

Prepared by and Return to:
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**DECLARATION OF CONDOMINIUM
OF
COASTAL CREEK CONDOMINIUMS**

This Declaration of Condominium is made this 12th day of April, 2007, by CEDAR SHORES, LTD., a Florida limited partnership, whose address P.O. Box 40606, Jacksonville, Florida 32203 (the "Declarant").

1. The Condominium.

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

1.2 Name and Address. The name of the Condominium is Coastal Creek Condominiums, and the address for the condominium is 3434 Blanding Boulevard, Jacksonville, Florida 32210.

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

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

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

2.3 "Boat Slip" means a portion of the Marina or the Second Marina that is reserved for exclusive use rights by a Boat Slip User. Boat Slips are not Common Elements or Limited Common Elements appurtenant to any Unit and are not a part of this Condominium or subject to the Condominium form of ownership.

2.4 "Boat Slip User" means any person who has purchased the exclusive right to use a Boat Slip, including his guests and invitees.

2.5 "By-Laws" means the By-laws for the government of the Association and the Condominium, as amended from time to time.

2.6 "Clubhouse" means that portion of the Marina which is available for use by Unit Owners pursuant to the Easement Agreement; however, the Clubhouse is not a part of this Condominium.

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

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

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

2.10 "Condominium" means Coastal Creek Condominiums as created by this Declaration, and all amendments to this Declaration.

2.11 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.

2.12 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.

2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which are appurtenant to the Unit.

2.14 "County" means Duval County, Florida.

2.15 "Declarant" means Cedar Shores, Ltd., a Florida limited partnership, having its address at P.O. Box 40606, Jacksonville, Florida 32203, and any successor or assign to whom Declarant has expressly assigned some or all of the Declarant's right's hereunder.

2.16 "Declaration" means this Declaration of Condominium of Coastal Creek Condominiums, as the same may be amended from time to time.

2.17 "Easement Agreement" means that Declaration of Easements, Covenants and Restrictions made by the Declarant, which Easement Agreement is attached hereto as **Exhibit "G"** and more fully described therein. The Easement Agreement is also discussed in paragraph 3.3 herein.

2.18 "Governing Documents" means this Declaration and the Association's Articles of Incorporation, By-Laws and Regulations.

2.19 "Institutional First Mortgagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders, the Federal National Mortgage Association, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, their successors and assigns as the holders of first mortgages on portions of the Condominium Property.

2.20 "Insurance Trustee" shall have the meanings set forth in Section 8 hereof.

2.21 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.

2.22 "Marina" means that boat docking facility with Boat Slips and related docks and access ramps and a Clubhouse located on that portion of the Cedar River adjacent to the Condominium. The Marina is depicted on **Exhibit "B"** attached hereto. The Marina is not a part of this Condominium. Additional information regarding the Marina is contained in paragraph 20 herein.

2.23 "Marina Association" means the entity responsible for the operation of the Marina, its successors and assigns.

2.24 "Phase I" means those lands and the improvements located thereon, more particularly described in **Exhibit "A"** attached hereto, that is being submitted to the condominium form of ownership by this Declaration.

2.25 "Phase II" means all or a portion of that property, more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein, that Declarant has reserved

the right to submit to the condominium form of ownership as a part of this Condominium as provided in paragraph 19 hereof.

2.26 "Reasonable Attorneys' Fees" means reasonable fees incurred for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then all fees incurred in trial or administrative proceedings and all appellate review of the same.

2.27 "Recreational Easement" means that Recreational Easement and Use Agreement attached hereto as **Exhibit "H"** which provides for use of an adjacent parcel of land by the residents of the Condominium. The Recreational Easement is further discussed in paragraph 3.3 herein.

2.28 "Regulations" means the rules and regulations for the use and operation of the Condominium Property adopted by the Association from time to time in accordance with the By-Laws and this Declaration.

2.29 "Second Marina" means that additional boat docking facility which the Declarant reserves the right to construct, develop and operate on waters and land adjacent to Phase II of the Condominium. The Second Marina is not a part of this Condominium.

2.30 "Second Marina Association" means the entity responsible for the operation of the Second Marina, its successors and assigns.

2.31 "Sovereignty Submerged Lands Lease" means that Sovereignty Submerged Lands Lease between the Declarant and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida regarding the submerged lands adjacent to the Condominium Property and upon which are located the Marina and Clubhouse.

2.32 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The Surface Water or Stormwater Management System includes the Drainage Pond contained within Phase II as described in paragraph 19 hereof.

