notice of any lapse, cancellation or material modification of any fidelity bond maintained by the Association.

20.2 Consent Required.

Except as shall be elsewhere provided herein, unless Institutional Mortgagees having loans secured by Units to which 75% of the Common Elements are appurtenant have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be assessed against any Units by the Association;

(c) by act or omission change, waive or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units, the maintenance of party walls or common fences and driveways, or the upkeep of walls and planting on the properties.

20.3 Reimbursement for Costs.

In the event the Association fails to pay, when due, taxes assessed against the Common Elements or premiums of insurance covering the improvements on the Common Elements, then any one or more of the Institutional Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such Institutional Mortgagee or Mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Elements in favor of the party or parties, entity or entities, paying same, which lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

21. PHASING THE CONDOMINIUM

21.1 Additional Land and Improvements.

Developer reserves the right, in its sole discretion, at any time for seven (7) years after the date of recording of this Declaration in the public records of the County to declare and submit additional lands and improvements located thereon to the condominium form of ownership under this Declaration. The additional land which may be submitted to the condominium form of ownership is described as Phase 1-B on Exhibit A-1 attached hereto and made a part hereof.

The Subsequent Phase, if declared, will be submitted to condominium ownership as a part of the Condominium by recording in the public records of the County an amendment to this Declaration executed and acknowledged only by the Developer, or its successors and assigns. Upon recordation of the amendment, the undivided shares of common elements and expenses shall be adjusted automatically in accordance with Exhibit B hereof.

In the event that the Developer determines not to add the Subsequent Phase, the Developer shall give notice to the owners of the existing Units of the decision not to add the additional phase. The notice shall be sent by certified mail addressed to each Unit Owner at the address of his Unit or his last known address.

21.2 Graphic Depiction of Improvements for Phase 1-B.

If constructed, Phase 1-B will consist of the following improvements:

<u>Phase 1-B</u>	<u>Number of Units</u>
Building Number 7	4
Building Number 8	4
Building Number 9	4
Building Number 10	4
Building Number 11	5

21.3 Changes In Ownership of Common Elements and Expenses.

Upon the addition of the Subsequent Phase, the shares of ownership of Common Elements and Expenses will decrease. Upon the completion of Phase 1-A, each Unit Owner will have a 1/23rd interest in the Common Elements and Expenses; if Phase 1-B is added, then a 1/44th interest in the ownership of Common Elements and Expenses.

21.4 Additional Facilities.

Upon the Declaration of the Subsequent Phase, the Residential Buildings, landscaped areas, sidewalks and roadways contained within such Subsequent Phases as depicted in Exhibit C-1 will be constructed.

21.5 Voting Rights.

In the event that the Subsequent Phase is submitted to this Declaration, the Owner of each Unit shall be entitled to membership in the Association. Each Unit Owner shall be entitled to one vote in Association matters for a total of 44 votes, if the Subsequent Phase is added. If Phase 1-B is not added there will be 23 votes.

21.6 Time Share Estates.

There will be no time share estates in subsequent phases.

21.7 Indemnification.

Upon Developer's determination to construct the Subsequent Phase, Developer shall indemnify the existing Unit Owners and hold them harmless from any liens arising in connection with Developer's ownership

and construction of improvements upon the property being submitted to the Declaration. Developer further acknowledges that the construction of the Subsequent Phase will not adversely affect the rights of Unit Owners (except as set forth herein) nor the priority of the first mortgages on Units in the existing Condominium. All taxes, assessments, mechanic's liens and other charges affecting the existing property covering any period prior to the addition of the subsequent phases shall be paid or otherwise satisfactorily provided by the Developer.

If required, the Developer shall purchase, at its own cost and expense a liability insurance policy to cover any liability to which Unit Owners of previously sold units might be exposed. If purchased, the policy shall be included "as owner's interest might appear".

21.8 Proviso.

Nothing contained herein shall be deemed to require the Developer to submit any or all the property contained in the Subsequent Phase or any portion thereof to condominium ownership under this Declaration nor to require that the Association be the entity responsible for its operation.

Nothing contained herein either in this Declaration or any term or provision hereof shall constitute a defect, encumbrance, a lien upon the title of any portion of the property described in Exhibit A-1. This Declaration and the exhibits attached hereto are intended only to reserve certain rights to the Developer and its successors or assigns as the owner of such property.

22. MISCELLANEOUS

22.1 Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

22.2 Applicability of Declaration of Condominium.

All present or future owners, lessees, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

22.3 Construction.

The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act as amended to the date hereof is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

22.4 Parties Bound.

The restrictions and burdens imposed by the Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in

the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed and its corporate seal to be affixed, by its duly authorized officer on the date set forth above.

Signed, sealed and delivered in the presence of:

FLETCHER COMMUNITIES, INC.

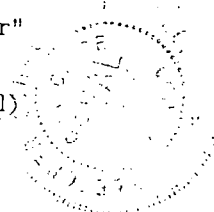
John A Budner

By: Stephen D Melchior
Its Vice President

Lynn D Vannadue

"Developer"

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 28 day of August, 1985, by Stephen D Melchior the VICE President of FLETCHER COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

Johanna Salzberg
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 4 1987
WINTER HAVEN FLORIDA 33984

CONSENT AND JOINDER OF MORTGAGE

SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, A Corporation organized and existing under the laws of the United States of America (Mortgagee), is the mortgagee under the mortgage (Mortgage) recorded in the Public Records of St. Johns County, Florida, in Official Records Book 675, Page 264.

Mortgagee joins in the Declaration of Condominium for The Innlet At Ponte Vedra Beach, a Condominium, dated August _____, 1985, to evidence its consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto.

Mortgagee hereby agrees that such security interests are subordinate and inferior to this Declaration of Covenants, Conditions and Restrictions.

Signed, sealed and delivered in the presence of:

Sheri T. Maguire
Helma B Thomas

SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Linda T. Alexon
Vice President

ATTEST: Rosemarie K. Anderson
Assistant Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

I hereby certify that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, LINDA FL ALEXON and ROSEMARIE K. ANDERSON, Vice President and Assistant Secretary, respectively of SECURITY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States Corporation, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation and that the seal affixed thereto is in truth and fact the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of August, 1985, at Daytona Beach, in the County and State aforesaid.

Helma B Thomas
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 21, 1988
BONDED THRU GENERAL INS. UND.

THE INNLET AT PONTE VEDRA BEACH

OFF REC 682 FILE 1272

A CONDOMINIUM

DESCRIPTION OF PHASE 1-A

A PART OF THE PHILIP SOLANA GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 43; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 921.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 392.00 FEET; THENCE S.05°20'00"E., ALONG THE WEST LINE OF PARCEL THREE, AS DESCRIBED IN OFFICIAL RECORDS VOLUME 235, PAGE 737 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 206.12 FEET; THENCE S.19°07'16"E. A DISTANCE OF 48.71 FEET; THENCE S.09°31'29"E. A DISTANCE OF 59.81 FEET; THENCE S.03°01'45"E. A DISTANCE OF 124.96 FEET; THENCE S.62°03'06"W. A DISTANCE OF 50.14 FEET; THENCE S.80°16'51"W. A DISTANCE OF 31.01 FEET; THENCE N.33°27'46"W. A DISTANCE OF 31.01 FEET; THENCE S.56°32'14"W. A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERY HAVING A RADIUS OF 156.62 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.78°56'32"W. AND A CHORD DISTANCE OF 119.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.78°39'11"W. A DISTANCE OF 92.27 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 33.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.63°36'41"W. AND A CHORD DISTANCE OF 40.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.25°52'33"W. A DISTANCE OF 23.34 FEET; THENCE N.88°01'03"W. A DISTANCE OF 132.91 FEET; THENCE N.05°20'00"W. A DISTANCE OF 180.72 FEET; THENCE N.44°47'18"E. A DISTANCE OF 127.70 FEET; THENCE N.05°20'00"W. A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.60 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF GOVERNMENT LOT 6, 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 NORTHWEST CORNER OF PHILIP SOLANA GRANT, SECTION 43 OF SAID TOWNSHIP AND RANGE; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 73.17 FEET; THENCE N.05°50'00"W. A DISTANCE OF 300.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CORONA ROAD, COUNTY ROAD NO. 210 (FORMERLY PALM VALLEY ROAD, STATE ROAD NO. 210); THENCE S.84°10'00"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 78.01 FEET; THENCE S.15°45'35"E. A DISTANCE OF 32.94 FEET; THENCE S.14°50'00"W. A DISTANCE OF 82.00 FEET; THENCE S.05°20'00"E. A DISTANCE OF 65.00 FEET; THENCE S.30°32'31"E. A DISTANCE OF 67.76 FEET; THENCE S.06°08'25"E. A DISTANCE OF 64.54 FEET TO THE POINT OF BEGINNING. CONTAINING 0.59 ACRES MORE OR LESS.

THE FOREGOING EASEMENT IS PERPETUAL AND NON-EXCLUSIVE; ALL OWNERS IN THE INNLET AT PONTE VEDRA BEACH COMMUNITY, TOGETHER WITH THEIR MORTGAGEES, MUNICIPAL AND PRIVATE UTILITIES AND SERVICES AND OTHERS TO WHOM THE OWNERS GRANT EASEMENT RIGHTS SHALL HAVE THE RIGHT TO USE THE ABOVE EASEMENT FOR ITS INTENDED PURPOSE. SUBJECT TO THE INNLET AT PONTE VEDRA BEACH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND ANY RESTRICTIONS OR RESERVATIONS CONTAINED IN THE GRANT OF EASEMENT.

REF. 682 PAGE 1273

THE INNLET AT PONTE VEDRA BEACH

— A CONDOMINIUM —

DESCRIPTION OF PHASE 1-B

A PART OF THE PHILIP SOLANA GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 43; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 581.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 340.73 FEET; THENCE S.05°20'00"E. A DISTANCE OF 180.00 FEET; THENCE S.44°47'18"W. A DISTANCE OF 27.70 FEET; THENCE S.05°20'00"E. A DISTANCE OF 180.72 FEET; THENCE S.88°01'03"E. A DISTANCE OF 132.91 FEET; THENCE S.25°52'33"W. A DISTANCE OF 12.43 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 181.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF S.59°59'02"W. AND A CHORD DISTANCE OF 203.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.85°54'29"W. A DISTANCE OF 101.66 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.46°10'43"W. AND A CHORD DISTANCE OF 37.68 FEET TO THE END OF SAID CURVE; THENCE S.88°15'55"W. A DISTANCE OF 42.78 FEET; THENCE S.05°20'00"W. A DISTANCE OF 573.55 FEET TO THE POINT OF BEGINNING. CONTAINING 3.9 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF GOVERNMENT LOT 6, 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 NORTHWEST CORNER OF PHILIP SOLANA GRANT, SECTION 43 OF SAID TOWNSHIP AND RANGE; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 73.17 FEET; THENCE N.05°50'00"W. A DISTANCE OF 300.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CORONA ROAD, COUNTY ROAD NO. 210 (FORMERLY PALM VALLEY ROAD, STATE ROAD NO. 210); THENCE S.84°10'00"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 78.01 FEET; THENCE S.15°45'35"E. A DISTANCE OF 32.94 FEET; THENCE S.14°50'00"W. A DISTANCE OF 2.00 FEET; THENCE S.05°20'00"E. A DISTANCE OF 65.00 FEET; THENCE S.30°32'31"E. A DISTANCE OF 67.76 FEET; THENCE S.06°08'25"E. A DISTANCE OF 4.54 FEET TO THE POINT OF BEGINNING. CONTAINING 0.59 ACRES MORE OR LESS.

THE FOREGOING EASEMENT IS PERPETUAL AND NON-EXCLUSIVE; ALL OWNERS IN THE INNLET AT PONTE VEDRA BEACH COMMUNITY, TOGETHER WITH THEIR MORTGAGEES, MUNICIPAL AND PRIVATE UTILITIES AND SERVICES AND OTHERS TO WHOM THE OWNERS GRANT EASEMENT RIGHTS SHALL HAVE THE RIGHT TO USE THE ABOVE EASEMENT FOR ITS INTENDED PURPOSE. SUBJECT TO THE INNLET AT PONTE VEDRA BEACH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND ANY RESTRICTIONS OR RESERVATIONS CONTAINED IN THE GRANT OF EASEMENT.

EXHIBIT B

FRACTIONAL SHARES OF COMMON
ELEMENTS AND COMMON EXPENSES

Upon submission of the land contained in 1-A to Declaration of Condominium all units will have an equal undivided 1/23rd share of common elements and common expenses as follows:

Units 101-104	1/23rd
Units 106-107	1/23rd
Units 109-112	1/23rd
Units 114-117	1/23rd
Units 119-122	1/23rd
Units 124-128	1/23rd

If the land contained in Phase 1-B is submitted to the Declaration of Condominium, all units will have an equal undivided share of common elements and common expenses as follows:

Units 101-104	1/44th
Units 106-107	1/44th
Units 109-112	1/44th
Units 114-117	1/44th
Units 119-122	1/44th
Units 124-128	1/44th
Units 130-133	1/44th
Units 135-138	1/44th
Units 140-143	1/44th
Units 145-148	1/44th
Units 150-154	1/44th

At the present, the Developer intends to complete both phases; however, the Developer is obligated by these documents to complete only Phase 1-A. In the event that the Developer, in its sole discretion determines not to subject Phase 1-B to the Declaration, the Developer shall give notice to the Unit Owners by certified mail of its intention not to complete Phase 1-B.

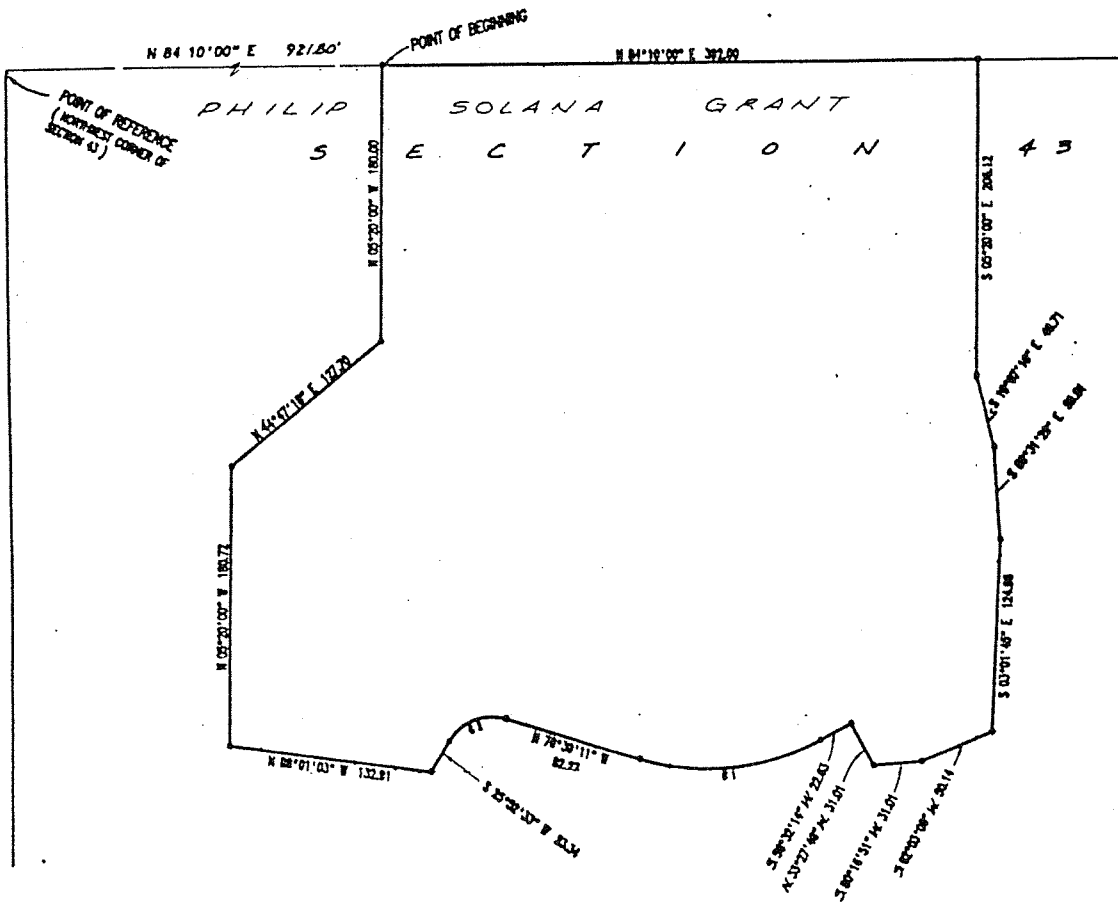
THE INNLET AT PONTE VEDRA BEACH

OFF REC 082 PAGE 1275

A CONDOMINIUM

BOUNDARY OF PHASE 1-A

S E C T I O N 27



CURVE TABLE

NAME	ANGLE	RADIUS	LENGTH	BEARING	CHORD
C 1	44°48'30"	134.03	123.00	S 77°34'22\"/>	
C 2	79°28'11"	33.33	43.00	S 83°30'41\"/>	

SCALE: 1" = 100'

