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PROSPECTUS AND ATTACHMENTS
FOR
WATERSIDE,
A CONDOMINIUM

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PROSPECTUS

This Prospectus is prepared by SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation, as a Developer of WATERSIDE, A CONDOMINIUM ("Condominium"), in compliance with Section 718.504, Florida Statutes. Its intent is to describe for purchasers certain features of condominium units in the Condominium. The Attachments to this Prospectus describe the manner in which owners in the Condominium enjoy various rights and undertake certain obligations in the Condominium's ongoing operation and the ongoing operation.

1. BRIEF DESCRIPTION OF THE CONDOMINIUM.

(a) Name and Location of the Condominium.

The Waterside, A Condominium, is located on 1909 University Blvd. South, Jacksonville, Florida.

(b) Physical Description of the Condominium.

(i) The first building to be constructed in the Condominium is Building 3 and accordingly the first phase of this Condominium is denominated "Phase III." All phase numbers are the same as the building numbers and thus the phase numbers do not indicate the order of completion.

Phase III of the Condominium consists of one (1) residential building with a total of six (6) units. The number of bathrooms and bedrooms in each unit is as set forth in the following schedule. The following schedule, however, shall not preclude rooms in a given unit from being combined or prevent or require use of any specific room in any manner which is otherwise lawful and permitted, nor shall it prevent the conversion of any room into a bedroom or to any other use.

UNIT TYPE*	UNIT NUMBERS
The Water Oak (Type A) 2 Bedroom, 2 Bathroom 1100 square feet	301, 306
The Cove (Type C) 2 Bedroom, 2 1/2 Bathroom 1136 square feet	302, 303, 304, 305

*The Unit Types are depicted on Exhibit D to Attachment 1.

[The physical description of Subsequent Phases is contained in paragraph 13 hereof.]

The Condominium also includes common elements and limited common element facilities as more particularly described in paragraph 3 hereof.

(c) Survey and Graphic Description of Improvements. A copy of the survey, plot plan and a graphic description of improvements may be found as Exhibits "C" and "D" to Attachment 1 of this Prospectus. At the time of recording the Declaration the land will be subject to easements for water, sewer, telephone and electrical services as may be required by the applicable utility companies.

(d) Estimated Latest Date of Completion. The estimated latest date of completion of constructing, finishing and equipping dwelling units and other improvements in Phase 1 of the Condominium is set forth in the Purchase and Sale Agreement, paragraph 7, Attachment 4 to this Prospectus. The

Developer has reserved the right for five years after recording the Declaration, at Developer's option, to expand the Condominium by the addition of any or all of the Subsequent Phases to the Condominium. The estimated date of completion of each subsequent phase shall be as set forth in the respective Purchase Agreements for each phase.

(e) Maximum Number of Units That Will Use Condominium Facilities. If all phases are completed, the Condominium will consist of fifty-eight (58) Units which is the maximum number of Units that will use the condominium facilities described in paragraph 3 hereof in common.

2. SALE OF FEE SIMPLE INTERESTS.

(a) THE CONDOMINIUM UNITS ARE BEING SOLD ON FEE SIMPLE INTERESTS. The Developer intends to sell and lease the Units, at its discretion.

(b) THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE. (See Section 13.6 of the Declaration. Attachment 1 hereof.)

The Developer has no present intention of engaging in a program of renting or leasing unsold Units; but the Developer reserves the absolute and free right to do so. Depending upon market conditions, Developer shall be entitled to lease or transfer the Units on such terms as Developer shall deem convenient or appropriate. In the event that any Unit is sold prior to the expiration of the term of the lease, the purchasers will succeed to the interest of the applicable lessee. If any Unit is sold subject to a lease, a copy of the executed lease will be attached to the Purchase Agreement in accordance with Section 718.503 (1) (d) of the Florida Statutes, if applicable. If the Unit has been previously occupied, the Developer will so advise a prospective purchaser, in writing, prior to the time that the purchaser executes a Purchase Agreement, if required by law.

3. RECREATIONAL AND OTHER COMMON FACILITIES TO BE USED ONLY BY UNIT OWNERS OF CONDOMINIUM.

(a) The recreational and common facilities available at the Condominium to be used only by unit owners, their guests or tenants, Unit Owners are as follows:

(i) paved roadways from the ingress and egress roads to the Units.
(ii) concrete sidewalks leading to the Units.
(iii) unassigned parking spaces.
(iv) swimming pool and deck. The swimming pool is is an unheated pool approximately 600 square feet in size and varying in depth from three (3) feet to six (6) feet. Its capacity is approximately 20 persons and is located at the eastern boundary of Phase I. The surrounding deck is approximately 700 square feet with a capacity of approximately 20 persons.
(v) changing areas and restrooms located adjacent to the pool are located in a building containing approximately 225 square feet.
(vi) a "rip-rap" bulkhead along the eastern boundary of the condominium property.
(vii) fence along the northern boundary.
(viii) the Developer anticipates that the lift station will be maintained by the Association. In the event that the City of Jacksonville accepts the lift station and maintains it, appropriate changes may be made in the Condominium documents.

(b) There will be six (6) units in Phase III. If all the Subsequent Phases are constructed, the number of Unit Owners using the Common Elements will be 58.

(c) All descriptions contained herein and shown on the site plan as to locations, areas, capacities and sizes are approximations only.

(d) The estimated date when each of these facilities will be available for Unit Owners is the same date as completion of the Units (see paragraph 7 of the Purchase and Sale Agreement).

(e) The Developer is not committed to provide any personal property for these facilities.

(f) The common elements and common facilities of the Condominium are owned by all owners of the Condominium in the percentages described in Exhibit "B" to the Declaration of Condominium, Attachment 1 to this Prospectus.

(g) RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF UNIT OWNERS OR THE ASSOCIATION. (See Article 21 of the Declaration of Condominium. Attachment 1.) Provided that all applicable permits from the governmental authorities and at such time as the last phase is subjected to the Declaration, the Developer intends to construct a wooden dock consisting of approximately 950 square feet, including an octagonal sitting area at the end thereof. The capacity of the dock will be approximately 15 persons. The cost of the dock shall be not less than $10,000, which will be paid by Developer. The cost to the Unit Owners for maintenance of the dock has been estimated in the Estimated Budget (Attachment 2). In the event it is not constructed the assessments will be reduced accordingly. In the event that the required permits can not be obtained, the Developer shall remove the existing dock at its own cost and expense.

4. CONDOMINIUM ASSOCIATION.

(a) The Association.

Upon conveyance of a Unit, the Unit Owners automatically become members of The Waterside Owners Association, ("Association") which is charged with the operation of the Condominium pursuant to its Articles and Bylaws (Exhibit E and F of Attachment 1).

(b) Association Assessment Rights.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. UNIT OWNERS MUST BECOME MEMBERS OF THE ASSOCIATION. (See Attachment 1, Articles 16 and 21.)

The Association is empowered to assess the Unit Owners for the funds necessary to perform its obligations and to collect its assessments by lien rights.

(c) Control of the Condominium Association.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (See Article VIII of the Articles of Incorporation of the Associaton).

As more fully set forth in the Articles of Incorporation and Bylaws of the Association, there will be no less than 3 members in the Board of Directors (the "Board"). When Unit Owners other than Southern Condominium Developers, Inc. ("Developer") own fifteen percent (15%) or more of the Units that ultimately will be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall

be entitled to elect, in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors: (a) three (3) years after fifty percent (50%), but less than ninety percent (90%) of the Units that ultimately will be operated by the Association have been completed, and some of the units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) 120 days after the date by which 75 percent of the Units have been conveyed to Unit Owners or (f) five years after the recording of the Declaration whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(d) Voting Rights of Unit Owners.

As members the Association, the Unit Owner(s) have the right to vote on matters affecting the Condominium. Each Unit shall be assigned one Voting Interest as such interest is defined in the Declaration to be cast in accordance with the provisions of the Articles and Bylaws of the Association. If Phases II and III are submitted to the Declaration, each Unit in the additional phases shall be assigned one Voting Interest and the total number of Voting Interests shall be increased accordingly.

5. MANAGEMENT AND MAINTENANCE.

(a) Terms of Management Agreement.

PRIOR TO SUBMITTING THE CONDOMINIUM PROPERTY TO CONDOMINIUM OWNERSHIP, THE DEVELOPER MAY CAUSE THE CONDOMINIUM ASSOCIATION TO ENTER INTO A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH A MANAGEMENT AGENT TO BE SELECTED BY DEVELOPER IN DEVELOPER'S SOLE DISCRETION, WHICH MANAGEMENT AGENT MAY BE AN AFFILIATE OF DEVELOPER.

The Association shall bear the ultimate responsibility for the operation of the Association, but to the extent permitted it may assign those rights to a management agent. A summary of the proposed terms of the management contract for the Condominium is set forth in Attachment 5 to this Prospectus.

The management contract for the Association will provide that the Manager will be responsible for the maintenance and operation of the Condominium, pursuant to the terms of the contract, may hire and fire employees, provide routine accounting, budget and income tax return services, collect assessments for the Association, supervise the maintenance and repair Common Elements, contract for utility and maintenance service with Association approval, and otherwise generally handle day-to-day Association functions.

As compensation, the Manager will receive (in addition to reimbursement for certain expenses incurred) a fee for the general management of the Condominium which is no greater than $12.00 per Unit per month and $144.00 per Unit per year. The fee shall be paid in equal monthly installments as part of the common expenses included in the budget of the Condominium.

(b) Other Maintenance Contracts.

Developer shall assign to the Association all of Developer's right, title and interest in and to all contracts relating to the provision of utility, insurance and other

services to the Condominium, and from and after such assignment, all benefits and burdens thereunder shall accrue and apply to the Association. The Developer and/or the Manager shall be entitled to be reimbursed for all prepaid premiums, rentals, deposits and other consideration paid by Developer to such insurers, contractors and utility companies.

6. SUMMARY OF USE RESTRICTIONS.

Restrictions upon use of the condominium and condominium units are set forth in Article 12 of the Condominium Declaration, (Attachment 1) and the Rules and Regulations (Attachment 3). The restrictions concerning use which are generally of most interest are, in summary:

(a) The use of each Condominium Unit shall be limited to single family residential usage. Units may not be divided or subdivided into smaller units.

(b) There is no prohibition against usage of the Unit by children, but such usage must be supervised by an adult.

(c) There are restrictions on the keeping of pets. Refer to the Rules and Regulations (Attachment 3) for such restrictions.

(d) THE LEASING OF UNITS IS RESTRICTED OR CONTROLLED (See §12.9 of the Declaration) Leases must be for a minimum of 6 months.

(e) Reasonable regulations concerning use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association.

7. UTILITY AND OTHER SERVICES.

Water supply	City of Jacksonville
Sewage disposal	City of Jacksonville
Solid waste disposal	City of Jacksonville
Storm drainage	On site drainage
Electricity	Jacksonville Electric Authority
Telephone	Southern Bell
Cable Television	Area Cablevision

8. APPORTIONMENT OF COMMON EXPENSES AND COMMON ELEMENTS.

All Units have an equal share of ownership of the common elements and bear an equal obligation for payment of common expenses. For all Units in Phase III, the fractional share of ownership of common elements and common expenses is 1/6th. As each Subsequent Phase is added, the fractional share of ownership of Common Expenses and Common Elements will be reduced to a fraction the numerator of which is "1" and the denominator of which is the total number of units subject to the Declaration all as more fully set forth in Exhibit B.

9. PRESENT OPERATING BUDGET.

A copy of the Association's estimated operating budget are contained in Attachment 2. It is the judgment of the Developer that these attachments fairly reflect the level of Association's expenditures for the budgeted period. Excluded from the Budget are such items of expense that are personal to Unit Owners.

10. ESTIMATED CLOSING EXPENSES.

The following is the schedule of Estimated Closing Costs which will be charged to the purchaser at closing.

(a) Duval County Ad Valorem Taxes. Ad valorem taxes will be prorated on the date of closing for the applicable calendar year. Florida law requires County Tax Assessors to assess property on the basis of 100% valuation. Each Owner will be assessed for his Unit and his proportionate share of the Common Elements. A mortgage lender may require an escrow deposit from the purchaser to assure ample funds for payment of taxes the following November which will be charged to the purchaser at closing and paid to the lender for deposit in the lender's Escrow Account.

(b) Insurance. The Developer may pay in advance the cost of the first yearly insurance premium for insurance coverage for the Association and for Condominium Property. Purchasers will be required to pay at closing an amount equal to each Purchaser's prorated share of the amount of the prepaid annual blanket insurance coverage premium to Developer in reimbursement of the initial contribution. For each year subsequent to closing, the insurance premium shall be paid from the assessments. Contents insurance and personal liability insurance for casualties within the Unit shall be the responsibility of the Unit Owner.

(c) Title Insurance. The Developer will provide to Purchaser a binder of mortgagee title insurance (or a binder for fee title insurance, if there is no financing) insuring that the recorded conveyance from Developer to Purchaser has vested in Purchaser from a title insurance company selected by Developer. If Purchaser uses another title company to issue the policy, the premium shall be at his own cost and expense, otherwise the Developer will pay the premium for the issuance of the policy.

(d) Association Assessments and Working Capital Contribution.

(i) Purchaser will be required to pay a maintenance assessment for the month of closing to both the Association for the assessments, prorated as of the date of closing.

(ii) In addition, each Purchaser will be required to make a capital contribution to the Association equal to $190.00 for the fully operating Condominium to defray the initial operating costs of the Association. The working capital funds may not be used during the period of time Developer is excused from paying full assessments.

(e) Mortgage Costs. If a purchaser finances his purchase, he may be required to pay the following costs:

The mortgage recording fee of $5.00 for the first page and $4.00 for each additional page, intangible tax on the mortgage calculated on the basis of .2% of the mortgage amount, documentary stamps on the note of .15% of the note amount, attorney fees for the legal counsel retained by mortgage lender furnishing financing to Purchaser and all charges made by lender for appraisals, credit report, origination fees, commitment fees or points charged by the mortgage lender. In addition, Purchaser shall be responsible for any prepaid items required by lender and any amounts to be escrowed. For a detailed description of closing costs to be paid by the buyer refer to the Purchase Agreement.

(f) Developer's Closing Costs. In all cases, whether financed or cash, Developer shall pay to record the Deed and any Partial Release and shall pay the documentary stamps on Deed.

11. IDENTITY OF DEVELOPER.

The Developer is Southern Condominium Developers, Inc., a Florida corporation; which is a subsidiary of Stokes and Company. Southern Condominium Developers, Inc. is the Developer of Seahawk at Ponte Vedra Lakes I and II, Condominiums, located in St. Johns County, Florida, and is the managing general partner of Village Green at Baymeadows One and Two Condominiums located in Duval County. The Chief Executive Officer of Southern Condominium Developers, Inc. and Stokes and Company is E. Chester Stokes, Jr. Mr. Stokes has been in the real estate development and construction business for approximately 10 years in Duval, St. Johns, Clay and surrounding counties and has become one of the largest builders in Florida, having completed over a thousand single family homes and several apartment and commercial projects. In addition to this condominium, Mr. Stokes has built, or is in the process of building, over 500 condominium units in St. Johns, Duval, and Clay Counties.

12. PHASING THE CONDOMINIUM.

THIS IS A PHASED CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS COMDOMINIUM. (For a detailed explanation of the Phasing provisions see Article 21 of the Declaration). The Condominium will be created pursuant to the requirements of § 718.403 of the Condominium Act.

Phase III is described in paragraph 1(b) hereof; some of Units in Subsequent Phases are the same as the units in Phase III. Three new unit types are added in the subsequent phases which types are depicted in Exhibit D-1 and are described as follows:

Unit Type	Unit Number
PHASE I	
The Water Oak (Type A) 2 Bedroom, 2 Bathroom 1100 square feet	101, 104
The Cove (Type C) 2 Bedroom, 2 1/2 Bathroom 1136 square feet	102, 103,
PHASE II	
The Cove (Type C) 2 Bedroom, 2 1/2 Bathroom 1136 square feet	201, 202, 203 204, 205, 206

PHASE IV

The Waterside (Type E) 3 Bedroom, 2 Bathroom 1303 square feet	401
The Shoreline (Type B) 2 Bedroom, 2 Bathroom 1236 square feet	402, 403, 404, 405
The Cove (Type C) 2 Bedroom, 2 1/2 Bathroom 1136 square feet	408, 409, 410, 411 412, 413, 414, 415
The Bayside (Type D) 2 Bedroom, 2 1/2 Bathroom 1280 square feet	406, 407

PHASE V

The Pottsburgh (Type F) 3 Bedroom 2 Bathroom 1350 square feet	501, 502, 503, 504 505, 506, 507, 508 509

PHASE VI

The Water Oak (Type A) 2 Bedroom, 2 Bathroom 1100 square feet	601, 604
The Cove (Type C) 2 Bedroom, 2 1/2 Bathroom 1136 square feet	602, 603

PHASE VII

The Water Oak (Type A) 2 Bedroom, 2 Bathroom 1100 square feet	701, 708
The Cove (Type C) 2 Bedroom, 2 1/2 Bathroom 1130 square feet	702, 703, 704, 705 706, 707

PHASE VIII

The Water Oak (Type A) 2 Bedroom, 2 Bathroom 1100 square feet	801, 806
The Cove Type C) 2 Bedroom, 2 1/2 Bathroom 1130 square feet	802, 803, 804, 805

The decision to construct and submit the Subsequent Phases to the Declaration and the order of submission is solely that of the Developer. Nothing herein, shall be construed to require or obligate the Developer to construct the improvements other than those described in paragraphs 1(b), 3 and 4 hereof. The Developer has reserved the right to add the phases to the Condominium in the order of completion and accordingly the phase numbers should not be interpreted to place any obligation or restriction on the Developer as to the submission of additional phases.

