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CERTIFICATE OF AMENDMENT TO

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DECLARATION OF CONDOMINIUM OF

ROUGH CREEK VILLAS CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that Sawgrass, Ltd., a Florida limited partnership, hereinafter called the "Sponsor" having heretofore executed that certain Declaration of Condominium of Rough Creek Villas Condominium dated November 7, 1973 recorded under Clerk's number 74-720, public records of St. Johns County, Florida, (the "Declaration") hereby amends paragraph 21.7 of the Declaration by adding to said paragraph 21.7 the following:

"The rights of the Sponsor under this paragraph 21 and the restrictions contained herein shall terminate, except as provided hereinafter, upon the expiration of twenty (20) years after the death of the last survivor of the following named persons: James R. Stockton, III (born December 9, 1959); Caroline Pace Walton Stockton (born October 10, 1962); Julia Peyton Randolph Stockton (born October 3, 1966); Elizabeth Bryan Layton Stockton (born October 14, 1970); Paul Eugene Bowen, III (born October 5, 1958); Telfair Stockton Bowen (born June 1, 1961); Elizabeth Randolph Preston Bowen (born December 12, 1959). The foregoing termination provision however shall not apply if prior to such termination date, such rights have been assigned to the Association."

Except as expressly amended hereby, the Declaration is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, Sawgrass, Ltd., has caused this instrument to be executed by its general partner, Stockton Properties, Inc., by the duly authorized officers of the general partner and the corporate seal of the general partner to be hereunto affixed as of the 7th day of January, 1974.

Witnesses:

SAWGRASS, LTD.

By STOCKTON PROPERTIES, INC.
General PartnerMartha C. BowlesBy James R. Stockton, Jr., PresidentMargaret L. LuskAttest: Robert F. Bartlett, Secretary

This instrument was prepared by:
 L. PETER JOHNSON of
 MELAM, MARTIN & ADE
 Attorneys-at-Law
 200 Barnett Bank Building
 Jacksonville, Florida 32202

Returns to

STATE OF FLORIDA

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COUNTY OF St. Johns

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, JAMES R. STOCKTON, JR. and ROBERT F. BARTLETT, as President and Secretary, respectively, of STOCKTON PROPERTIES, INC., General Partner of SAWGRASS, LTD., to me well known to be the persons who as such officers of said corporation executed the same and acknowledged before me that said instrument is the free act and deed of said corporation by them executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 7th day of January, 1974.

Martha C. Bowles
Notary Public, State of Florida at
Large.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUN. 27, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

JAN 31 4 05 PM '74

Oliver L. Linder
CLERK CIRCUIT COURT

DECLARATION OF CONDOMINIUM

ROUGH CREEK VILLAS

CONDOMINIUM

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EXHIBITS TO DECLARATION OF CONDOMINIUM

1. Map of Condominium Property

2. Percentage of Ownership

3. Common Expenses

4. Rules and Regulations, etc.

DECLARATION OF CONDOMINIUM

OF

ROUGH CREEK VILLAS CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM MADE THIS 7th day of November, 1973, by SAWGRASS, LTD., a limited partnership, hereinafter called the "Sponsor" for itself, its successors and assigns, for the purpose of submitting the lands herein described and the improvements to such lands to condominium ownership within the meaning of the Condominium Act, as herein defined.

1. NAME AND ADDRESS. The name by which the condominium is to be identified is ROUGH CREEK VILLAS CONDOMINIUM, a condominium.

2. THE LAND. The legal description of the land included in and which is hereby submitted by the Sponsor to condominium ownership is that certain parcel of land situate in St. Johns County, Florida and described in Exhibit "A" attached hereto subject to those matters, if any, set forth on Exhibit "A".

3. DEFINITIONS. As used in this Declaration, the following words shall have the meaning set opposite each:

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

3.2 "Association" means the entity responsible for the operation of the Condominium Property and known as ROUGH CREEK ASSOCIATION, INC., a non-profit corporation.

3.3 "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the By-Laws.

3.4 "By-Laws" means the by-laws for the government of the Association set forth in Exhibit "E", as amended from time to time.

3.5 "Charter" means the Articles of Incorporation of the Association, as amended from time to time.

3.6 "Common Elements" means the portions of the Condominium Property not included within the boundaries of the Units as the same are established in paragraph 22, which Common Elements are designated as such in paragraph 5 and in Exhibit "C" attached hereto.

3.7 "Common Expenses" means the expenses as set forth in paragraph 8 and elsewhere in this Declaration for which the Unit Owners are liable to the Association.

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

3.9 "Condominium Act" means Chapter 711, Florida Statutes, 1971, as the same shall be amended from time to time and shall include any rules or regulations which shall hereafter be promulgated by any governmental department, unit or agency under the Condominium Act.

3.10 "Condominium Documents" means this Declaration, the By-Laws, the Charter, the Master By-Laws, the Master Charter and the Rules and Regulations together with all Exhibits and amendments thereto.

3.11 "Condominium Property" means the parcel of real property described in Exhibit "A" attached hereto together with all improvements built or to be built thereon.

3.12 "Declaration" means this Declaration of Condominium and all Exhibits attached hereto, as the same may be amended from time to time.

3.13 "Institutional Mortgagee" means any Bank, Savings and Loan Association, Insurance Company, FHA Approved Mortgage Lenders and Bankers, Real Estate Investment Trusts and other lending institutions or Persons.

3.14 "Insurance Trustee", means a national bank, having Trust powers, which is designated by the Association under paragraph 20 hereof to hold policies of insurance, receive the proceeds thereof and disburse the same in accordance with paragraph 20.

3.15 "Limited Common Elements" means those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units and consist of courtyards, entranceways and parking spaces.

3.16 "Master Association" means the entity responsible for the operation and maintenance of the overall Sawgrass development and for the coordination of activities and enforcement of obligations of the Association and all other similar associations within the Sawgrass development, as more particularly set forth in the Master Charter and Master By-Laws. The Master Association is known as Sawgrass Association, Inc., a non-profit corporation.

3.17 "Master By-Laws" means the by-laws for the government of the Master Association as amended from time to time.

3.18 "Master Charter" means the Articles of Incorporation of the Master Association, as amended from time to time.

3.19 "Person" means any individual, corporation, partnership, association, joint venture, trust, estate, unincorporated organization or other entity.

3.20 "Rules and Regulations" means any rules and regulations adopted by the Board or by the board of directors of the Master Association.

3.21 "Sawgrass Club" means the recreational facilities owned and operated by the Sponsor or its designee, nominee or assignee within the Sawgrass development including without limitation the beach club, golf club, racquet club and other recreational areas and facilities.

3.22 "Sawgrass development" means the overall development constructed or planned to be constructed on the real property of the Sponsor in the general vicinity of the Condominium Property and includes, without limitation, all residential, business and recreational projects and improvements located, or to be located, on said property.

3.23 "Sponsor" means Sawgrass, Ltd., a limited partnership, the developer of the Condominium Property and the signatory hereto.

3.24 "Unit" means that part of the Condominium Property which is to be subject to private ownership. Each Unit is included within the boundaries established in paragraph 22 and identified in Exhibits "B" and "C" attached hereto.

3.25 "Unit Owner" means the record owner of a Unit.

4. UNITS. An identification of each Unit is set forth on Exhibit "B" attached to and made a part hereof.

5. SURVEY, COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND ROADWAYS.

5.1 A survey of the Condominium Property and a graphic description of the improvements in which Units are located and a plot plan thereof are attached hereto as Exhibit "C" and made a part hereof, and, together with this Declaration, are in sufficient detail to identify the Common Elements, the Limited Common Elements and each Unit and their relative locations and approximate dimensions. A Certificate of a surveyor, authorized to practice in the State of Florida, stating that the Exhibits referred to in this paragraph, together with the wording of this Declaration, are correct representations of the improvements described and that there can be determined therefrom the identification, location, dimensions and size of the Units, Common Elements and Limited Common Elements is attached hereto as Exhibit "D".