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

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

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

2.36 "Waterfront Unit" means those Units located in Building 6 and Building 7 as described on **Exhibit "B"** attached hereto.

3. Development Plan. The Condominium is being created by conversion of an existing previously occupied apartment complex to the condominium form of ownership. The Declarant's proposed development plan includes one hundred four (104) units in eight (8) residential buildings with outdoor parking areas, swimming pool and other common facilities ("Phase I"). The Declarant has reserved the right to add to this Condominium approximately one and forty-seven hundredths (1.47) acres of land containing a drainage pond to the Condominium ("Phase II"), as more particularly described in **Exhibit "B"** and identified as Phase II. The Declarant reserves the right to construct, develop and operate the Marina and proposed Second Marina and to make available to interested persons, including the general public and Unit Owners, the opportunity to purchase the exclusive right to use a Boat Slip located at the Marina or proposed Second Marina. This plan is also set forth in paragraph 20 herein. The Declarant and users of the Marina and proposed Second

Marina shall have the right to access the Marina and proposed Second Marina over and across the Condominium Property pursuant to the Easement Agreement attached hereto as **Exhibit "G"**. The Marina and proposed Second Marina are not a part of this Condominium.

3.1 Survey, Plot Plan and Graphic Description.

(a) A survey of the land described in **Exhibit "A"** and a graphic description of the existing and proposed improvements are attached hereto as **Exhibit "B"** and by this reference incorporated herein, which together with the provisions of this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

(b) Declarant has reserved the right to add Phase II to the Condominium as generally described in paragraph 19 hereof and depicted on **Exhibit "B"**. Declarant reserves the right to amend **Exhibit "B"** and paragraph 19 hereof to conform to revised development plans and to comply with the Condominium Act and other applicable laws.

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

3.3 Easements.

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

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

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

(3) Stormwater Management System. An easement for the pipes, swales, ditches and other components of the Stormwater Management System necessary to provide stormwater drainage for the Condominium Property, including Phase II, in accordance with applicable permits.

(4) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements for any reason other than the intentional or negligent act of the Unit

Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(5) Declarant. All rights and easements necessary or convenient to complete the development and sale of the Condominium, the Marina and Second Marina and to maintain a rental program for unsold Units, are reserved to the Declarant until such time as Declarant has: (i) completed construction or renovation of all of the improvements contemplated by this Declaration, as well as the Marina and proposed Second Marina; (ii) sold all of the Units contained within the Condominium Property; and (iii) terminated its rights to use unsold Units as a sales or rental office or as model display units for the sale of Units in the Condominium. These easements include, but are not limited to, easements for: (A) pedestrian and vehicular ingress and egress, and parking, including construction vehicles to and across Phase I; (B) the installation or modification of Utility Services, including the right to grant utility easements to governmental authorities or public or private utilities companies; and (C) the use of Units as model units and sales offices; (D) use of the Common Elements for their intended use; (E) the right to maintain sales and construction trailers on the Condominium Property and to use unsold Units, the Clubhouse and other common facilities for sales offices or activities. These easements are hereby reserved and shall exist through and over the Condominium Property as may be required by the Declarant for the completion of the contemplated improvements, the sale of the Units, and the use of sales and rental offices and model display units for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium Property, shall interfere in any way with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

(6) Phase II Lands. Non-exclusive perpetual easements for (i) vehicular and pedestrian ingress and egress over those portions of the Condominium Property from time to time improved and intended for such purposes, (ii) drainage and retention of storm and surface waters through the Stormwater Management System, and (iii) the furnishing of Utility Services are hereby reserved over the Condominium Property (excluding the Units) for the benefit of the Phase II lands described on **Exhibit "B"** hereto, whether or not the benefited lands are submitted to the condominium form of ownership under the terms of this Declaration.

(7) Declaration of Easements, Covenants, and Restrictions. Pursuant to the Easement Agreement, the Declarant reserves for the Declarant and all users of the Marina and proposed Second Marina a non-exclusive easement for utilities, drainage, and pedestrian and vehicular traffic over, through and across those portions of the Condominium Property reasonably necessary for access to the Marina and proposed Second Marina. Also, the Declarant reserves for the Declarant and all users of the Marina and proposed Second Marina the right to park upon those portions of the Condominium Property designated as parking areas for the Marina and proposed Second Marina. The Easement Agreement also provides that Boat Slip Users shall be permitted use of the swimming pool located on Condominium Property provided that the cost for the operation and maintenance of the swimming pool is allocated pursuant to the Easement Agreement. Boat Slip Users' use of the swimming pool shall be in accordance with the Regulations promulgated by the Association which Regulations shall be fair and reasonable. In addition, the Easement Agreement also provides that Unit Owners shall be permitted use of the Clubhouse provided that the Association share in the cost of operation and maintenance of the Clubhouse as described in the Easement Agreement. Use of the Clubhouse shall be in accordance with the regulations promulgated by the Marina Association, which regulations shall be fair and reasonable. This Easement Agreement shall not give or create in any person the right to park upon any portion of the Condominium Property that is not designated as a parking area reserved for the Marina or Second Marina. The Easement Agreement is attached hereto as **Exhibit "G"**.