SEE EXHIBIT C PAGE 2 OF 10 FOR LEGAL DESCRIPTION

H. A. DURDEN & ASSOCIATES INC.
 LAND SURVEYORS
 Post Office Box 50670

THE INNLET AT PONTE VEDRA BEACH

OFF REC 682 PAGE 1276

A CONDOMINIUM

DESCRIPTION OF PHASE 1-A

A PART OF THE PHILIP SOLANA GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 43; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 921.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 392.00 FEET; THENCE S.05°20'00"E., ALONG THE WEST LINE OF PARCEL THREE, AS DESCRIBED IN OFFICIAL RECORDS VOLUME 235, PAGE 737 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 206.12 FEET; THENCE S.19°07'16"E. A DISTANCE OF 48.71 FEET; THENCE S.09°31'29"E. A DISTANCE OF 59.81 FEET; THENCE S.03°01'45"E. A DISTANCE OF 124.96 FEET; THENCE S.62°03'06"W. A DISTANCE OF 50.14 FEET; THENCE S.80°16'51"W. A DISTANCE OF 31.01 FEET; THENCE N.33°27'46"W. A DISTANCE OF 31.01 FEET; THENCE S.56°32'14"W. A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERY HAVING A RADIUS OF 156.62 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.78°56'32"W. AND A CHORD DISTANCE OF 119.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.78°39'11"W. A DISTANCE OF 92.27 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 33.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.63°36'41"W. AND A CHORD DISTANCE OF 40.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.25°52'33"W. A DISTANCE OF 23.34 FEET; THENCE N.88°01'03"W. A DISTANCE OF 132.91 FEET; THENCE N.05°20'00"W. A DISTANCE OF 180.72 FEET; THENCE N.44°47'18"E. A DISTANCE OF 127.70 FEET; THENCE N.05°20'00"W. A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.60 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

A PART OF GOVERNMENT LOT 6, SECTIN 27, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF PHILIP SOLANA GRANT, SECTION 43 OF SAID TOWNSHIP AND RANGE; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 73.17 FEET; THENCE N.05°50'00"W. A DISTANCE OF 300.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CORONA ROAD, COUNTY ROAD NO. 210 (FORMERLY PALM VALLEY ROAD, STATE ROAD NO. 210); THENCE S.84°10'00"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 78.01 FEET; THENCE S.15°45'35"E. A DISTANCE OF 32.94 FEET; THENCE S.14°50'00"W. A DISTANCE OF 82.00 FEET; THENCE S.05°20'00"E. A DISTANCE OF 65.00 FEET; THENCE S.30°32'31"E. A DISTANCE OF 67.76 FEET; THENCE S.06°08'25"E. A DISTANCE OF 54.54 FEET TO THE POINT OF BEGINNING. CONTAINING 0.59 ACRES MORE OR LESS.

THE FOREGOING EASEMENT IS PERPETUAL AND NON-EXCLUSIVE; ALL OWNERS IN THE INNLET AT PONTE VEDRA BEACH COMMUNITY, TOGETHER WITH THEIR MORTGAGEES, MUNICIPAL AND PRIVATE UTILITIES AND SERVICES AND OTHERS TO WHOM THE OWNERS GRANT EASEMENT RIGHTS SHALL HAVE THE RIGHT TO USE THE ABOVE EASEMENT FOR ITS INTENDED PURPOSE. SUBJECT TO THE INNLET AT PONTE VEDRA BEACH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND ANY RESTRICTIONS OR RESERVATIONS CONTAINED IN THE GRANT OF EASEMENT.

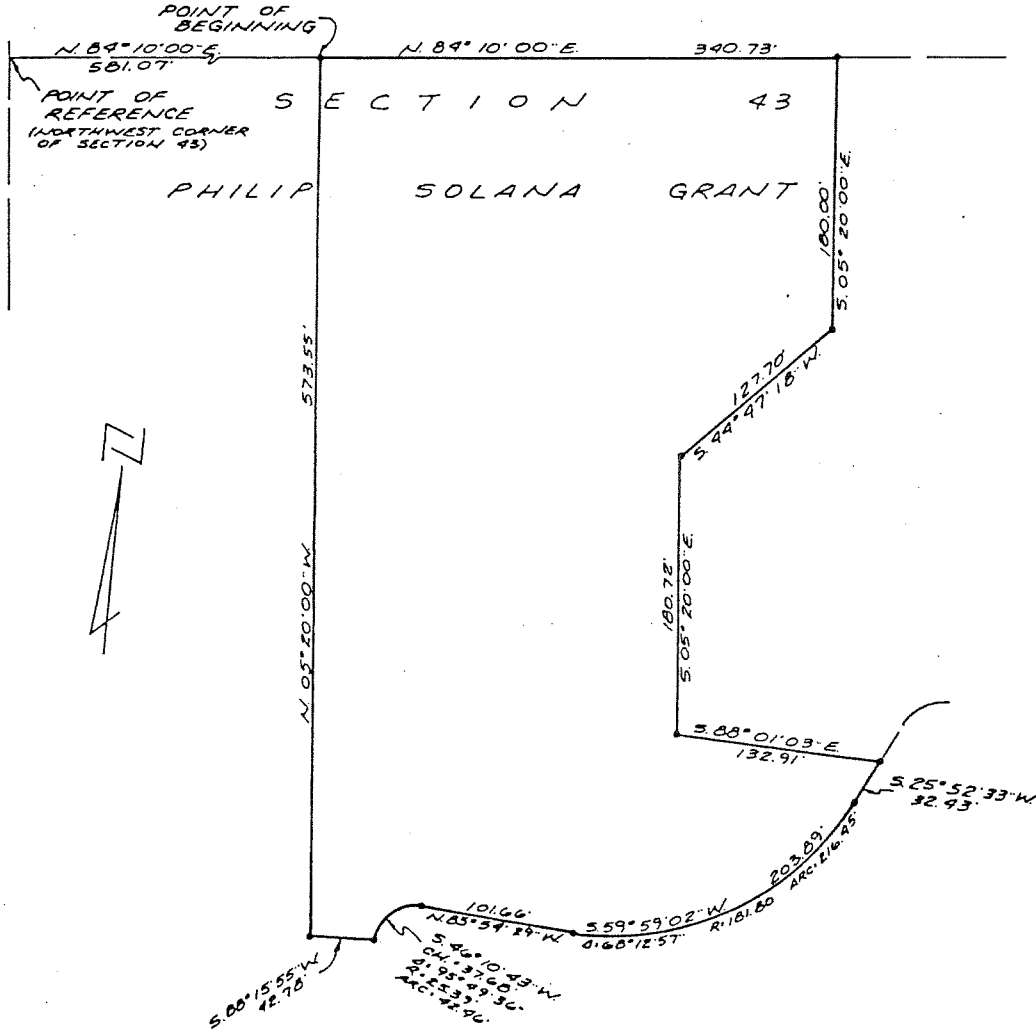
THE INNLET AT PONTE VEDRA BEACH

REF 082 PAGE 1277

A CONDOMINIUM

BOUNDARY OF PHASE 1-B

SECTION 27



SEE EXHIBIT C PAGE 4 OF 10 FOR LEGAL DESCRIPTION

H. A. DURDEN & ASSOCIATES INC.
 LAND SURVEYORS
 Post Office Box 50670
 San Diego, California

SCALE: 1" = 100'

EXHIBIT C

THE INNLET AT OFF. REC. 682 PAGE 1278
PONTE VEDRA BEACH
A CONDOMINIUM

DESCRIPTION OF PHASE 1-B

A PART OF THE PHILIP SOLANA GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 43; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 581.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 340.73 FEET; THENCE S.05°20'00"E. A DISTANCE OF 180.00 FEET; THENCE S.44°47'18"W. A DISTANCE OF 127.70 FEET; THENCE S.05°20'00"E. A DISTANCE OF 180.72 FEET; THENCE S.88°01'03"E. A DISTANCE OF 132.91 FEET; THENCE S.25°52'33"W. A DISTANCE OF 32.43 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 181.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF S.59°59'02"W. AND A CHORD DISTANCE OF 203.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.85°54'29"W. A DISTANCE OF 101.66 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF S.46°10'43"W. AND A CHORD DISTANCE OF 37.68 FEET TO THE END OF SAID CURVE; THENCE S.88°15'55"W. A DISTANCE OF 42.78 FEET; THENCE N.05°20'00"W. A DISTANCE OF 573.55 FEET TO THE POINT OF BEGINNING. CONTAINING 3.9 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

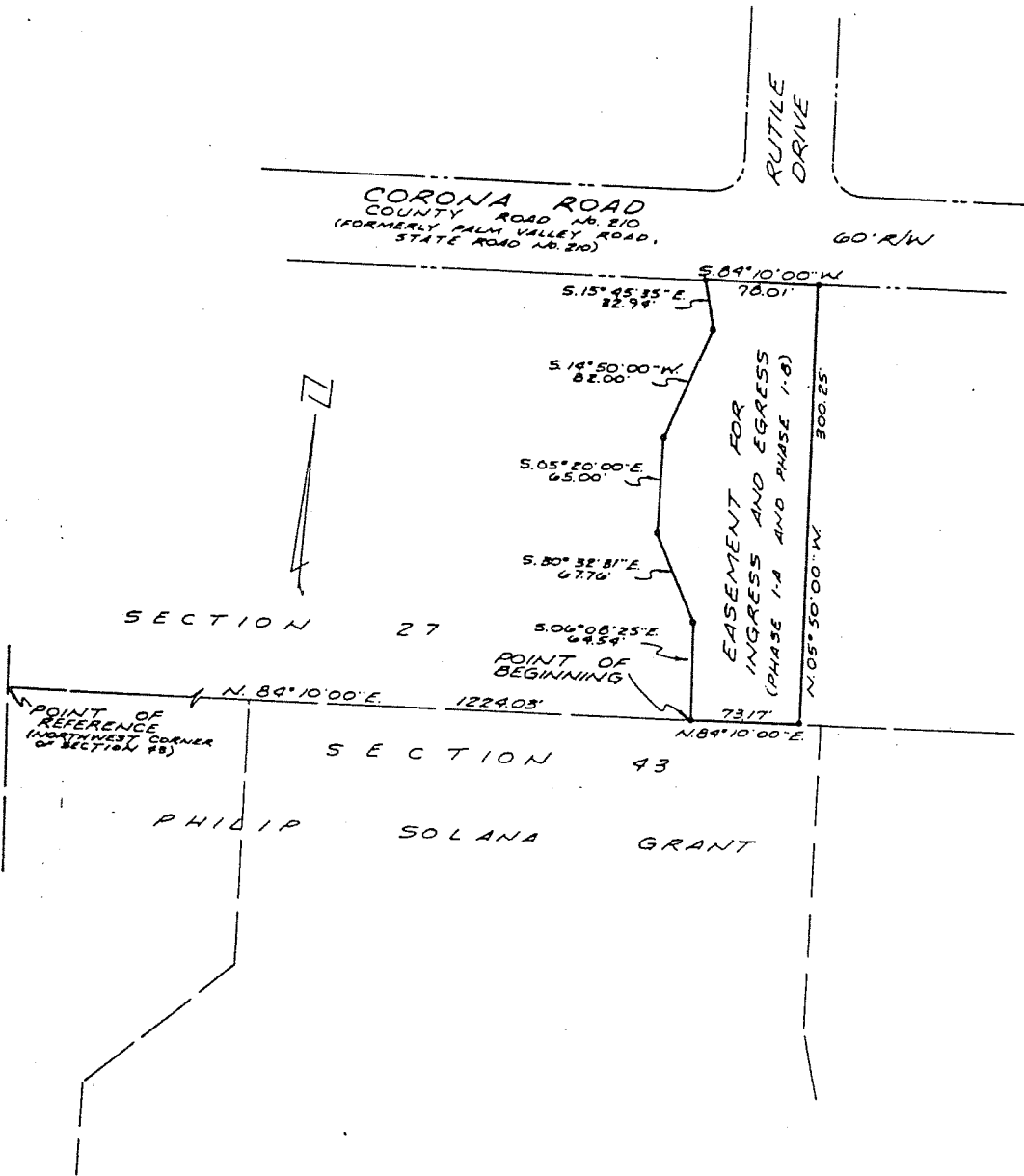
A PART OF GOVERNMENT LOT 6, SECTION 27, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF PHILIP SOLANA GRANT, SECTION 43 OF SAID TOWNSHIP AND RANGE; THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SECTION 43, A DISTANCE OF 1224.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.84°10'00"E., ALONG SAID NORTH LINE OF SECTION 43, A DISTANCE OF 73.17 FEET; THENCE N.05°50'00"W. A DISTANCE OF 300.25 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CORONA ROAD, COUNTY ROAD NO. 210 (FORMERLY PALM VALLEY ROAD, STATE ROAD NO. 210); THENCE S.84°10'00"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 78.01 FEET; THENCE S.15°45'35"E. A DISTANCE OF 32.94 FEET; THENCE S.14°50'00"W. A DISTANCE OF 82.00 FEET; THENCE S.05°20'00"E. A DISTANCE OF 65.00 FEET; THENCE S.30°32'31"E. A DISTANCE OF 67.76 FEET; THENCE S.06°08'25"E. A DISTANCE OF 64.54 FEET TO THE POINT OF BEGINNING. CONTAINING 0.59 ACRES MORE OR LESS.

THE FOREGOING EASEMENT IS PERPETUAL AND NON-EXCLUSIVE; ALL OWNERS IN THE INNLET AT PONTE VEDRA BEACH COMMUNITY, TOGETHER WITH THEIR MORTGAGEES, MUNICIPAL AND PRIVATE UTILITIES AND SERVICES AND OTHERS TO WHOM THE OWNERS GRANT EASEMENT RIGHTS SHALL HAVE THE RIGHT TO USE THE ABOVE EASEMENT FOR ITS INTENDED PURPOSE. SUBJECT TO THE INNLET AT PONTE VEDRA BEACH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND ANY RESTRICTIONS OR RESERVATIONS CONTAINED IN THE GRANT OF EASEMENT.

THE INNLET AT PONTE VEDRA BEACH

OFF REC 682 PAGE 127

A CONDOMINIUM



SEE EXHIBIT C, PAGE 2 OF 10, OR EXHIBIT C, PAGE 9 OF 10 FOR LEGAL DESCRIPTION.

H. A. DURDEN & ASSOCIATES, INC.
 LAND SURVEYORS
 Post Office Box 50870
 830 Beach Boulevard
 Jacksonville Beach, Florida 32250

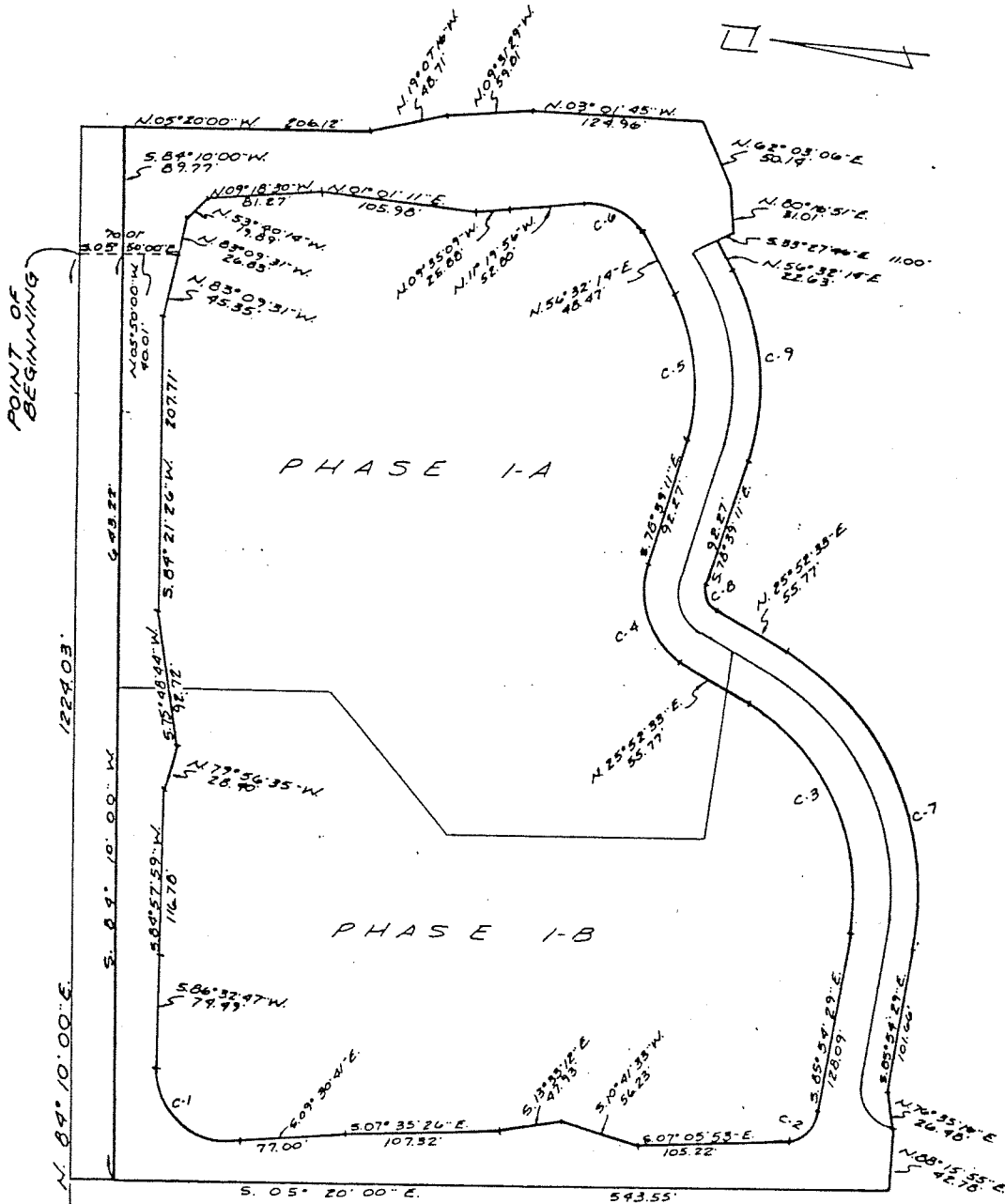
SCALE: 1"=100'
 EXHIBIT C

THE INNLET AT PONTE VEDRA BEACH

REF 682 FILE 1280

A CONDOMINIUM

MAP OF INGRESS AND EGRESS THROUGH PHASE 1-A AND PHASE 1-B



CURVE TABLE

CURVE	BEARING	CHORD	DELTA	ARC	RADIUS
C-1	E. 38° 31' 03" W.	75.37	96° 03' 28"	84.98	50.68
C-2	E. 46° 30' 11" E.	25.39	101° 11' 24"	29.02	16.43
C-3	N. 54° 59' 02" E.	175.86	68° 12' 57"	186.69	156.80
C-4	N. 63° 36' 41" E.	71.38	75° 28' 16"	76.82	58.32
C-5	N. 78° 56' 32" E.	100.33	46° 48' 35"	102.93	131.62
C-6	N. 22° 36' 09" E.	49.37	67° 52' 10"	52.38	44.22
C-7	N. 59° 59' 02" E.	226.32	68° 12' 57"	240.26	201.80
C-8	N. 63° 36' 41" E.	16.30	75° 28' 16"	17.54	13.32
C-9	N. 78° 56' 32" E.	134.63	44° 48' 35"	138.12	176.62