5.2 Everything shown on Exhibit "C" except for the Units shall be deemed to be Common Elements (some of which may be deemed Limited Common Elements reserved for the exclusive use of certain Unit Owners), which Common Elements include, but are not limited to the following: (a) all of the real property described in Exhibit "A"; (b) all improvements and parts thereof which are not included within the respective Units; (c) easements through the Units for conduits, ducts, plumbing, wiring and other facilities for furnishing utility, cable or master antenna television services to the various

units and the Common Elements: (d) all structural beams, posts, and similar parts of the assessment of support in every portion of a Unit which contributes to the support of any utility areas and installations and all utility services which are available to such units; (e) to the Common Elements; (f) all planters (outside of Units) and planting areas, lawns, shrubs; (g) all parking areas, driveways, stairways, hallways, elevators and other areas of ingress and egress; (h) all electrical apparatus and wiring, television cables, plumbing pipes, and telephone wires, communication systems, and all other gases, conduits, cables, wires, pipes, and other improvements to the Common Elements and up to the unfinished surface of the Unit wall; (i) all physical improvements for the maintenance and operation of the Condominium Property and for the common use and enjoyment of the Unit Owners; and (j) such additional improvements to the Common Elements as may be authorized by the Association, the costs of which shall be assessed as a Common Expense against all Unit Owners except those owned by institutional first mortgagees who have not approved.

5.3 The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all of the Common Elements except as they may be limited herein or as they may be restricted by the Rules and Regulations adopted by the Board, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. Without limiting the generality of the foregoing, the rights of the Unit Owners in and to the Common Elements are expressly subordinated to the rights of parties furnishing utility (including without limitation electrical, water, sewer and telephone) services and cable or master antenna television services pursuant to easements, whether exclusive or non-exclusive, granted by the Sponsor or the Association over, under or across the Common Elements or any part thereof. The Sponsor and/or the Association hereby reserve the right to grant such easements for the purpose of installing and maintaining such services, lines, cables and facilities. Notwithstanding anything herein to the contrary, the Board is specifically authorized to assign parking spaces as Limited Common Elements for the exclusive use of particular Unit Owners. In addition, courtyards and entranceways appurtenant to a Unit shall be, and are hereby, deemed to be Limited Common Elements and are reserved for the exclusive use of the appurtenant Unit Owner. Upon assignment of parking spaces by the sponsor to a particular Unit Owner, the owner of such Unit shall have the exclusive right to the use thereof and the same shall become an appurtenance to the Unit. Nothing herein contained shall be construed as relieving such owner from any portion of any Assessment for Common Expenses made against the Unit and the cost and maintenance of Limited Common Elements shall be included as part of the Common Expense applicable to all Units. No parking spaces shall be assigned, transferred, conveyed or encumbered separately from the Unit to which it is appurtenant, except that the owner of a second parking space, may sell, assign or transfer it to the Association, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of such second space, the same shall be released from any mortgage, lien or encumbrance thereon. Whenever the Association shall become the owner of the exclusive right to use any parking space such exclusive right may be thereafter by written instrument transferred by the Association to any Unit with the same force and effect as if originally assigned thereto by the Sponsor. While the Association shall be the owner of the exclusive right to use any parking space, the same shall be treated by the Association just as though said parking space constituted a part of the Common Elements instead of the Limited Common Elements.

5.4 Each Unit Owner and their guests, invitees 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 Sponsor to serve the Condominium Property, holders of mortgage liens on the Condominium Property or any Unit and such other persons as the Sponsor may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the real property designated on the plat of Sawgrass, Unit One, recorded at Map Book 12, pages 3 to 18, public records of St. Johns County, (the "Plat") as Parcels A, B, C, D, and F (hereinafter referred to as "roadways"), subject however, to the right of the Sponsor to install, erect, construct and maintain utility lines and facilities in the roadways. Provided however, notwithstanding the foregoing, the Sponsor reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Sponsor, may create or participate in a disturbance or nuisance on any part of the Condominium Property or on any land of the Sponsor lying adjacent to or near the Condominium Property or on any other areas shown on the Plat. The Sponsor shall have the right, but no obligation, from time to time to control and regulate all types

of traffic on the roadways, including the right to prohibit use of the roadways by traffic or vehicles (including without limitation motorcycles and "go-carts") which in the sole opinion of the Sponsor would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Sponsor shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on the Condominium Property, if the location of the same will, in the sole judgment and opinion of the Sponsor, obstruct the vision of a motorist upon any of the roadways. In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this subparagraph thereafter shall be of no further force or effect. The Sponsor shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency than having jurisdiction over the Condominium Property to dedicate to the public all or any part of the roadways. Without limiting the generality of the foregoing, the Sponsor shall have the right to dedicate to the public or convey to the County, State of Florida, Department of Transportation of the State of Florida or other governmental agency or subdivision, without the consent or joinder of any party, Parcel C as shown on the Plat or, in the alternative, to close Parcel C and extend Parcel B easterly to the right-of-way of State Road 203. In addition the Sponsor shall have the right to redesignate, relocate or close any other part of the roadways without the consent or joinder of any party so long as the Condominium Property is not denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

6. **ADDITIONAL CONDOMINIUMS.** The Association may be the condominium association responsible for the operation and management of any condominium created by a declaration of condominium submitting other property within the Sawgrass development to condominium ownership. In such event, the owners of any condominium units in any such separate condominium shall automatically be members of the Association and shall be entitled to the same voting rights as are extended herein to Unit Owners in the condominium created by this Declaration. The Association shall maintain separate books and records for each separate condominium operated by it and no funds of such separate condominiums shall be commingled with funds of any other condominium. The operation of such separate condominiums by the Association shall not constitute and is not intended to result in a merger of the Common Elements with the common elements of such additional condominiums. The Board shall be authorized to decide as to whether or not the Association shall also act as the condominium association with respect to the operation and management of any separate condominium created with respect to any other property within the Sawgrass development.

7. **UNDIVIDED SHARES.** The undivided shares, stated as fractions, in the Common Elements which are appurtenant to each of the Units are as set forth on Exhibit "B".

8. **COMMON EXPENSES AND SURPLUS.**

8.1 The manner of sharing Common Expenses and owning Common Surplus shall be as set forth on Exhibit "B".

8.2 Common Expenses shall be established by the Board at the times and in the manner set forth in this Declaration and the By-Laws. The Board shall thereupon establish the Assessments required to meet the Common Expenses. Such Assessments shall be payable either monthly or quarterly, as determined by the Board. Common Surplus shall be distributed at such times and in such manner as shall be provided in the By-Laws.

8.3 An Institutional Mortgagee who acquires title to a Unit as a result of foreclosure or by deed in lieu of foreclosure or any Person who purchases a Unit at a foreclosure sale shall not be liable for the share of Common Expenses or Assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns.

9. **VOTING RIGHTS.** Subject to the rights of the Sponsor set forth in Paragraph 29, Unit Owners, including the Sponsor, shall be entitled to one (1) vote for each Unit owned. The Person entitled to vote

shall be established by the record title to the Unit. If a Unit is owned by more than one Person the Person entitled to vote shall be designated by a Certificate signed by all of the Unit Owners of such Unit and filed with the Association. If a Unit is owned by a corporation, the Person entitled to vote shall be designated by a Certificate signed by an officer of the corporation and filed with the Association. Such Certificate shall be valid until revoked or superseded or until a change in the ownership of the Unit shall occur. A vote may be exercised in person or by proxy.

10. AMENDMENT.

10.1 An amendment to this Declaration made by the Sponsor shall be evidenced by a Certificate setting forth such amendment executed by the Sponsor with the formalities of a deed (including recording data identifying this Declaration) and shall become effective when such Certificate is recorded according to law. As long as the Sponsor owns 6 or more Units the Sponsor may amend this Declaration for any purpose including, but not limited to, an amendment which will change a Unit or the Common Elements and such amendment shall be effective without the joinder of any Unit Owners or the Association or the joinder of any record owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded mortgage to an Institutional Mortgagee or change the size or dimensions of any Unit not owned by the Sponsor.

10.2 An amendment to this Declaration made by Unit Owners shall be evidenced by: (a) a Certificate setting forth such amendment executed by the appropriate officers of the Association, with the formalities of a deed (including the recording data identifying this Declaration); and (b) an Affidavit (to be attached to the Certificate) executed by the appropriate officers of the Association certifying that Unit Owners owning eighty per cent (80%) or more of the Units voted in favor of the amendment. Such amendment shall become effective when it is recorded according to law. No amendment shall be adopted or become effective which adversely affects the lien or priority of any previously recorded mortgage to an Institutional Mortgagee. An amendment made by Unit Owners need not be executed by the Unit Owners. This Declaration shall not be amended without the approval of the Sponsor and without the joinder of the Sponsor in the Certificate referred to in (a) above if any of the following conditions exist: (i) the Sponsor owns 6 or more Units; or (ii) such amendment purports to modify, restrict, limit or otherwise affect any right of the Sponsor hereunder including without limitation the rights of the Sponsor under paragraph 21 with respect to restrictions on sales, transfers, rentals, leases and occupancy of Units and the rights of Sponsor to amend this Declaration unilaterally as set forth heretofore; or (iii) such amendment, within the reasonable judgment of the Sponsor, adversely affects any other portion, phase or aspect of the Sawgrass development.