(8) Recreational Easement. Pursuant to a Recreational Easement and Use Agreement, Unit Owners, residents and the Association have been granted non-exclusive easements for recreational use of an adjacent parcel of land (upon which are located certain improvements, including a basketball court, picnic tables and barbecue grills) as well as a non-exclusive easement for use of a landscape irrigation system located upon the adjacent parcel, which landscape irrigation system is connected to the water supply system utilized for irrigation of the Condominium Property. Additional details are further described in **Exhibit "H"**.

(9) Access and Utilities Easement. The Declarant has reserved a non-exclusive access and utilities easement over that portion of the entrance driveway identified as "Denoted Access and Utilities Easement Area" on **Exhibit "B"** attached hereto. This easement shall be for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services, trash removal and drainage for the benefit of the owners of those parcels of real property located immediately adjacent to and west and east of the entrance driveway, and the encroachment of existing parking spaces. In addition, this easement shall be for pedestrian and vehicular traffic over, through and across the easement area for the benefit of such parcels.

(b) Exclusive Easements.

(1) Non-Access Easement. The Declarant hereby reserves a non-access easement that runs along the length of and over the west side of the Condominium Property and is adjacent to Lot 20, as defined above (the "West Non-Access Easement"). This Non-Access Easement is exclusively for the benefit of the Declarant to access Lot 20 which benefit may be assigned by the Declarant to the record owner of Lot 20. The Declarant reserves to itself the sole and exclusive right without the joinder or consent of any Owner or mortgagee to release all or a portion of the Non-Access Easement. The legal description for this Non-Access Easement is attached hereto as **Exhibit "I"**.

3.4 Boundaries.

(a) Unit Boundaries. Each Unit includes that part of the building that lies within the boundaries of the Unit. The boundaries of each Unit are as follows:

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

(A) Upper Boundaries. The upper boundary shall be the planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

(B) Lower Boundaries. The lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the Unit, extended to meet the perimeter boundaries.

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

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

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

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

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

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

(e) Common stairways, hallways, entrances and exits;

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

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

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

(c) The conduits, ducts, pipes, vents, or flues, if any, supplying Utility Services or providing ventilation and exhaust for only one Unit.

(d) Parking spaces that have been assigned by the Declarant or the Association to a particular Unit for the benefit of the Owner of the Unit.

(e) All structures, equipment or areas designated as Limited Common Elements on **Exhibit "B"**.

3.7 Amendment of Plans.

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

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of the Units by Declarant or the designation of Limited Common Elements, if any, contemplated by this Declaration, or the addition of Phase II need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change any Unit Owner's proportionate share of the Common Expenses or Common

Surplus or voting rights, except as to the addition of Phase II, unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

4. Undivided Share of Common Elements and Common Expenses. The undivided percentage share in the Common Elements, Common Expenses and Common Surplus has been allocated to each Unit based on the ratio of the area (measured in square feet) of each Unit compared to the total area of all Units in the Condominium and then increasing or decreasing the resulting quotient for each Unit type as necessary so that the total allocation to all Units equals exactly one hundred percent (100%). The percentage shares allocated to the Units in Phase I are set forth on **Exhibit "D"** hereto. Since Phase II does not contain residential Units, if Phase II is added to the Condominium, the percentage share allocated to each Unit in Phase I will not change.

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

5.1 Common Elements.

(a) By the Association. The protection, maintenance, repair, and replacement of the Common Elements, except those portions of the Limited Common Elements that are required herein to be maintained by the Owner, shall be the responsibility of the Association and the expenses associated therewith shall be designated a Common Expense. Subject to the obligations of Utility Service providers, the Association's responsibilities include, without limitation:

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

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

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no material alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Owners of not less than seventy-five percent (75%)

of the undivided shares in the Common Elements. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

5.2 Units.

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

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

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

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

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

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

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

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

(4) To obtain regular pest control services for his or her Unit at his or her sole cost and expense and provide notice of the same to the Association by furnishing to the Association a copy of the written contract for such services. If the Association determines that the Unit Owner has failed to obtain such services, the Association and the Association's pest control company may enter into any Unit upon reasonable notice and during reasonable hours to perform the necessary pest control services that

the Unit Owner has failed to perform. All costs of such services which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner.