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

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Exhibits

A	Legal Description of Phase I
A-1	LEGAL Description of Subsequent Phases
B	Fractional Share of Undivided Interest in Common Elements and Common Expense
C	Site Plan and Survey
D	Graphic Depiction of Improvements for The Waterside A Condominium - Phase I
D-1	Graphic Depiction of Improvements for The Waterside, A Condominium - Subsequent Phases
E	Articles of Incorporation of The Waterside Owners Association, Inc.
F	Bylaws of The Waterside Owners Association, Inc.

DECLARATION OF CONDOMINIUM

FOR

THE WATERSIDE, A CONDOMINIUM

THIS DECLARATION is made this ____ day of _____, 198___, by SOUTHERN CONDOMINIUM DEVELOPERS, 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, 1984, as amended to the date hereof (the "Condominium Act"). This is a phased condominium, the parcels of land which may be submitted to condominium ownership, are described in Exhibit A-1.

1.2 Name.

The name by which this condominium is to be identified is THE WATERSIDE, A CONDOMINIUM, sometimes herein called the "Condominium." The street address is 1909 University Boulevard South, Jacksonville, Duval County, Florida.

1.3 The Land.

The land submitted to Condominium is situated in Duval 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") including the airspace lying above and the subterranean space lying below the surface of the Land upon which will be situated residential improvements ("Condominium Buildings") and common facilities which are submitted hereby to condominium ownership, excluding therefrom all lines, pipes conduits, fixtures which provide utilities or cable television services, the ownership of which is reserved to the Developer or its designee. A survey and site plan of the Land is attached hereto and made a part hereof as Exhibit "C." The Developer reserves the right to submit additional land and improvements thereon to this Declaration. The land which may be submitted as additional phases is described on Exhibit A-1 attached hereto and made a part hereof. Provided, however, this Declaration shall not constitute a defect or encumbrance therein until the land is submitted to this Declaration in accordance with Article 21.

2. DEFINITIONS.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner. Special Assessment is an assessment levied against Unit Owners other than the assessment required by a budget annually.

2.2. "Association" or "Condominium Association" means THE WATERSIDE OWNERS 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.

2.14 "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.

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

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

2.17 "Voting Interest" means the voting rights distributed to the Association Members which shall be one Voting Interest per Unit.

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. The Improvements in Phase III which is the first phase completed, consist of six (6) Units in one (1) one and two story building. 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 Improvements for Phases I, II, IV, V, VI, VII, and VIII each consist of one building each. The phase numbers are the same as the building numbers but the Developer reserves the right to subject the phases to condominium ownership in the order in which the buildings are comleted. There will be a maximum of fifty-eight (58) units in the Condominium contained in the phases as described in Article 21 hereof.

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 so state and 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

The improvements shall include one one and two story building containing six (6) Units and other appurtenant Common Elements and Limited Common Elements.

3.3 Other Improvements.

In addition to the Condominium Building situated thereon, the Land also includes improvements, consisting of parking areas, walks, landscaping, swimming pool, 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. Upon the completion of the last phase, the Common Elements may be expanded to include a "U" shaped dock wih covered gazebo consisting approximately 950 square feet and rip-rap bulkhead, provided that all required governmental approvals are obtained.

3.4 Units.

The term "Units" as used herein, shall mean and comprise the six (6) Units in Phase III of the Condominium which are located and individually described in Exhibits "C" and "D" hereto and if submitted, shall also include the fifty-two (52) Units in Phases I, II, IV, V, VI, VII and VIII which are located described in Exhibits "C" and "D-1".

Each 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 plan 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 boundaries of the exterior building walls which intersect the 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) Apertures.

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 provided the ownership is not elsewhere reserved by the Developer or its designee; 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 contained within the Land; (i) all roadways, sidewalks, paths, fences and entrance areas located on the Land; (j) the swimming pool and appurtenant restroom facilities; (k) upon the completion of the last phase, the dock and gazebo provided that the required governmental permits can be obtained; (l) bulkhead; (m) fence along the northern boundary; (n) 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 a concrete patio area as depicted on Exhibit D.

(b) Each Unit Owner of a Unit in the Condominium have 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 share in the Common Elements, Common Expense and in the Common Surplus. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "B" which fractional share may be adjusted in accordance with the provisions therein; and

10.2 Required Coverage.

The Association shall purchase and carry casualty insurance covering all of the buildings and other improvements, including personal property of the Condominium, including, without limitation, Units, Limited Common Elements and Common Elements, (which may be jointly referred to as "Insured Property") 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 in accordance with reasonably acceptable appraisal practice. In any such policies when the word "building" is used, such term shall include, but not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter, walls, floors and ceilings of the Units as initially installed or replacements thereof of like quality or kind, in accordance with the originial plans and specifications. The word "building" shall not include floor coverings, wall or ceiling coverings.

Such insurance to include or afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage and broad form and/or special form; and

(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 building and other improvements of the Condominium, including without limitation, vandalism, malicious mischief, windstorm, and flood.

(c) Comprehensive general liability insurance in the amount of $1,000,000 for personal injury and $500,000 for property damage and an umbrella policy of $1,000,000 for both, insuring the Association, the Board of Directors, the Management Firm, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Condominium Property. This coverage shall exclude Unit Owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover cross liability claims of one insured against the other and water damage and fire legal liability coverage. The Board of Directors shall review such limits once a year.

(d) Workmen's compensation insurance to meet the requirements of law.

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

(f) Director and officer liability coverage, and to the extent the duties and obligations of the Board are delegated for such delegees.

10.3 Optional Coverage.

The Association may purchase and carry other insurance coverage or obtain other endorsements including without limitation, products liability, agreed amount and inflation guard endorsements, construction code endorsements and steam boiler coverage as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an Institutional Mortgagee may reasonably require while it holds a mortgage encumbering any Unit. Any waiver of subrogation contained in policies shall include waivers as to the Management Firm.

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.

15.7 Special Assessments. Special Assessments may be assessed in accordance with the provisions of the Bylaws. The specific purpose or purposes of any special assessment shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice or returned to the Unit Owners. However, upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus.

15.8 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 late penalty of fifteen dollars ($15) if not paid within 10 days of the due date or a late penalty of twenty-five dollars ($25) 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 rate of fifteen percent (15%) per annum 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 subordinate to prior bona fide liens of record, which lien shall and does secure the moneys due for all: (1) assessments levied against the owner(s) of and each Unit, including fees accruing due to failure to properly maintain as described in § 14.2, and interest thereon and (2) special assessments, and (3) costs and expenses, including a reasonable attorney's fee, filing fees and court costs which may be incurred by the Association in collecting and enforcing its lien upon the Unit and its appurtenances and (4) all the described amounts which may become due subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. 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 shall 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.

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 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 Institutional Mortgagee, such notice to be given in writing and to be sent to the principal office of such Institutional 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 Condominium.

g) To obtain written notice of any condemnation loss, eminent demain procedures or any casualty loss which affects a material portion of the Condominium or any Unit upon which such Institutional 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 five (5) 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 Phases I, II, IV, V, VI, VII and VII (referred to jointly herein as "Subsequent Phases") on Exhibit A-1 attached hereto and made a part hereof. Each phase of this Condominium shall be completed within two years from the execution of the first purchase agreement for a Unit therein. The legal description of the Subsequent Phase may be adjusted to accommodate the actual location of the Buildings in the as built survey.

The Subsequent Phases, 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 by the Developer, or its successors and assigns and any mortgagee thereupon no consent of the Unit Owners shall be required. Upon recordation of the amendment, the undivided shares of Common Elements Expenses, and Surplus shall be adjusted automatically in accordance with Exhibit B hereof.

In the event that the Developer determines not to add any of the Subsequent Phases, the Developer shall give notice to the owners of the existing Units of the decision not to add any or all of the Subsequent Phases. 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 Subsequent Phases

If constructed, the Subsequent Phases will each contain one Building consisting of the following number of Units.

Phase I	4 Units	Phase VI	4 Units
Phase II	6 Units	Phase VII	8 Units
Phase IV	15 Units	Phase VIII	6 Units
Phase V	9 Units		

For a graphic description of the Units, Unit types and the Buildings see Exhibit D-1 attached hereto and made a part hereof.

21.3 Changes in Ownership of Common Elements and Expenses and Surplus.

Upon the addition of the Subsequent Phases, the shares of ownership of Common Elements, Expenses and Surplus will decrease. Upon the completion of Phase III, each Unit Owner will have a 1/6th interest in the Common Elements, Expenses and Surplus. Upon the addition of each Subsequent Phase the share of Common Elements, Expenses and Surplus will be a fraction, the numerator of which is "1" and the denominator of which is the total number of Units subject to the Declaration. If all Units are completed each Unit will have a fractional share of ownership of Common Elements Expenses and Surplus equal to 1/58th.

21.4 Additional Facilities.

Upon the Declaration of the Subsequent Phases, the Residential Buildings, landscaped areas, sidewalks and roadways contained within such Subsequent Phases as depicted in Exhibit C will be constructed. Provided that all required governmental approval, are obtained, there are will be a dock constructed on the eastern boundary of the Property in connection with the construction of the last phase.

21.5 Voting Rights.

In the event that the Subsequent Phases are submitted to this Declaration, the owner of each Unit shall be entitled to membership in the Association. Each Unit shall be assigned one Voting Interest in Association matters for a total of 58 Votes if all Subsequent Phases are added. If no Subsequent Phases are added there will be 6 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 Phases, 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 Phases shall not adversely affect the rights of Unit Owners (except as set forth herein) nor the priorty 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 Phases or any portion thereof to condominium ownership under this Declaration and/or to require that the Association be the entity responsible for its operation nor to require that the Subsequent Phases be subjected in any specific order. The Developer has reserved the right to add the phases to the Condominium in the order of completion and accordingly the phase numbers should not be interpreted to place any obligation or restriction on the Developer as to the submission of additional phases.

Nothing contained herein either in this Declaration or any term or provision hereof shall constitute a defect, incumbrance, 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

FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
THE WATERSIDE,
A CONDOMINIUM
(Phase VII)

THIS AMENDMENT is made this 15th day of May, 1985, by SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation ("Developer").

RECITALS

1. Developer has subjected certain property to condominium form of ownership as more fully described in the Declaration of Condominium ("Declaration") for The Waterside A Condominium, recorded under Clerks No. 85-44869 in the public records of Duval County, Florida (referred to herein as "Declaration").

2. The Waterside, A Condominium ("Condominium") is a phased condominium created pursuant to Florida Statutes, Section 718.403.

3. Pursuant to the rights and obligations of Section 718.403 and the rules and regulations issued in connection therewith and the provisions of Section 6.6 and Article 21 of the Declaration, the Developer desires to amend the Declaration to submit the land contained in Phase VII to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit A referred to in Section 1.1 of the Declaration is amended to add the land contained within Phase VII. An Addendum to Exhibit A is attached hereto and made a part hereof. All references to Exhibit A herein and the Declaration shall mean and refer to the Exhibit A contained within the Declaration, together with the Addendum to Exhibit A attached hereto.

The Developer hereby submits the land described as Phase VII land on the Addendum to Exhibit A to the Condominium form of ownership and use. All references to the Land or Condominium Property herein or in the Declaration shall mean and refer to the land contained in Phase III and Phase VII.

2. The second sentence of Section 3.1 is hereby amended to read as follows:

"The Improvements in Phase III which is the first phase completed consist of six (6) condominium units in Phase III located in one (1) one and two-story buildings, and eight condominium units in Phase VII, located in one (1) one and two-story building.

The fifth sentence of Section 3.1 is hereby amended to delete references to Phase VII as a future phase.

3. Section 3.2 is hereby amended to read as follows:

The Improvements in Phase III include one (1) one and two story building containing six (6) units and the Improvements in Phase VII include one (1) one and two story building containing eight units and other appurtenant Common Elements and Limited Common Elements.

4. The first paragraph of Section 3.4 is amended to read as follows:

"The term "Units" as used herein, shall mean and comprise the six (6) condominium units in Phase III, and the eight (8) units in Phase VII, which are located and individually described in Exhibits "C" and "D" hereto and if submitted shall also include the forty-four (44) units in Phases I, II, IV, V, VI and VIII which are located and described in Exhibit "C" and "D-1".

Exhibit D as recorded in the Declaration is hereby expanded to include the pages ___ - ___ attached hereto and made a part hereof and all references to Exhibit D herein and in the Declaration shall mean and refer to the graphic depictions of Phases III and VII.

5. Exhibit C of the Declaration is hereby Amended to add an as-built survey of Phase VII Land and to add the surveyor's certificate shown as Addendum to Exhibit C attached hereto and made a part hereof.

6. Article 21 of the Declaration describes the Subsequent Phases of the Condominium. By this Amendment, the Developer here subjects Phase VII to the Declaration, accordingly, all references to Phase VII as a Subsequent Phase in Article 21 are hereby deleted.

7. The second sentence of Section 21.3 is hereby amended to read as follows:

"Upon the completion of Phases III and VII, each Unit Owner will have a 1/14th interest in the Common Elements and Expenses."

8. The last sentence of Section 21.5 is hereby amended to read as follows:

"If no further phases are added, there will be 14 Voting Interests".

9. At the time of recording this Amendment, Exhibit B is hereby amended such that the fractional share of Common Elements and Common Expenses assigned to each Unit in Phase III and Phase VII is 1/14th.

10. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing amendment to be executed on the date first above written.

SOUTHERN CONDOMINIUM
DEVELOPERS, INC.,

By _____
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 15th day of May, 1985, by Sally A. Hall, the President of Southern Condominium Developers, Inc., a Florida Corporation on behalf of the Corporation.

Virginia R. Kurey
Notary Public, State of Florida at Large.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1988

LCK/178.1

CONSENT AND JOINDER OF MORTGAGEE

The Citizens & Southern National Bank ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1522. Mortgagee joins in this First Amendment to Declaration of Condominium of The Waterside, A Condominium dated May 3, 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 Condominium.

Signed, sealed and delivered in the presence of:

The Citizens & Southern National Bank

By: _____
Its _____

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 13th day of May, 1985, by Sylvia H. Gort as President* of The Citizens & Southern National Bank on behalf of the bank.

*Assistant Vice President

Notary Public, State of ~~Florida~~ Georgia

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Dec. 6, 1987

CONSENT AND JOINDER OF MORTGAGE

Carlton P. Maddox and Betty P. Maddox, his wife, ("Mortgagees") are the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1542. Mortgagees join in this First Amendment to Declaration of Condominium of The Waterside, A Condominium dated May __, 1985, to evidence their consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagees hereby agree that such security interests are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered in the presence of:

Carlton P. Maddox

Betty P. Maddox

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 9th day of May, 1985, by Carlton P. Maddox and Betty P. Maddox, his wife.

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1985

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ADDENDUM TO EXHIBIT A

PHASE VII

Part of Lot 5, Lawrence Point, according to the plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00" West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 280.00 feet to the POINT OF BEGINNING; thence North 25°58'00" West, 108.37 feet; thence North 52°33'00" East, 30.35 feet; thence North 72°33'00" East, 69.67 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 172.00 feet, an arc distance of 60.04 feet, said arc being subtended by a chord bearing and distance of North 62°33'00" East, 59.74 feet to the point of tangency of said curve; thence North 52°32'56" East, 25.89 feet; thence South 25°58'00" East,110.79 feet; thence South 64°02'00" West, 183.73 feet to the POINT OF BEGINNING.

Containing 0.453 acres, more or less.

OFFICIAL RECORDS VOL 3939 PG 1031

ADDENDUM TO
EXHIBIT C
PHASE VII

PHASE VII

Part of Lot 5, Lawrence Point, according to the plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00" West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 280.00 feet to the POINT OF BEGINNING; thence North 25°58'00" West, 108.37 feet; thence North 52°33'00" East, 30.35 feet; thence North 72°33'00" East, 69.67 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 172.00 feet, an arc distance of 60.04 feet, said arc being subtended by a chord bearing and distance of North 62°33'00" East, 59.74 feet to the point of tangency of said curve; thence North 52°32'56" East, 25.89 feet; thence South 25°58'00" East, 110.79 feet; thence South 64°02'00" West, 183.73 feet to the POINT OF BEGINNING.

Containing 0.453 acres, more or less.