11. BY-LAWS. The By-Laws are attached hereto as Exhibit "E". They may be amended only as provided therein, notwithstanding anything to the contrary contained herein.

12. ASSOCIATION. The name of the Association is ROUGH CREEK ASSOCIATION, INC., a non-profit corporation.

13. PROVISIO, PENDING COMPLETION. Until the Sponsor has completed all of the contemplated improvements on the Condominium Property and closed the sales of all of the Units, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Sponsor may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

14. MULTIPLE OWNERSHIP OF UNITS. A person may own more than one Unit and contiguous Units owned by the same Person may be altered so as to integrate them into one Unit for living purposes only at the expense of such Person and only if the alteration does not interfere with the enjoyment of the Common Elements by others; provided, however, that in neither case shall such multiple ownership change the respective undivided share in the Common Elements, percentage of sharing Common Expense and owning Common Surplus as set forth on Exhibit "B".

15. RESTRICTIONS UPON USE.

15.1 No Unit Owner, tenant or other occupant of a Unit shall:

(a) Use the Unit for other than residential purposes.

(b) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface, plant any plantings outside of a Unit, place or maintain flower pots or similar items suspended from or situate on windows, balcony ledges or exterior doors, erect any exterior lights or signs, place any signs in windows, erect or attach any structures or fixtures within the Common Elements, nor make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit or to the Common Elements, without the prior written consent of the Board. A Unit Owner may fasten light fixtures, shelving, pictures, mirrors, curtain rods and similar household items to the walls of a Unit provided they may be removed without substantial damage to the wall structure.

(c) Make any use of a Unit which violates any laws, ordinances and regulations of any governmental body.

(d) Erect, construct or maintain any wire, clothes lines, clothes racks, antennas, garbage or refuse receptacles, bicycles or similar items or other equipment or structures on the exterior of any building or on or in any of the Common Elements, except with the written consent of the Board, unless same shall be enclosed within a courtyard or utility yard, out of sight of other Unit Owners and unobservable from any street or driving area. No outside television antenna shall be erected without the consent of the Sponsor.

(e) Permit or suffer anything to be done or kept in his Unit which will increase insurance rates on any Unit or on the Common Elements.

(f) Commit or permit any nuisance, immoral, or illegal act in his Unit or in or on the Common Elements.

(g) Divide or subdivide a Unit for purpose of sale or lease.

(h) Obstruct the common way of ingress or egress to the other Units or the Common Elements.

(i) Place or allow to remain any rubbish, refuse, garbage or trash in places other than the receptacles provided therefor, or to fail to keep each Unit and the Common Elements in a clean, sanitary and attractive condition.

(j) Burn any rubbish, leaves or other matter; allow pets (which shall be limited to dogs, cats, small birds and fish unless otherwise approved by the Board) outside the Unit except on a leash; place or maintain advertising or political signs or materials on the outside of any Unit, or any portion of the Common Elements or on any vehicle parked on the Condominium Property.

(k) Operate or maintain any motorcycle or "go-cart" within the confines of the Condominium Property or other residential area of the Sawgrass development; place or maintain boats, trailers, campers or similar items on the Condominium Property except as specifically authorized by the Board.

(l) Fail to conform to and abide by the terms of the Condominium Documents. The Board or its designated agent shall have the right to enter any Unit at any reasonable time to determine compliance with the Condominium Act and the Condominium Documents. The By-Laws, Rules and Regulations may impose additional restrictions upon Unit Owners.

(m) Allow any fire or health hazard to exist.

(n) Contract with or accept service from any cable or master antenna television company or any garbage collection company except the Sponsor or a company designated by the Sponsor to provide such service.

(o) Make use of the Common Elements or any Unit in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

15.2 The Sponsor shall have the right, for continued and material violations of the foregoing restrictions, the Condominium Documents or the Condominium Act, in addition to any and all remedies provided in law or equity, to require the offending Unit Owner to sell his Unit in accordance with the procedure set forth in paragraph 21.4(o).

16. REPAIRS AND MANAGEMENT. Responsibility for maintenance and repairs of the Condominium Property shall be as follows:

16.1 Unit Owners shall have the responsibility for maintaining, repairing and replacing everything within the boundaries of their respective Units which are not part of the Common Elements as defined herein, including but not limited to the paint, finish, cover, wall paper and decorations of all walls, floors and ceilings; all built-in shelves, cabinets, counters, storage areas and closets; all mechanical, ventilating, heating and air conditioning equipment serving the individual Unit (whether located within the boundaries of the Unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduit located within and serving only the particular Unit; all interior and permitted exterior lights, bulbs and lighting fixtures serving the particular Unit; all electrical lines between the particular Unit and its individual service panel or meter, and all other water and waste lines between the Unit and the point at which said lines connect with the main lines (whether located within the boundaries of the Unit or not); all interior doors, walls, partitions and room dividers; all furniture, furnishings and personal property contained within a Unit; all pools, pool screening and patios and related pool facilities appurtenant to or included within the Unit; all exterior and interior windows and screening (whether located within the boundaries of the Unit or not); all such exterior windows and screening shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building containing the Unit. In the event a Unit Owner fails to properly maintain and repair his Unit, the Association, within the discretion of the Board, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against the defaulting Unit Owner in accordance with paragraph 19.

16.2 The maintenance and repair of the Common Elements shall be the responsibility of the Association except such portions thereof which are the responsibility of Unit Owners pursuant to the above. By way of illustration but without limiting the generality of the foregoing, the Association shall have the responsibility for maintaining and repairing (except as specifically made the responsibility of the Unit Owners in 16.1 above) the exterior of all buildings (whether or not included within a terrace, balcony or courtyard), the exterior faces of all exterior doors, all yards and shrubbery, roofs of all buildings and all parking areas, walkways and other common areas located on the Condominium Property.

16.3 The Association shall be responsible for the management of the condominium in accordance with the Condominium Documents. The Association may however, within the discretion of the Board, enter into a contract with any Person or may join with other condominium associations and entities in contracting with any Person for the maintenance, operation, repair and management of this condominium and other condominiums served by the Association and may delegate to such contractor or manager all of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the members of the Association. Such contractor or manager may be the Sponsor or any Person affiliated with or controlled by the Sponsor.

17. COMMON EXPENSES. Common Expenses shall be determined by the Board from time to time and shall include: (a) the cost of providing adequate insurance coverage (with a standard deductible provision) for the Condominium Property including all Common Elements, and all parts of any building, both exterior and interior, together with adequate public liability insurance protecting the Condominium Property, Unit Owners and the Association against claims for damages or injuries resulting from or suffered by reason of the management, operation or occupancy of the Condominium Property and all improvements thereon; (b) the cost of maintaining and operating the Common Elements; (c) all operating expenses of the Association, including salaries of employees, but excluding salaries of officers and directors of the Association; (d) real and personal property taxes assessed against the Common Elements as well as any special assessments against such property by any municipality, county and other taxing authority; (e) such other expenses as may be determined from time to time by the Board and which shall be allowed by law. Taxes or assessments levied and assessed against a Unit shall be paid by the Unit Owner thereof and shall be excluded from Common Expenses. The enumeration of Common Expenses set forth herein is not exclusive.

18. LIEN FOR ASSESSMENT. The Association is entitled to a lien upon a Unit for any unpaid Assessment and the method of enforcing such lien shall be as set forth in the Condominium Act. Such lien shall also secure the payment of interest as set forth hereinafter and a reasonable attorney's fee and court costs incurred by the Association incident to the collection of such Assessment or en-

foreclosure of such lien which the Unit Owner hereby agrees to pay. If such lien be foreclosed, the delinquent Unit Owner shall be required to pay a reasonable rental for the Unit during the pendency of the foreclosure, and the Association shall be entitled to the appointment of a Receiver to collect the same, and such rental shall also be secured by the lien provided herein. Assessments which remain unpaid for a period of ten (10) days shall bear interest at the rate of ten (10%) percent per annum until paid.