The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any Unit boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing component, electrical service or plumbing service, without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

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

(e) Interior Flooring. Except as to flooring initially installed by Declarant and except as provided in this subsection, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding except carpeting is not required in entry foyers, kitchens, bathrooms, or laundry rooms. An Owner who desires to install, in place of carpeting, any hard surface floor covering (e.g. marble, slate, ceramic tile, wood or parquet) also shall install a sound absorbent underlayment of such kind and quality as approved by the Association from time to time, or equivalent or superior to sound insulation material, installed in accordance with the regulations issued by the Association as amended from time to time. The Owner must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard surface flooring with carpeting or require the removal of such hard surface flooring at the expense of the offending Unit Owner.

(f) Balcony and Terrace Flooring. The structural integrity of balconies and terraces constructed of plywood or hardi board is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet or river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage and shall not be installed so as to penetrate through the waterproof sealant on the patios and balconies.

(g) Sound and Noise Transmission. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, acknowledges and agrees that sound and impact noise transmission in buildings such as the Condominium is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another

Unit. The Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portions of the Condominium Property and shall not be responsible for any claims for loss or damages resulting from sound or impact noise transmission.

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

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

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

5.4 Other Maintenance Responsibilities.

(a) Drainage System. Located adjacent to the Condominium is a drainage pond located on approximately one and forty-seven hundredths (1.47) acres of land (Phase II). The Association shall be responsible for the maintenance of Phase II, including the drainage pond, landscaping and electricity for the fountain located in the drainage pond, whether or not the Declarant elects to add Phase II to the Condominium. The maintenance, operation and repair of the drainage pond located shall be in accordance with applicable permits and maintenance agreements. Maintenance of the drainage pond shall mean the exercise of practices which allows the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities, in accordance with applicable permits and regulations.

(b) Bulkhead. Located approximately ten feet (10') north of the northern Condominium boundary is a bulkhead which provides upland support to the Condominium Property. The Association shall be responsible for the maintenance, operation and repair of the bulkhead in accordance with all applicable permits and regulations, if any.

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

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

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

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

6.4 Declarant's Obligation to Pay Assessments.

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

(b) Also, pursuant to Section 718.116(9)(a)(1), Florida Statutes, Declarant reserves the right to elect to be excused from the payment of assessments on Units it owns for the period commencing on the recording date of this Declaration and terminating on the first day of the fourth month following the closing of the sale of the first Unit in the

Condominium, provided that Declarant agrees to pay all Common Expenses during such period in excess of assessments against other Unit Owners. Declarant's election under this subparagraph shall be made in the same manner as set forth in the preceding subparagraph.

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

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

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

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

7.3 Unit Owners Membership and Voting Rights. Each Unit Owner shall be a member of the Association. Voting rights within the Association have been allocated equally to each Unit with each Unit Owner having one (1) vote for each Unit owned. The memberships and voting rights of Owners are set forth in greater detail in the Articles of Incorporation and By-Laws of the Association.

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

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

7.6 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Owner shall provide the Association or the management company designated by the Association current keys to the Unit.

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

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

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

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

(a) Property Damage. All buildings and improvements located on the Condominium Property and all insurable property of the Association shall be insured in an amount determined annually by the Board of Directors, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. Pursuant to Section 718.111(11)(b), Florida Statutes, as amended from time to time, the word "buildings" and "improvements" do not include wall, floor and ceiling coverings, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets, and window treatments. Such coverage shall afford protection against such risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including but not limited to:

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

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

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

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

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

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

to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

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

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

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds in excess of Fifty Thousand Dollars (\$50,000.00) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida, as may from time to time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Fifty Thousand Dollars (\$50,000.00), then the Board of Directors of the Association, acting as Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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

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

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

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

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

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

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

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

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

repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

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

9. Reconstruction or Repair After Casualty.

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

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

(b) Building.

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

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

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

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

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

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

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during or after reconstruction and repair the funds for payment of the cost of reconstruction and

repair are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be against all Unit Owners in proportion to the Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

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

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

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

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

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be held and disbursed by the Association in payment of such costs.