POINT OF REFERENCE
(NORTHWEST CORNER
OF SECTION 43)

THE INNLET AT OFF RFE 082 DATE 1281

PONTE VEDRA BEACH

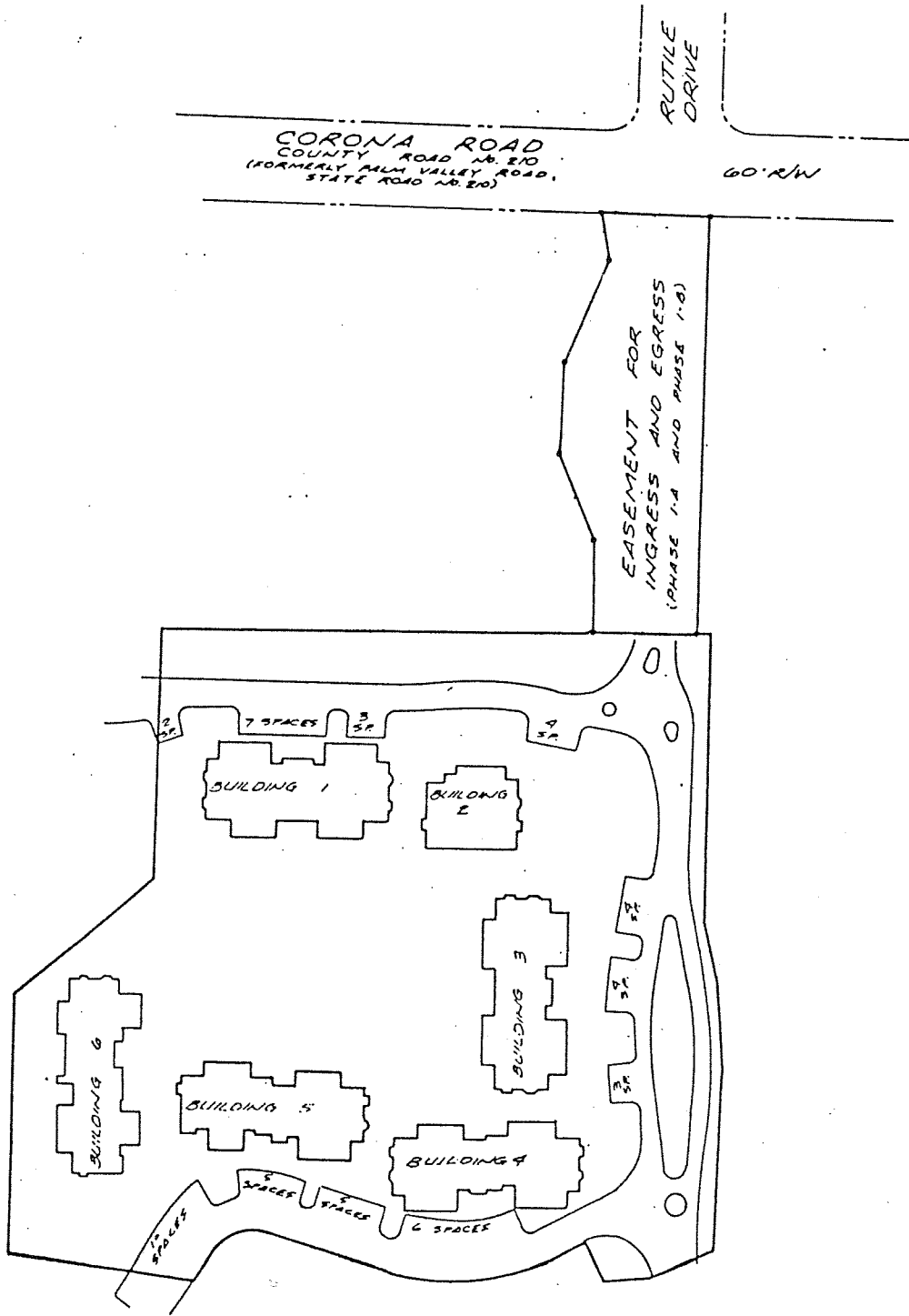
 A CONDOMINIUM

DESCRIPTION OF INGRESS AND EGRESS THROUGH PHASE 1-A AND PHASE 1-B
A PART OF THE PHILIP SOLANA GRANT, SECTION 43, TOWNSHIP 3 SOUTH, RANGE 29
EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR
A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 43;
THENCE N.84°10'00"E., ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF
1224.03 FEET TO THE POINT OF BEGINNING; THENCE S.05°50'00"E. A DISTANCE OF
70.01 FEET; THENCE N.83°09'31"W. A DISTANCE OF 45.35 FEET; THENCE
S.84°21'26"W. A DISTANCE OF 207.71 FEET; THENCE S.75°48'44"W. A DISTANCE OF
92.72 FEET; THENCE N.79°56'35"W. A DISTANCE OF 28.40 FEET; THENCE
S.84°57'59"W. A DISTANCE OF 116.78 FEET; THENCE S.86°32'47"W. A DISTANCE OF
74.49 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A
RADIUS OF 50.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A
CHORD BEARING OF S.38°31'03"W. AND A CHORD DISTANCE OF 75.37 FEET TO THE
POINT OF TANGENCY OF SAID CURVE; THENCE S.09°30'41"E. A DISTANCE OF 77.00
FEET; THENCE S.07°35'26"E. A DISTANCE OF 107.32 FEET; THENCE S.13°33'12"E. A
DISTANCE OF 47.93 FEET; THENCE S.10°41'33"W. A DISTANCE OF 56.23 FEET;
THENCE S.07°05'53"E. A DISTANCE OF 105.22 FEET TO THE POINT OF CURVE OF A
CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF S.46°30'11"E.
AND A CHORD DISTANCE OF 25.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE S.85°54'29"E. A DISTANCE OF 128.09 FEET TO THE POINT OF CURVE OF A
CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 156.80 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N.59°59'02"E.
AND A CHORD DISTANCE OF 175.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE N.25°52'33"E. A DISTANCE OF 55.77 FEET TO THE POINT OF CURVE OF A
CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 58.32 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF N.63°36'41"E.
AND A CHORD DISTANCE OF 71.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE S.78°39'11"E. A DISTANCE OF 92.27 FEET TO THE POINT OF CURVE OF A
CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 131.62 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF N.78°56'32"E.
AND A CHORD DISTANCE OF 100.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE N.56°32'14"E. A DISTANCE OF 48.47 FEET TO THE POINT OF CURVE OF A
CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 44.22 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE A CHORD BEARING OF N.22°36'09"E.
AND A CHORD DISTANCE OF 49.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE N.11°19'56"W. A DISTANCE OF 52.80 FEET; THENCE N.09°35'09"W. A
DISTANCE OF 25.88 FEET; THENCE N.01°01'11"E. A DISTANCE OF 105.98 FEET;
THENCE N.09°18'30"W. A DISTANCE OF 81.27 FEET; THENCE N.53°40'14"W. A
DISTANCE OF 19.89 FEET; THENCE N.83°09'31"W. A DISTANCE OF 26.83 FEET;
THENCE N.05°50'00"W. A DISTANCE OF 40.01 FEET; THENCE S.84°10'00"W. A
DISTANCE OF 643.22 FEET; THENCE S.05°20'00"E. A DISTANCE OF 543.55 FEET;
THENCE N.88°15'55"E. A DISTANCE OF 42.78 FEET; THENCE N.76°35'16"E. A
DISTANCE OF 26.48 FEET; THENCE S.85°54'29"E. A DISTANCE OF 101.66 FEET TO
THE POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF
101.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD
BEARING OF N.59°59'02"E. AND A CHORD DISTANCE OF 226.32 FEET TO THE POINT OF
TANGENCY OF SAID CURVE; THENCE N.25°52'33"E. A DISTANCE OF 55.77 FEET TO THE
POINT OF CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.32
FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF
N.63°36'41"E. AND A CHORD DISTANCE OF 16.30 FEET TO THE POINT OF TANGENCY OF
SAID CURVE; THENCE S.78°39'11"E. A DISTANCE OF 92.27 FEET TO THE POINT OF
CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 176.62 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF
S.78°56'32"E. AND A CHORD DISTANCE OF 134.63 FEET TO THE POINT OF TANGENCY
OF SAID CURVE; THENCE N.56°32'14"E. A DISTANCE OF 22.63 FEET; THENCE
S.33°27'46"E. A DISTANCE OF 11.00 FEET; THENCE N.80°16'51"E. A DISTANCE OF
11.01 FEET; THENCE N.62°03'06"E. A DISTANCE OF 50.14 FEET; THENCE
S.03°01'45"W. A DISTANCE OF 124.96 FEET; THENCE N.09°31'29"W. A DISTANCE OF
10.81 FEET; THENCE N.19°07'16"W. A DISTANCE OF 48.71 FEET; THENCE
S.05°20'00"W. A DISTANCE OF 206.12 FEET; THENCE S.84°10'00"W. A DISTANCE OF
10.77 FEET TO THE POINT OF BEGINNING. CONTAINING 2.31 ACRES MORE OR LESS.

THE INNLET AT PONTE VEDRA BEACH

A CONDOMINIUM

REF 682 FILE 1282



Note: The term "spaces" or "sp." denote parking spaces and are common element.

SITE PLAN
(PHASE I.A)
PROPOSED

August 9, 1985

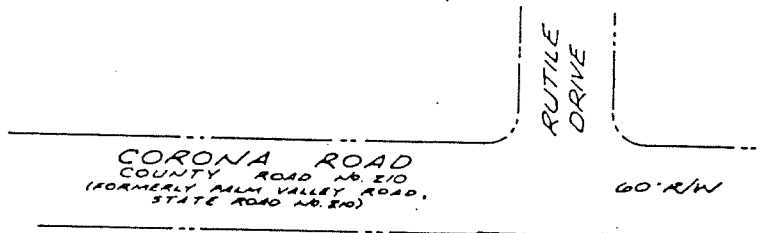
PREPARED BY:
N. A. DURDEN & ASSOCIATES, INC.
630 BEACH BOULEVARD

SCALE: 1" = 100'
EXHIBIT C

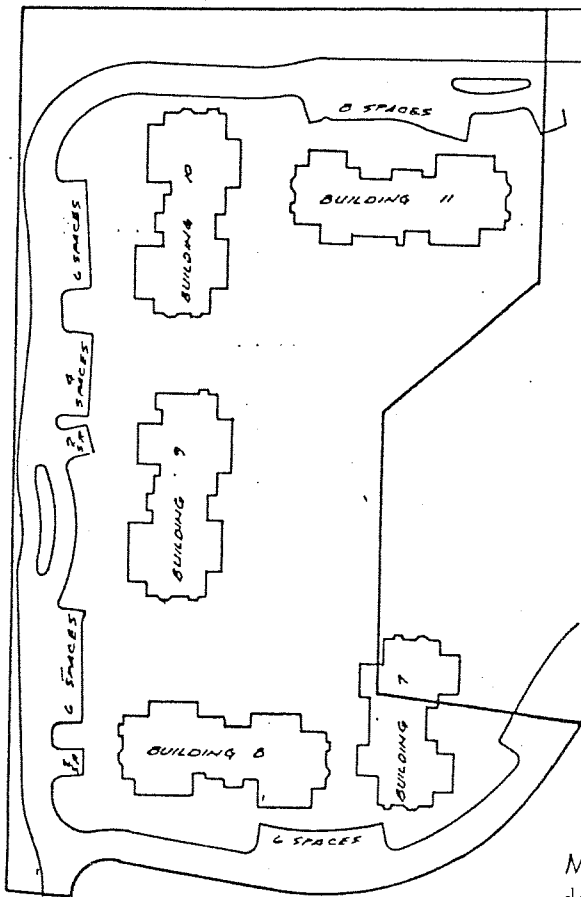
THE INNLET AT PONTE VEDRA BEACH

A CONDOMINIUM

DB P.F. 682 PAGE 128



EASEMENT FOR
INGRESS AND EGRESS
(PHASE I-A AND PHASE I-B)



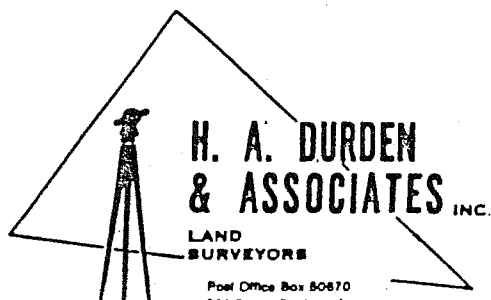
Note: The term "spaces" or "sp." denote parking spaces and are common element.

SITE PLAN
(PHASE I-B)
PROPOSED

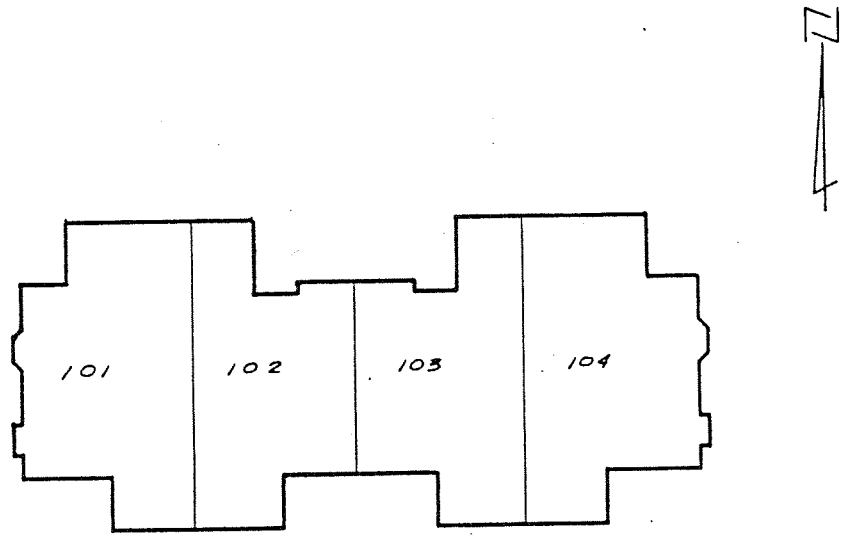
THE INNLET AT REC 682 1284
PONTE VEDRA BEACH
A CONDOMINIUM

NOTES

1. BEARINGS ARE BASED ON OFFICIAL RECORDS VOLUME 318, PAGE 740.
 2. THIS PROPERTY LIES IN FLOOD ZONE "B" WHICH IS THE AREA BETWEEN THE 100 AND 500 YEAR FLOOD AREAS AND FLOOD ZONE "A-5" WHICH IS IN THE AREA OF THE 100 YEAR FLOOD BASE FLOOD ELEVATION IS 5 FEET ABOVE MEAN SEA LEVEL.
 3. FOR DIMENSIONS SEE INDIVIDUAL UNIT DRAWINGS. DIMENSIONS ARE SUBJECT TO NORMAL CONSTRUCTION VARIATIONS AND TOLERANCES.
 4. ALL BUILDINGS ARE MASONRY AND FRAME CONSTRUCTION.
 5. UNIT BOUNDARIES:
 - A. THE UPPER HORIZONTAL BOUNDARY OF EACH UNIT SHALL BE THE LOWER SURFACE OF THE UNFINISHED CEILING EXTENDED TO AN INTERSECTION WITH THE VERTICAL BOUNDARIES.
 - B. THE LOWER HORIZONTAL BOUNDARY SHALL BE THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED FLOOR EXTENDED TO AN INTERSECTION WITH THE VERTICAL BOUNDARIES.
 - C. THE VERTICAL BOUNDARIES OF EACH UNIT SHALL BE THE PLANE OF THE UNFINISHED SHEETROCK ON THE INTERIOR SIDE OF ALL OUTER WALLS AND THEIR PROJECTION THROUGH ANY INTERIOR WALLS. (INTERIOR WALLS ARE A PART OF THE UNIT).
 - D. IN ALL UNITS HAVING FIREPLACES, THE FIREBOX AND DAMPER ARE A PART OF THE UNIT, THE FLUE PIPE AND CHIMNEY ARE LIMITED COMMON.
- ALL GLASS AND OTHER TRANSPARENT AND/OR TRANSLUCENT MATERIAL OR SCREENS COVERING WINDOWS AND DOORS AND THE MATERIAL COVERING OTHER OPENINGS IN THE EXTERIOR WALLS OF THE UNITS SHALL BE CONSTRUED TO BE WITHIN THE BOUNDARIES OR LIMITS AND PART OF THE UNIT EXCLUSIVELY SERVED BY SUCH WINDOWS, DCORS AND OTHER OPENINGS.
6. ALL AREAS WITHIN THE BOUNDARY AS SHOWN IN EXHIBIT "C" ARE COMMON EXCEPT THAT PART LYING WITHIN EACH UNIT AS DESIGNATED AS LIMITED COMMON AREAS.