19. **SPECIAL ASSESSMENTS.** The Board may impose special or individual Assessments on Unit Owners for the cost and expense of maintenance, repairs or replacements of a Unit for which the Unit Owner is responsible, but which he has failed or refused to make and which, if not made, would impair or endanger the use or value of the Common Elements or other Unit. The Association is granted a right of entry into each Unit to make such repairs or replacements and to abate or eliminate any nuisance, or any condition deemed hazardous by the insurance underwriters. The lien conferred by §711.15 of the Condominium Act shall extend to and include such special Assessments which may be enforced as a regular Assessment upon the same terms and conditions, including provisions for recovery of interest, costs and attorneys' fees, provided therefor.

20. **INSURANCE.** The insurance which shall be carried shall be governed by the following provisions:

20.1 All insurance policies shall be purchased by the Association and shall provide for the issuance of certificates of insurance and mortgagee endorsements to institutional Mortgagees and shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association and their respective servants, agents, employees and guests. Such policies and endorsements shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

20.2 The following coverage shall be obtained by the Association:

(a) The buildings and all other insurable improvements upon the Condominium Property and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and within the discretion of the Board, such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm and water damage where such coverage is available and economically feasible.

(b) Public liability and property damage in such amounts and such forms as shall be required by the Board, such as water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

(c) Workmen's compensation insurance as required by law.

(d) All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner and of one Unit Owner against another.

20.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

20.4 All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective institutional Mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee which shall be designated from time to time by the Board. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to hold policies of insurance which are obtained by the Association in accordance herewith, receive the proceeds thereof and to hold the same in trust for the purposes elsewhere stated herein, for the benefit of the Association.

tion, the Unit Owners and their respective Institutional Mortgagees, in the following shares (which shares need not be set forth upon the records of the Insurance Trustee):

(a) Proceeds on account of damage to Common Elements in the same proportion as the undivided shares in the Common Elements which are appurtenant to each of the Units.

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

(i) Partial destruction when the building is restored: for the Unit Owners of the damaged Unit in proportion of the costs of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon such certification.

(ii) Total destruction when one of the buildings is destroyed or is partially destroyed and is not to be restored: for all Unit Owners in such building, the share of each being determined by multiplying such proceeds by a fraction, the numerator of which is the square footage of the Unit and the denominator of which is the total square footage of all Units in such building.

(c) In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interests may appear.

20.5 Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owners after first paying or making provision for payment of the expenses of the Insurance Trustee in the following manner:

(a) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the Association.

(b) If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed first to any Institutional Mortgagee(s) having a lien on the Unit(s) affected to the extent of its interest. The proceeds shall then be applied to the clearing, grading and dressing up of the area where the unreconstructed Unit(s) was located and any surplus paid to the Unit Owner(s). This is a covenant for the benefit of any Institutional Mortgagee and may be enforced by it.

(c) In making distribution to Unit Owners and their Institutional Mortgagee, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

20.6 If any part of the Common Elements or any Unit or Units, or part thereof, shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired unless such damage renders one-half or more of the Units untenable and Unit Owners, who, in the aggregate own 80% or more of the Units, vote against such reconstruction or repair at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications to be prepared by an architect selected by the Board. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the improvements on the Condominium Property were originally constructed. Such encroachments shall be allowed to continue in existence for as long as the building stands. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

20.7 If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for

reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

20.8 Immediately after a casualty causing damage for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bond as the Board may desire. If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) Assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs.

20.9 The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessment against Unit Owners (which shall be deposited by the Association with the Insurance Trustee), shall be disbursed in payment of such cost in the following manner:

(a) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be disbursed to such contractors, suppliers and personnel performing such reconstruction or repair work, in such amounts and at such times as the Unit Owner, with the approval of the Board, may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the Institutional Mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(b) The balance of the construction fund shall be applied by the Insurance Trustee to the payment of the costs of reconstruction and repair and shall be paid to or for the account of the Association from time to time as the work progresses. The Insurance Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect in charge of the work, who shall be selected by the Association, setting forth (i) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, and that the sum requested does not exceed the value of the services and materials described in the certificate, (ii) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work, the Common Elements or any Unit, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds (and Assessments, if any) remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(c) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and 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 Association.

20.10 Each Unit Owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under policies purchased by the Association subject to the rights of Institutional Mortgagees.

20.11 In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

20.12 Each Unit Owner shall be responsible for insuring the contents of his Unit which belong to him, any improvements made by him within his Unit and any portion of his Unit for which he has the responsibility of maintenance, repair and replacement as provided herein.

21. RESTRICTIONS ON SALE, TRANSFER, RENTAL, LEASE, AND OCCUPANCY OF UNITS.

In recognition of the close proximity of the Units and the compact living conditions which exist in this condominium and other similarly situated condominiums within the Sawgrass development, the mutual utilization and sharing of the Common Elements and other facilities within the Sawgrass development and the compatibility and congeniality which must exist between the Unit Owners and other occupants of Units and in order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, and in further recognition of the Sponsor's retention of ownership of substantial portions of the Sawgrass development notwithstanding the sale of all of the Units of this condominium and other condominiums within the Sawgrass development and the Sponsor's interest in maintaining the congeniality, quality and standards of the overall Sawgrass development and of the condominium created hereby, Unit Owners shall be subject to the following provisions, which provisions each Unit Owner covenants and agrees to observe:

21.1 Approval by Sponsor. No Unit Owner may dispose of (whether by sale, gift or otherwise) or lease or rent his Unit or a portion thereof without the prior written approval of the Sponsor except to another Unit Owner. If any Unit Owner acquires title to a Unit by gift, devise, inheritance or other manner, the continuance of his ownership and occupancy of the Unit shall be subject to the written approval of the Sponsor. Approval by the Sponsor shall require and shall include, but shall not be limited to, approval by the Membership Committee of the Sawgrass Club of the proposed new owner or occupant and the granting, upon the payment of the appropriate fees in accordance with the dues schedule of the Sawgrass Club, of an appropriate membership in the Sawgrass Club, all in accordance with the rules and regulations of the Sawgrass Club, a copy of which has been provided each Unit Owner.

21.2 Notice to Sponsor. The approval of the Sponsor referred to in 21.1 above shall be obtained in the following manner:

(a) A Unit Owner intending to make a bona fide sale or lease (or other rental arrangement) of his Unit or any interest therein shall give to the Sponsor notice of such intention, together with the name and address of the intended purchaser or lessee, a copy of the purchase and sale agreement or lease and such other information concerning the intended purchaser or lessee as the Sponsor may reasonably require (all hereinafter referred to as the "Notice").

(b) A Unit Owner who has obtained his title by gift, devise, inheritance or by any other manner not previously mentioned herein, shall give to the Sponsor Notice of the acquiring of his title, together with such information concerning the Unit Owner as the Sponsor may reasonably require and a certified copy of the instrument evidencing his title.

(c) If the Notice is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Sponsor at its election and without notice may approve or disapprove the transaction of ownership. If the Sponsor disapproves the transaction or ownership, the Sponsor shall proceed as if it has received the Notice on the date of such disapproval.

21.3 Certificate of Approval. Within thirty days after receipt of the Notice, the Sponsor must either approve or disapprove the proposed transaction or, if a gift, devise or inheritance, or other transfer, the Sponsor within said time must either approve or disapprove the continuance of the Unit Owner's ownership and occupancy of his Unit. If approved, the approval shall be stated in a certificate executed by the appropriate officers of the Sponsor, which certificate shall be recorded in the public records of St. Johns County, Florida, at the expense of the Unit Owner. Approval of ownership by a corporation shall be conditioned upon approval by the Sponsor of all persons occupying the Unit.

21.4 Disapproval by Sponsor. If the Sponsor shall disapprove a transfer or ownership of a Unit, the following provisions shall apply:

(a) If the proposed transaction is a sale and if the Notice shall so demand, then within thirty days after receipt of the Notice, the Sponsor shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit by the Sponsor, the Association or by a purchaser approved by the Sponsor. The Unit Owner shall be required to sell the Unit to said purchaser and the purchase price therefor shall be that stated in the disapproved purchase and sale agreement or, at the

election of the Unit Owner, shall be the fair market value determined by averaging the fair market value as determined by three MAI appraisers, one of whom shall be selected by the selling Unit Owner, one by the purchaser (whether the Sponsor, the Association or an approved purchaser) and the third by agreement between the two appraisers so selected. A judgment of specific performance of the sale for the price so determined may be entered in any court of competent jurisdiction and the expense of the appraisals shall be divided equally between the selling Unit Owner and the purchaser. The entire purchase price so determined shall be paid in cash and the sale shall be closed within thirty (30) days after the delivery or mailing of the purchase and sale agreement by the Sponsor, the Association or the approved purchaser, or within ten (10) days after determination of the sale price by the appraisers, whichever is later. A certificate executed by the Sponsor approving the purchaser shall be recorded in the public records of St. Johns County, Florida, at the expense of the purchaser and should the Sponsor fail to provide a purchaser upon demand by the selling Unit Owner within the time specified heretofore or if the purchaser furnished by the Sponsor shall default in the agreement to purchase, then notwithstanding the disapproval of the proposed transaction, the Sponsor shall be deemed to have approved the sale and shall furnish a certificate of approval as heretofore provided which shall be recorded among the public records of St. Johns County, Florida at the expense of the purchaser.