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

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

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee, if other than the Board of Directors of the Association, shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the

Insurance Trustee, if other than the Board of Directors of the Association, may rely upon a certificate of the Association made by its President and Secretary as to any or all such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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

10.1 Units. The Condominium Property shall be used only as a residential community; provided, however, those persons using the Marina and proposed Second Marina shall be permitted to use the driveways within the Condominium Property for access to the Marina and proposed Second Marina, to park in designated parking areas and such other use of the Condominium Property as may be provided in the Easement Agreement and agreements between and among the Association, the Marina Association and the Second Marina Association entered into pursuant to paragraph 7.5 and paragraph 20.2 herein. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business, or profession of any kind may be conducted in, on, or from any Unit or the Condominium Property, except that a home office may be maintained if such use does not involve the regular attendance or entry of non-residents to the Unit or otherwise diminishes the residential character of the Condominium. The letting, renting, or leasing of Units for residential purposes shall not constitute a trade or business; however, a Unit may not be used as more than one (1) dwelling unit.

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

10.3 Occupancy and Leasing of Units.

(a) Occupancy. Occupancy of Units is restricted to one (1) family and their guests. Occupancy by guests in the absence of the Unit Owner is limited to four (4) times per calendar year and a maximum of thirty (30) days. Occupancy by tenants of the Unit Owner and authorized users of Units owned by corporations or other entities is further restricted to:

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

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

(b) Leasing. Only entire Units may be rented provided the occupancy is only by the lessee and their servants and non-paying social guests and the lease term is not less than seven (7) months. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements and the Limited Common Elements appurtenant to the Unit during the term of the lease. All leases shall be on forms approved by the Association and shall require that the tenant comply with all provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants as determined in the sole discretion of the Association or to pay any claim for injury or damage to property caused by the negligence of the tenant. Assessments may be levied against the Unit for such amounts. In addition, the Association may require a prospective tenant to place a security deposit in an amount not to exceed one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association

for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. The Association has the right to disapprove a tenant who does not meet tenant qualification requirements set forth in the Association's Rules and Regulations, as amended from time to time. Prior to occupancy by the tenant, the Unit Owner or tenant shall provide a copy of the fully executed lease, the anticipated occupancy date, any security deposit required by the Association, and evidence that the proposed tenant meets the tenant qualification requirements then in effect. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations regarding leasing. An amendment of this paragraph shall require the written consent of not less than seventy-five percent (75%) of the voting interests of all Unit Owners.

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

10.5 Parking Spaces. The numbered and unnumbered parking spaces shown on **Exhibit "B"** hereto are part of the Common Elements of the Condominium. However, Declarant has reserved the right to assign the exclusive use of one or more parking spaces to each Waterfront Unit and to the Marina and proposed Second Marina. The procedure for assigning and changing reserved parking spaces is set forth below.

(a) Assignment and Transfer of Parking Spaces. Declarant retains the right to assign the exclusive use of one or more parking spaces to each Waterfront Unit and to the Marina and proposed Second Marina. Declarant's right to assign parking spaces shall continue until Declarant closes the sale of all Condominium Units or assigns its rights hereunder to the Association. Thereafter the Association shall have the right to assign unassigned parking spaces provided that the Association may not change Declarant's assignments without the consent of the Owner of the Unit to which such spaces have been assigned. Parking spaces may be assigned only to Waterfront Units within the Condominium or to the Marina and proposed Second Marina, and may be transferred only among Waterfront Unit Owners or the Marina and proposed Second Marina. Except as set forth below, the exclusive right to use a parking space is automatically transferred with the conveyance of the Waterfront Unit to which it is assigned.

(b) Procedure for Assignments. Unit Owners desiring to exchange use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and shall be executed by the Owners with the formalities required for the execution of a deed. The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of the County. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

(c) Maintenance of Parking Spaces. Maintenance of all parking spaces, whether or not assigned to a particular Waterfront Unit, the Marina or proposed Second Marina, is declared to be a Common Expense, subject to the provisions of the Easement Agreement.

10.6 Pets. No pets or animals shall be kept or maintained in or about the Condominium Property except only dogs (excluding Chow Chows, Pit Bulls, Doberman Pinschers, Rottweilers, Akitas, or a mixed breed that is predominantly one of the foregoing), cats, and small caged birds are hereinafter referred to as "Pets". A conditional license to maintain two Pets, as defined above, in the Unit is granted to residents, subject to the following conditions and reservations:

(a) Dogs must be kept on a leash at all times while on the Common Elements.

(b) Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces. Owners of Pets are required to clean up after their Pets.

(c) An owner is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit Owner and/or tenant shall be required to reimburse the Association for the amount of the damage.