The Waterside

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

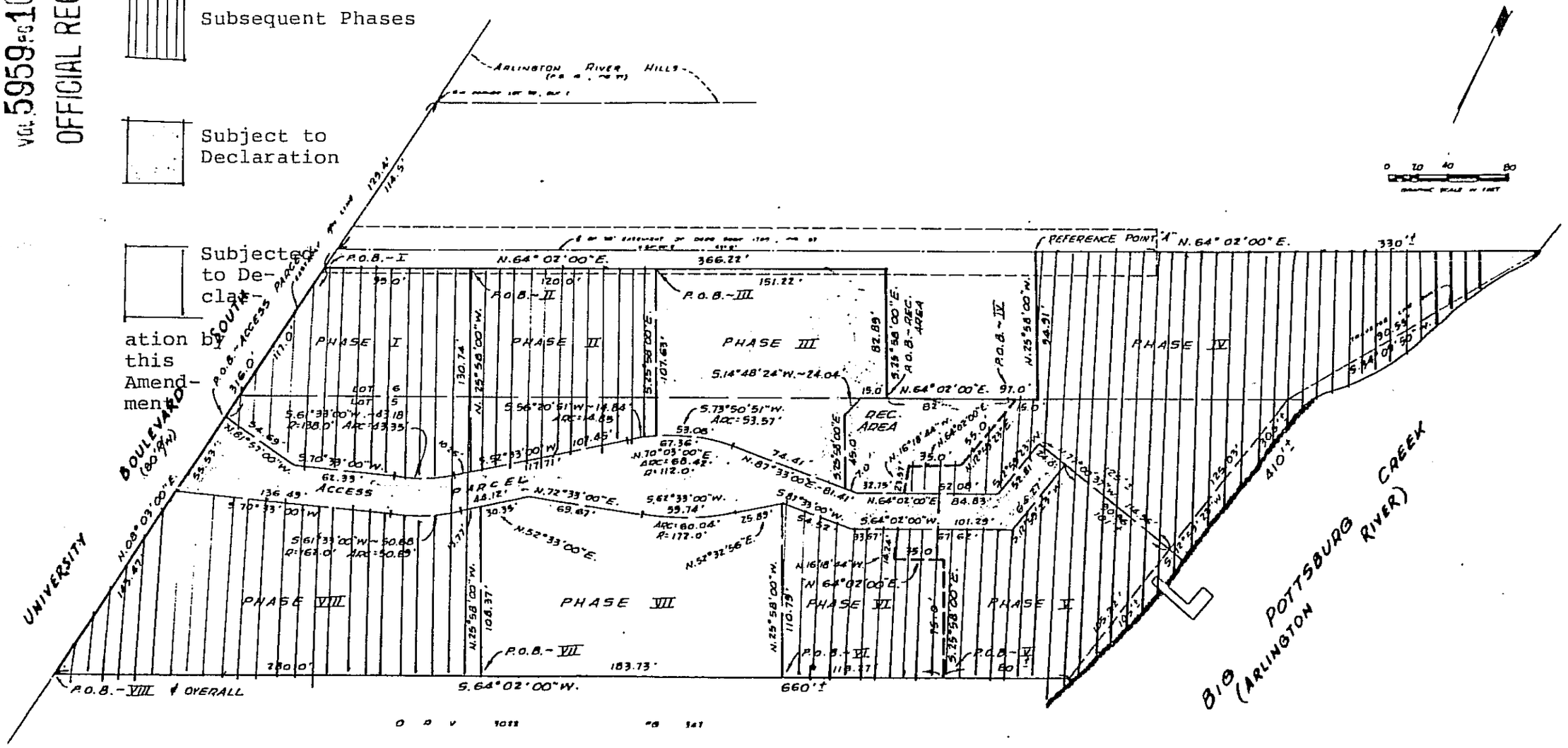
FEBRUARY 5, 1985

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Subsequent Phases

Subject to Declaration

Subjected to Declaration by this Amendment



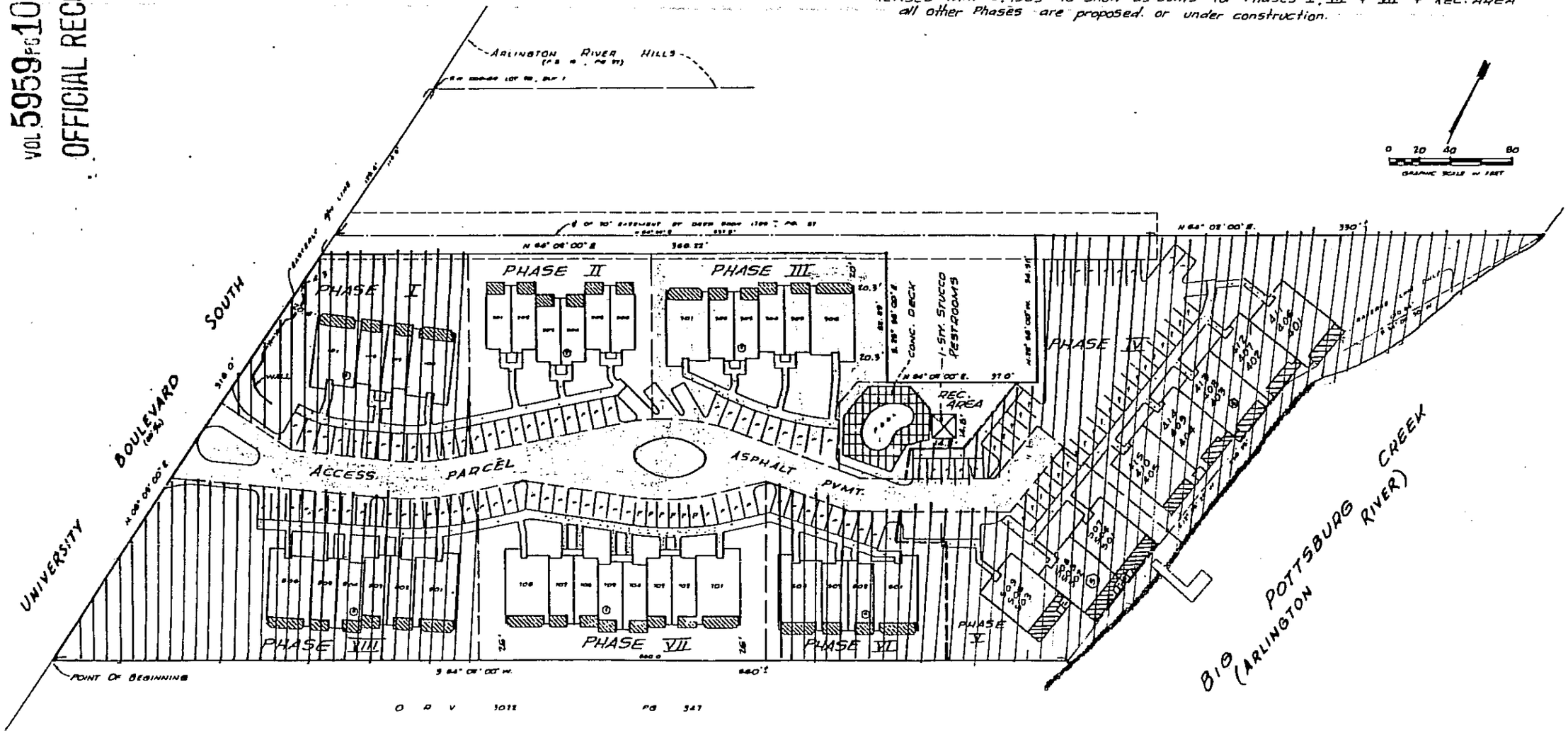
PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4041 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

JULY 9, 1984
REVISED: FEB. 22, 1985
REVISED: APRIL 16, 1985
REVISED MAY 6, 1985 to show as-builts for Phases I, III & VII & REC. AREA
all other Phases are proposed or under construction.

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Developer reserves the right to amend parking configuration for the purpose of preserving trees so long as the number of total spaces is no less than 116.

PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4041 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

The WaterSide A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of The Waterside, Phase VII, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identitification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 13th day of May A.D., 1983.

Gregory B. Clary

Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida.



PREPARED BY:

Clary, Miller & Associates, Inc.
4041 Sunbeam Road
Jacksonville, Florida 32217
904-733-8119

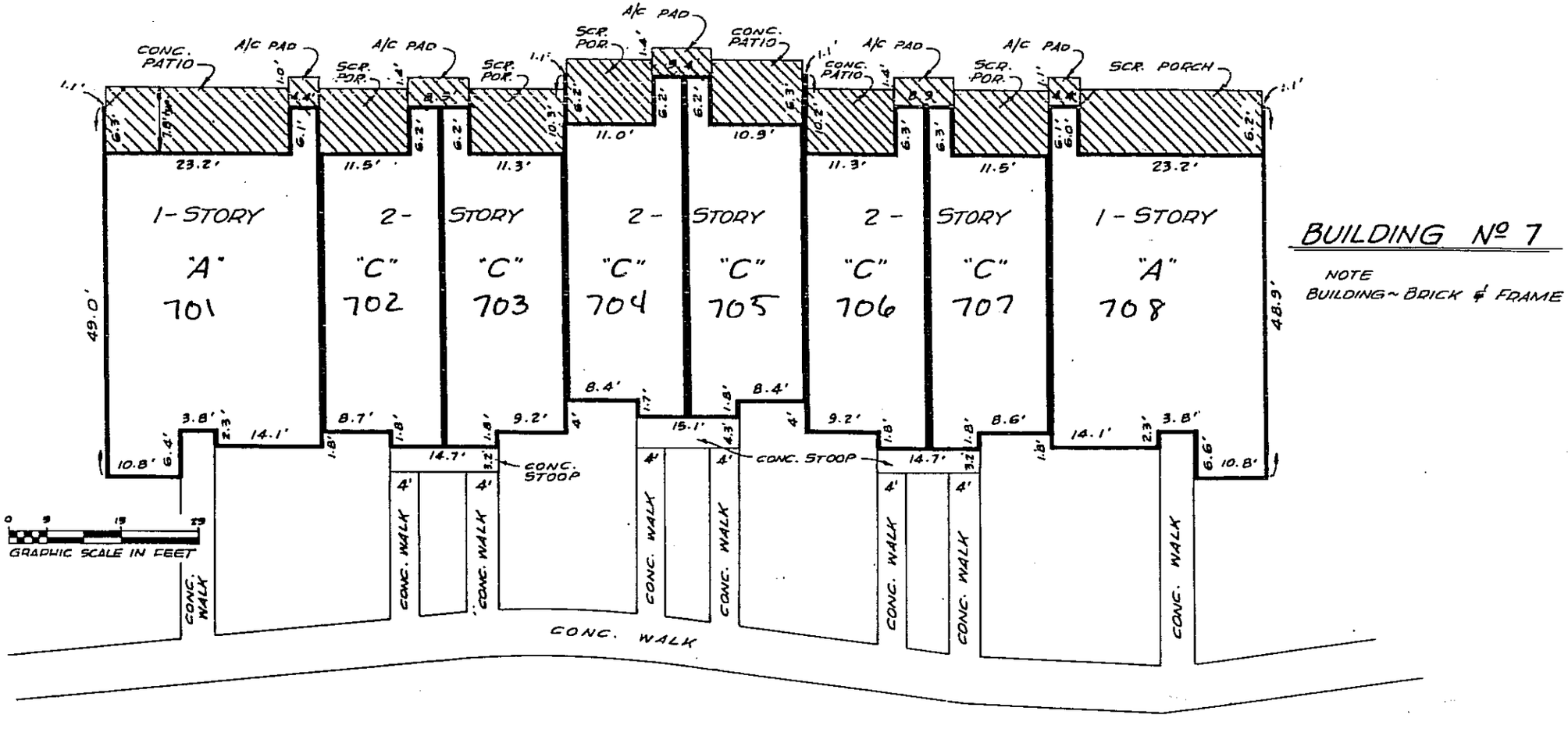
VOL 5959 PG 1054
OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

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ADDENDUM TO EXHIBIT E



BUILDING Nº 7

NOTE
BUILDING ~ BRICK & FRAME

For Elevations and further detail of the Unit Types, see Exhibit D of the Declaration.

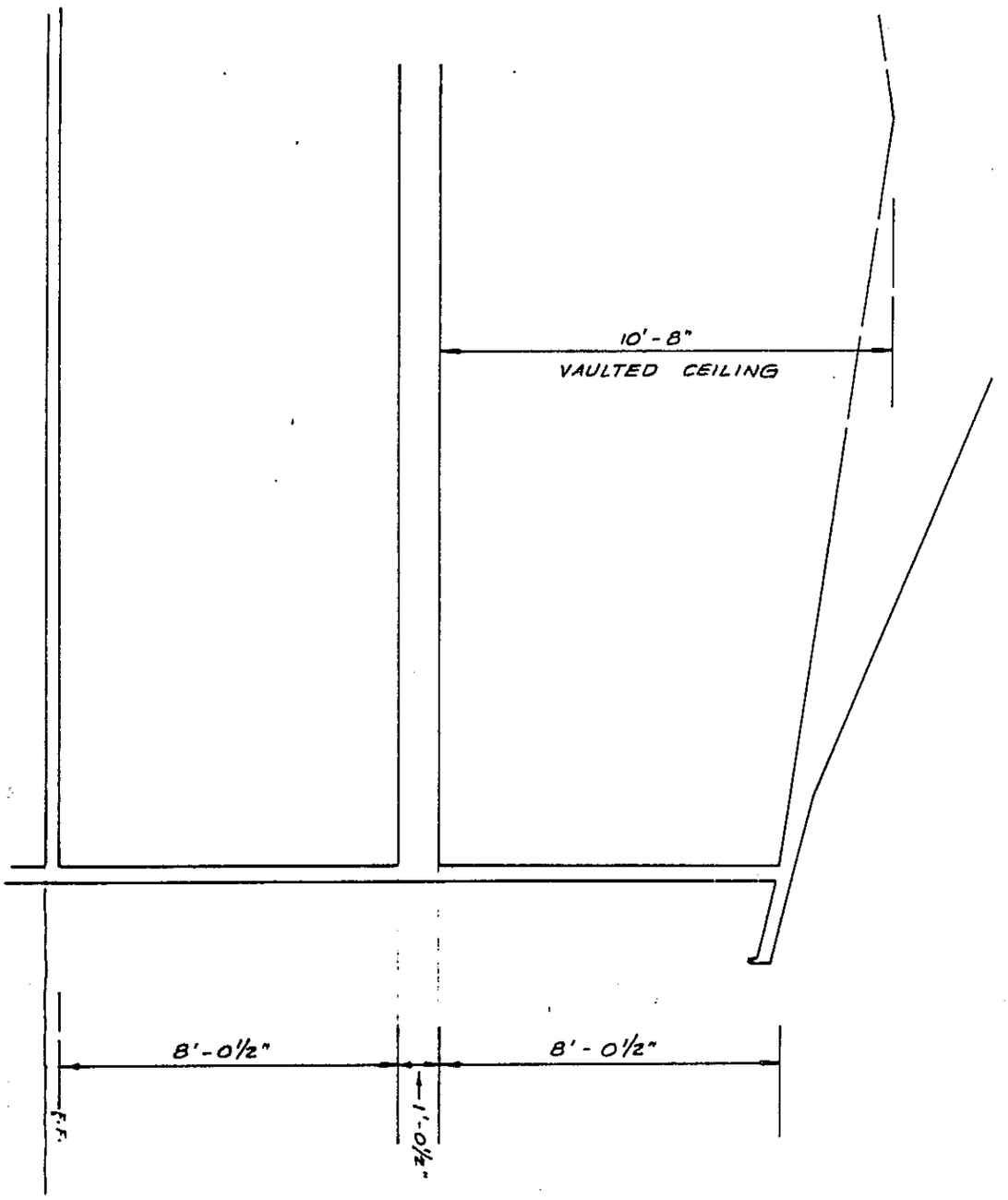
EXHIBIT D SHEET 7

The WaterSide

A CONDOMINIUM - DUVAL COUNTY, FLORIDA

ELEVATIONAL VIEW

BUILDING NO: 1, 2, 3, 6, 7 & 8



85- 44870
MAY 17 3 45 PM '85

RECORDED IN OFFICIAL RECORDS
DUVAL COUNTY, FLORIDA
JAMES H. HIGHTOWER
CLERK OF CIRCUIT COURT

8-0

VOL 5964 PG 1751
OFFICIAL RECORDS

PREPARED BY AND RETURN TO:
LINDA CONNOR KANE, Attorney
GALLAGHER, BAUMER, MINES,
BRADFORD, CANNON & WAINWRIGHT, P.A.
2525 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE WATERSIDE, A CONDOMINIUM. (Phase I)

THIS AMENDMENT is made this 22nd day of May, 1985, by SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation ("Developer").

R E C I T A L S

1. Developer has subjected certain propery to condominium form of ownership as more fully described in the Declaration of Condominium ("Declaration") for The Waterside, A Condominium, recorded under Clerks No. 85-44869, and in the First Amendment to Declaration of Condominium for The Waterside, a Condominium, recorded under Clerks No. 85-44870 in the public records of Duval County, Florida (jointly referred to herein as "Declaration").

2. The Waterside, a Condominium ("Condominium") is a phased condominium created pursuant to Florida Statutes, Section 718.403.

3. Pursuant to the rights and obligations of Section 718.403 and the rules and regulations issued in connection therewith and the provisions of Section 6.6 and Article 21 of the Declaration, the Developer desires to amend the Declaration to submit the land contianed in Phase I to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit A referred to in Section 1.1 of the Declaration is amended to add the land contained within Phase I. An Addendum to Exhibit A is attached hereto and made a part hereof. All references to Exhibit A herein and the Declaration shall mean and refer to the Exhibit A contained within the Declaration, together with the Addendum to Exhibit A attached hereto.

The Developer hereby submits the land described as Phase I land on the Addendum to Exhibit A to the condominium form of ownership and use. All references to the Land or Condominium Property herein or in the Declaration shall mean and refer to the land contained in Phase III, Phase VII, and Phase I.

2. The second sentence of Section 3.1 is hereby amended to read as follows:

"The Improvements in Phase III, which is the first phase completed, consist of six (6) condominium units in Phase III located in one (1) one and two-story buildings, eight condominium units in Phase VII, located in one (1) one and two-story building, and four (4) condominium units in Phase I, located in one (1) one and two story building.

The fifth sentence of Section 3.1 is hereby amended to delete references to Phase I as a future phase.

3. Section 3.2 is hereby amended to read as follows:

The Improvements in Phase III include one (1) one and two story building containing six (6) units, the Improvements in Phase VII include one (1) one and two story building containing eight (8) units, and the Improvements in Phase I include one (1) one and two story building containing four (4) units, and other appurtenant Common Elements and Limited Common Elements.