(b) If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing and the lease shall not be consummated.

(c) If the Unit Owner giving Notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the Unit Owner of the Notice, the Sponsor shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit by the Sponsor, the Association or by a purchaser approved by the Sponsor. The Unit Owner shall be required to sell the Unit to said purchaser and the purchase price therefor shall be the fair market value determined between the selling Unit Owner and the purchaser within thirty (30) days from delivery or mailing of the agreement. In the absence of such an agreement, the price shall be determined by three MAI appraisers in accordance with the appraisal procedure set forth in subparagraph 21.4(a) above and the terms and provisions of said subparagraph with respect to said procedure shall apply. The purchase price shall be paid in cash and the sale shall be closed within sixty (60) days following the determination of the sale price. A certificate of the Sponsor approving the purchaser shall be recorded in the public records of St. Johns County, Florida at the expense of the purchaser. If the Sponsor or the Association shall fail to purchase or to provide an approved purchaser as required hereby, or if the Sponsor, the Association or the approved purchaser shall default in the agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved and the Sponsor shall furnish a certificate of approval as provided herein to be recorded in the public records of St. Johns County, Florida at the expense of the Unit Owner.

21.5 *Mortgagees.* The provisions of this paragraph 21 relating to restrictions on sale, transfer, rental, lease, or occupancy of Units shall not apply to a transfer to or purchase by an Institutional Mortgagee acquiring title to a Unit either by foreclosure or deed in lieu of foreclosure. Nor shall such provisions apply to any other purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, including but not limited to execution sales, foreclosure sales, judicial sales or tax sales.

21.6 *Transactions Void.* Any sale, transfer, lease, rental or occupancy of a Unit not authorized or approved pursuant to the terms hereof shall be void unless subsequently approved by the Sponsor.

21.7 *Assignment by Sponsor to Association.* The rights and/or obligations of the Sponsor under this paragraph 21 and each or any term and provision hereof with respect to approvals of transactions and occupancies and all rights and/or obligations set forth herein or incidental thereto, or any part or portion thereof, may, at the election of the Sponsor, be assigned to the Association by instrument duly executed by the Sponsor and recorded among the public records of St. Johns County, Florida.

22. DESCRIPTION OF UNITS. The boundaries of each Unit are as follows:

22.1 The upper and the lower boundaries extend to an intersection with the perimetrical boundaries, the upper boundaries being the plane determined by the underside of the roof joists and the lower boundaries being the horizontal plane of the undecorated finished floor.

22.2 The perimetrical boundaries of each Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries: (a) The exterior boundary walls are the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. (b) Where a balcony, screened porch, screened or open courts, swimming pool enclosed by screening or constructed and designed for the exclusive use of a Unit Owner, loggia, canopy, stairway or terrace (exclusive of entranceways and courtyards which are deemed to be Limited Common Elements) serving only the Unit being bounded is attached to the building, the vertical boundaries of the Unit shall be extended to include such structures and the fixtures thereon. (c) Exterior windows and frames, exterior glass-sliding doors and frame and casings are deemed to be part of the Unit. (d) Air conditioning and heating equipment and facilities appurtenant to a Unit are deemed to be part of the Unit.

22.3 The foregoing description of Units shall be subject to the easements reserved herein to the Association for the purpose of furnishing necessary utilities to the particular Unit, other Units and the Common Elements and for the purpose of fulfilling the obligations of the Association hereunder to the particular Unit Owner and other Unit Owners. If any portion of a Unit or Common Elements encroaches upon another, a valid easement for the encroachment and maintenance of such encroachment shall and does exist for so long as the encroaching improvement stands. In the event any building is partially or totally destroyed and then rebuilt, the Unit Owners agree that minor encroachments on parts of the Common Elements or Units, as described above, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

23. OWNERSHIP OF COMMON ELEMENTS AND ASSOCIATION. The ownership of an undivided share in the Common Elements which is appurtenant to a Unit cannot be separated from the Unit or conveyed or encumbered except with the Unit and a conveyance or encumbrance of a Unit shall pass the title to the Common Elements appurtenant to it whether or not separately described. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as appurtenant to his Unit.

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

25. EFFECT OF DOCUMENTS. Subject to the rights of the Sponsor and/or the Unit Owners to amend this Declaration, restrictions contained in the Condominium Documents shall be applicable to and covenants running with the land. The provisions of the Condominium Documents shall be binding upon all of the Unit Owners and their heirs, personal representatives, successors and assigns. The provisions hereof shall be enforceable equitable servitudes, and shall run with the land and shall be effective until this Declaration is revoked or terminated, subject to said right of amendment.

26. FAILURE TO COMPLY. Failure of a Unit Owner to comply with the terms of the Condominium Documents shall entitle the Association or other Unit Owners to such relief as may be provided by law in addition to the rights conferred on them by this Declaration. In the event that the Association shall be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed for its reasonable attorney's fees, court costs and other expenses which the Unit Owner hereby agrees to pay.

27. RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall, upon request in writing to the Association, be entitled to receipt of the following:

27.1 A copy of the Annual Financial Statement and Report of the Association, prepared by a Certified Public Accountant designated by the Association, including a detailed statement of income and expenses, a balance sheet and surplus reconciliations, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar or fiscal year.

27.2 A copy of any 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, the Charter or the By-Laws.

27.3 Notice of default by a Unit Owner (whose Unit is encumbered by a mortgage held by an Institutional Mortgagee) of any obligation imposed upon such Owner under the Condominium Documents, such notice to be given in writing and to be sent to the principal office of such Institutional Mortgagee or to the place designated by it.

27.4 An endorsement to the policies covering the Common Elements requiring that such Institutional Mortgagee be given any notice of cancellation provided for in such policy.

28. MASTER ASSOCIATION. The Master Association represents all of the residents of the entire Sawgrass development, including this condominium, and its members are those persons appointed or elected in accordance with the Master Charter and Master By-Laws. The Master Association, acting through its board of directors, shall have the following powers, rights, and duties with respect to the condominium property, all as more particularly set forth in the Master Charter, Master By-Laws and recorded Declaration of Covenants Re: Assessments with respect to the Sawgrass development:

28.1 The Master Association is entitled to a lien upon a Unit for any unpaid assessment for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, bike-paths, entrance ways, irrigation systems, traffic control systems, street lighting, security guards, fences and other facilities, lakes, wildlife preserve, bike-paths, athletic fields and other common areas used or to be used in common with all residents of the Sawgrass development, the payment of real estate ad valorem taxes assessed against such common areas and the provision of pest control, fire protection, garbage collection and CATV or MATV services, all of which is more particularly set forth in the Master By-Laws and recorded Declaration of Covenants Re: Assessments.

28.2 If for any reason the Association refuses or fails to perform the obligations imposed on it hereunder and under the other Condominium Documents, the Master Association shall be, and is hereby, authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Master Association shall be reimbursed by the Association.

28.3 Notwithstanding anything herein to the contrary, this Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the board of the directors of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the president and attested by the secretary of the Master Association.

28.4 Except as expressly permitted herein, without the prior written consent of the Master Association, no permanent improvements other than as set forth and shown in the exhibits to this Declaration shall be constructed on the Condominium Property and no substantial or material alterations of the exterior of any building or the topography of the Condominium Property shall be effected. Without limiting the generality of the foregoing, no lakes, marshes, hammocks, lagoons or similar features of the Condominium Property shall be altered or changed without the prior written consent of the Master Association. In addition, nothing shall be erected, constructed, planted or otherwise placed in such position as to create a hazard upon or block the vision of motorists upon any of the roadways adjacent or near to the Condominium Property. The Master Association shall also have the reasonable right of ingress and egress to the Condominium Property for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other similar areas (whether within or without the Condominium Property).