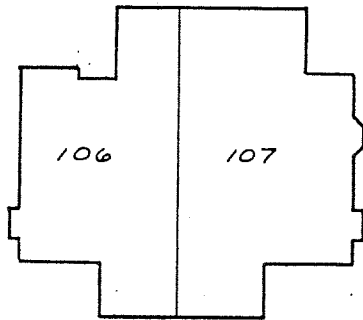


THE INNLET AT OFF REC. 682 SALE 1285
PONTE VEDRA BEACH
A CONDOMINIUM



BUILDING 1
(PROPOSED)

THE INNLET AT FILE 682 PAGE 1286
PONTE VEDRA BEACH
— A CONDOMINIUM —

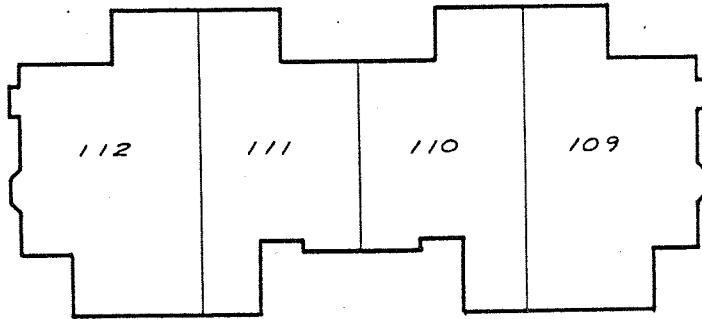
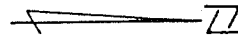


BUILDING 2
(PROPOSED)

SCALE: 1" = 30'

EXHIBIT D

THE INNLET AT OFF 082 PAGE 1287
PONTE VEDRA BEACH
A CONDOMINIUM

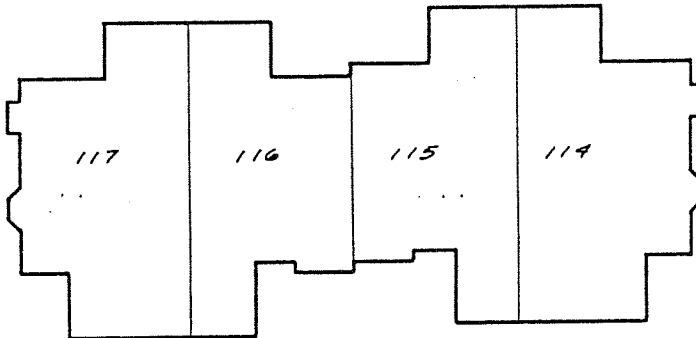


BUILDING 3
(PROPOSED)

SCALE: 1"=30'

EXHIBIT D

THE INNLET AT FILE 082 FILE 1288
PONTE VEDRA BEACH
A CONDOMINIUM

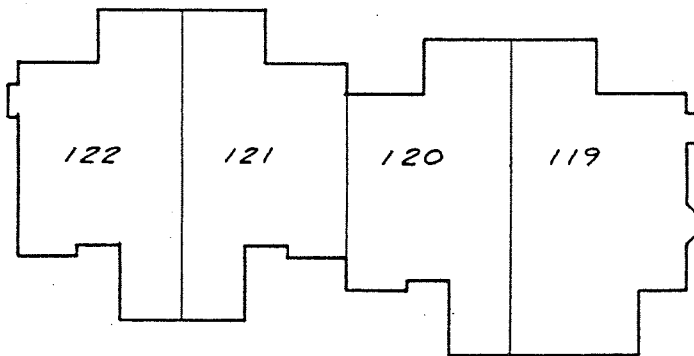


BUILDING 4
(PROPOSED)

SCALE: 1" = 30'

EXHIBIT D

THE INNLET AT REF 682 REC 1289
PONTE VEDRA BEACH
A CONDOMINIUM



BUILDING 5
(PROPOSED)

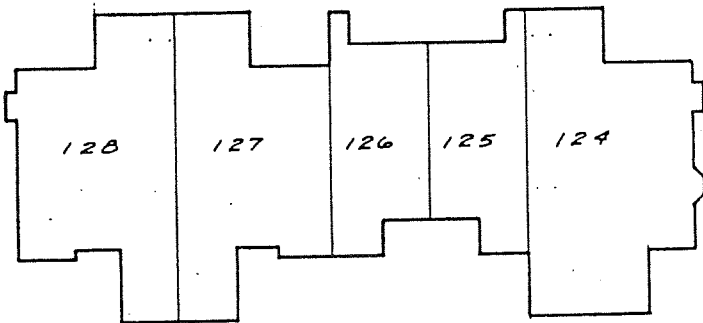
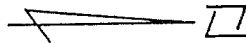
SCALE: 1" = 30'

EXHIBIT D

THE INNLET AT PONTE VEDRA BEACH

— A CONDOMINIUM —

OFF REC. 682 PAGE 1290



BUILDING 6
(PROPOSED)

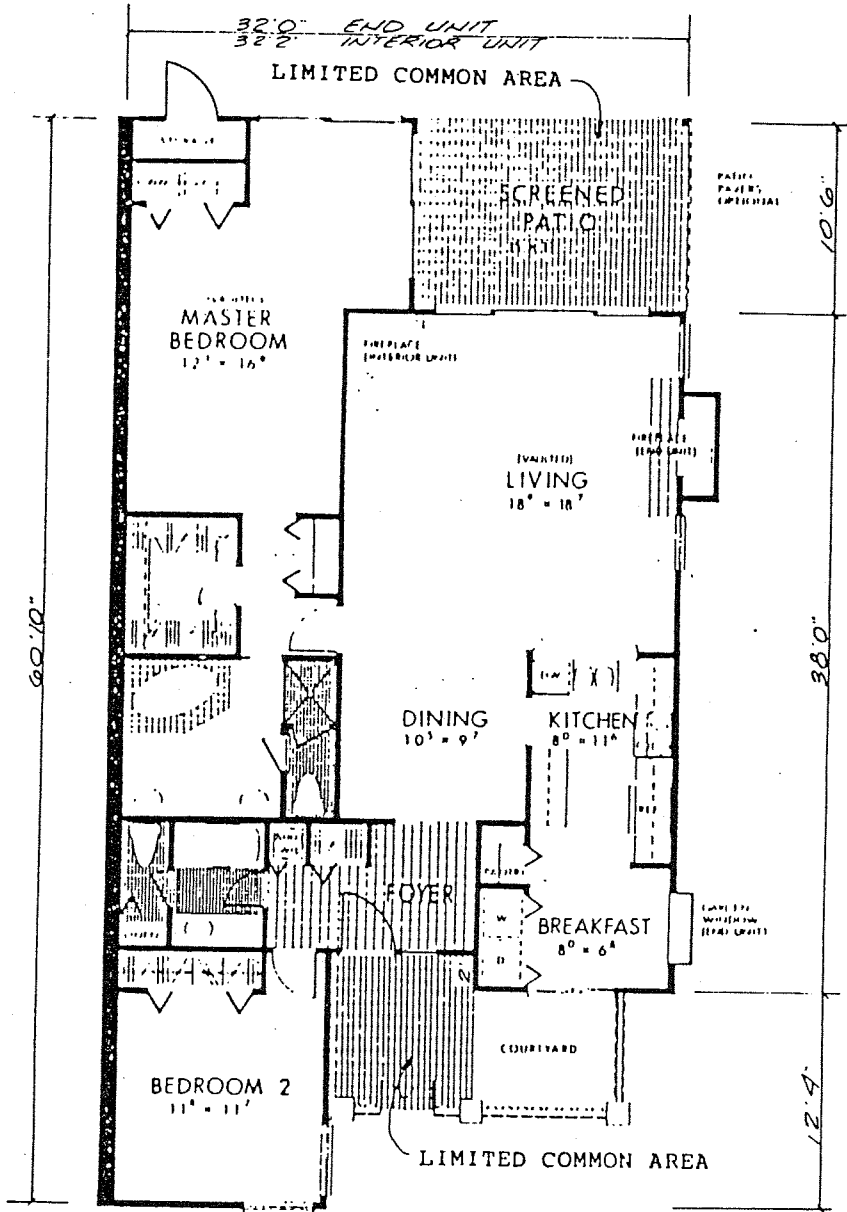
SCALE: 1/4" = 30'

EXHIBIT

THE INNLET AT PONTE VEDRA BEACH

A CONDOMINIUM

OFF R.F.C. 682 PAGE 1291



PROPOSED
 2 BEDROOM, 2 BATH
 (RIGHT HAND UNIT SHOWN,
 LEFT HAND SAME, OPPOSITE)

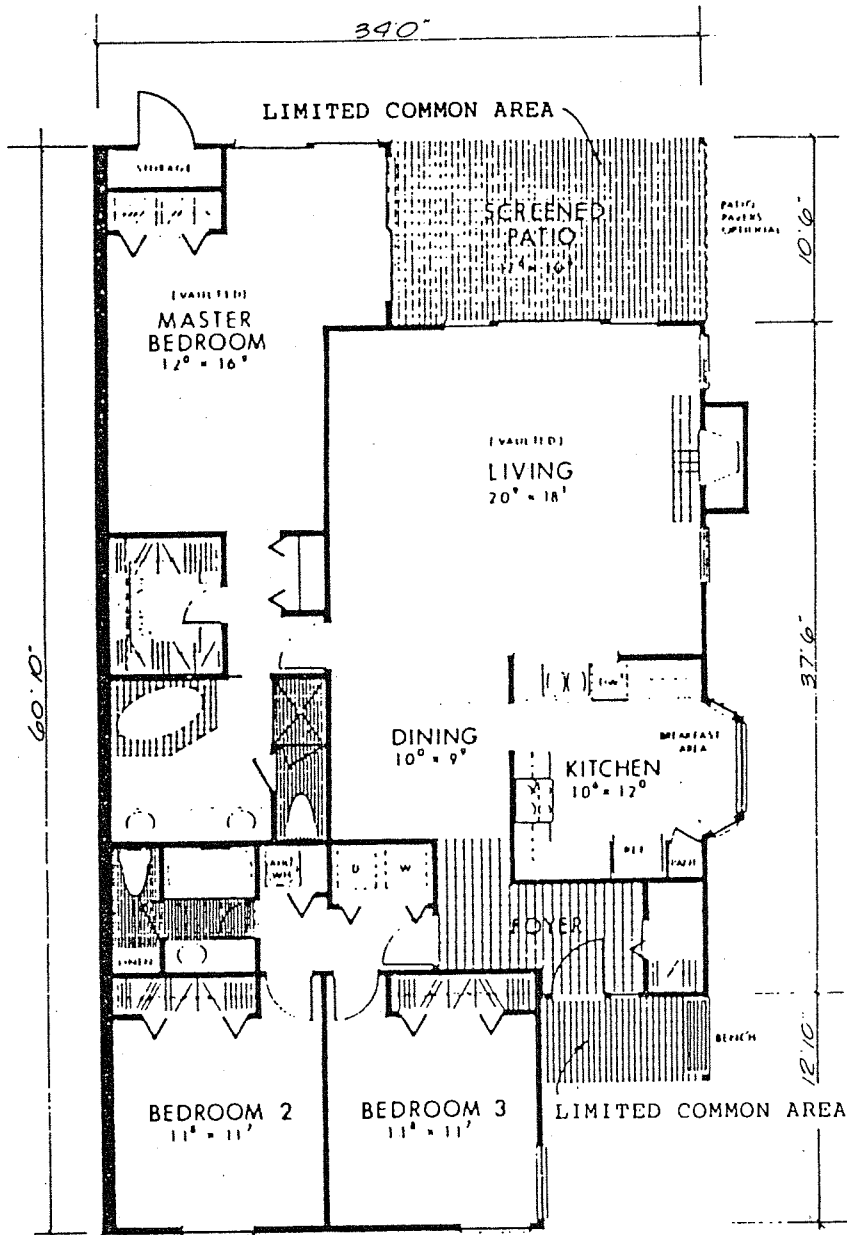
TYPICAL OF UNITS
 102, 103, 106, 110, 111, 116, 117, 120, 121, 122, 127, 128

SCALE: 1" = 8'
 (APPROXIMATE)

THE INNLET AT OFF R.F.C. 682 PAGE 1292

PONTE VEDRA BEACH

A CONDOMINIUM



PROPOSED
3 BEDROOM, 2 BATH
 (RIGHT HAND UNIT SHOWN
 LEFT HAND SAME, OPPOSITE)
 TYPICAL OF UNITS
 101, 104, 107, 109, 112, 117, 118, 119, 124

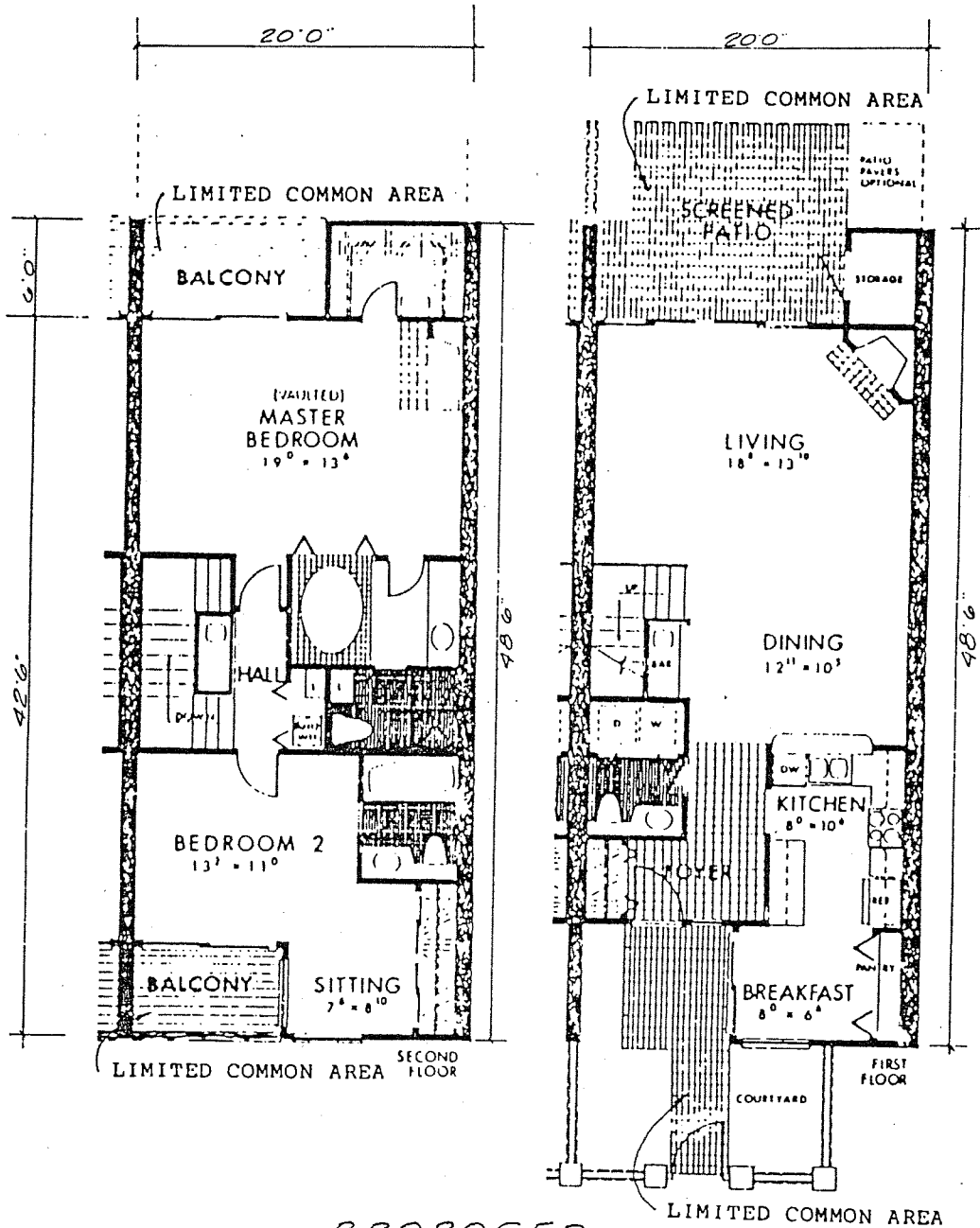
INDICATES
DOOR

SCALE 1/8" = 1'-0"
APPROXIMATE

THE INNLET AT PONTE VEDRA BEACH

OFF. REC. 682 PAGE 1293
F.F.C.