(d) Aquarium fish are permitted, but are not counted in the two pet limitation.

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

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

10.8 Sound and Noise Transmission. It is not possible to completely eliminate sound and noise transmission in buildings such as the structures upon the Condominium Property. As such, no activity is permitted on any portion of the Condominium Property which would constitute a nuisance or harass, annoy or inconvenience any other person lawfully occupying any portion of the Condominium Property.

10.9 Signs. Subject to the provisions of the Easement Agreement, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed on the exterior of a Unit, Limited Common Elements or Condominium Property by anyone without prior written consent of the Association. The foregoing includes signs within a Unit which are visible from outside the Unit.

10.10 Balcony Restrictions. To promote an attractive appearance of the balconies, patios or terraces that are a part of the residential buildings' balconies, patios or terraces, decorations and improvements shall be subject to prior written approval of the Association. The balconies, patios or terraces shall be kept neat, clean and free from trash at all times. Balconies, patios or terraces may not be screened, except in accordance with a uniform screening plan adopted by the Board of Directors, if any. Flower boxes and plants are allowed inside the balcony railing. The Association shall be solely responsible for painting the walls and doors, which serve to bound the balconies, patios or terraces, and no Unit Owner or tenant shall be permitted to paint such walls or doors. Unit Owners may change the color of the horizontal surface of the balconies, patios or terraces by painting it with paint, approved by the Association, so that the waterproof surface is appropriately maintained. The balconies, patios or terraces shall not be used for storage or for parking bicycles. No objects shall be hung from any balconies other than healthy, maintained plants. No glue down carpet or tile shall be installed on any balconies, patios or terraces. Hot tubs are not permitted on second floor balconies.

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

11. Notice of Lien or Suit.

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

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

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

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

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

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

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

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

12.5 Department of Environmental Protection. The SJRWMD, and its successor agencies and assigns, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the permitted portions of the Surface Water or Stormwater Management System.

13. Amendments.

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

13.2 Declarant. As long as the Declarant holds any Unit for sale in the ordinary course of business, the Declarant may amend this Declaration and the Articles of Incorporation and By-Laws

of the Association to comply with the requirement of any government agency or instrumentality or an Institutional First Mortgagee willing to make, insure or guarantee loans for the development of the Condominium, or to make, insure, guarantee, or purchase permanent mortgage loans secured by a Unit, or any amendment necessary to comply with governmental laws, regulations or requirements applicable to the Condominium, or any amendment to correct errors or inconsistencies in this Declaration or the Articles or By-Laws of the Association, or to exercise other amendment rights specifically reserved herein or any amendment Declarant shall determine is necessary to effect Declarant's development intent and which does not violate the limitations of paragraph 13.3. Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit without the consent of the mortgagee.

13.3 Proviso. Provided however, except as to Declarant's right to add Phase II as herein described, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus, unless the record Owner of the Unit concerned and all record owners of liens on the Unit join in the execution of the amendment, and unless the record owners of all other Units approve the amendment.

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

13.5 Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the permitted portions of the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the SJRWMD and their successor agencies and assigns.

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

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Owners of the Condominium and by at least sixty-seven percent (67%) of the record owners of mortgages upon Units therein owned by Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof.

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

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

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

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or guarantor of

any first mortgage on a Unit shall be entitled to receive from the Association any of the following items upon written request:

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

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

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within sixty (60) days. The notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee, or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

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

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

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

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

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

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

19. Phased Development. The Declarant reserves the right, but shall not have the obligation, to submit Phase II to the condominium form of ownership under the terms and conditions of this Declaration and the Condominium Act. Nothing herein shall be deemed to require Declarant to develop Phase II as part of this Condominium, and Declarant reserves the right to develop all or

some of Phase II for uses other than as a part of this Condominium. Notwithstanding the foregoing, the Association shall be responsible for the operation and maintenance of Phase II.

19.1 Procedure. Phase II shall become part of this Condominium upon the election of the Declarant and the recordation of an amendment to this Declaration, executed only by Declarant, extending the terms and conditions of this Declaration to Phase II, without the consent of any person or entity.

19.2 Phase II Descriptions. A survey showing the approximate location of Phase II is also set forth in **Exhibit "B."** Declarant reserves the right to make non-material changes in the legal description of Phase II. Declarant further reserves the right to amend the provisions of this paragraph and the phase plan attached hereto as **Exhibit "B"** to comply with the requirements of governmental authorities or to modify the plot plan as to matters affecting Phase II. Declarant reserves the right to develop Phase II for uses other than as part of this Condominium.