29. RIGHTS OF SPONSOR. Notwithstanding anything herein to the contrary, until the first meeting of the Board in 1976 or until all of the Units have been sold, whichever occurs first, the Sponsor hereby reserves unto itself, its successors, assigns and nominees, the right to manage all of the affairs of this condominium and to approve all of the decisions of the Association and the exclusive right to elect the directors of the Association (who need not be Unit Owners). Provided however that during said period the Sponsor agrees to consult with, from time to time, an Advisory Committee composed of Unit Owners. In addition, the Sponsor shall not be required to pay periodic assessments for any Unit owned by it although the Sponsor agrees to be responsible for the allocated amount of Common Expenses attributable to the Units owned by it.

30. DISCLAIMERS.

30.1 No representation, warranty or commitment has been made by the Sponsor or any other party in its behalf to any Unit Owner, either prior to or subsequent to the purchase of his Unit with respect to the time of construction, location, nature and extent of any club facilities, wildlife preserves, golf courses, tennis courts, beaches, lakes or other amenities within the Sawgrass development.

30.2 The Sponsor specifically disclaims any intent to have made any warranty or representation in connection with the Units, the Condominium Property or the Condominium Documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are hereby agreed to be reasonably accurate. But no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed. The Sponsor has constructed or will construct the buildings and improvements substantially in accordance with Exhibit "C" and those plans and specifications on file with the architect responsible for the design of the improvements and it is hereby agreed that this is the full extent of the Sponsor's liability and responsibility. Guarantees obtained and warranties obtained from the manufacturers of all appliances and equipment as specified by said manufacturers and subcontractors, may be enforced by either the Association or the Unit Owner. The foregoing warranty is expressly in lieu of all other warranties, express or implied by law or otherwise, and no warranty of merchantability or fitness of any fixtures, equipment, appliances, personal property, and real property and improvements thereon is made by Sponsor.

31. MISCELLANEOUS.

31.1 The failure of the Sponsor, the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Documents or any of the rights conferred by the Condominium Act shall not constitute a waiver to do so thereafter.

31.2 This Declaration may be terminated in the manner provided for in the Condominium Act. Notwithstanding any amendments to the Condominium Act, however, a vote of one hundred (100%) percent of the Unit Owners shall be required to terminate this Declaration; provided however, if an election is made not to reconstruct after damage in accordance with paragraph 20.6, then this Declaration may be terminated by a vote of Unit Owners who, in the aggregate, own 80% or more of the Units.

31.3 If any provision of the Condominium Act or section, sentence, clause, phrase or word or the application thereof or of the Condominium Documents is held invalid, the validity of the remainder of said statute or instrument and/or of the application of any such provision, section, sentence, clause, phrase or word in other circumstances of said statute or of the Condominium Documents shall not be affected thereby. The headings of the paragraphs herein are for convenience only and are not to be relied upon or used in construing the effect or meaning of any of the text or Exhibits.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration of Condominium, this 7th day of November, 1973.

Witnesses:

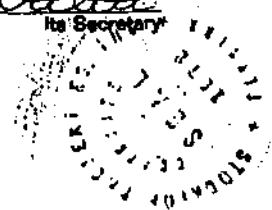
STOCKTON PROPERTIES, INC., General
Partner of SAWGRASS, LTD.

Martha C. Bowles

James R. Thibault
Its President

Harold J. Staut

Robert F. Barlow
Its Secretary



STATE OF FLORIDA }
COUNTY OF DUVAL }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, James R. Stockton, Jr. and Robert F. Bartlett, as President and Secretary, respectively, of STOCKTON PROPERTIES, INC., General Partner of SAWGRASS, LTD., to me well known to be the persons who as such officers of said corporation executed the same and acknowledged before me that said instrument is the free act and deed of said corporation by them executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 7th day of November, 1973.


Notary Public, State of Florida at large.

My commission expires: April 22, 1976.



**EXHIBIT A TO DECLARATION OF CONDOMINIUM
OF ROUGH CREEK VILLAS CONDOMINIUM**

That Certain Piece, Parcel or Tract of Land Situate, Lying and Being in the
County of St. Johns, State of Florida, TO-WIT:

Tracts A, B and C, SAWGRASS, Unit One, according to the plat
thereof recorded at Map Book 12, pages 3 to 18, public records of
St. Johns County, Florida.

SUBJECT TO Sawgrass Declaration of Covenants re Assessments
recorded at Official Records Volume 239, page 229, public records
of St. Johns County, Florida.

**EXHIBIT B TO DECLARATION OF CONDOMINIUM
OF ROUGH CREEK VILLAS CONDOMINIUM**

Identification of each Unit	Undivided Share of Common Elements (Stated as a Fraction) which are Appurtenant to each of the Units	Manner of Sharing Common Expenses and Owning Common Surplus of each Unit stated as a Fraction
CLUSTER A		
A 1	1/60	1/60
A 2	1/60	1/60
A 3	1/60	1/60
A 4	1/60	1/60
A 5	1/60	1/60
A 6	1/60	1/60
A 7	1/60	1/60
A 8	1/60	1/60
A 9	1/60	1/60
A 10	1/60	1/60
A 11	1/60	1/60
A 12	1/60	1/60
A 13	1/60	1/60
A 14	1/60	1/60
A 15	1/60	1/60
A 16	1/60	1/60
A 17	1/60	1/60
A 18	1/60	1/60
A 19	1/60	1/60
CLUSTER B		
B 1	1/60	1/60
B 2	1/60	1/60
B 3	1/60	1/60
B 4	1/60	1/60
B 5	1/60	1/60
B 6	1/60	1/60
B 7	1/60	1/60
B 8	1/60	1/60
CLUSTER C		
C 1	1/60	1/60
C 2	1/60	1/60
C 3	1/60	1/60
C 4	1/60	1/60
C 5	1/60	1/60
C 6	1/60	1/60
C 7	1/60	1/60
C 8	1/60	1/60
C 9	1/60	1/60
C 10	1/60	1/60
C 11	1/60	1/60
CLUSTER D		
D 1	1/60	1/60
D 2	1/60	1/60
D 3	1/60	1/60
D 4	1/60	1/60
D 5	1/60	1/60
D 6	1/60	1/60
D 7	1/60	1/60
D 8	1/60	1/60

**EXHIBIT B TO DECLARATION OF CONDOMINIUM
OF ROUGH CREEK VILLAS CONDOMINIUM
(CONTINUED)**

Identification of each Unit	Undivided Share of Common Elements (Stated as a Fraction) which are Appurtenant to each of the Units	Manner of Sharing Common Expenses and Owning Common Surplus of each Unit stated as a Fraction
CLUSTER D (Continued)		
D 9	1/60	1/60
D 10	1/60	1/60
D 11	1/60	1/60
D 12	1/60	1/60
D 13	1/60	1/60
CLUSTER E		
E 1	1/60	1/60
E 2	1/60	1/60
E 3	1/60	1/60
E 4	1/60	1/60
E 5	1/60	1/60
E 6	1/60	1/60
E 7	1/60	1/60
E 8	1/60	1/60
E 9	1/60	1/60
	<u>60/60</u> (100%)	<u>60/60</u> (100%)

STATE ROAD

U³ A-1-A

VICINITY MAP
OF PROPOSED SAWGRASS COLONY/UNITED
BEING A PORTION OF SECTIONS 26 & 3, TOWNSHIP
4 SOUTH, RANGE 29 EAST, ST. JOHNS CO., FLORIDA.