4. The first paragraph of Section 3.4 is amended to read as follows:

"The term "Units" as used herein, shall mean and comprise the six (6) condominium units in Phase III, the eight (8) units in Phase VII, and the four (4) condominium units in Phae I, which are located and individually described in Exhibits "C" and "D" hereto and if submitted shall also include the forty (40) units in Phases II, IV, V, VI and VIII which are located and described in Exhibit "C" and "D-1".

Exhibit D as recorded in the Declaration is hereby expanded to include the pages 9 - 10 attached hereto and made a part hereof and all references to Exhibit D herein and in the Declaration shall mean and refer to the graphic depictions of Phase III and I.

5. Exhibit C of the Declaration is hereby Amended to add an as-built survey of Phase I Land and to add the surveyor's certificate shown as Addendum to Exhibit C attached hereto and made a part hereof.

6. Article 21 of the Declaration describes the Subsequent Phases of the Condominium. By his Amendment, the Developer here subjects Phase I to the Declaration, accordingly, all references to Phase I as a Subsequent Phase in Article 21 are hereby deleted.

7. The second sentence of Section 21.3 is hereby amended to read as follows:

"Upon the completion of Phases III, VII and I each Unit Owner will have a 1/18th interest in the Common Elements and Expenses."

8. The last sentence of Section 21.5 is hereby amended to read as follows:

"If no further phases are added, there will be 18 Voting Interests."

9. At the time of recording this Amendment, Exhibit B is hereby amended such that the fractional share of Common Elements and Common Expenses assigned to each Unit in Phase III, Phase VII, and Phase I is 1/18th.

10. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing amendment to be executed on the date first above written.

SOUTHERN CONDOMINIUM DEVELOPERS, INC.

By Sally A. Hall
Its Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 2nd day of May, 1985, by Sally A. Hall, the President of Southern Condominium Developers, Inc., a Florida Corporation on behalf of the Corporation.

Virginia R Kelley
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 19[illegible]

SECAMDEC

The WaterSide A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

ADDENDUM TO
EXHIBIT A
LEGAL DESCRIPTION
PHASE I

PHASE I

Part of Lots 5 and 6, Lawrence Point, according to the plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03' West, 129.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02' East, 95.00 feet; thence South 25°58' East, 130.74 feet; thence South 52°33' West, 10.26 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Northwesterly and having a radius of 138.00 feet, an arc distance of 43.35 feet, said arc being subtended by a chord bearing and distance of South 61°33'00" West, 43.18 feet to the point of tangency of said curve; thence South 70°33'00" West, 62.33 feet; thence North 81°57'00" West, 54.69 feet to the aforementioned Easterly line of University Boulevard South; thence North 08°03'00" East, along last said line, 117.00 feet to the POINT OF BEGINNING.

Containing 0.394 acres, more or less.

SUBJECT TO a 30 foot easement described in Deed Book 1705, Page 57 of said Current Public Records.

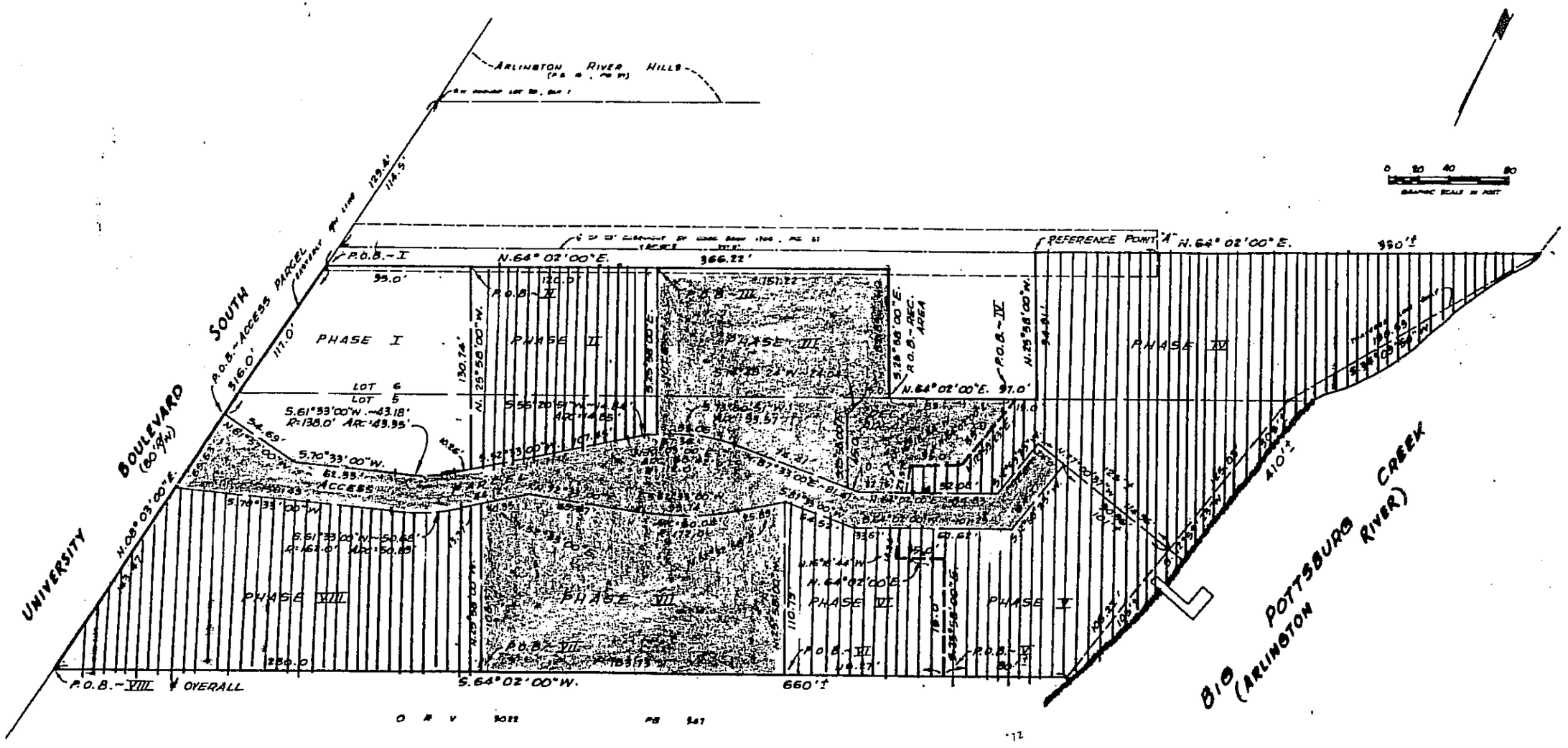
VOL 5964 PG 1754 OFFICIAL RECORDS

ADDENDUM TO
EXHIBIT C
SITE PLAN AND SURVEY - PHASE I

The WaterSide

A CONDOMINIUM – DUVAL COUNTY, FLORIDA

FEBRUARY 5, 1985



PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4081 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

VOL. 5964 PG 1755 OFFICIAL RECORDS

The Waterside

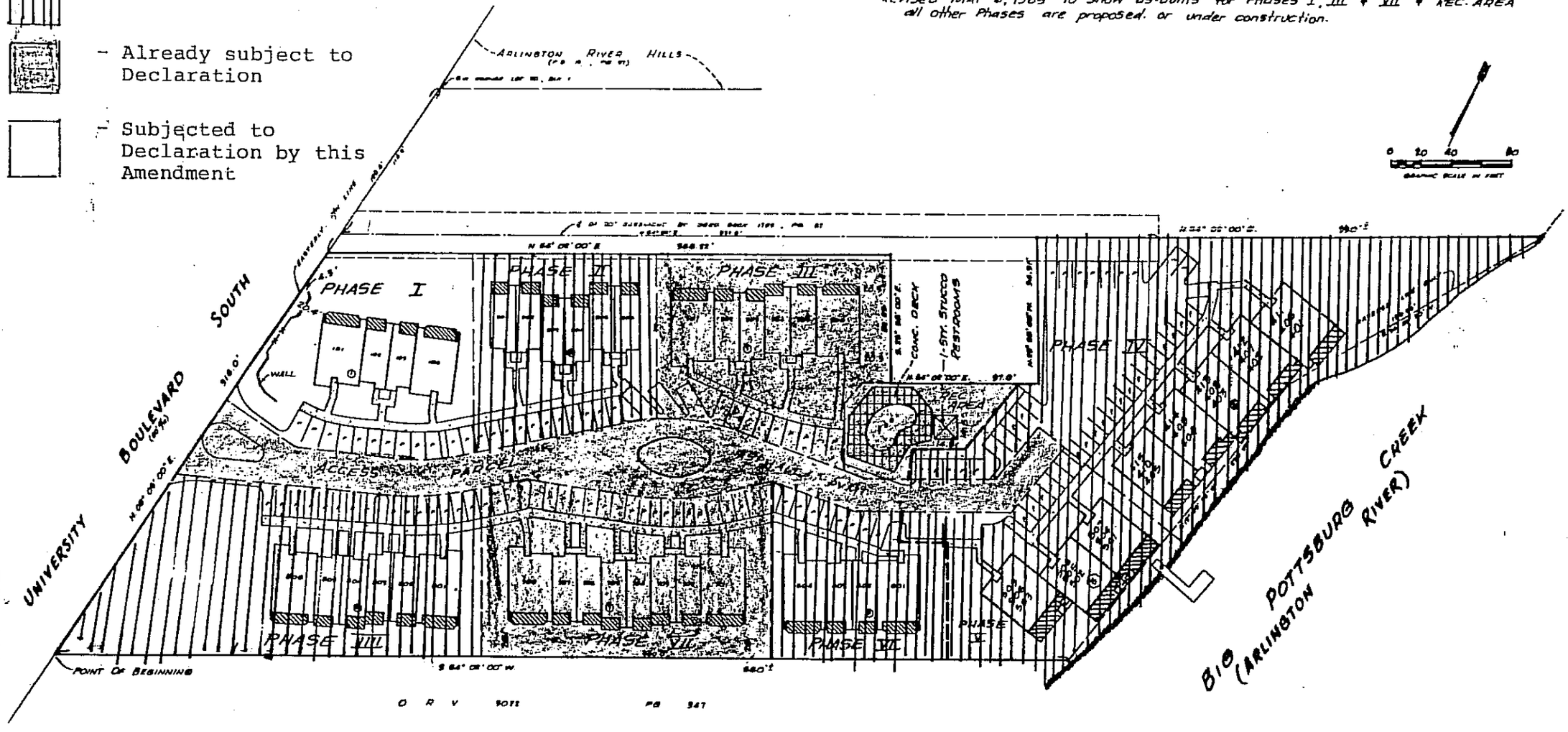
A CONDOMINIUM – DUVAL COUNTY, FLORIDA

JULY 9, 1984
REVISED: FEB. 22, 1985
REVISED: APRIL 16, 1985
REVISED MAY 6, 1985 to show as-builts for Phases I, III & VII & REC. AREA all other Phases are proposed or under construction.

= Subsequent Phases

= Already subject to Declaration

= Subjected to Declaration by this Amendment



Developer reserves the right to amend parking configuration for the purpose of preserving trees so long as the number of total spaces is no less than 116.

PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
8081 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

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PHASE 1

Part of Lots 5 and 6, Lawrence Point, according to the plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03' West, 129.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02' East, 95.00 feet; thence South 25°58' East, 130.74 feet; thence South 52°33' West, 10.26 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Northwesterly and having a radius of 138.00 feet, an arc distance of 43.35 feet, said arc being subtended by a chord bearing and distance of South 61°33'00" West, 43.18 feet to the point of tangency of said curve; thence South 70°33'00" West, 62.33 feet; thence North 81°57'00" West, 54.69 feet to the aforementioned Easterly line of University Boulevard South; thence North 08°03'00" East, along last said line, 117.00 feet to the POINT OF BEGINNING.

Containing 0.394 acres, more or less.

SUBJECT TO a 30 foot easement described in Deed Book 1705, Page 57 of said Current Public Records.

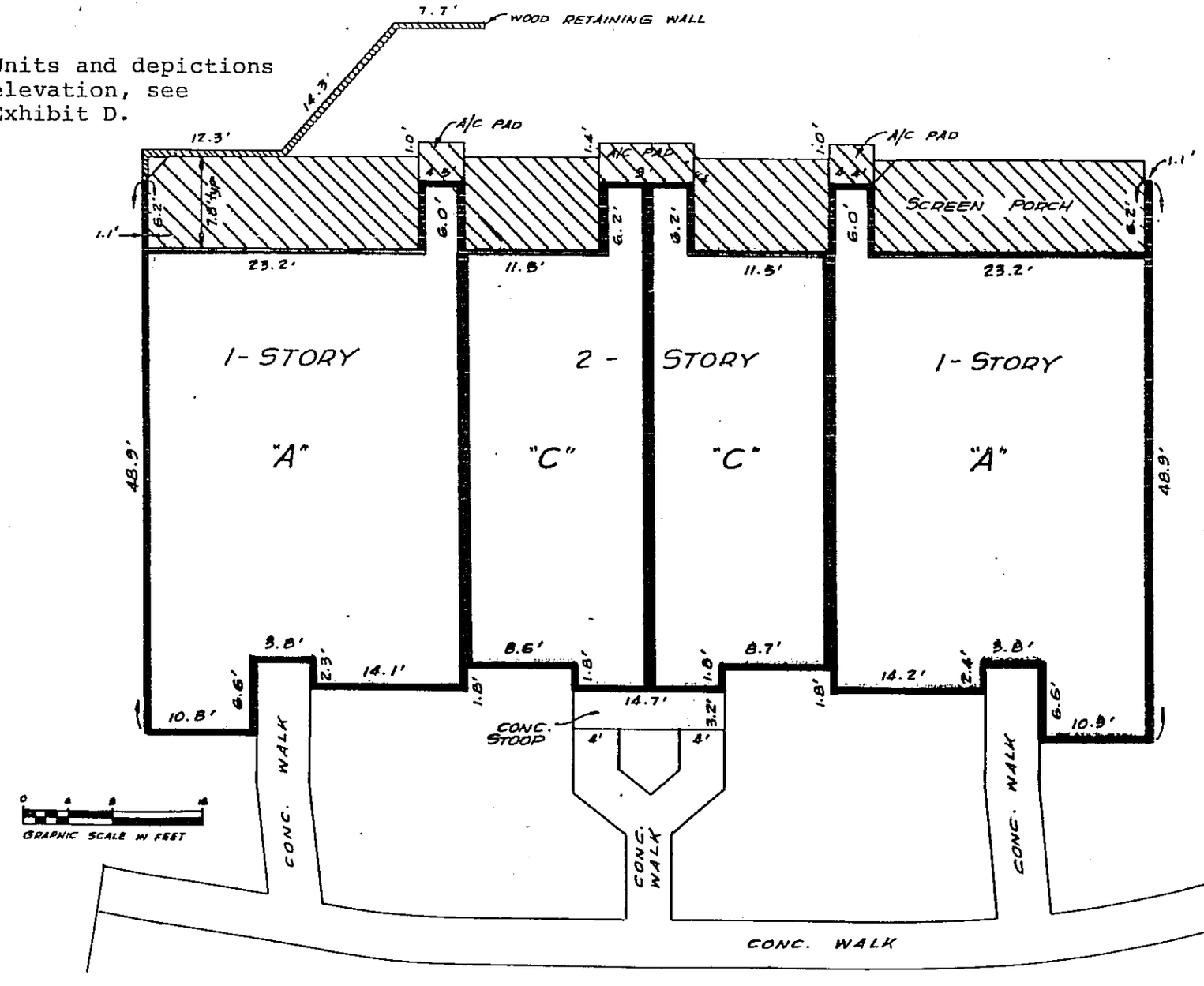
VOL 5964 PG 1758 OFFICIAL RECORDS

ADDENDUM TO EXHIBIT D
GRAPHIC DEPICTIONS OF BUILDING

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

For typical Units and depictions of building elevation, see Declaration Exhibit D.



BUILDING Nº 1

NOTES:
1) ALL PATIOS ARE CONCRETE, UNLESS OTHERWISE NOTED.
2) BUILDING ~ BRICK & FRAME

The WaterSide A CONDOMINIUM - DUVAL COUNTY, FLORIDA

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of The Waterside, Phase I, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 13th day of May A.D., 1985.

Gregory B. Clary

Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida.

PREPARED BY:

Clary, Miller & Associates, Inc.
4041 Sunbeam Road
Jacksonville, Florida 32217
904-733-8119

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The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

ELEVATIONS

Building	Units	1st Floor	Ceiling	2nd Floor	Ceiling
1	101	26.56	34.66	35.70	43.80
	102	26.56	34.66	35.70	43.80
	103	26.56	34.66		
	104	26.56	34.66		
3	301	25.08	33.18		
	302	25.08	33.18	34.22	42.32
	303	25.08	33.18	34.22	42.32
	304	25.08	33.18	34.22	42.32
	305	25.08	33.18	34.22	42.32
	306	25.08	33.18		
7	701	24.71	32.81		
	702	24.71	32.81	33.85	41.95
	703	24.71	32.81	33.85	41.95
	704	24.71	32.81	33.85	41.95
	705	24.71	32.81	33.85	41.95
	706	24.71	32.81	33.85	41.95
	707	24.71	32.81	33.85	41.95
	708	24.71	32.81		

CONSENT AND JOINDER OF MORTGAGEE

The Citizens & Southern National Bank ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1522. Mortgagee joins in this Second Amendment to Declaration of Condominium of The Waterside, A Condominium dated May ___, 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 Condominium.

Signed, sealed and delivered in the presence of:

S. Patricia Rackam

Phyllis L. McDaniel

The Citizens & Southern National Bank

By: Sandra M. Cutts

Its AVP

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 22nd day of May, 1985, by Sandra M. Cutts as AVP President of The Citizens & Southern National Bank on behalf of the bank.