A CONDOMINIUM



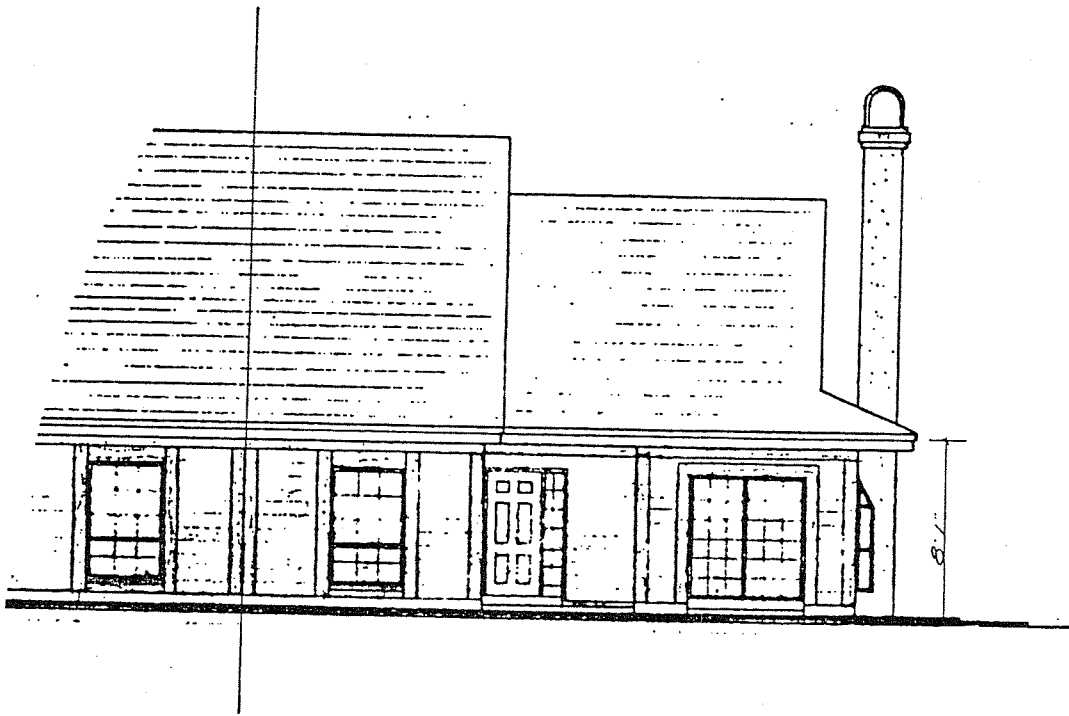
PROPOSED
2 BEDROOM, 2 1/2 BATH LOFTHOUSE
(LEFT HAND UNIT SHOWN,
RIGHT HAND SAME, OPPOSITE)

TYPICAL OF UNITS
125, 126

DENOTES
DOOR

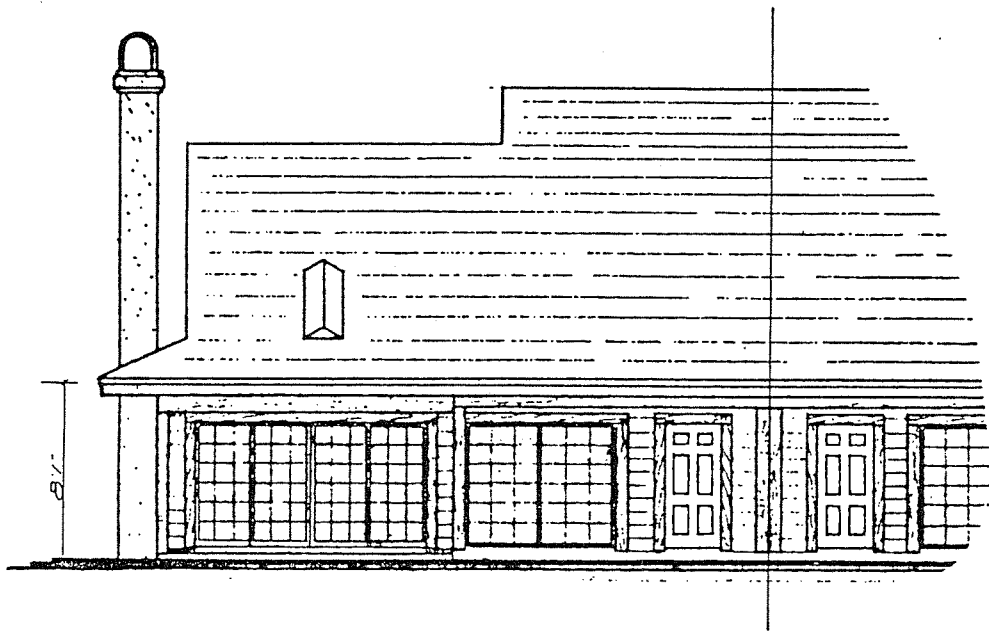
SCALE 1/8" = 1'-0"
(APPROXIMATE)

THE INNLET AT REF. 682 PAGE 1294
PONTE VEDRA BEACH
— A CONDOMINIUM —



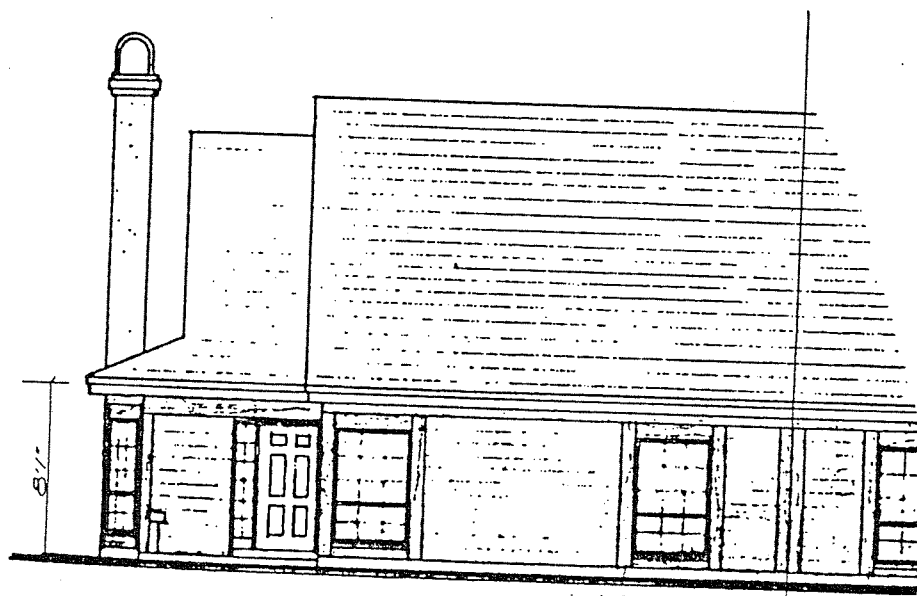
FRONT ELEVATION
2 BEDROOM 2 BATH

THE INNLET AT OFF REC 682 PAGE 1295
PONTE VEDRA BEACH
— A CONDOMINIUM —



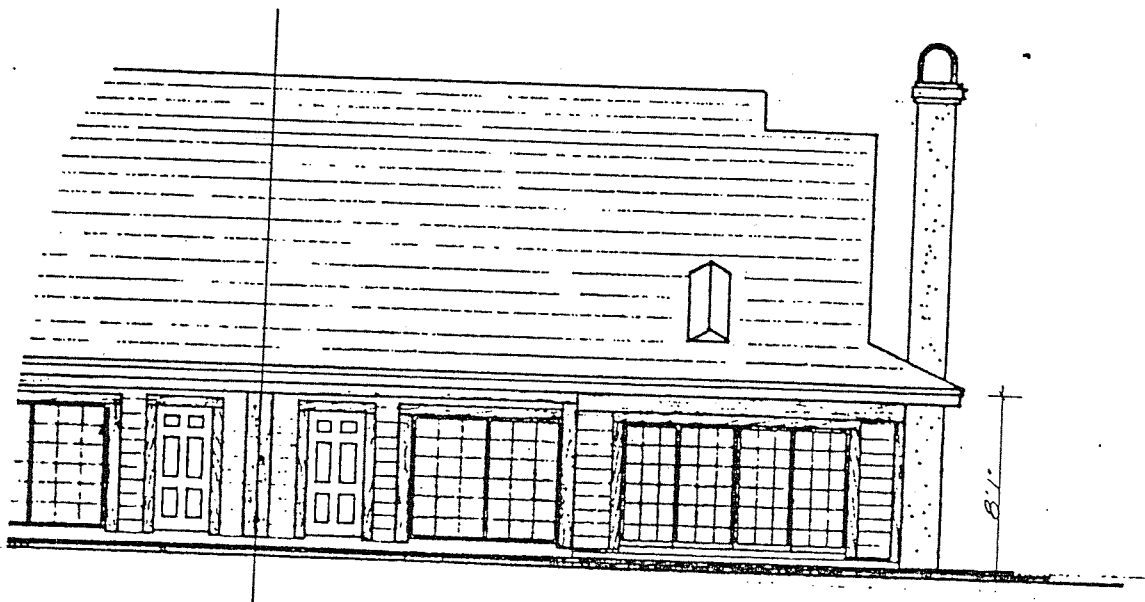
REAR ELEVATION
2 BEDROOM 2 BATH

THE INNLET AT REC 682 PAGE 1296
PONTE VEDRA BEACH
— A CONDOMINIUM —



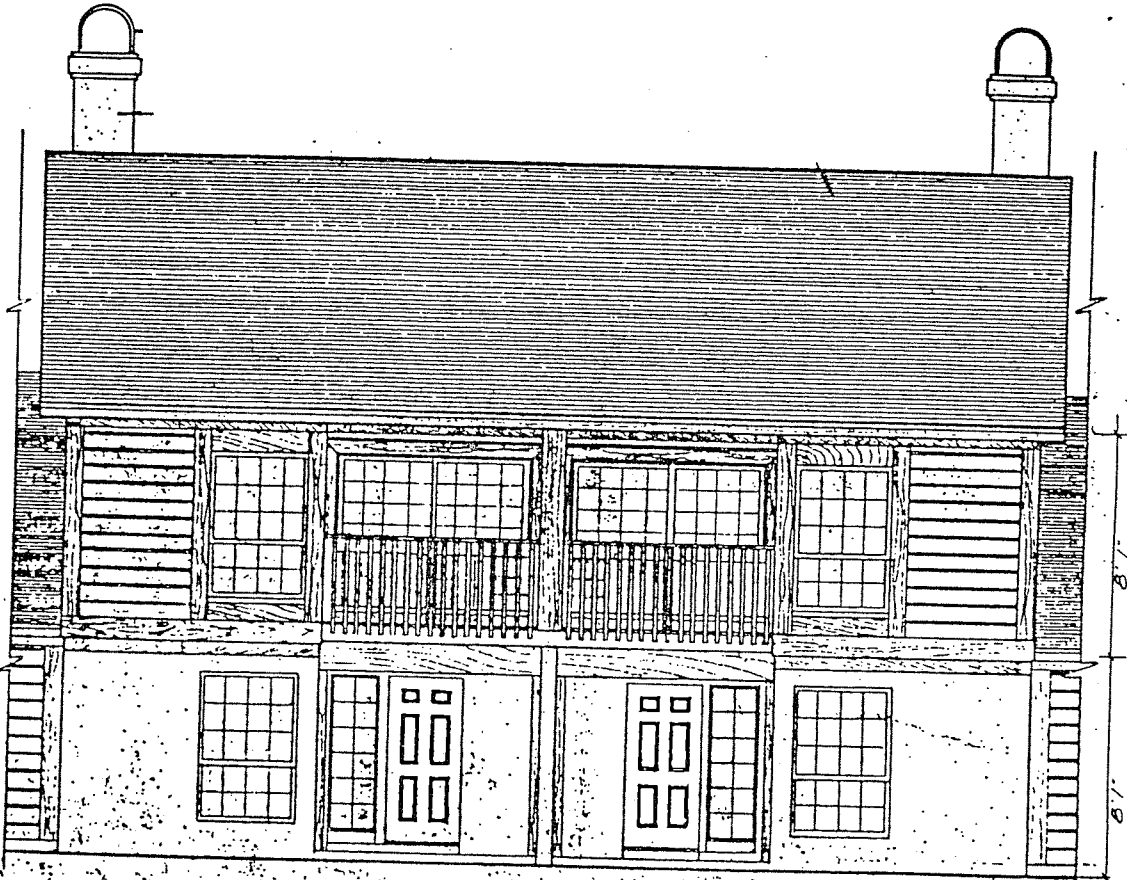
*FRONT ELEVATION
3 BEDROOM 2 BATH VILLA*