GOVT LOT 3

EXHIBIT C PAGE 1

PREPARED BY:
CHAS. E. BARTLETT ASSOC.
1056 HARRY STREET
JACKSONVILLE, FLORIDA

SITE PLAN TRACT-A

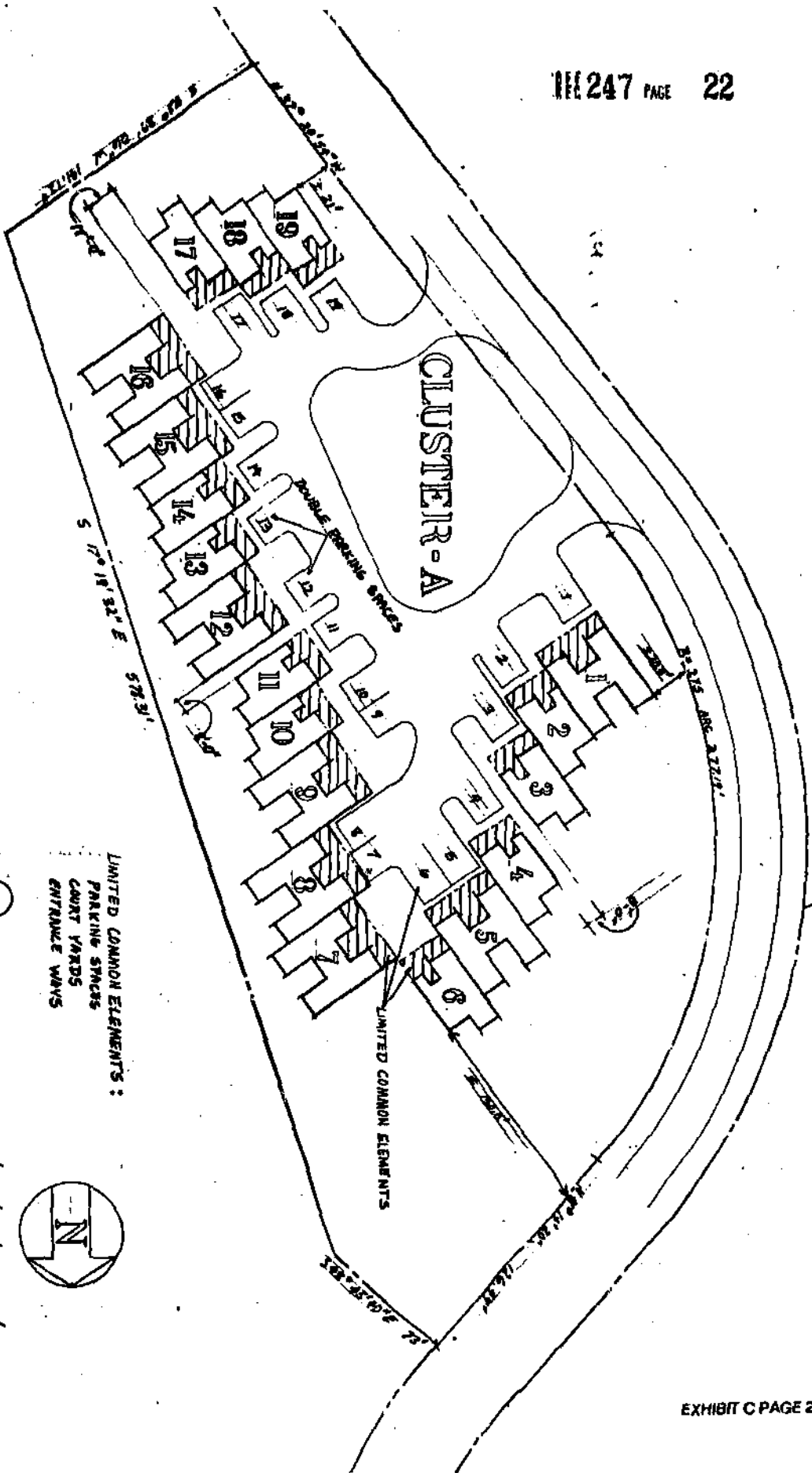


EXHIBIT C PAGE 2

NE 1/4 SEC 16

100° 55' 56" E 771'