Elizabeth M. Hess

Notary Public, State of Georgia

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Dec. 6, 1987

VOL 5964 PG 1761
OFFICIAL RECORDS

CONSENT AND JOINDER OF MORTGAGE

Carlton P. Maddox and Betty P. Maddox, his wife, ("Mortgagees") are the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1542. Mortgagees join in this Second Amendment to Declaration of Condominium of The Waterside, A Condominium dated May 22nd 1985, to evidence their consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagees hereby agree that such security interests are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered
in the presence of:

Virginia R. Riley

Roseanne H. Berra

Carlton P. Maddox

Betty P. Maddox

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 22nd day of May, 1985, by Carlton P. Maddox and Betty P. Maddox, his wife.

Virginia R. Riley
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC
My commission expires Dec. 8, 1985

85- 48741
MAY. 30 12 57 PM '85

FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY, FLA.

CLERK OF CIRCUIT COURT

OFFICIAL RECORDS

THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
THE WATERSIDE,
A CONDOMINIUM
(Phases II, VI, VIII)

THIS AMENDMENT is made this 14th day of June, 1985, by SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation ("Developer").

R E C I T A L S

1. Developer has subjected certain propery to condominium form of ownership as more fully described in the Declaration of Condominium ("Declaration") for The Waterside, A Condominium, recorded under Clerks No. 85-44869, and in the First Amendment to Declaration of Condominium for The Waterside, a Condominium, recorded under Clerks No. 85-44870 and in the Second Amendment to the Declaration of Condominium recorded under Clerks No. 85-48741 in the public records of Duval County, Florida (jointly referred to herein as "Declaration").

2. The Waterside, a Condominium ("Condominium") is a phased condominium created pursuant to Florida Statutes, Section 718.403.

3. Pursuant to the rights and obligations of Section 718.403 and the rules and regulations issued in connection therewith and the provisions of Section 6.6 and Article 21 of the Declaration, the Developer desires to amend the Declaration to submit the land contained in Phases II, VI and VIII to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit A referred to in Section 1.1 of the Declaration is amended to add the land contained within Phases II, VI and VIII. An Addendum to Exhibit A is attached hereto and made a part hereof. All references to Exhibit A herein and the Declaration shall mean and refer to the Exhibit A contained within the Declaration, together with the Addendum to Exhibit A attached hereto.

The Developer hereby submits the land described as Phases II, VI and VIII land on the Addendum to Exhibit A to the condominium form of ownership and use. All references to the Land or Condominium Property herein or in the Declaration shall mean and refer to the land contained in Phases I, II, III, VI, VII, VIII.

2. The second sentence of Section 3.1 is hereby amended to read as follows:

"The Improvements in Phase III, which is the first phase completed, consist of six (6) condominium units in Phase III located in one (1) one and two-story buildings, eight condominium units in Phase VII, located in one (1) one and two-story building, four (4) condominium units in Phase I located in one (1) one and two story building, six condominium units in Phase II located in one (1) one and two story building; four (4) condominium units in Phase VI located in one (1) one and two story building and six (6) condominium units in Phase VIII located in one (1) one and two story building.

The fifth sentence of Section 3.1 is hereby amended to delete references to Phases II, VI and VIII.

3. Section 3.2 is hereby amended to read as follows:

The Improvements in Phase III include one (1) one and two story building containing six (6) units, the Improvements in Phase VII include one (1) one and two story building containing eight (8) units, and the Improvements in Phase I include one (1) one and

BRADFORD, CANNON & WILLIAMS, P.A.
2525 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

two story building containing four (4) units, the improvements in Phase II include one (1) one and two story building containing six (6) units, the Improvments in Phase VI include one (1) one and two story buildings containing four (4) units, the Improvements in Phase VIII consist of one (1) one and two story building containing six (6) units, and other appurtenant Common Elements and Limited Common Elements.

4. The first paragraph of Section 3.4 is amended to read as follows:

"The term "Units" as used herein, shall mean and comprise the six (6) condominium units in Phase III, the eight (8) units in Phase VII, and the four (4) condominium units in Phase I, the six (6) units in Phase II, the four (4) units in Phase VI and the six (6) units in Phase VIII which are located and individually described in Exhibits "C" and "D" hereto and if submitted shall also include the twenty four (24) units in Phases V and VI which are located and described in Exhibit "C" and "D-1".

Exhibit D as recorded in the Declaration is hereby expanded to include the pages 11 - 16 attached hereto and made a part hereof and all references to Exhibit D herein and in the Declaration shall mean and refer to the graphic depictions of Phases I, II, III, VI, VII and VIII.

5. Exhibit C of the Declaration is hereby Amended to add an as-built survey of Phase II, VI and VIII Land and to add the surveyor's certificate shown as Addendum to Exhibit C attached hereto and made a part hereof.

6. Article 21 of the Declaration describes the Subsequent Phases of the Condominium. By his Amendment, the Developer here subjects Phase II, VI and VIII to the Declaration, accordingly, all references to Phases II, VI and VIII as Subsequent Phases in Article 21 are hereby deleted.

7. The second sentence of Section 21.3 is hereby amended to read as follows:

"Upon the completion of Phases III, VII and I each Unit Owner will have a 1/34th interest in the Common Elements and Expenses."

8. The last sentence of Section 21.5 is hereby amended to read as follows:

"If no further phases are added, there will be 34 Voting Interests."

9. At the time of recording this Amendment, Exhibit B is hereby amended such that the fractional share of Common Elements and Common Expenses assigned to each Unit in Phase I, II, III, VI, VII and VIII is 1/34th.

10. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing amendment to be executed on the date first above written.

SOUTHERN CONDOMINIUM DEVELOPERS, INC.

By _____
Its VICE President

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OFFICIAL RECORDS

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 11th day of June, 1985, by Sally A. Hall the President of Southern Condominium Developers, Inc., a Florida Corporation on behalf of the Corporation.

Virginia R. Kirley
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires: Dec. 8, 1985

THICAMDEC

VOL 5974 PG 789

OFFICIAL RECORDS

CONSENT AND JOINDER OF MORTGAGE

Carlton P. Maddox and Betty P. Maddox, his wife, ("Mortgagees") are the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1542. Mortgagees join in this Third Amendment to Declaration of Condominium of The Waterside, A Condominium dated May 22nd, 1985, to evidence their consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagees hereby agree that such security interests are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered in the presence of:

Virginia R. Kurley

Lawrence H. Berman

Carlton P. Maddox

Betty P. Maddox

Betty P. Maddox

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 22nd day of May, 1985, by Carlton P. Maddox and Betty P. Maddox, his wife.

Virginia R. Kurley

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My commission expires Dec. 8, 1985

CONSENT AND JOINDER OF MORTGAGEE

The Citizens & Southern National Bank ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1522. Mortgagee joins in this Third Amendment to Declaration of Condominium of The Waterside, A Condominium dated ~~May~~ June 11, 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 Condominium.

Signed, sealed and delivered in the presence of:

J. Patricia Zachary

Phyllis S. McDaid

The Citizens & Southern National Bank

By: Sandra M. Crotts
Its AVP

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 23rd day of May, 1985, by Sandra M. Crotts as AVP President of The Citizens & Southern National Bank on behalf of the bank.

Elizabeth M. Hess
Notary Public, State of Georgia

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Dec. 6, 1987

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

ADDENDUM TO EXHIBIT A

PHASE II

Part of Lots 5 and 6, Lawrence Point, according to the plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard (an 80 foot right of way) that is South 08°03'00" West, 129.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 95 feet to the POINT OF BEGINNING; thence continue North 64°02'00" East, 120.00 feet; thence South 25°58'00" East, 107.63 feet to its intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southerly and having a radius of 112.00 feet, an arc distance of 14.85 feet, said arc being subtended by a chord bearing and distance of South 56°20'51" West, 14.84 feet to the point of tangency of said curve; thence South 52°33'00" West, 107.45 feet; thence North 25°58'00" West, 130.74 feet to the POINT OF BEGINNING.

SUBJECT TO a 30 foot easement described in Deed Book 1705, Page 57 of said Current Public Records.

Containing 0.327 acres, more or less.

SUBJECT ALSO to those items set forth in Exhibit A of the Declaration of Condominium, all covenants, conditions an restrictions of record.

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

PHASE VI

Part of Lot 5, Lawrence Point, according to plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00" West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 463.73 feet to the POINT OF BEGINNING; thence North 25°58'00" West, 110.79 feet; thence North 87°33'00" East, 54.52 feet; thence North 64°02'00" East, 33.67 feet; thence South 16° 18'44" East, 14.24 feet; thence North 64°02'00" East, 35.00 feet; thence South 25°58'00" East, 75.00 feet; thence South 64°02'00" West, 116.27 feet to the POINT OF BEGINNING.

Containing 0.239 acres, more or less.

The WaterSide A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

PHASE VIII

Part of Lot 5, Lawrence Point, according to plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00 " West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 08°03'00" East, along said Easterly line of University Boulevard South, 143.47 feet; thence North 70°33'00" East, 136.49 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 162.00 feet, an arc distance of 50.89 feet, said arc being subtended by a chord bearing and distance of North 61°33'00" West, 50.68 feet to the point of tangency of said curve; thence North 52°33'00" East, 13.77 feet; thence South 25°58'00" East, 108.37 feet; thence South 64°02'00" West, 280.00 feet to the POINT OF BEGINNING.

Containing 0.609 acres, more or less.

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OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

PHASE II

Part of Lots 5 and 6, Lawrence Point, according to the plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard (an 80 foot right of way) that is South 08°03'00" West, 129.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 95 feet to the POINT OF BEGINNING; thence continue North 64°02'00" East, 120.00 feet; thence South 25°58'00" East, 107.63 feet to its intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southerly and having a radius of 112.00 feet, an arc distance of 14.85 feet, said arc being subtended by a chord bearing and distance of South 56°20'51" West, 14.84 feet to the point of tangency of said curve; thence South 52°33'00" West, 107.45 feet; thence North 25°58'00" West, 130.74 feet to the POINT OF BEGINNING.

SUBJECT TO a 30 foot easement described in Deed Book 1705, Page 57 of said Current Public Records.

Containing 0.327 acres, more or less.

The WaterSide A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

PHASE VI

Part of Lot 5, Lawrence Point, according to plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard South(an 80 foot right of way)that is South 08°03'00" West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 463.73 feet to the POINT OF BEGINNING; thence North 25°58'00" West, 110.79 feet; thence North 87°33'00" East, 54.52 feet; thence North 64°02'00" East, 33.67 feet; thence South 16° 18'44" East, 14.24 feet; thence North 64°02'00" East, 35.00 feet; thence South 25°58'00" East, 75.00 feet; thence South 64°02'00" West, 116.27 feet to the POINT OF BEGINNING.

Containing 0.239 acres, more or less.

VOL 5974 PG 796 OFFICIAL RECORDS

The WaterSide A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

PHASE VIII

Part of Lot 5, Lawrence Point, according to plat thereof recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: BEGIN at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00 " West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 08°03'00" East, along said Easterly line of University Boulevard South, 143.47 feet; thence North 70°33'00" East, 136.49 feet to the point of curvature of a curve to the left; thence along and around the arc of a curve concave Northwesterly and having a radius of 162.00 feet, an arc distance of 50.89 feet, said arc being subtended by a chord bearing and distance of North 61°33'00" West, 50.68 feet to the point of tangency of said curve; thence North 52°33'00" East, 13.77 feet; thence South 25°58'00" East, 108.37 feet; thence South 64°02'00" West, 280.00 feet to the POINT OF BEGINNING.

Containing 0.609 acres, more or less.

The WaterSide

A CONDOMINIUM — DUVAL COUNTY, FLORIDA

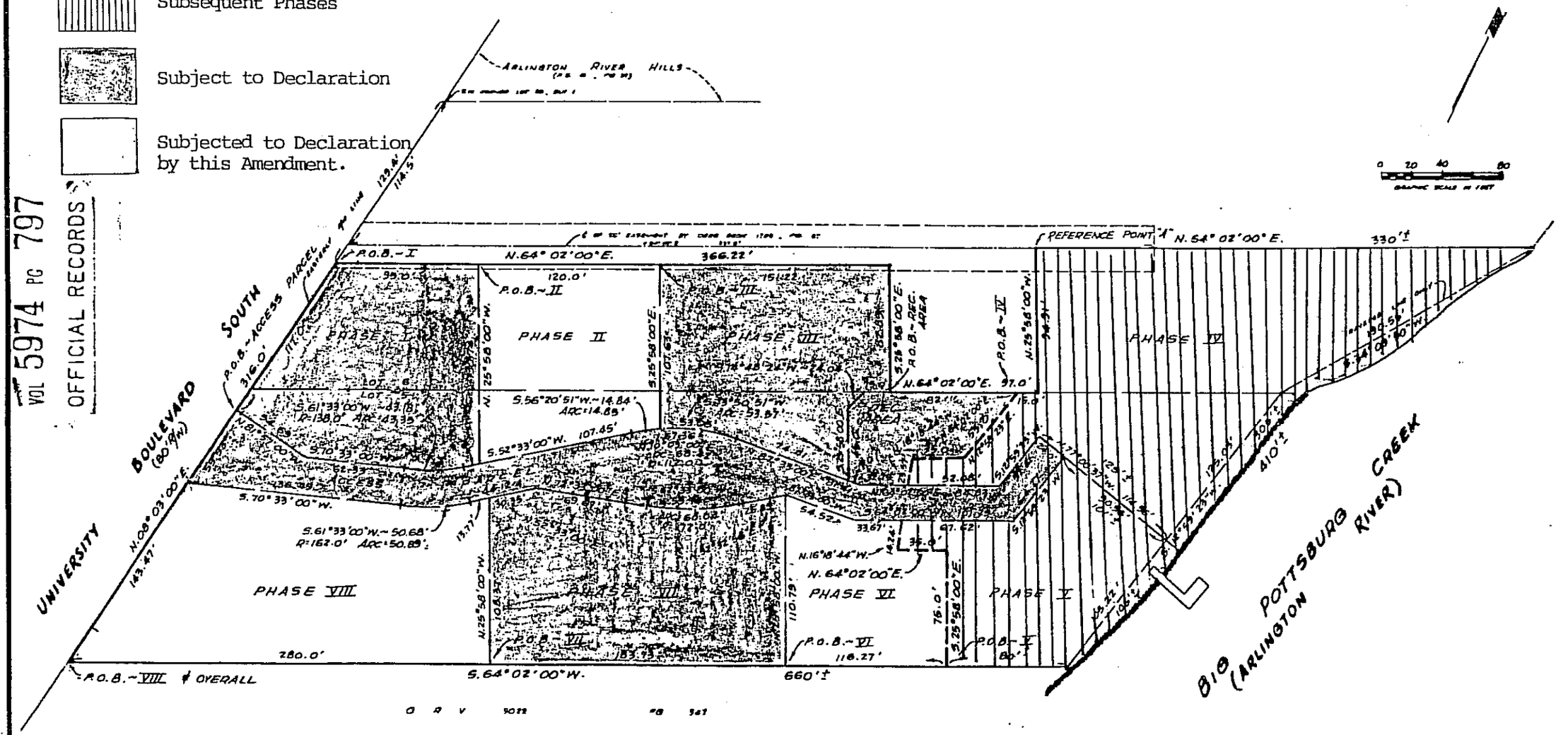
FEBRUARY 5, 1985

Subsequent Phases

Subject to Declaration

Subjected to Declaration by this Amendment.

OFFICIAL RECORDS VOL 5974 PG 797



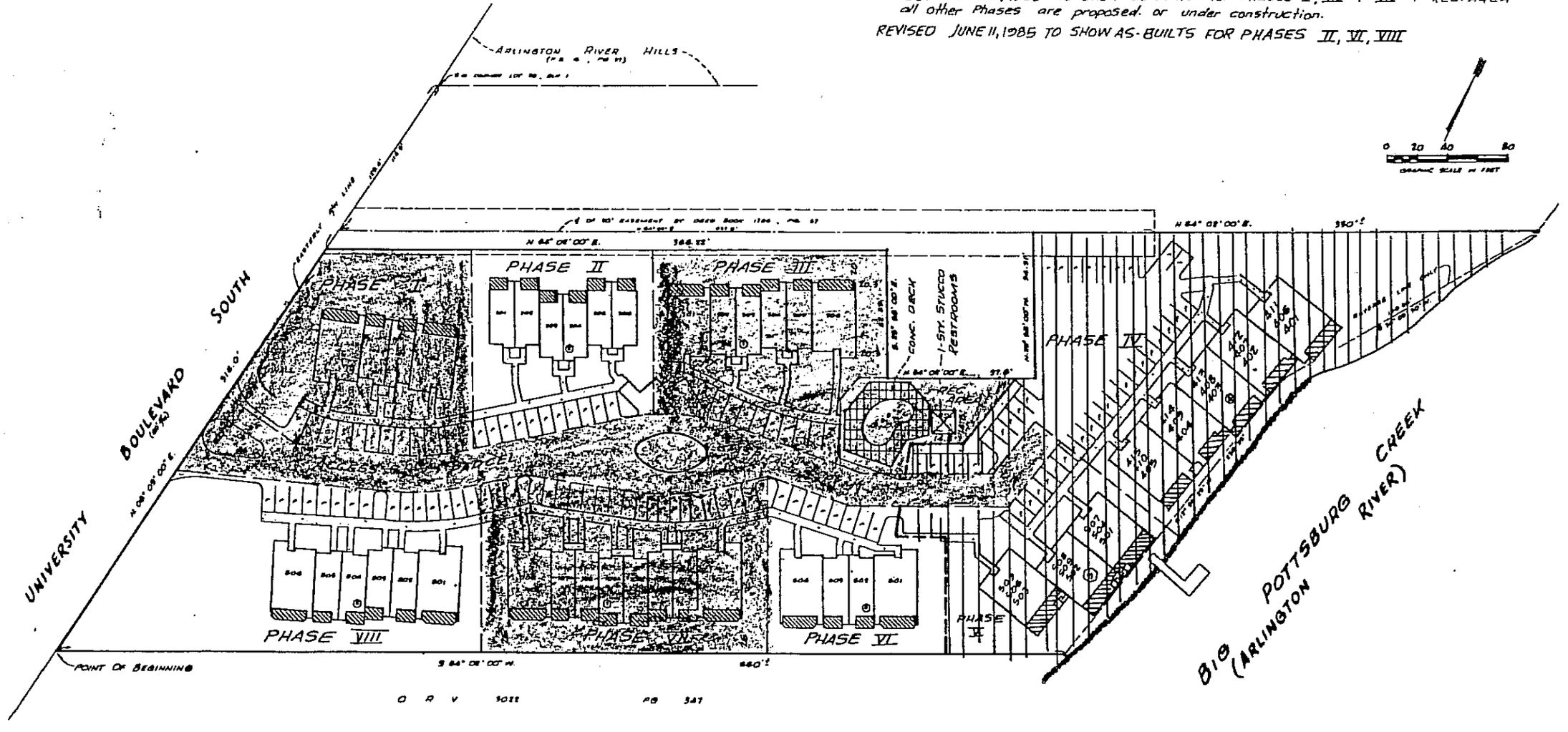
PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4041 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH: (904) 733-8119

VOL 3914 PG 198
OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

JULY 9, 1984
REVISED: FEB. 22, 1985
REVISED: APRIL 16, 1985
REVISED MAY 6, 1985 to show as-builts for Phases I, III & VII & REC. AREA all other Phases are proposed or under construction.
REVISED JUNE 11, 1985 TO SHOW AS-BUILTS FOR PHASES II, VI, VIII



Developer reserves the right to amend parking configuration for the purpose of preserving trees so long as the number of total spaces is no less than 116.

PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4041 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

VOL 5974 PG 799 OFFICIAL RECORDS

The WaterSide A CONDOMINIUM - DUVAL COUNTY, FLORIDA

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of The Waterside, Phase II, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 12 day of JUNE A.D., 1985

Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida

PREPARED BY:

Clary, Miller & Associates, Inc.
4041 Sunbeam Road
Jacksonville, Florida 32217
904/733-8119

VOL 5974 PG 800 OFFICIAL RECORDS

The WaterSide A CONDOMINIUM - DUVAL COUNTY, FLORIDA

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of The Waterside, Phase VI , describing the condomium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 12 day of JUNE A.D., 1985

Gregory B. Clary

Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida

PREPARED BY:

Clary, Miller & Associates, Inc.
4041 Sunbeam Road
Jacksonville, Florida 32217
904/733-8119

VOL 5974 PG 801
OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM - DUVAL COUNTY, FLORIDA

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of The Waterside, Phase VIII, describing the condomium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 12 day of JUNE A.D., 1985

Gregory B. Clary

Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida

PREPARED BY:

Clary, Miller & Associates, Inc.
4041 Sunbeam Road
Jacksonville, Florida 32217
904/733-8119

ADDENDUM TO EXHIBIT D
GRAPHIC DEPICTION OF UNITS AND BUILDINGS
PHASES II, VI, VIII

VOL 5974 PG 802

OFFICIAL RECORDS

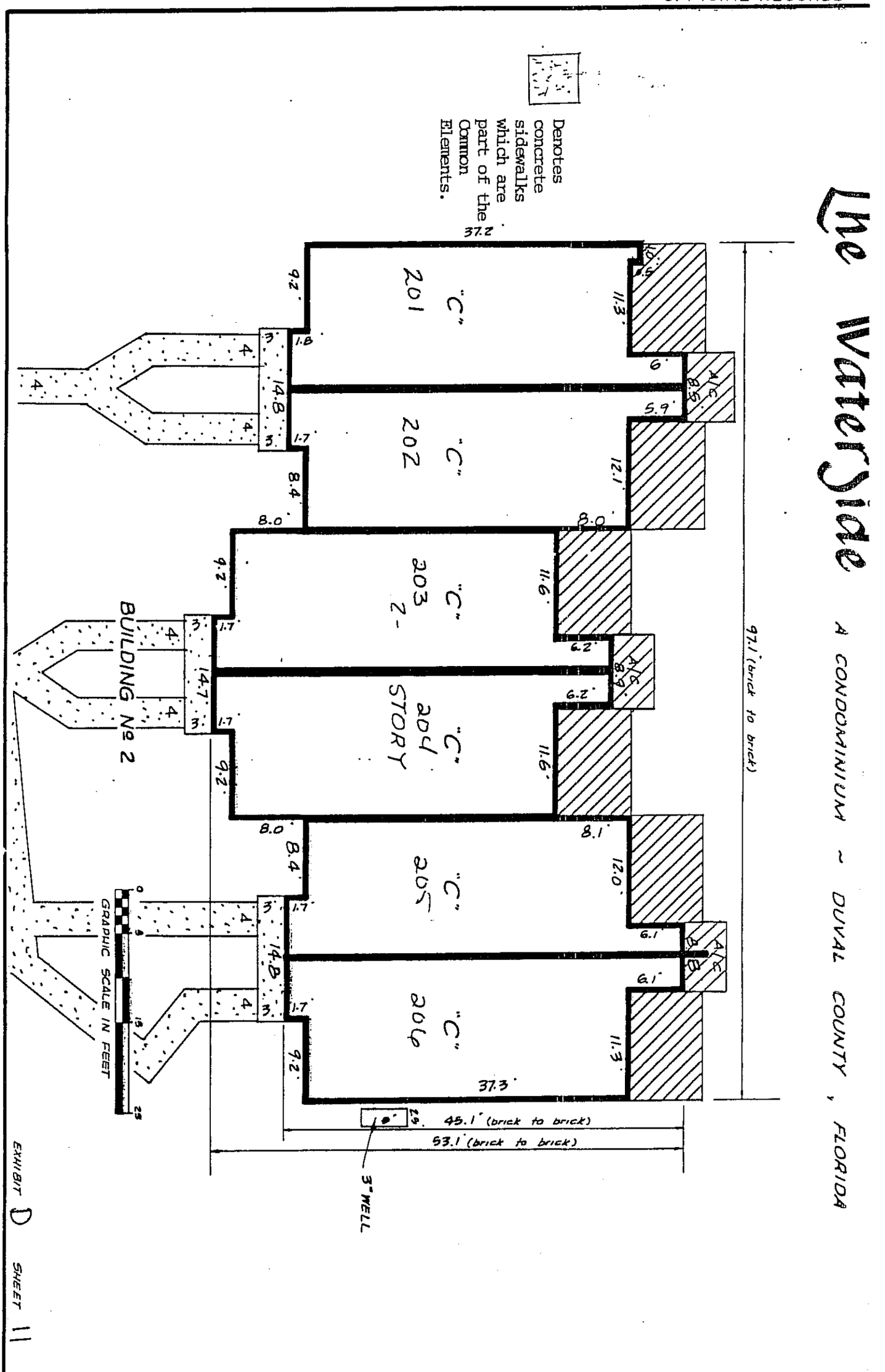


EXHIBIT D SHEET 11

VOL 5974 PG 803 OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM – DUVAL COUNTY, FLORIDA

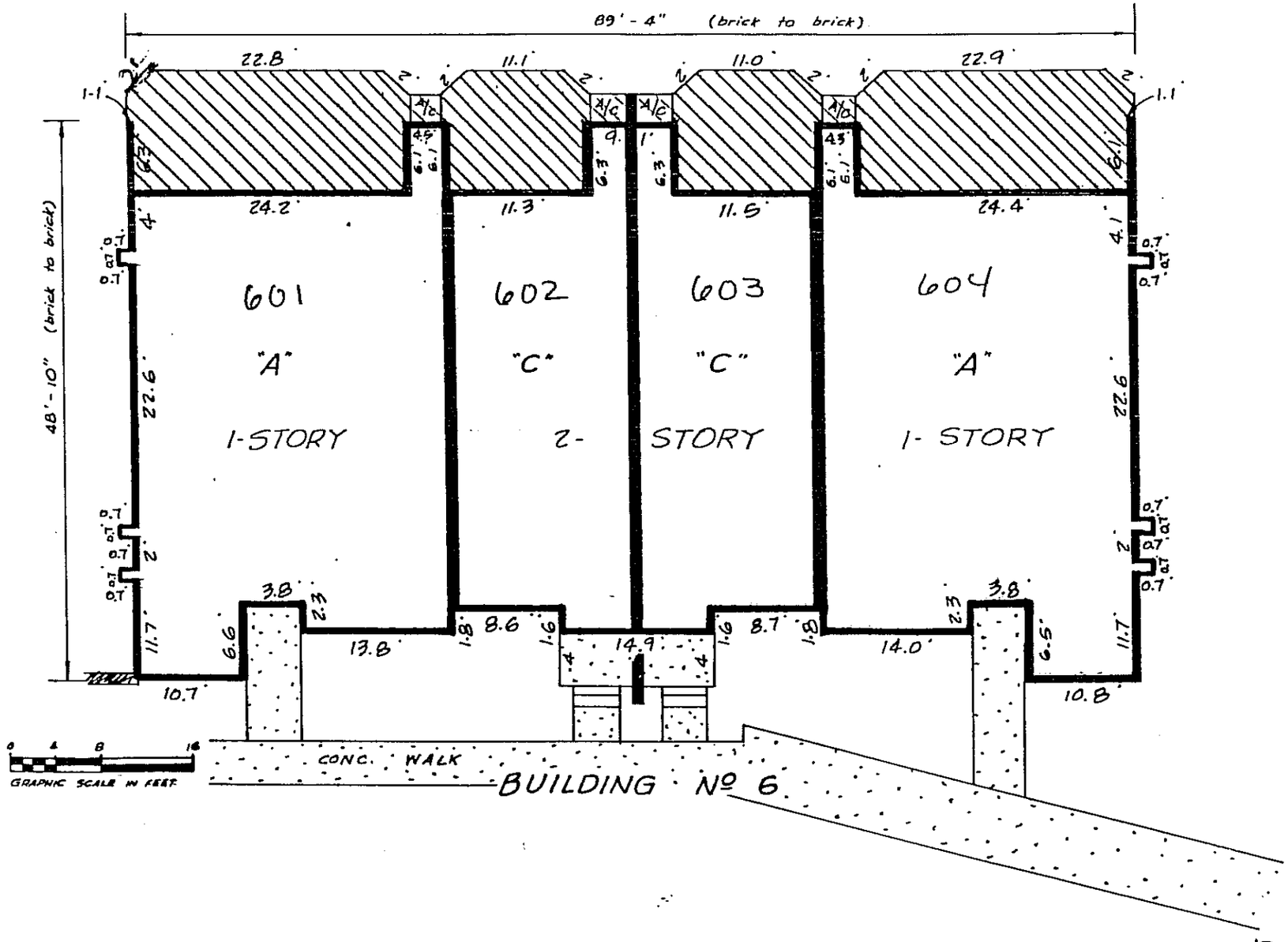


EXHIBIT D SHEET 12

VOL 5974 PG 804 OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

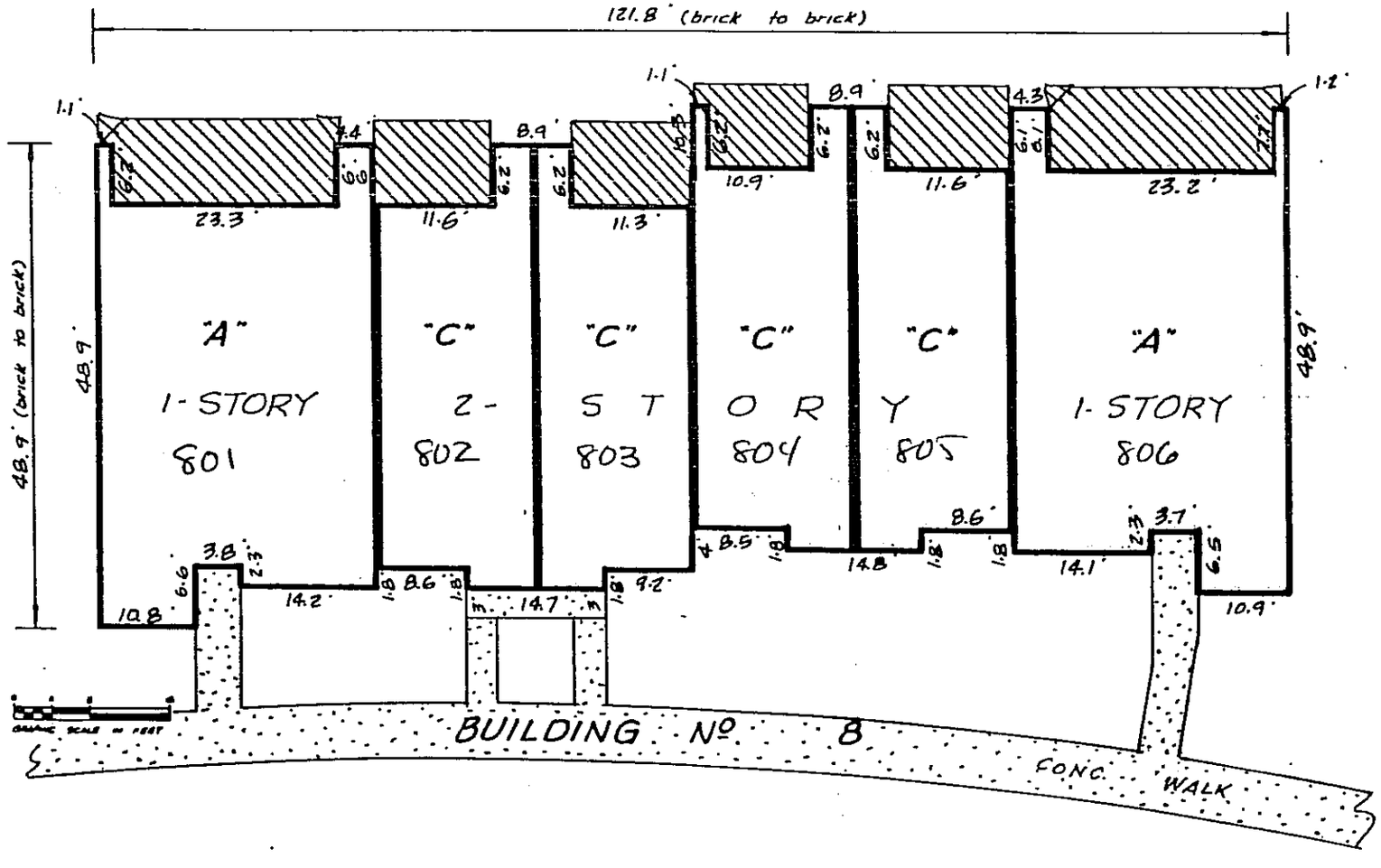
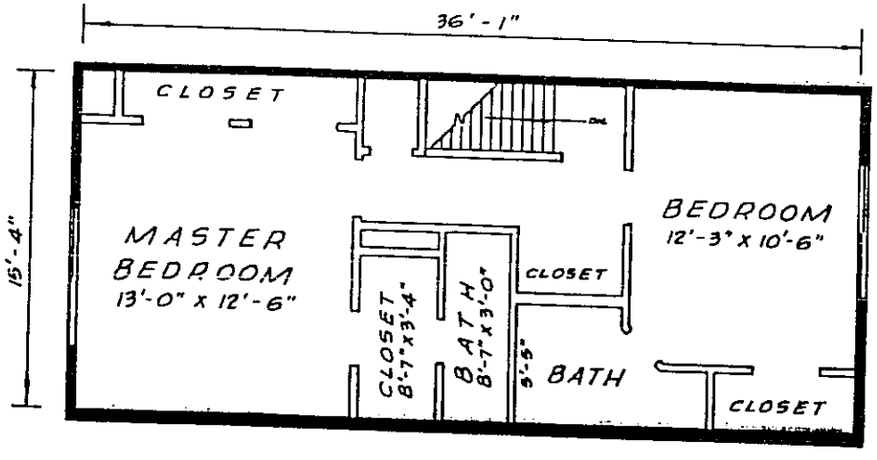


EXHIBIT D SHEET 13

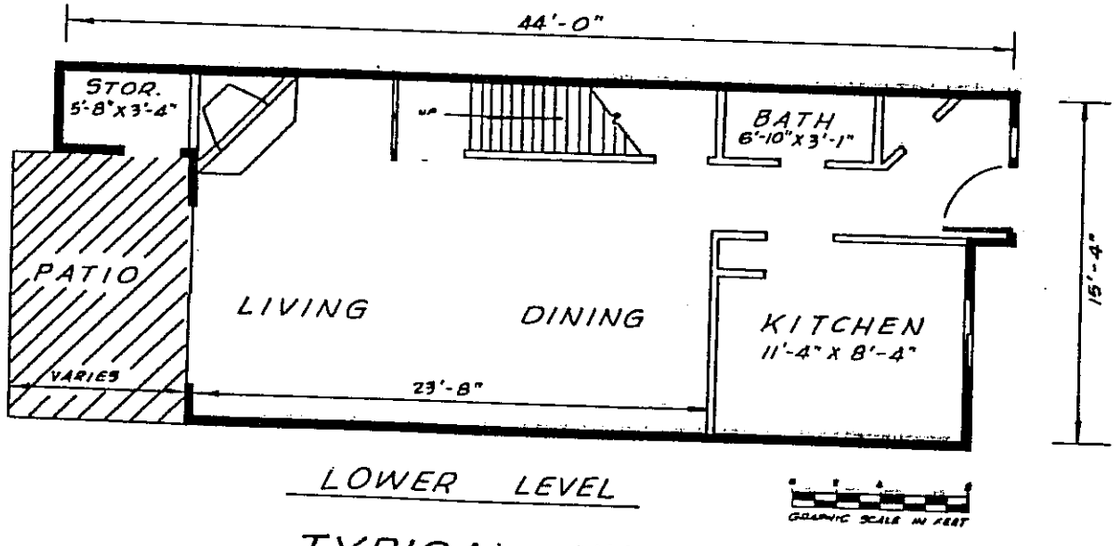
VOL 5974 PG 805 OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA



UPPER LEVEL



LOWER LEVEL

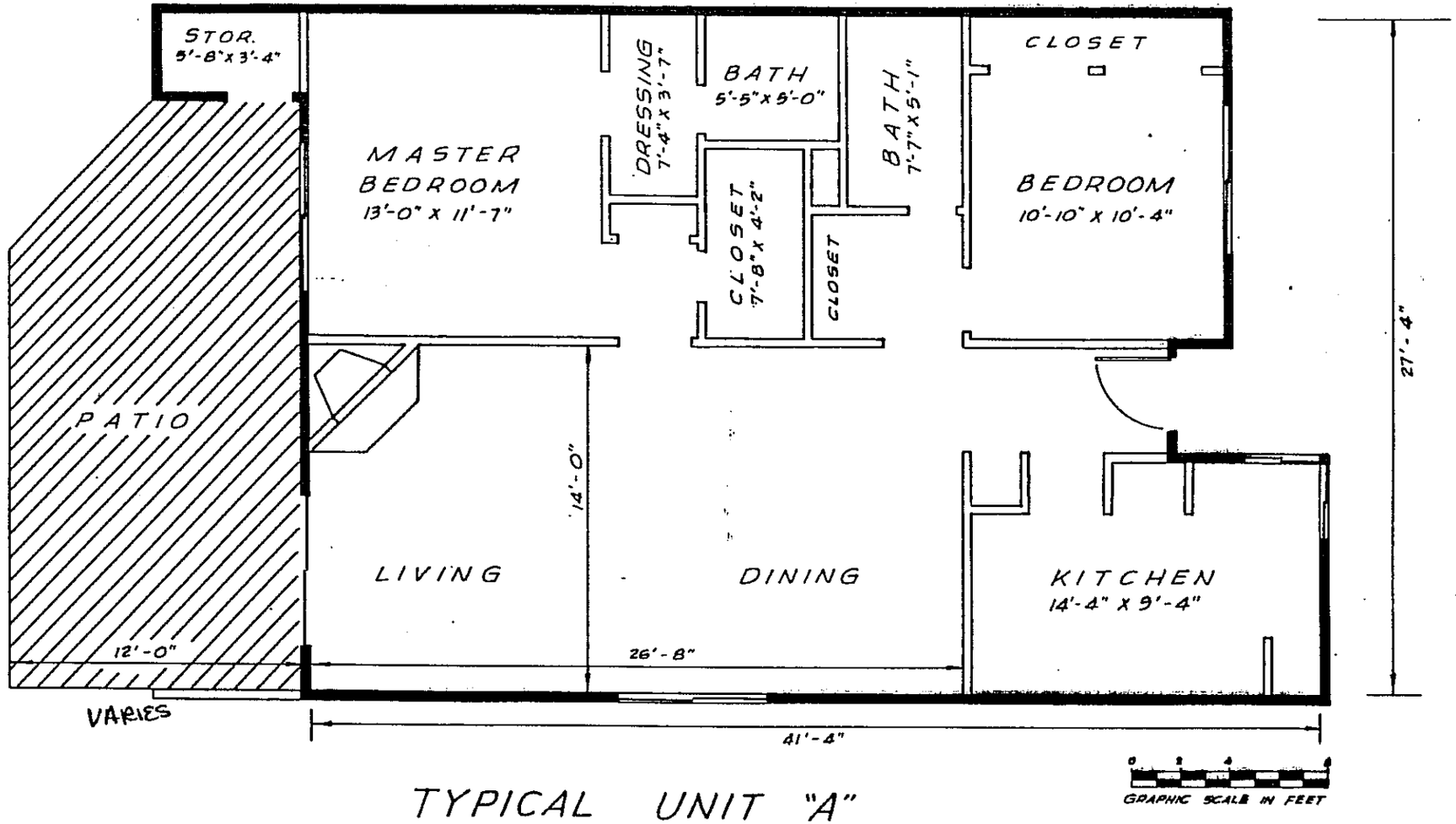
TYPICAL UNIT "C"

EXHIBIT D - 10

VOL 3914 PG 0UD
OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA



TYPICAL UNIT "A"

EXHIBIT D SHEET 15

VOL 5974 PG 807
OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM - DUVAL COUNTY, FLORIDA

Building	Units	1st Floor	Ceiling	2nd Floor	Ceiling
2	201	26.50	34.54	35.58	43.62
	202	26.50	34.54	35.58	43.62
	203	26.50	34.54	35.58	43.62
	204	26.50	34.54	35.58	43.62
	205	26.50	34.54	35.58	43.62
	206	26.50	34.54	35.58	43.62
8	801	23.48	31.52		
	802	23.48	31.52	32.56	40.60
	803	23.48	31.52	32.56	40.60
	804	23.48	31.52	32.56	40.60
	805	23.48	31.52	32.56	40.60
	806	23.48	31.52		
6	601	22.00	30.04		
	602	22.00	30.04	31.08	39.12
	603	22.00	30.04	31.08	39.12
	604	22.00	30.04		

85- 55711
JUN 19 3 45 PM '85
FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY, FLA.
CLERK OF CIRCUIT COURT

PREPARED BY AND RETURN TO:
LINDA CONNOR KANE, Attorney
GALLAGHER, BAUMER, MIKALS, BRADFORD & CANNON, P.A.
2525 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE WATERSIDE, A CONDOMINIUM

(Phase V)

THIS AMENDMENT is made this 17th day of October, 1985, by SOUTHERN CONDOMINIUM DEVELOPERS, INC., a Florida corporation ("Developer").

R E C I T A L S

1. Developer has subjected certain property to condominium form of ownership as more fully described in the Declaration of Condominium ("Declaration") for The Waterside, A Condominium, recorded in Official Records Volume 5959, page 942 in the First Amendment to Declaration of Condominium for The Waterside, a Condominium, recorded in Official Records Volume 5959, page 1046, in the Second Amendment to the Declaration of Condominium recorded in Official Records Volume 5964 page 1751 and the Third Amendment to Declaration of Condominium recorded in Official Records Volume 5974, page 786 in the public records of Duval County, Florida (jointly referred to herein as "Declaration").

2. The Waterside, a Condominium ("Condominium") is a phased condominium created pursuant to Florida Statutes, Section 718.403.

3. Pursuant to the rights and obligations of Section 718.403 and the rules and regulations issued in connection therewith and the provisions of Section 6.6 and Article 21 of the Declaration, the Developer desires to amend the Declaration to submit the land contained in Phase V to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit A referred to in Section 1.1 of the Declaration is amended to add the land contained within Phase V. An Addendum to Exhibit A is attached hereto and made a part hereof. All references to Exhibit A herein and the Declaration shall mean and refer to the Exhibit A contained within the Declaration, together with the Addendum to Exhibit A attached hereto.

The Developer hereby submits the land described as Phase V, land on the Addendum to Exhibit A to the condominium form of ownership and use. All references to the land or Condominium Property herein or in the Declaration shall mean and refer to the land contained in Phases I, II, III, V, VI, VII, and VIII.

2. The second sentence of Section 3.1 is hereby amended to read as follows:

"The Improvements in Phase III, which is the first phase completed, consist of six (6) condominium units in Phase III located in one (1) one and two-story building, the Improvements in other phases are as follows eight (8) condominium units in Phase VII located in one (1) one and two-story building, four (4) condominium units in Phase I located in one (1) one and two story building, six condominium units in Phase II located in one (1) one and two story building; four (4) condominium units in Phase VI located in one (1) one and two story building, six (6) condominium units in Phase VIII located in one (1) one and two story building and nine (9) condominium units in Phase V located in one (1) three story building.

The fifth sentence of Section 3.1 is hereby amended to delete references to Phase V.

3. Section 3.2 is hereby amended to read as follows:

The Improvements in Phase III include one (1) one and two story building containing six (6) units, the Improvements in Phase VII include one (1) one and two story building containing eight (8) units, and the Improvements in Phase I include one (1) one and two story building containing four (4) units, the Improvements in Phase II include one (1) one and two story building containing six (6) units, the Improvements in Phase VI include one (1) one and two story buildings containing four (4) units, the Improvements in Phase VIII consist of the one (1) one and two story building containing six (6) units, and the Improvements in Phase V consist of one (1) three story building containing nine (9) units and other appurtenant Common Elements and Limited Common Elements.

4. The first paragraph of Section 3.4 is amended to read as follows:

"The term "Units" as used herein, shall mean and comprise the six (6) condominium units in Phase III, the eight (8) units in Phase VII, the four (4) condominium units in Phase I, the six (6) units in Phase II, the four (4) units in Phase VI, the six (6) units in Phase VIII and the nine (9) Units in Phase V which are located and individually described in Exhibits "C" and "D" hereto and if submitted shall also include the fifteen (15) units in Phase IV which are located and described in Exhibit "C" and "D".

Exhibit D as recorded in the Declaration is hereby expanded to include the pages 17 - ___ attached hereto and made a part hereof and all references to Exhibit D herein and in the Declaration shall mean and refer to the graphic depictions of Phases I, II, III, V, VI, VII and VIII.

5. Exhibit C of the Declaration is hereby amended to add an as-built survey of Phase V Land and to add the surveyor's certificate shown as Addendum to Exhibit C attached hereto and made a part hereof.

6. Article 21 of the Declaration describes the Subsequent Phases of the Condominium . By this Amendment, the Developer here subjects Phase V to the Declaration, accordingly, all references to Phase V as a Subsequent Phase in Article 21 are hereby deleted.

7. The second sentence of Section 21.3 is hereby amended to read as follows:

"Upon the recording of this Amendment in Phases I, II, III, V, VI, VII and VIII, each Unit Owner will have a 1/43rd interest in the Common Elements and Expenses."

8. The last sentence of Section 21.5 is hereby amended to read as follows:

"If no further phases are added, there will be 43 Voting Interests."

9. At the time of recording this Amendment, Exhibit B is hereby amended such that the fractional share of Common Elements and Common Expenses assigned to each Unit in Phase I, II, III, V, VI, VII and VIII is 1/43rd.

10. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing amendment to be executed on the date first above written.

SOUTHERN CONDOMINIUM DEVELOPERS, INC.

By Michael G. [illegible]
Its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 17th day of October, 1985, by Michael W. Brannan the Vice President of Southern Condominium Developers, Inc., a Florida Corporation on behalf of the Corporation.

Virginia R. Kulik
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1985

CONSENT AND JOINDER OF MORTGAGEE

The Citizens and Southern National Bank ("Mortgagee") is the mortgagee under mortgage ("Mortgage") recorded in the public records of Duval County, Florida in Official Records Volume 5843 at Page 1522. Mortgagee joins in this Fourth Amendment to Declaration of Condominium of The Waterside, A Condominium dated October 17, 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 Condoninium.

Signed, sealed and delivered in the presence of:

Janette H. Brown

Phyllis McDavid

The Citizens & Southern National Bank

By: Sylvia Hart

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 17th day of October, 1985, by Sylvia N. Hart as Vice President of the Citizens & Southern National Bank on behalf of the bank.

Notary Public, State of

My Commission Expires:

My Commission Expires October 27, 1988

CONSENT AND JOINDER OF MORTGAGE

Carlton P. Maddox and Betty P. Maddox, his wife, ("Mortgagees") are the Mortgagee under mortgage ("Mortgage") recorded in Official Records Volume 5843 at Page 1542. Mortgagees join in this Third Amendment to the Declaration of Condominium of The Waterside, a condominium dated June 11, 1985, to evidence their consent and joinder to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagees hereby agree that such security interests are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered
in the presence of:

Angela S. Hathaway

Carlton P. Maddox

Jay P. Ricker

Betty P. Maddox

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of October, 1985, by Carlton P. Maddox and Betty P. Maddox, his wife.

Virginia R. Kirby
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 8, 1985

PHASE 5

Part of Lot 5, Lawrence Point, according to the plat thereof, recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00" West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 580 feet to the POINT OF BEGINNING; thence North 25°58'00" West, 75.00 feet; thence South 64°02'00" West, 35.00 feet; thence North 16°18'44" West, 14.24 feet; thence North 64°02'00" East, 67.62 feet; thence North 12°59'23" East, 64.27 feet; thence South 77° 00'37" East, 101 feet, more or less, to the waters of the Arlington River or Big Pottsburg Creek; thence Southerly along said waters and following the meanderings thereof, 105 feet, more or less to a point that is North 64°02'00" East, from the Point of Beginning; thence South 64°02'00" West, 80 feet, more or less to the POINT OF BEGINNING.

Containing 0.3 acres, more or less.

VOL 6830 PG 1185 OFFICIAL RECORDS

PHASE 5

Part of Lot 5, Lawrence Point, according to the plat thereof, recorded in Deed Book "AB", Page 304 of the Former Public Records of Duval County, Florida, being more particularly described as follows: COMMENCE at a point in the Easterly line of University Boulevard South (an 80 foot right of way) that is South 08°03'00" West, 445.40 feet from the Southwest corner of Lot 20, Block 1, Arlington River Hills, as recorded in Plat Book 15, Page 97 of the Current Public Records of said County; thence North 64°02'00" East, 580 feet to the POINT OF BEGINNING; thence North 25°58'00" West, 75.00 feet; thence South 64°02'00" West, 35.00 feet; thence North 16°18'44" West, 14.24 feet; thence North 64°02'00" East, 67.62 feet; thence North 12°59'23" East, 64.27 feet; thence South 77° 00'37" East, 101 feet, more or less, to the waters of the Arlington River or Big Pottsburg Creek; thence Southerly along said waters and following the meanderings thereof, 105 feet, more or less to a point that is North 64°02'00" East, from the Point of Beginning; thence South 64°02'00" West, 80 feet, more or less to the POINT OF BEGINNING.

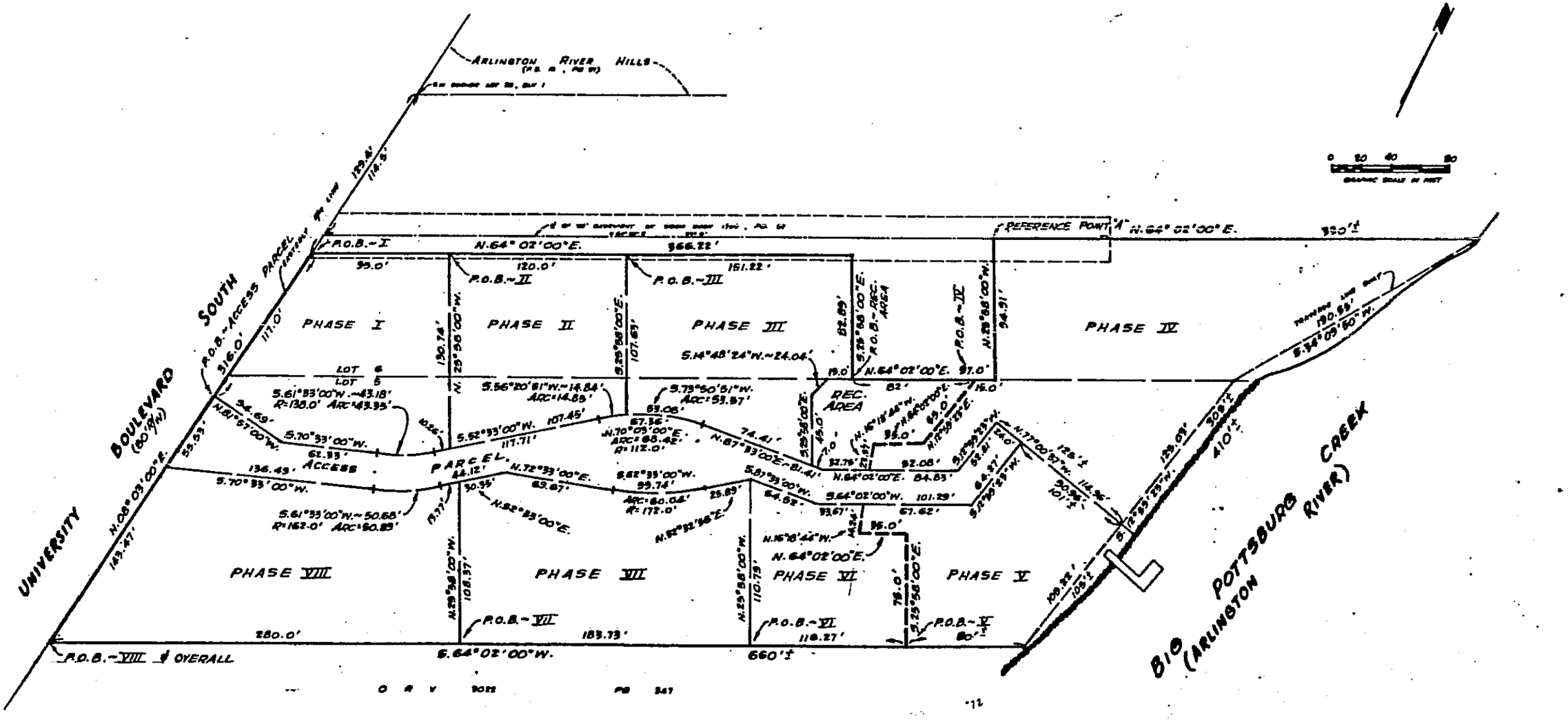
Containing 0.3 acres, more or less.

OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA

FEBRUARY 5, 1985



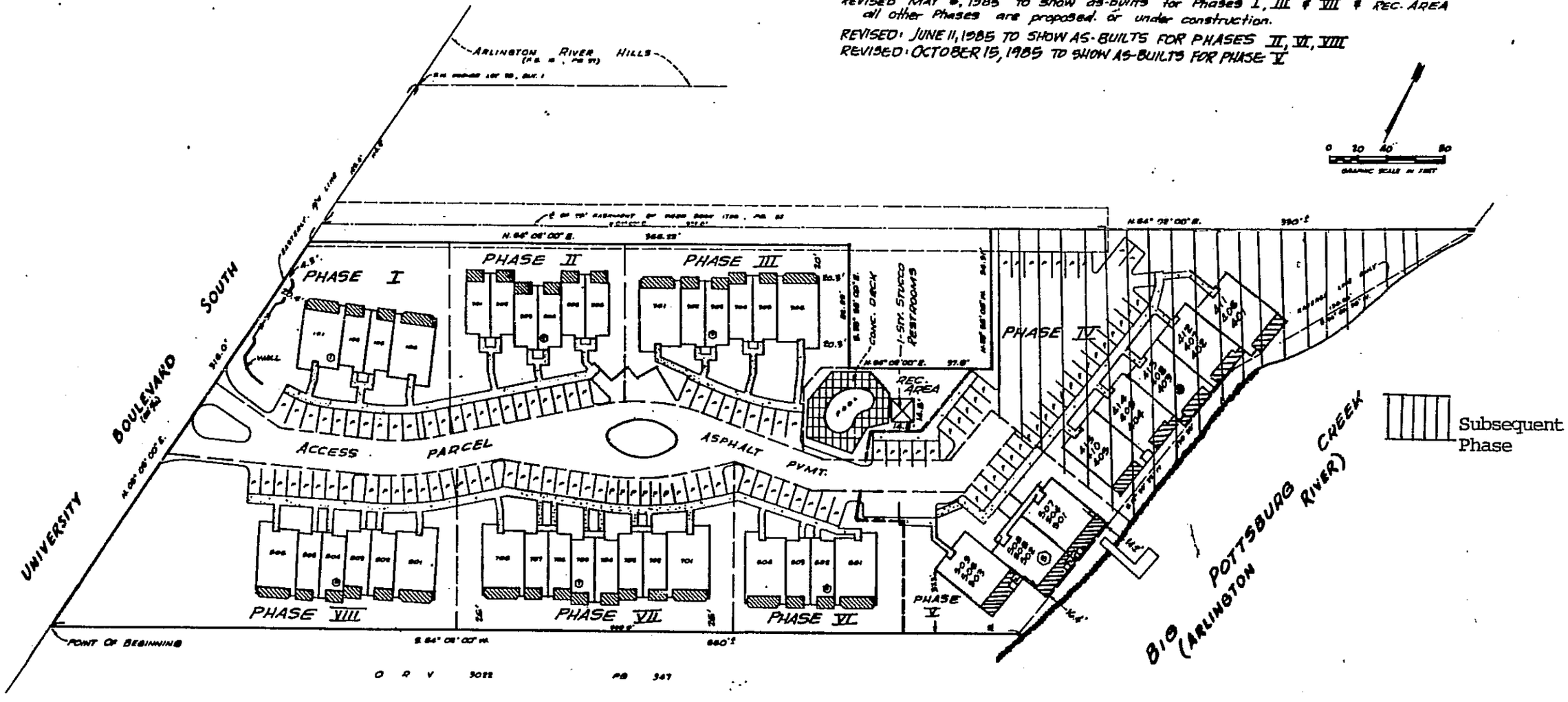
PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4041 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM – DUVAL COUNTY, FLORIDA

JULY 9, 1984
REVISED: FEB. 22, 1985
REVISED: APRIL 16, 1985
REVISED MAY 6, 1985 to show as-builts for Phases I, III & VII & REC. AREA all other Phases are proposed or under construction.
REVISED: JUNE 11, 1985 TO SHOW AS-BUILTS FOR PHASES II, VI, VIII
REVISED: OCTOBER 15, 1985 TO SHOW AS-BUILTS FOR PHASE V



Developer reserves the right to amend parking configuration for the purpose of preserving trees so long as the number of total spaces is no less than 116.

PREPARED BY:
CLARY, MILLER & ASSOCIATES, INC.
4041 SUNBEAM ROAD
JACKSONVILLE, FLA. 32217
PH.: (904) 733-8119

OFFICIAL RECORDS

The WaterSide A CONDOMINIUM - DUVAL COUNTY, FLORIDA

CERTIFICATION

This is to certify that, in accordance with the provisions of SEction 718.104 (4)(e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of The Waterside, Phase V, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 14th day of October A.D., 1985.

Gregory B. Clary
Registered Land Surveyor No. 3377
State of Florida

PREPARED BY:

Clary, Miller & Associates, Inc.
4041 Sunbeam Road
Jacksonville, FL 32217
904/733-8119

The WaterSide A CONDOMINIUM - DUVAL COUNTY, FLORIDA

GENERAL NOTES:

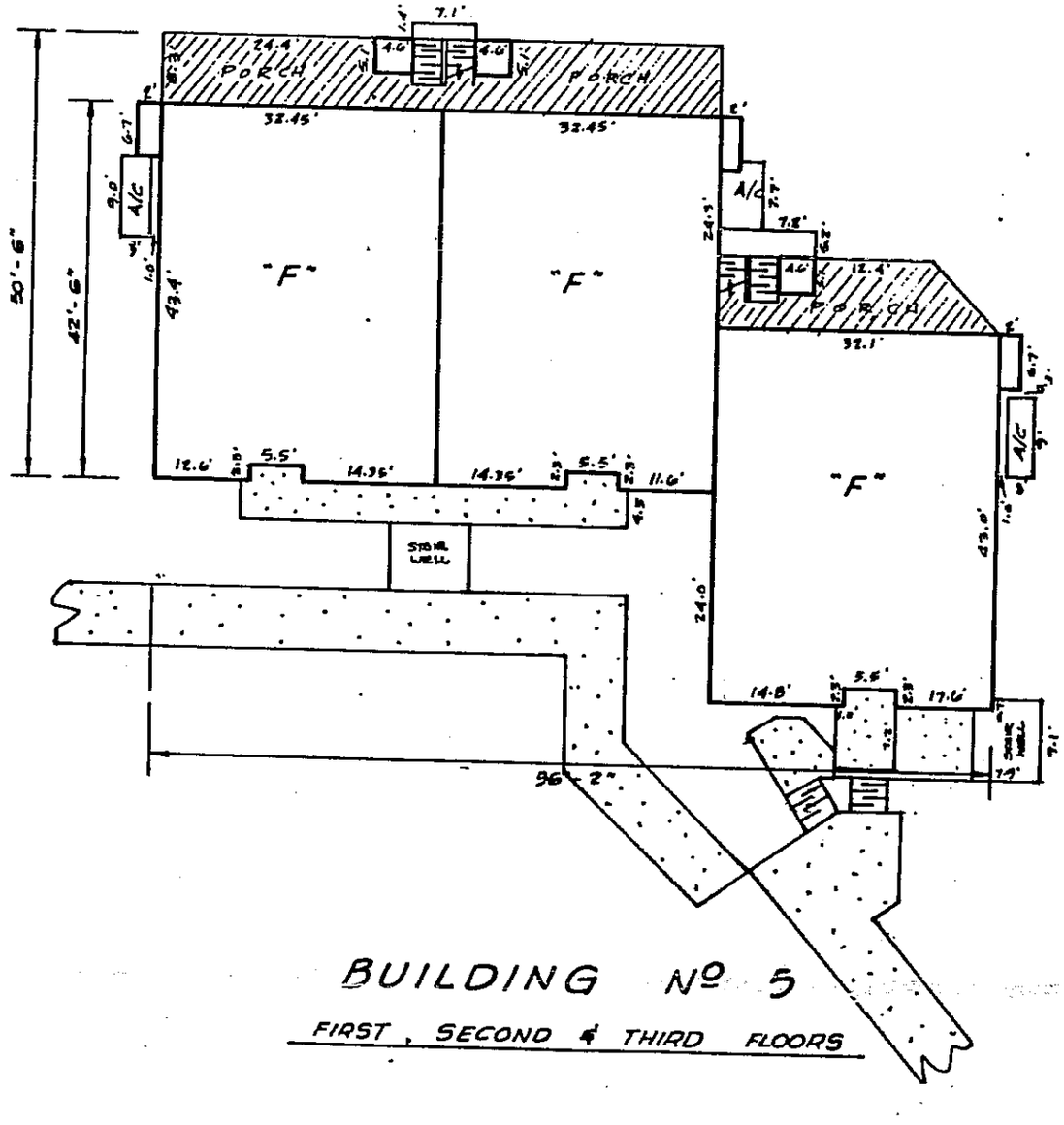
1. Condominium Units are identified by number.
2. "A" Denotes Unit type.
3. ▬▬ Denotes walls which are common elements and not a part of the Condominium Units.
4. ▨ Denotes limited common element.
5. ⑴ Denotes Building Numbers.
6. Those ceiling elevations referred to hereon are the elevations of a horizontal plane projected across the condominium unit; however, those condominiums having cathedral type ceilings, the space above this horizontal plane and below the underside of the finish surface of the vaulted ceiling is a part of the condominium unit.
7. P Denotes unassigned parking.
8. Improvements shown hereon within Phase I, II, III, V, VI, VII, VIII, and Recreational Area are as-built. All other phases are proposed or under construction.

OFFICIAL RECORDS

OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA



NOTES:
1.) ALL PATIOS ARE CONCRETE, UNLESS OTHERWISE NOTED.
2.) BUILDING – 3 STORY BRICK & FRAME

0 5 10 20
GRAPHIC SCALE IN FEET

BUILDING Nº 5

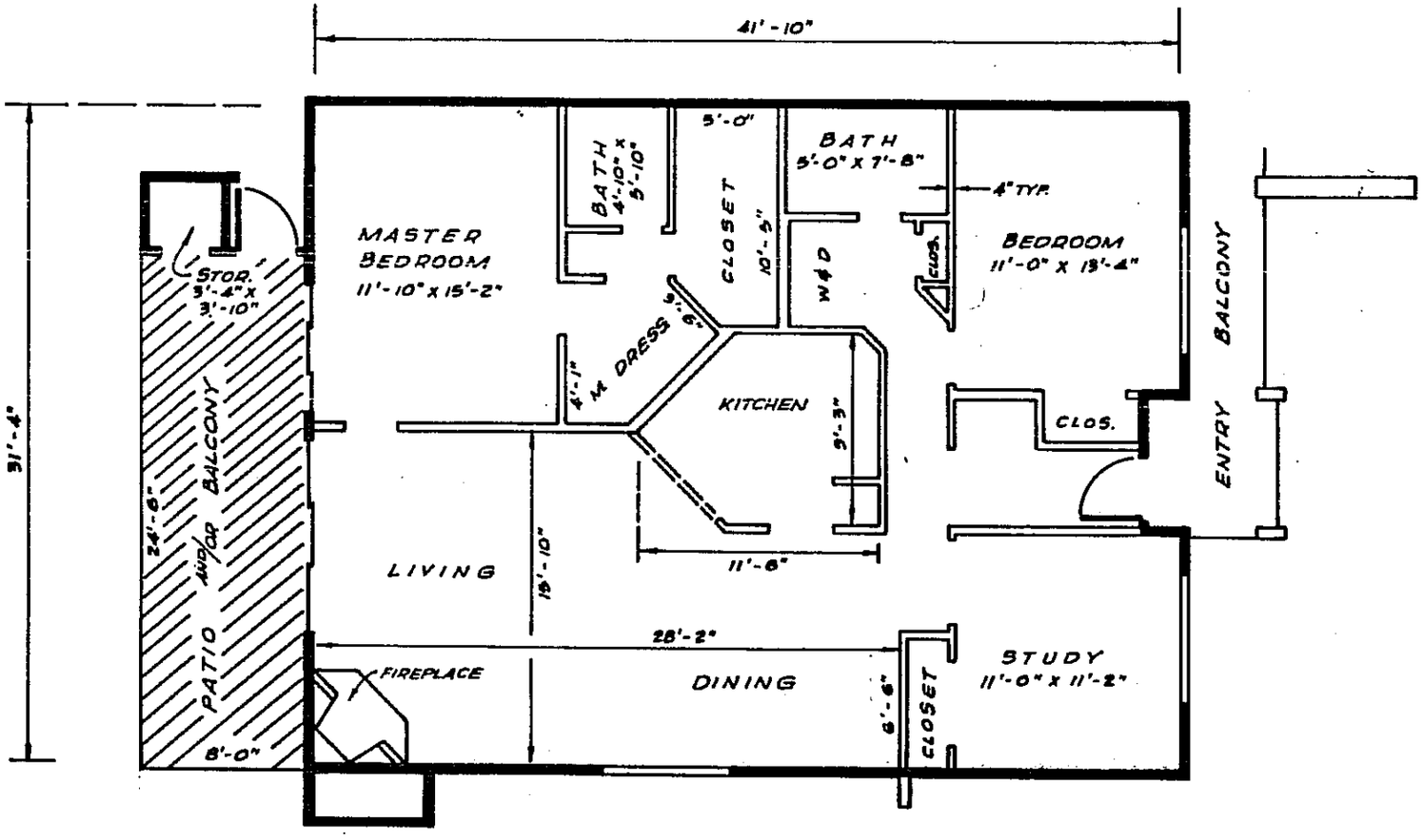
FIRST, SECOND & THIRD FLOORS

EXHIBIT D SHEET 18

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OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA



0 2 4 8
GRAPHIC SCALE IN FEET

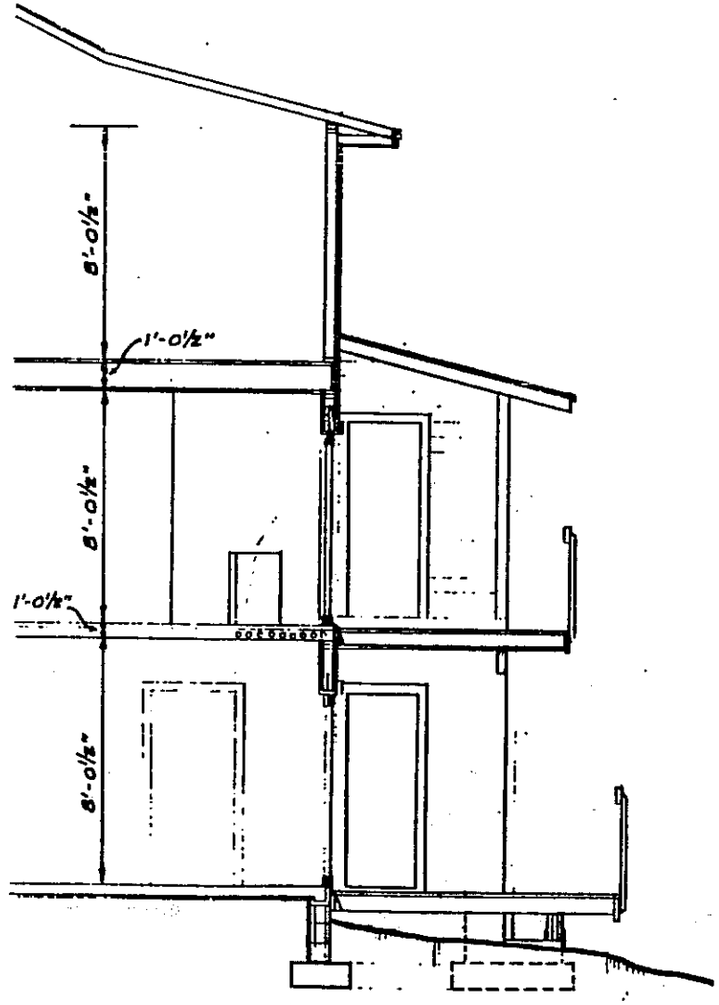
TYPICAL UNIT "F"

D 19

VOLUME 7677 PAGE 1796
OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM ~ DUVAL COUNTY, FLORIDA



ELEVATION VIEW

BUILDING Nº 4 & 5

OFFICIAL RECORDS

The WaterSide

A CONDOMINIUM - DUVAL COUNTY, FLORIDA

Building	Units	1st Floor	Ceiling	2nd Floor	Ceiling	3rd Floor	Ceiling
5	501	10.80	18.84	19.88	27.92	28.96	37.00
	502	10.80	18.84	19.88	27.92	28.96	37.00
	503	10.80	18.84	19.88	27.92	28.96	37.00
	504	10.80	18.84	19.88	27.92	28.96	37.00
	505	10.80	18.84	19.88	27.92	28.96	37.00
	506	10.80	18.84	19.88	27.92	28.96	37.00
	507	10.80	18.84	19.88	27.92	28.96	37.00
	508	10.80	18.84	19.88	27.92	28.96	37.00
	509	10.80	18.84	19.88	27.92	28.96	37.00

85 OCT 21 P 4:57
85- 97740
RECORDED IN OFFICIAL RECORDS
DUVAL COUNTY, FLORIDA
CLERK CIRCUIT COURT