THE INNLET AT OFF REC 682 PAGE 1297
PONTE VEDRA BEACH
A CONDOMINIUM



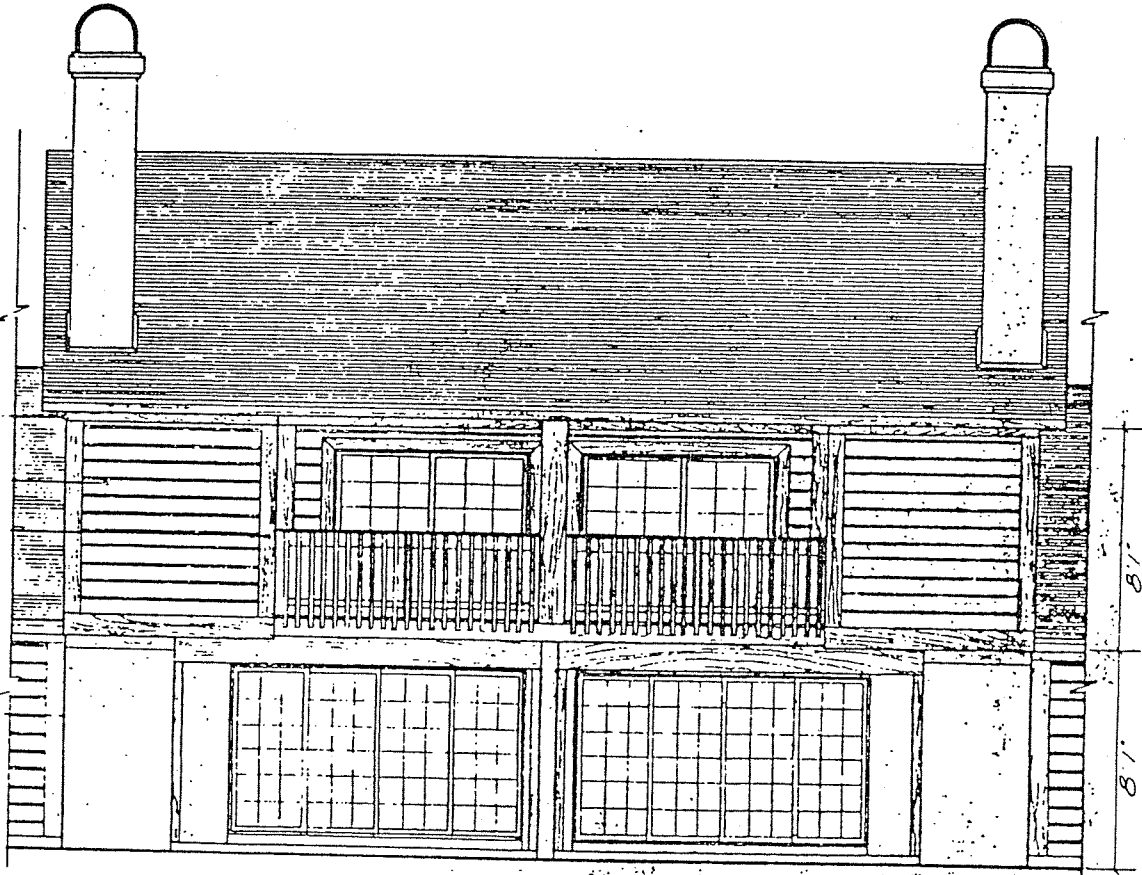
REAR ELEVATION
3 BEDROOM 2 BATH VILLA

THE INNLET AT OFF. REC. 682 PAGE 1298
PONTE VEDRA BEACH
A CONDOMINIUM



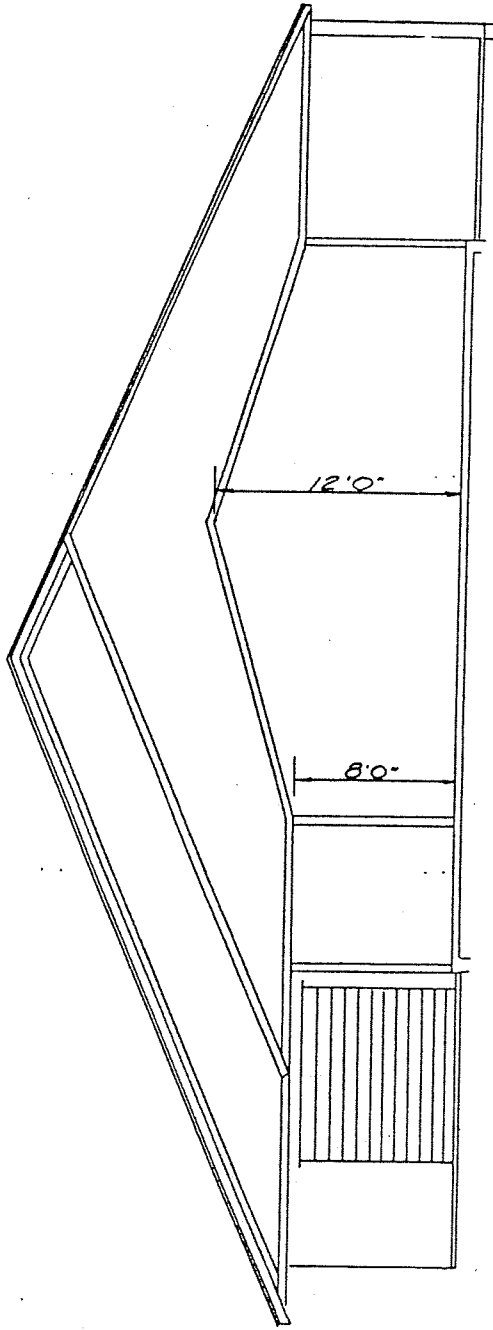
FRONT ELEVATION
2 BEDROOM 2 1/2 BATH TOWNHOUSE

THE INNLET AT DEED REC. 682 PAGE 1299
PONTE VEDRA BEACH
— A CONDOMINIUM —



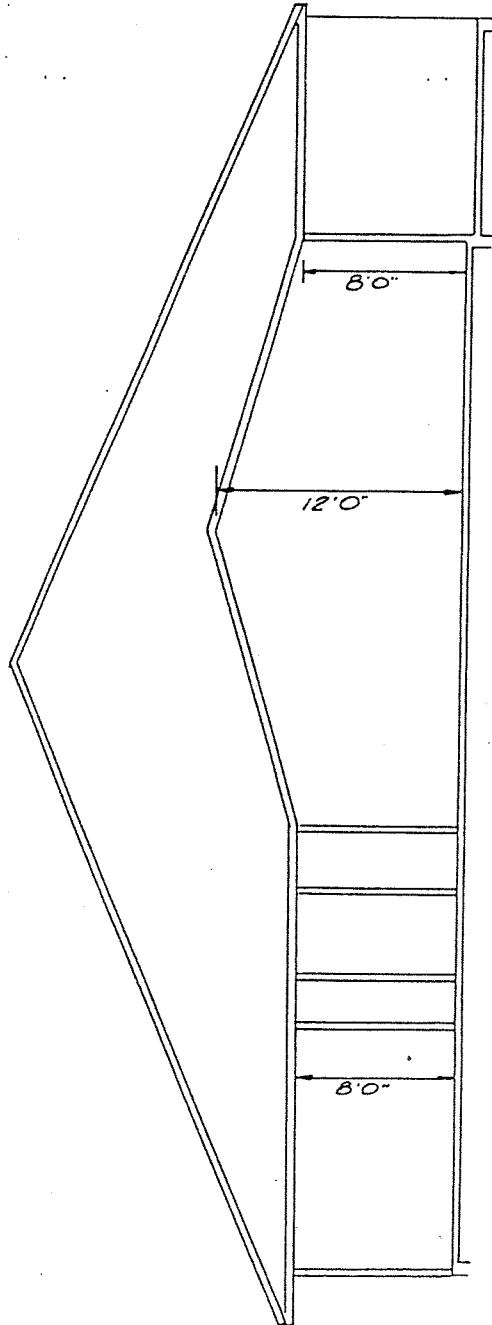
REAR ELEVATION
2 BEDROOM 2 1/2 BATH TOWNHOUSE

THE INNLET AT OFF 682 PAGE 1300
PONTE VEDRA BEACH
— A CONDOMINIUM —



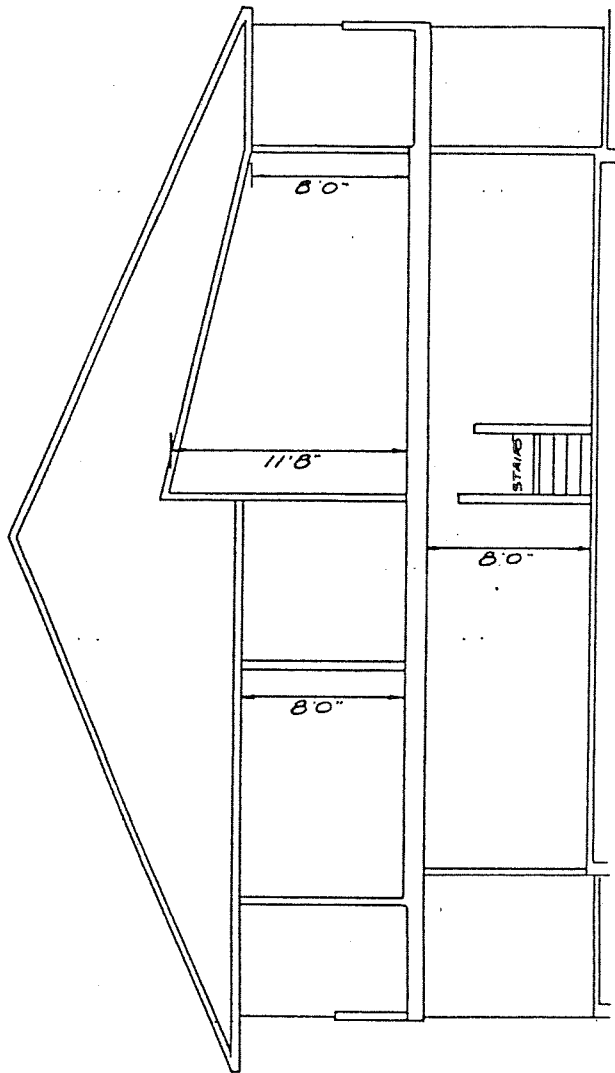
2. BEDROOM VILLA

THE INNLET AT REC 682 PAGE 1301
PONTE VEDRA BEACH
A CONDOMINIUM



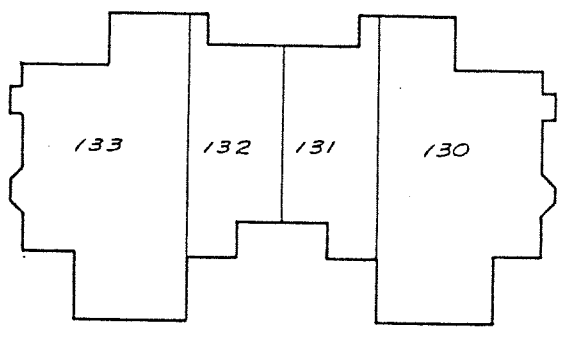
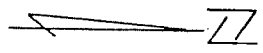
3 - BEDROOM VILLA

THE INNLET AT DEE 682 PAGE 1302
PONTE VEDRA BEACH
— A CONDOMINIUM —



2 · BEDROOM LOFTHOUSE

THE INNLET AT OFFICE 682 FILE 1303
PONTE VEDRA BEACH
A CONDOMINIUM



BUILDING 7
(PROPOSED)

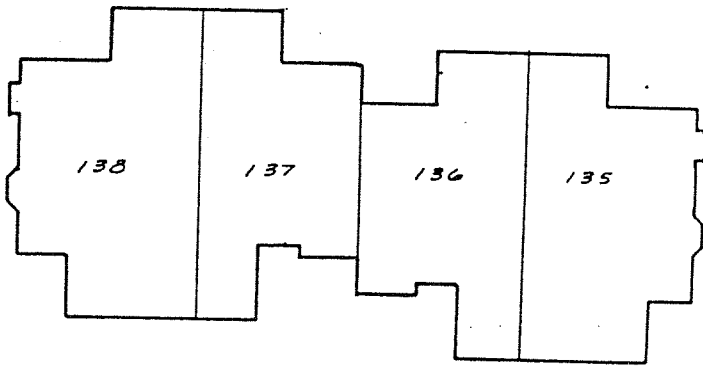
SCALE: 1" = 30'

EXHIBIT D-1

THE INNLET AT PONTE VEDRA BEACH

OFF REC 682 PAGE 1304

A CONDOMINIUM

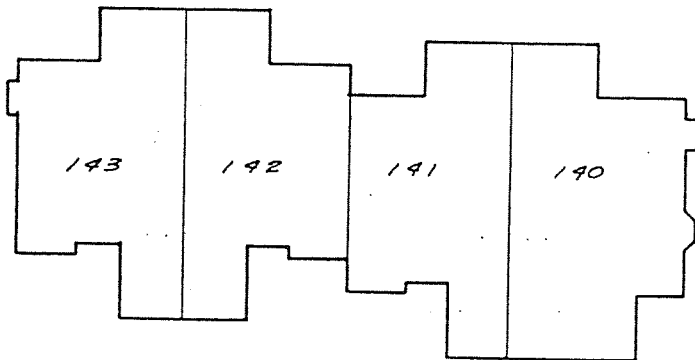
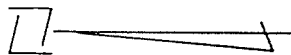


BUILDING 8
(PROPOSED)

SCALE: 1" = 30'

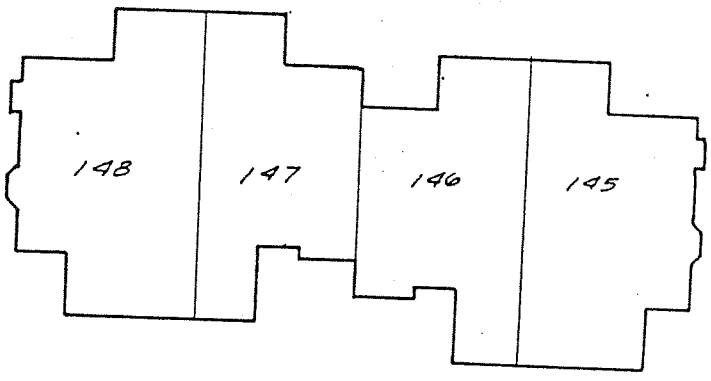
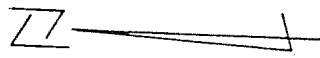
EXHIBIT D-1

THE INNLET AT REF 682 PAGE 1305
PONTE VEDRA BEACH
A CONDOMINIUM



BUILDING 9
(PROPOSED)

THE INNLET AT TEL 682 1306
PONTE VEDRA BEACH
A CONDOMINIUM

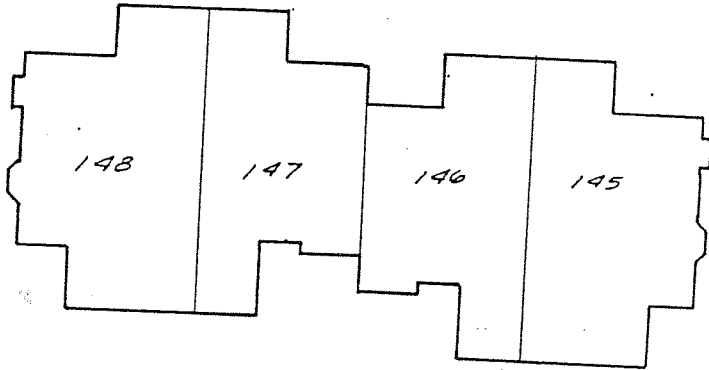
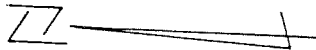


BUILDING 10
(PROPOSED)

THE INNLET AT PONTE VEDRA BEACH

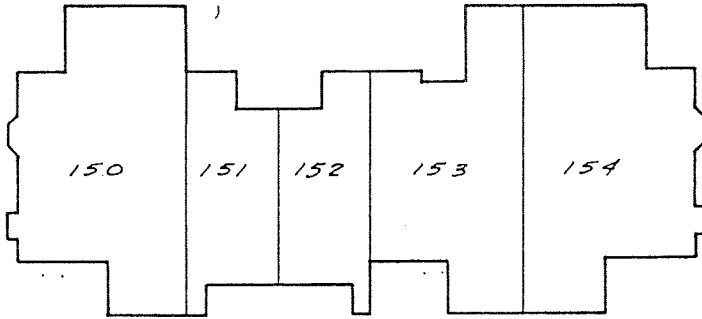
A CONDOMINIUM

REF 682 PAGE 1306



BUILDING 10
(PROPOSED)

THE INNLET AT OFF. REC. 682 PAGE 1307
PONTE VEDRA BEACH
A CONDOMINIUM

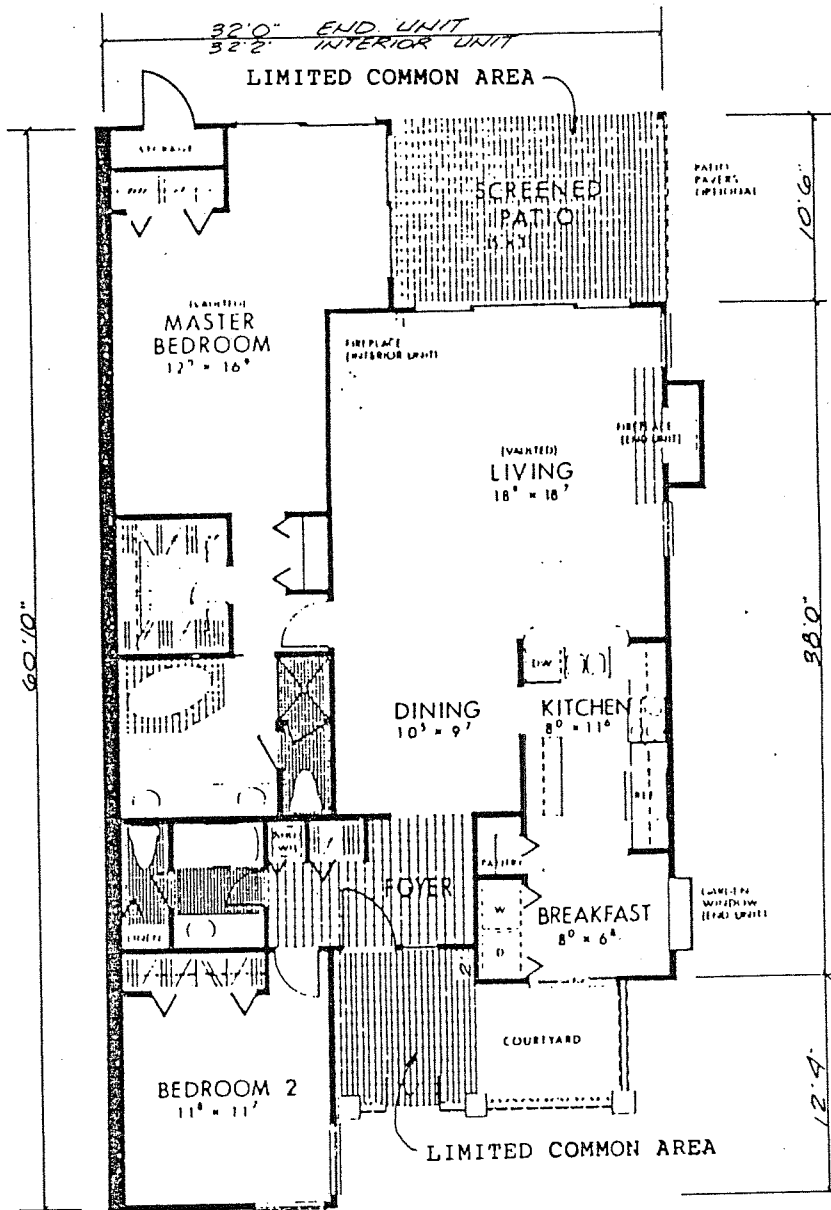


UNIT II
(PROPOSED)