REL 247 PAGE 23

23

CLUSTER-B

- LIMITED COMMON ELEMENTS:
- PARKING SPACES
 - COURT YARDS
 - ENTRANCE WAYS

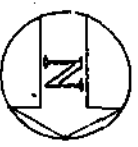
SYMBOLIZES
LAND 1970S AND
ENTRANCE WAYS

LIMITED COMMON ELEMENTS

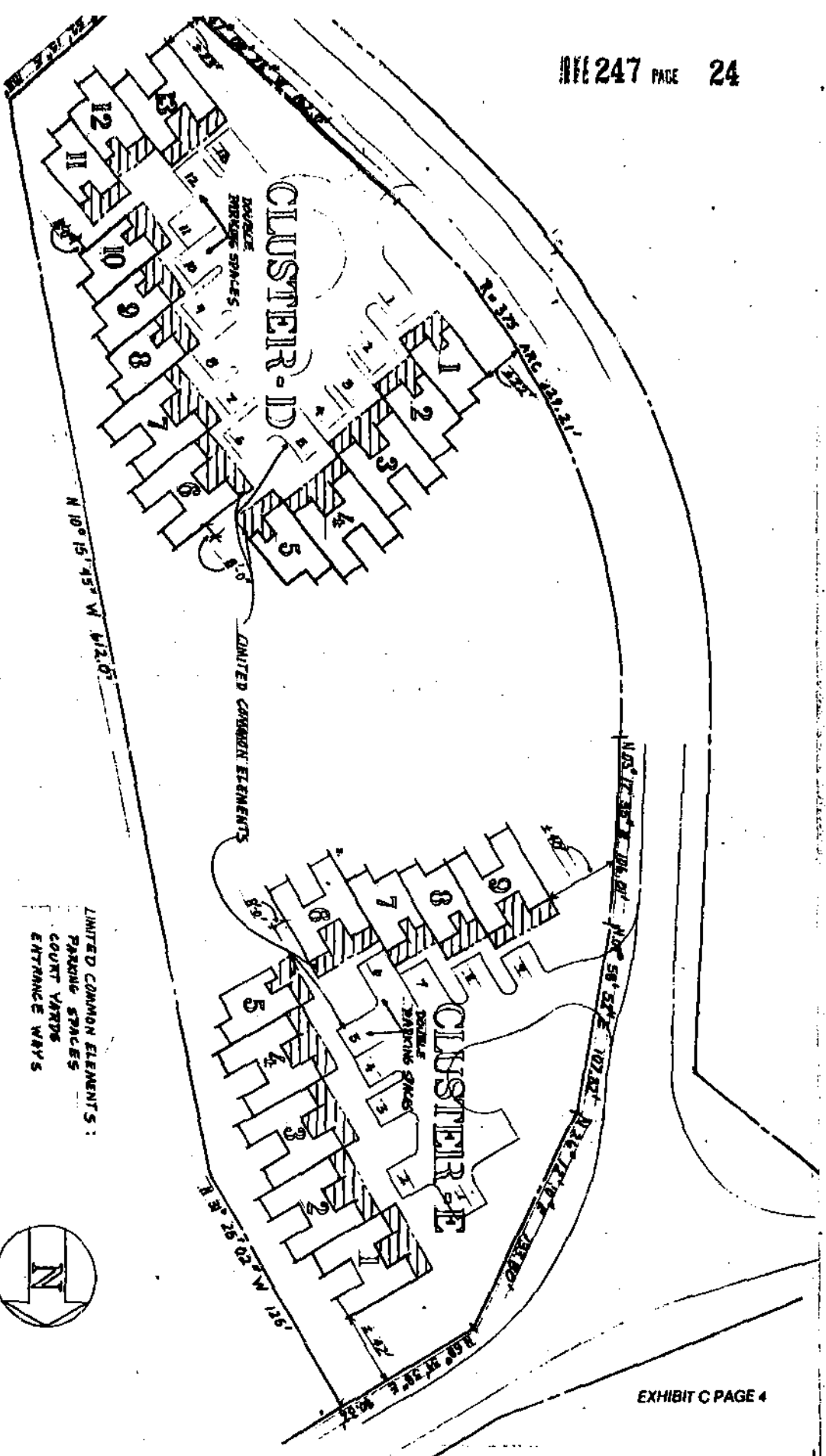
CLUSTER-C

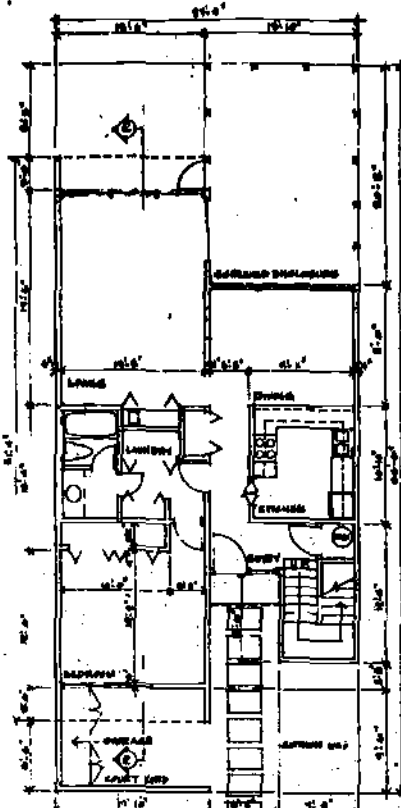
SITE PLAN TRACT-B

GRAPHIC SCALE IN FEET

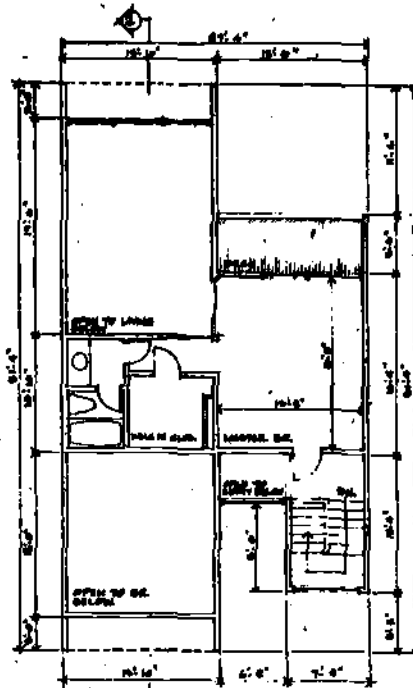


SITE PLAN TRACT - C

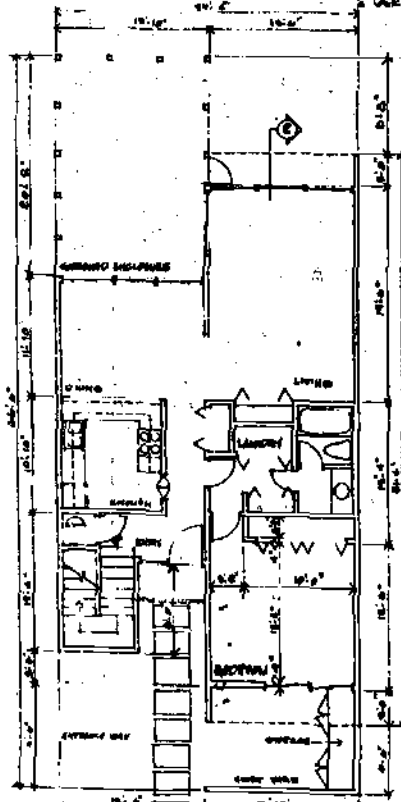




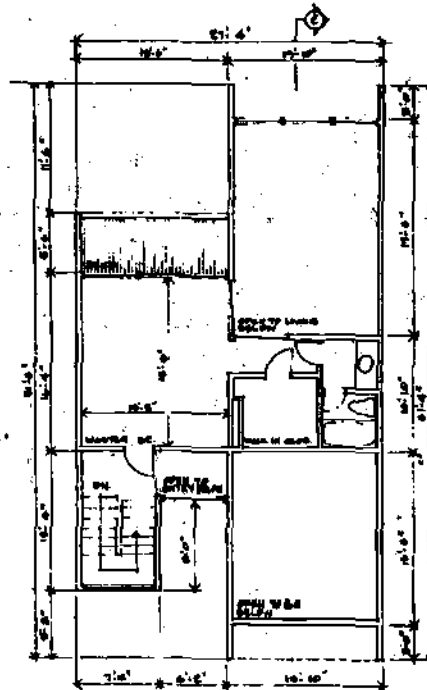
1ST FLOOR PLAN



2ND FLOOR PLAN

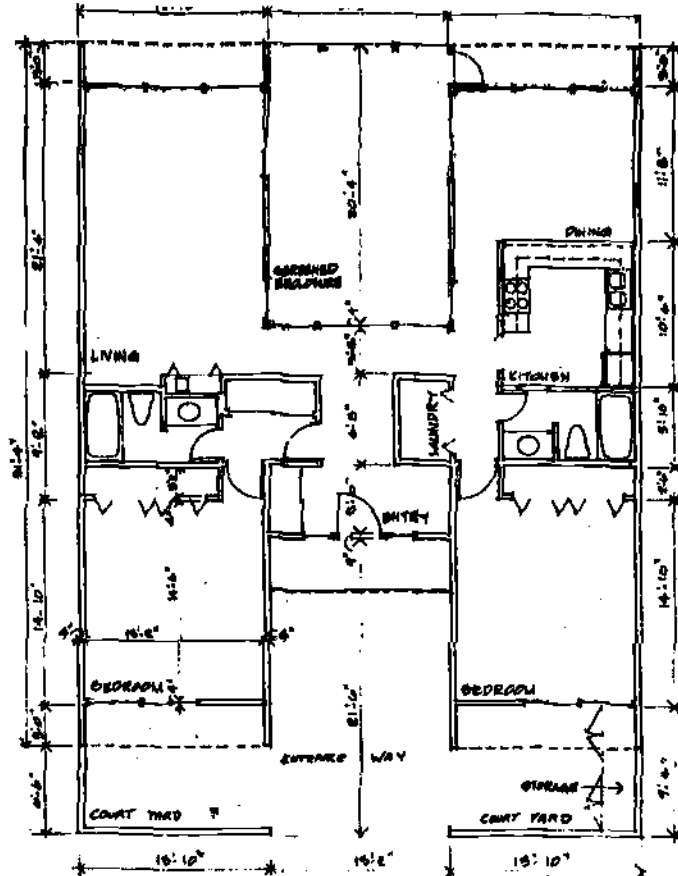


1ST FLOOR PLAN

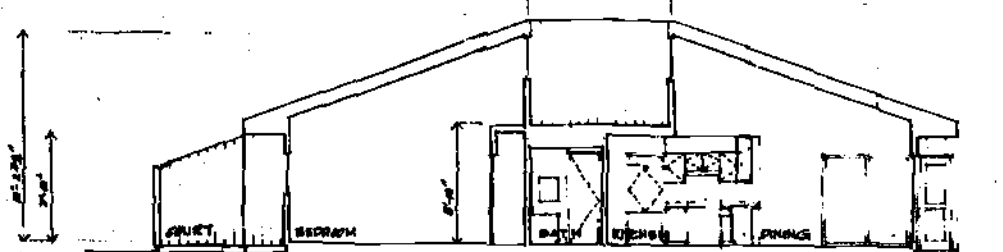
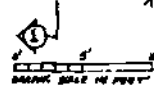


2ND FLOOR PLAN

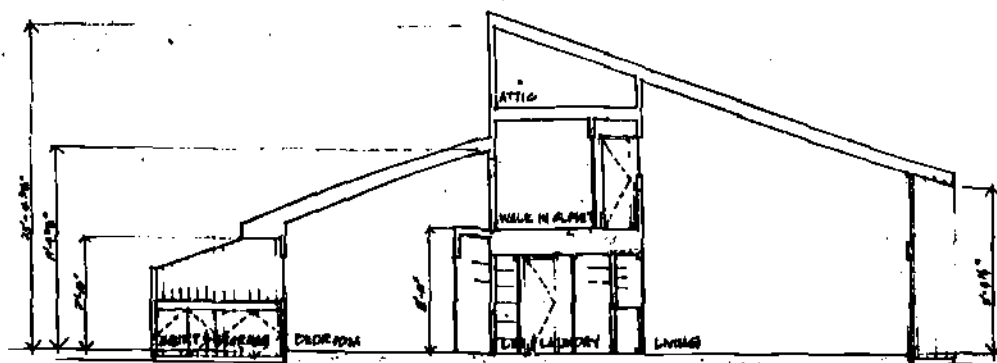
TWO STORY UNIT PLANS



ONE STORY UNIT
FLOOR PLAN



ONE STORY UNIT
SECTION ①



TWO STORY UNIT
SECTION ②

EXHIBIT D TO DECLARATION OF CONDOMINIUM
OF ROUGH CREEK VILLAS

SURVEYOR'S CERTIFICATE

The undersigned, Charles R. Bassett, Registered Land
Surveyor No. 1576, State of Florida, hereby certifies as follows:

1. That he has reviewed the foregoing Declaration of
Condominium of Rough Creek Villas Condominium and Exhibits A,
B and C attached thereto.
2. That said Declaration and said Exhibits correctly
represent the improvements described therein and that there can
be determined therefrom the identification, location, dimensions
and size of the Common Elements, the Limited Common Elements, and
each Unit.

DATED this 17th day of October, 1973.

Charles R. Bassett

Charles R. Bassett, Registered Land
Surveyor No. 1576, State of Florida.

Sworn to and subscribed before me

this 17 day of October,
1973.

James E. Bly
Notary Public, State of Florida at
Large.

My commission expires: 9-7-75