THE INNLET AT PONTE VEDRA BEACH

REF 682 PAGE 1308

A CONDOMINIUM



PROPOSED
 2 BEDROOM, 2 BATH
 (RIGHT HAND UNIT SHOWN,
 LEFT HAND SAME, OPPOSITE)

TYPICAL OF UNITS
 136, 137, 141, 142, 143, 146, 147, 153

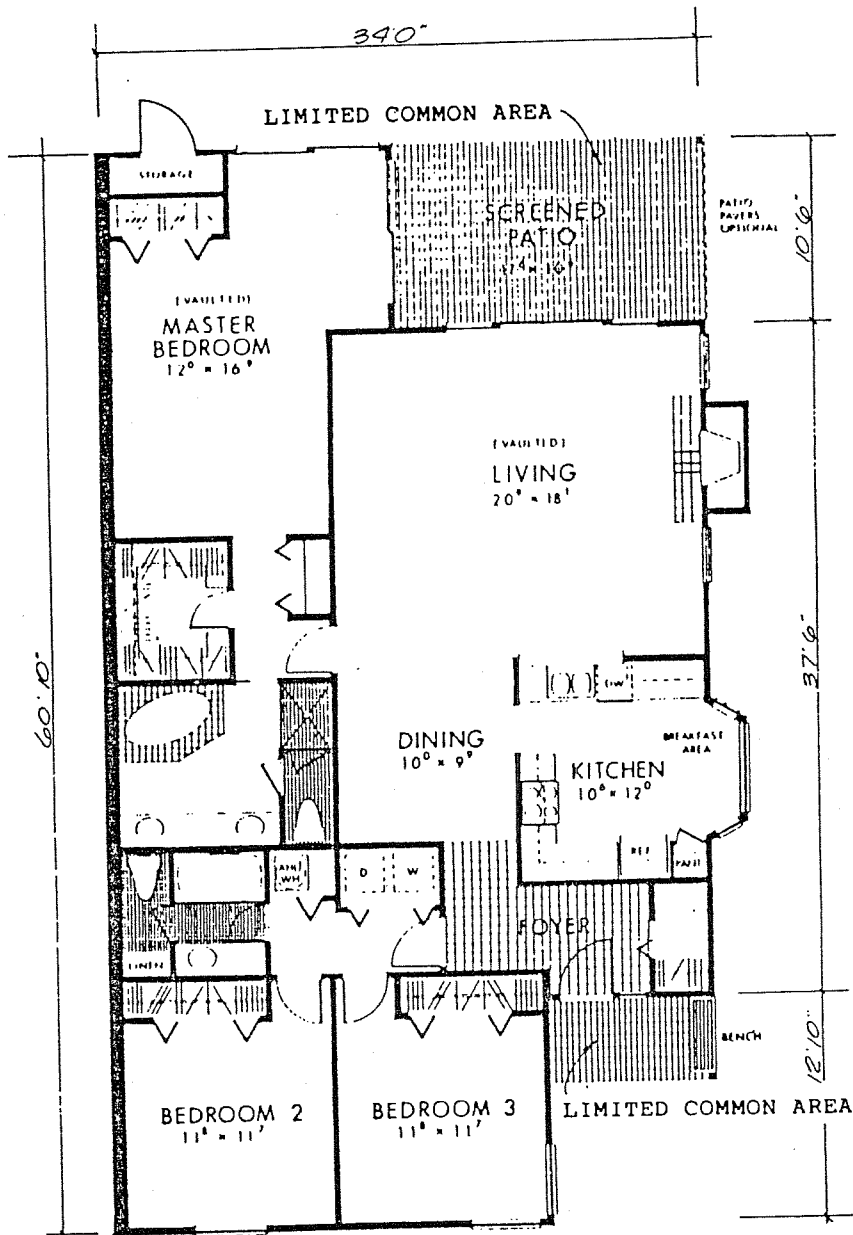
DENOTES
 DOOR

SCALE: 1" = 8"
 (APPROXIMATE)

THE INNLET AT PONTE VEDRA BEACH

REF. 082 PAGE 1309

A CONDOMINIUM



PROPOSED
 3 BEDROOM, 2 BATH
 (RIGHT HAND UNIT SHOWN
 LEFT HAND SAME, OPPOSITE)

TYPICAL OF UNITS
 130, 133, 135, 138, 140, 145, 148, 150, 154

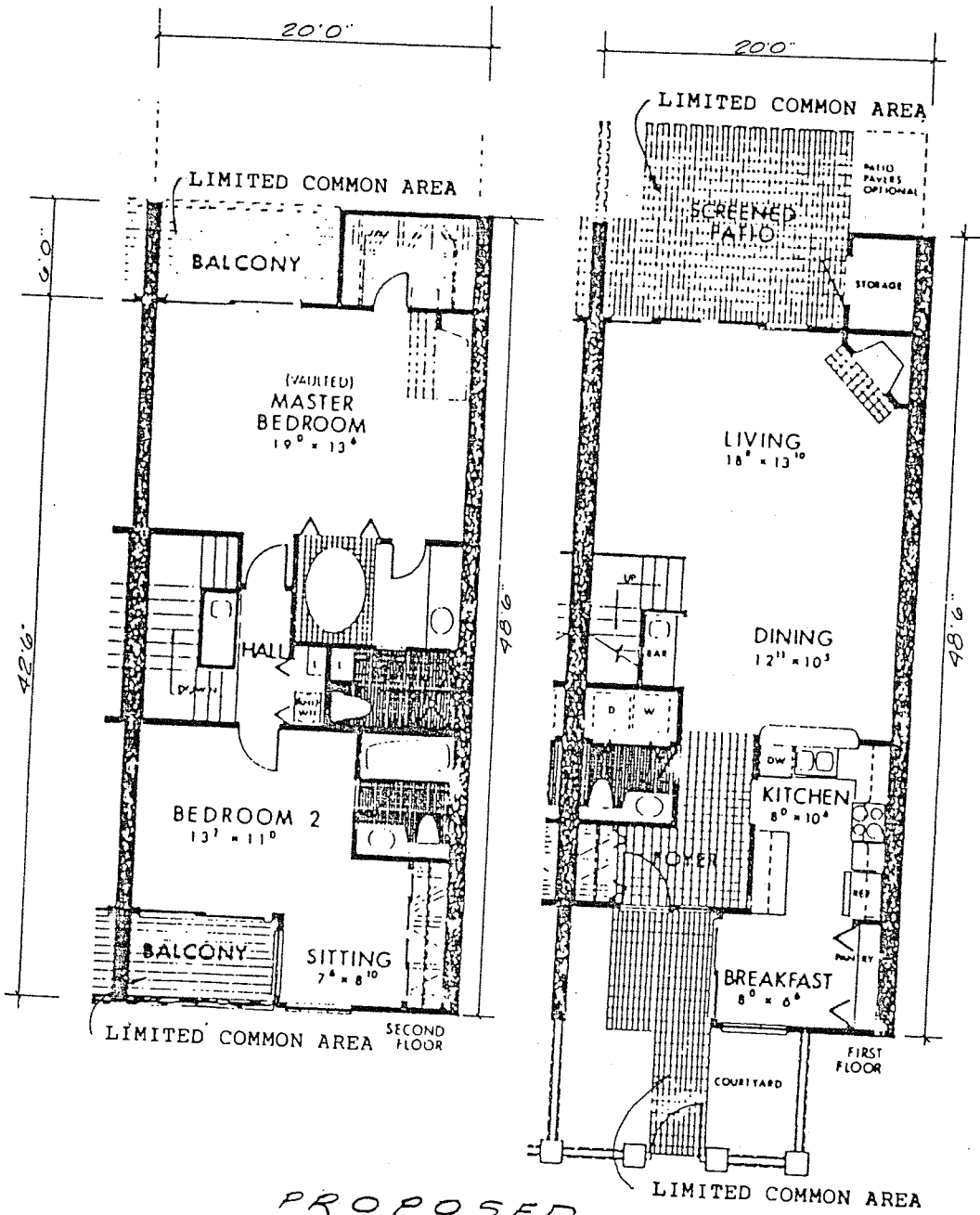
◡ DENOTES
 DOOR

SCALE: 1" = 8'
 (APPROXIMATE)

THE INNLET AT PONTE VEDRA BEACH

OFF REC 082 PAGE 131

A CONDOMINIUM



PROPOSED
2 BEDROOM, 2½ BATH LOFTHOUSE
(LEFT HAND UNIT SHOWN,
RIGHT HAND SAME, OPPOSITE)

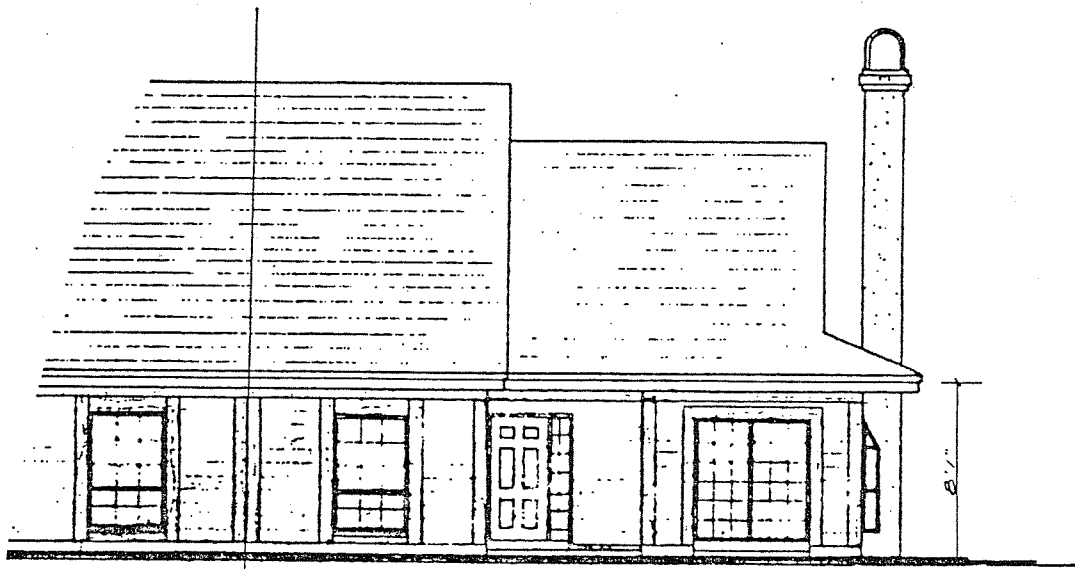
TYPICAL OF UNITS
131, 132, 151, 152

DENOTES
DOOR

SCALE: 1" = 8'
(APPROXIMATE)

THE INNLET AT
PONTE VEDRA BEACH
A CONDOMINIUM

DEED REC 682 PAGE 1311

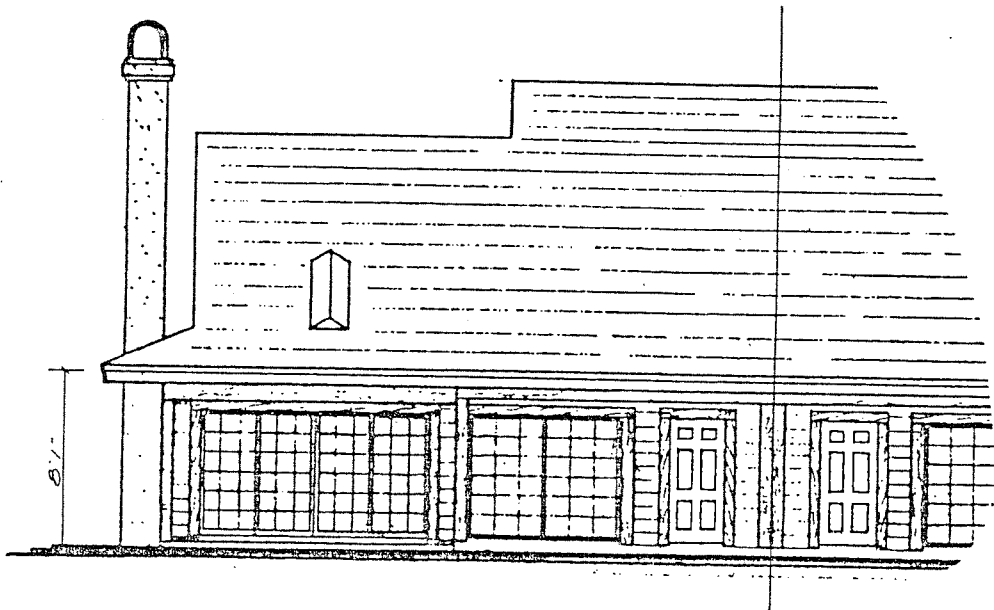


FRONT ELEVATION
2 BEDROOM 2 BATH

THE INNLET AT
PONTE VEDRA BEACH

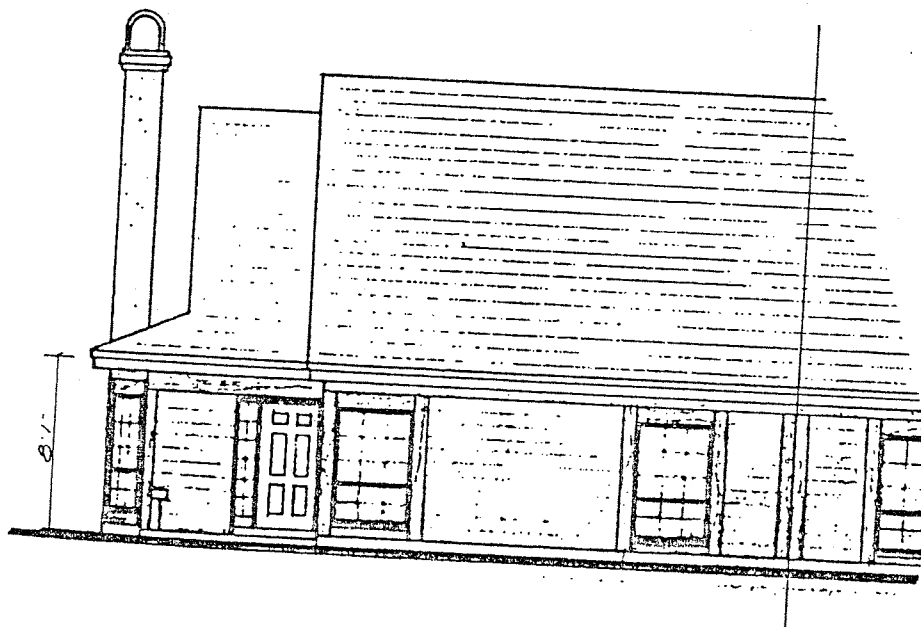
OFF REC 682 PAGE 1312

A CONDOMINIUM



REAR ELEVATION
2 BEDROOM 2 BATH

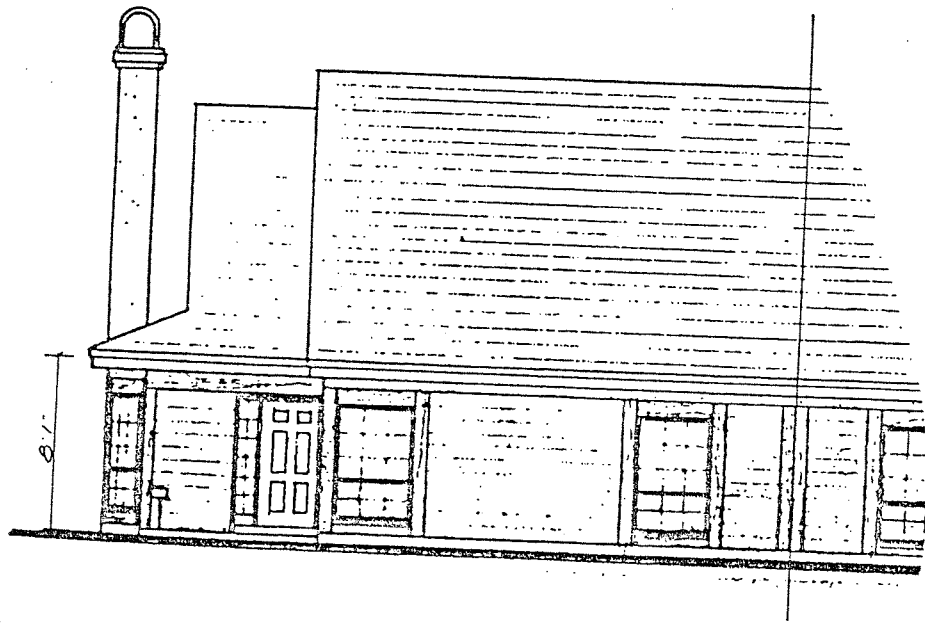
THE INNLET AT ^{DTI REC 682} PAGE 1313
PONTE VEDRA BEACH
A CONDOMINIUM



FRONT ELEVATION
3 BEDROOM 2 BATH VILLA

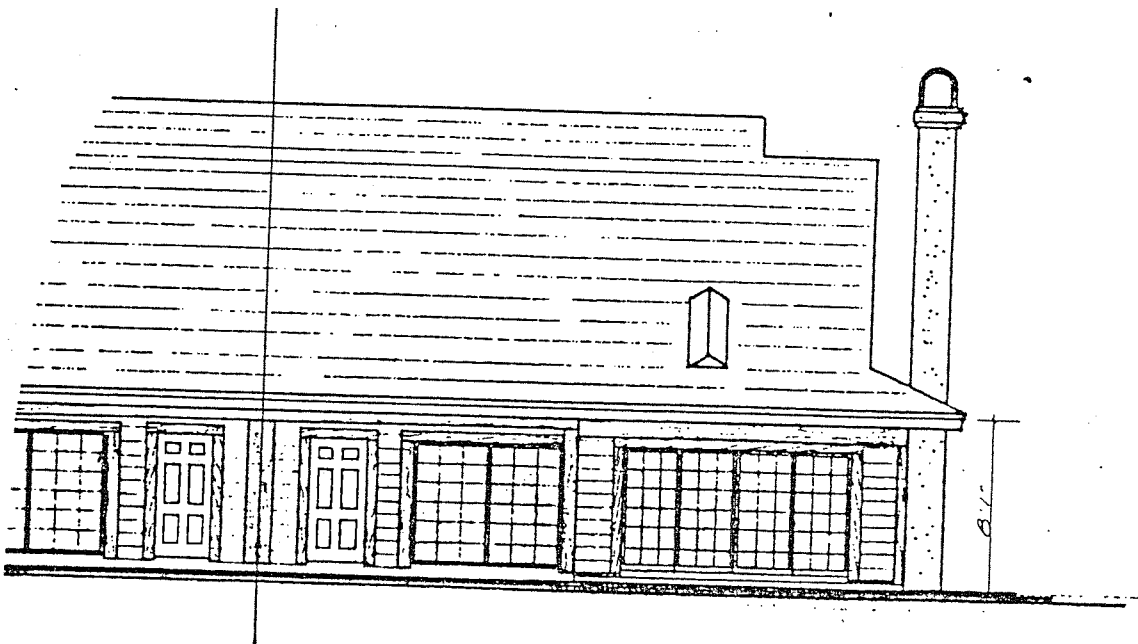
PONTE VEDRA BEACH

A CONDOMINIUM



FRONT ELEVATION
3 BEDROOM 2 BATH VILLA

THE INNLET AT OFF REC 082 PAGE 1314
PONTE VEDRA BEACH
— A CONDOMINIUM —

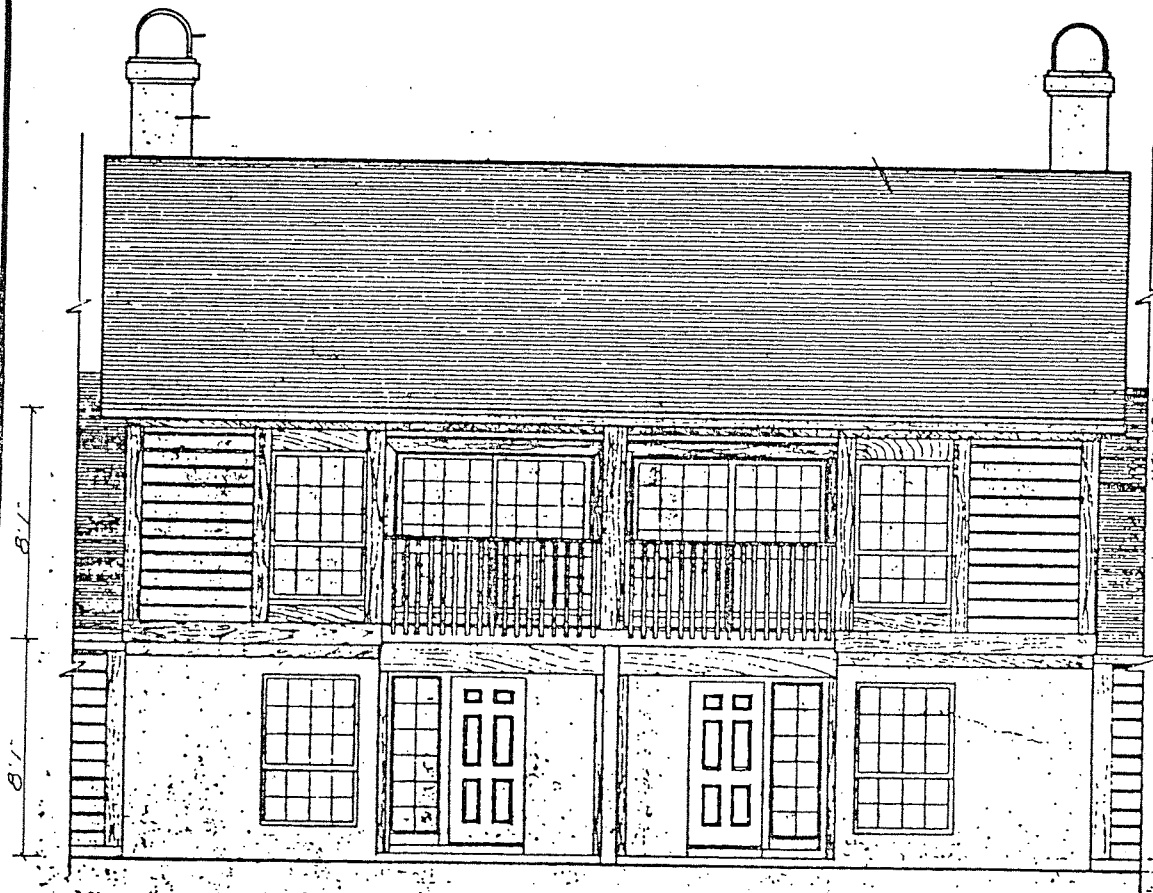


REAR ELEVATION
3 BEDROOM 2 BATH VILLA

THE INNLET AT
PONTE VEDRA BEACH

DEF REC 082 PAGE 1315

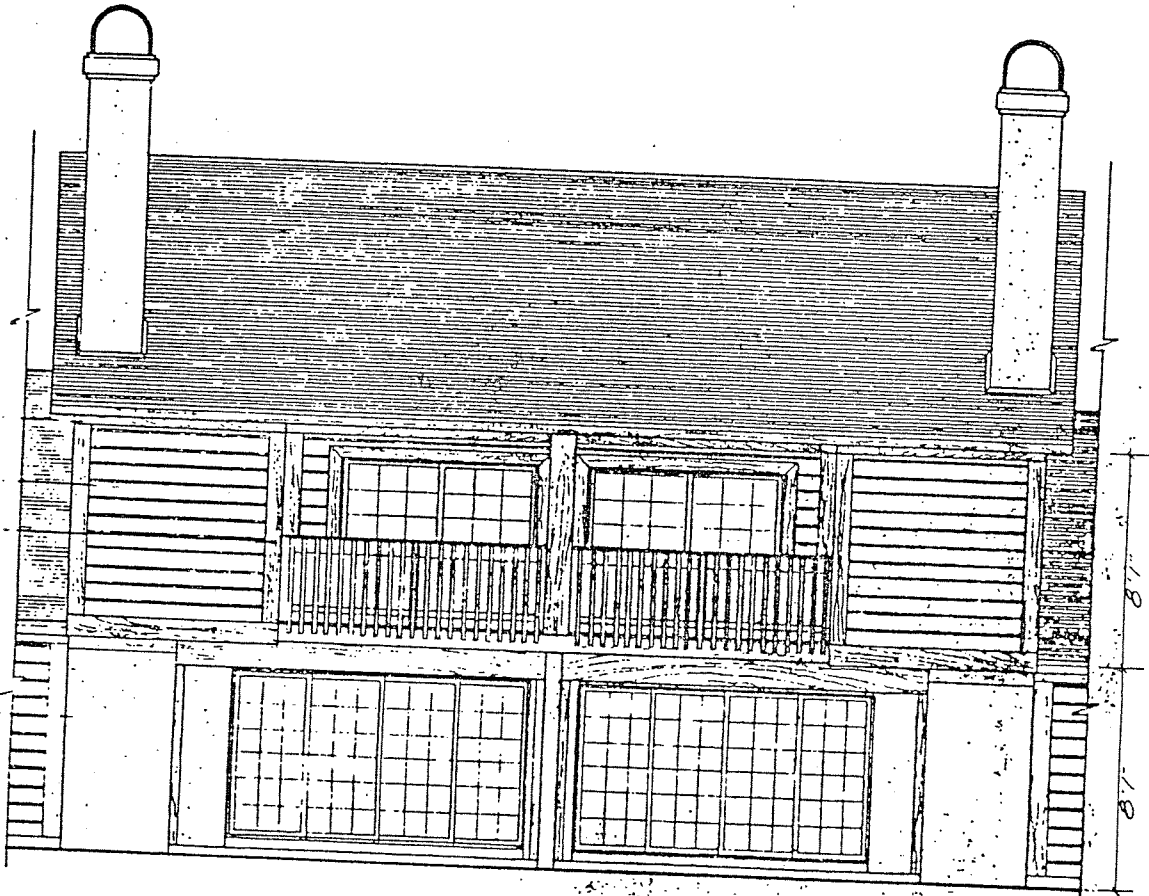
A CONDOMINIUM



FRONT ELEVATION
2 BEDROOM 2 1/2 BATH TOWNHOUSE

THE INNLET AT
PONTE VEDRA BEACH
A CONDOMINIUM

REF 082 PAGE 131

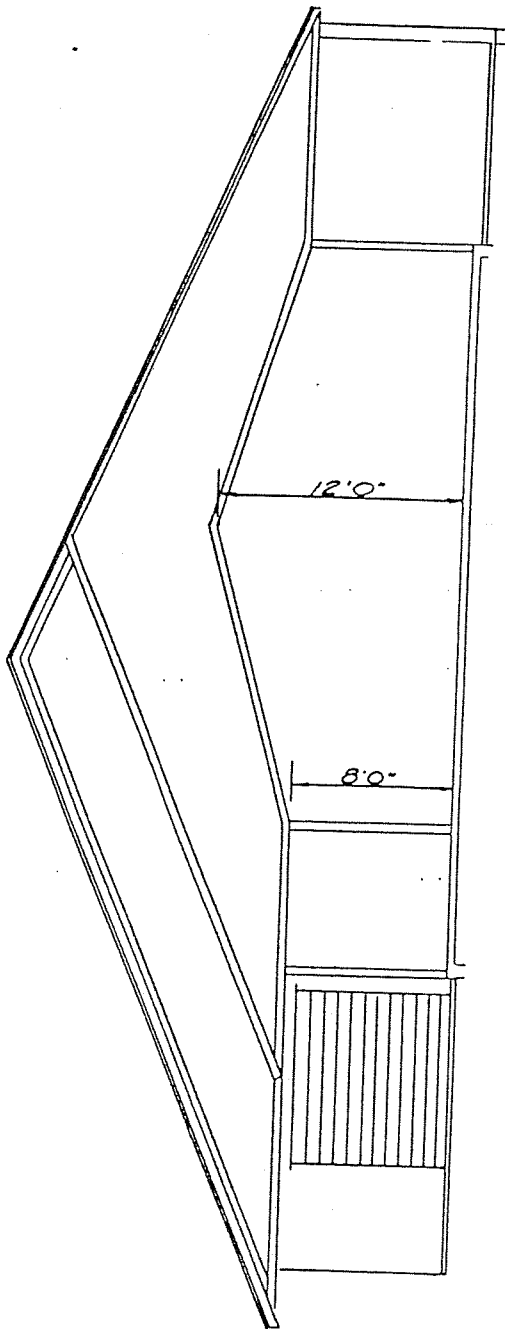


REAR ELEVATION
2 BEDROOM 2 1/2 BATH TOWNHOUSE

THE INNLET AT PONTE VEDRA BEACH

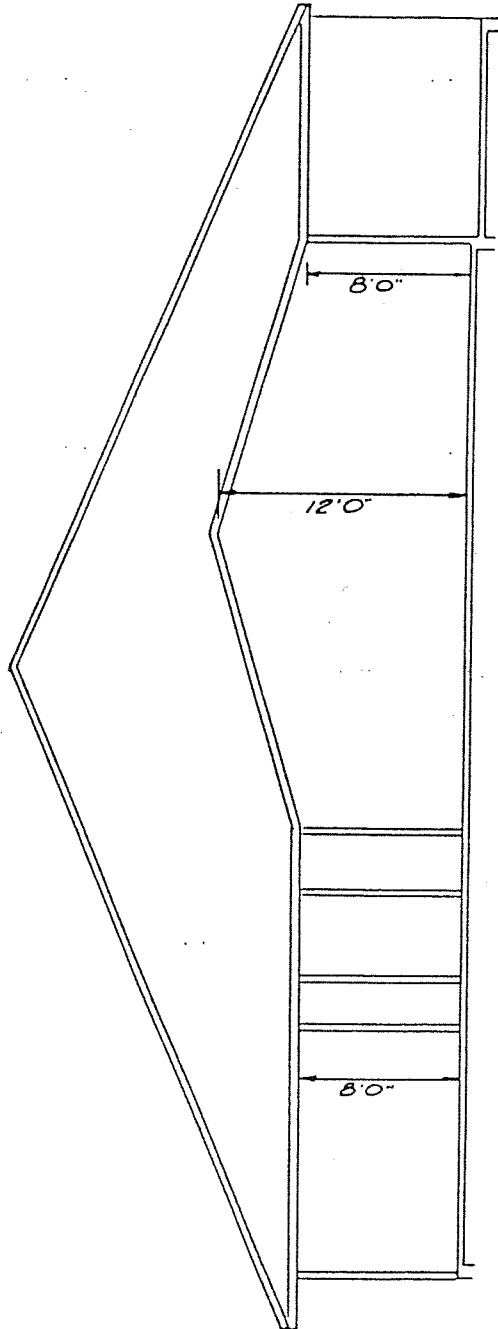
DEF 682 PAGE 1317
REC

A CONDOMINIUM



B. BEDROOM VILLA

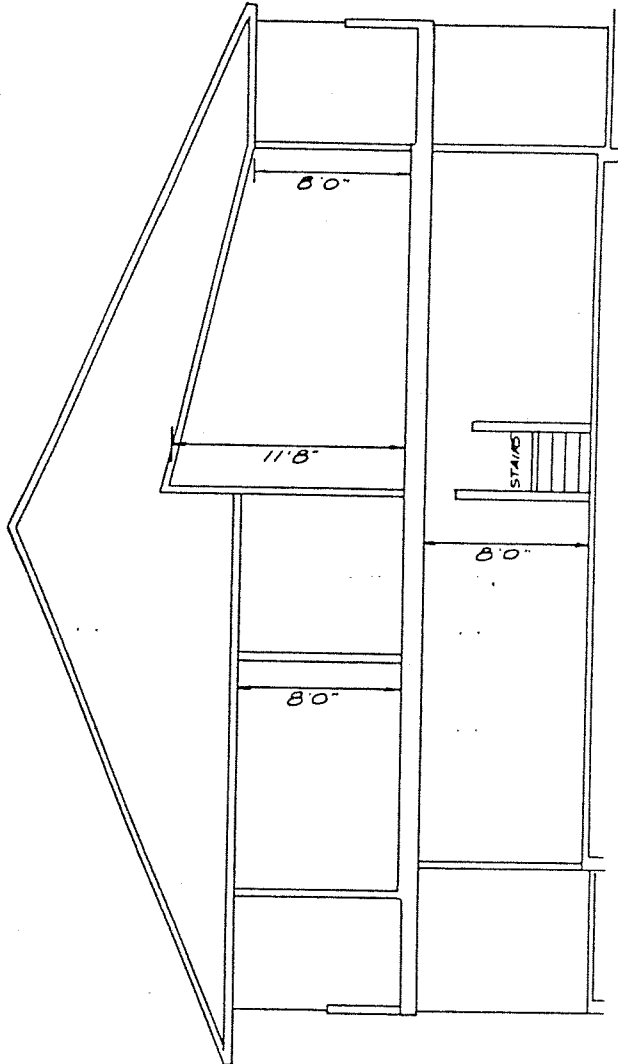
THE INNLET AT DEF REC 682 PAGE 1318
PONTE VEDRA BEACH
A CONDOMINIUM



3 - BEDROOM VILLA

THE INNLET AT
PONTE VEDRA BEACH
A CONDOMINIUM

DEF RFL 682 PAGE 1319



2 · BEDROOM LOFTHOUSE

THE INNLET AT ^{DEF 682 PAGE 1320}
PONTE VEDRA BEACH
— A CONDOMINIUM —

CERTIFICATION

THIS IS TO CERTIFY THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104, FLORIDA STATUTES, THAT THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, OF THE INNLET AT PONTE VEDRA, A CONDOMINIUM, TOGETHER WITH ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVICING SUCH BUILDINGS, ARE SUBSTANTIALLY COMPLETED SO THAT THE MATERIAL CONTAINED IN EXHIBITS "C", "D" AND "D-1", HEREIN, TOGETHER WITH THE WORDING OF THE DECLARATION IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED; AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE UNITS AND COMMON ELEMENTS OF AFORESAID BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11.

PRELIMINARY

JERRY M. SIZEMORE
REGISTERED LAND SURVEYOR
No. 4177, FLORIDA

SIGNED: AUGUST 9, 1985