19.3 Impact. The impact of the addition of Phase II to the Condominium will be to cause the Phase II land and improvements located thereon to be owned jointly by the Owners of Phase I as Common Elements. Each Unit Owner has one membership in the Association for each Unit owned; therefore, the addition of Phase II will not increase the number of members and votes in the Association.

19.4 Unit and Building Descriptions. Under Declarant's present development plan, if Phase II is added to the Condominium, the minimum and maximum numbers and sizes of the units and buildings will not change as Phase II does not contain any residential Units. Notwithstanding whether Phase II is added to the Condominium, the Condominium will contain a total of one hundred and four (104) units.

19.5 Undivided Share of Common Elements, Common Expenses and Common Surplus. Since Phase II does not contain any residential Units, if Phase II is added to the Condominium, the percentage share allocated to each Unit in Phase I will not change.

19.6 Addition of Phases. Declarant's right to unilaterally add Phase II to this Condominium expires seven (7) years from the date of recording of this Declaration.

19.7 No Encumbrance. The provisions of this Declaration shall not constitute an encumbrance on or grant to the Association or a Unit Owner or any other party of any right, claim or interest in Phase II until, if the Declarant so elects, Phase II is added to this Condominium in accordance with this Declaration, and then the encumbrance, right, claim or interest, if any, shall extend only to the area of the Phase II area so added.

19.8 Recreational Facilities and Areas. The recreational areas and common facilities described on **Exhibit "B"** as being in Phase I and any personal property owned by the Association will be owned as Common Elements by all Unit Owners. No additional recreational facilities will be added to the Condominium aside from those located in Phase I. The Clubhouse, which is located beyond the boundaries of the Condominium, is not a part of the Common Elements.

19.9 No Timeshare Estates. Timeshare estates shall not be created with respect to any phase of the Condominium.

20. Marina and Second Marina.

20.1 General. The Marina and proposed Second Marina are not a part of this Condominium. The Declarant reserves the right to develop and operate the Marina and proposed Second Marina separate and apart from this Condominium. In addition, the Declarant reserves the right to make available to interested persons, including the general public and Unit Owners, the opportunity to purchase the exclusive right to use a Boat Slip located at the Marina or proposed Second Marina. Access to the Marina and proposed Second Marina over and across the Condominium Property shall be pursuant to the Easement Agreement. The Declarant has reserved parking spaces located on Condominium Property for the benefit of the Marina and proposed Second Marina. A copy of the Easement Agreement is attached hereto as **Exhibit "G"**.

20.2 Reciprocal Use Agreements. The Declarant reserves the right to cause the Association to enter into reciprocal use agreements with the Marina Association and Second Marina Association which are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners provided that such agreements are fair and reasonable and provided that the parties to the agreements are obligated to pay a proportionate share of the costs associated with the portions of the Condominium Property and Marina or Second Marina property subject to such agreements.

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

22. Mortgagee's Consent. The consent to this Declaration of all holders of mortgages encumbering the Condominium Property as of the date hereof are attached hereto as **Exhibit "J"**.

[signatures begin on the next page]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium this 12th day of April, 2007.

DECLARANT:

Signed, sealed, and delivered:
in the presence of:

**CEDAR SHORES, LTD.,
a Florida limited partnership**

By: CSJ MANAGEMENT, INC.
a Florida corporation for profit,
Its General Partner

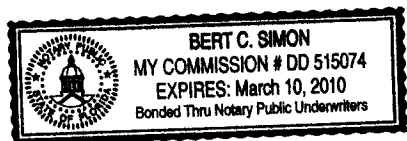
Dana L. Martin
Print Name: Dana L. Martin

Bert C. Simon
Print Name: BERT C. SIMON

[Signature]
By: _____
Print Name: Charles D. Chupp
Title: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of April, 2007, by Charles D. Chupp, as President of Cedar Shores, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida
at Large Bert C. Simon
Print Name
My commission expires:
My commission number is:

EXHIBIT LIST

Exhibit "A"	Legal Description of the Condominium
Exhibit "B"	Graphic Description of the Condominium
Exhibit "C"	Surveyor's Certificate
Exhibit "D"	Percentage Share in Common Elements, Common Expenses and Common Surplus
Exhibit "E"	Articles of Incorporation
Exhibit "F"	By Laws
Exhibit "G"	Declaration of Easements, Covenants and Restrictions
Exhibit "H"	Recreational Easement and Use Agreement
Exhibit "I"	Legal Description of Non-Access Easement
Exhibit "J"	Mortgagee's Consent

**EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM
OF
COASTAL CREEK CONDOMINIUMS**

LEGAL DESCRIPTION

The legal description of Coastal Creek Condominium shall be subject to the following:

- (1) Declaration of Easements, Covenants, and Restrictions recorded at Official Records Book _____, Page _____ of the Public Records of Duval County, Florida;
- (2) Access and Utilities Easements recorded at Official Records Book _____, Page _____ of the Public Records of Duval County, Florida;
- (3) Recreational Easement and Use Agreement recorded simultaneously with this Declaration of Condominium;
- (4) Non-Access Easement recorded simultaneously with this Declaration of Condominium;
and
- (5) All other easements, covenants, conditions and restrictions of record.

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTYCOASTAL CREEK CONDOMINIUMSPHASE I

DESCRIPTION AS PROVIDED:

PARCEL 1:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF THE OLD ORANGE PARK ROAD, AS CLOSED BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA, AND DESCRIBED IN DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PART OF THAT TRACT MARKED "WEST", AND A PART OF LOT 11, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, OF SAID CURRENT PUBLIC RECORDS, TOGETHER WITH A PARCEL OF FORMER SUBMERGED LANDS IN THE CEDAR RIVER ABUTTING UPLANDS IN SECTION 42, TOWNSHIP 3 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 20, BLOCK 1, AS SHOWN ON THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID PUBLIC RECORDS, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST" TRACT; THENCE SOUTH 77°39' EAST ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 3, AS SHOWN ON SAID PLAT OF CEDAR SHORES UNIT 3; AND ALONG A SOUTHEASTERLY PROLONGATION THEREOF, 245.19 FEET; THENCE SOUTH 47°47'47" EAST, 21.12 FEET; THENCE SOUTH 66°31'18" EAST, 132.00 FEET TO THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF OLD ORANGE PARK ROAD, AS CLOSED AND DESCRIBED IN SAID DEED BOOK 1518, PAGE 383 AND SAID OFFICIAL RECORDS VOLUME 2807, PAGE 466; THENCE SOUTH 23°30'00" WEST, ALONG LAST SAID LINE, 61.82 FEET; THENCE SOUTH 54°29'50" EAST, 40.89 FEET TO THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD; THENCE N. 23° 30' 00" E., ALONG THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD, A DISTANCE OF 560 FEET, MORE OR LESS TO THE FACE OF AN EXISTING WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER; THENCE WESTERLY ALONG THE NORTHERLY FACE OF SAID WOODEN BULKHEAD AND ALONG THE WATERS OF SAID CEDAR RIVER, 465.0 FEET, MORE OR LESS, TO A POINT WHICH LIES, NORTH 21° 38' EAST, 440.0 FEET, MORE OR LESS, AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3 AND A NORTHERLY PROLONGATION THEREOF; THENCE SOUTH 21° 38' WEST ALONG SAID LAST MENTIONED LINE, 440.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
10' STRIP

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 AND A PORTION OF WEST TRACT, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9058, PAGE 2318 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 08°39'13" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 27.48 FEET; THENCE NORTH 12°11'19" EAST, CONTINUING ALONG LAST SAID LINE 32.72 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9125, PAGE 1168 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 24°32'10" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 371.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 24°32'10" EAST, ALONG LAST SAID LINE, 7.99 FEET; THENCE NORTH 21°38'00" EAST, 5.03 FEET; THENCE NORTH 73°38'00" EAST, 64.50 FEET; THENCE SOUTH 74°36'41" EAST, 358.00 FEET; THENCE SOUTH 65°30'00" EAST, 45.00 FEET; THENCE SOUTH 23°30'00" WEST, 10.00 FEET; THENCE NORTH 65°30'00" WEST, 44.39 FEET; THENCE NORTH 74°36'41" WEST, 352.36 FEET; THENCE SOUTH 73°38'00" WEST, 69.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,508 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

COASTAL CREEK CONDOMINIUMS

PHASE I

DESCRIPTION AS PROVIDED:

PARCEL 2:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, AND RUN N. 08° 39' 13" W., A DISTANCE OF 27.46 FEET; THENCE N. 12° 11' 19" E., A DISTANCE OF 32.72 FEET; THENCE N. 58° 34' 32" E., A DISTANCE OF 31.97 FEET TO THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3; THENCE S. 21° 38' 00" W., ALONG SAID EASTERLY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF BEGINNING. CONTAINING 943.27 SQUARE FEET, MORE OR LESS.

DESCRIPTION AS PROVIDED:

PARCEL 3:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

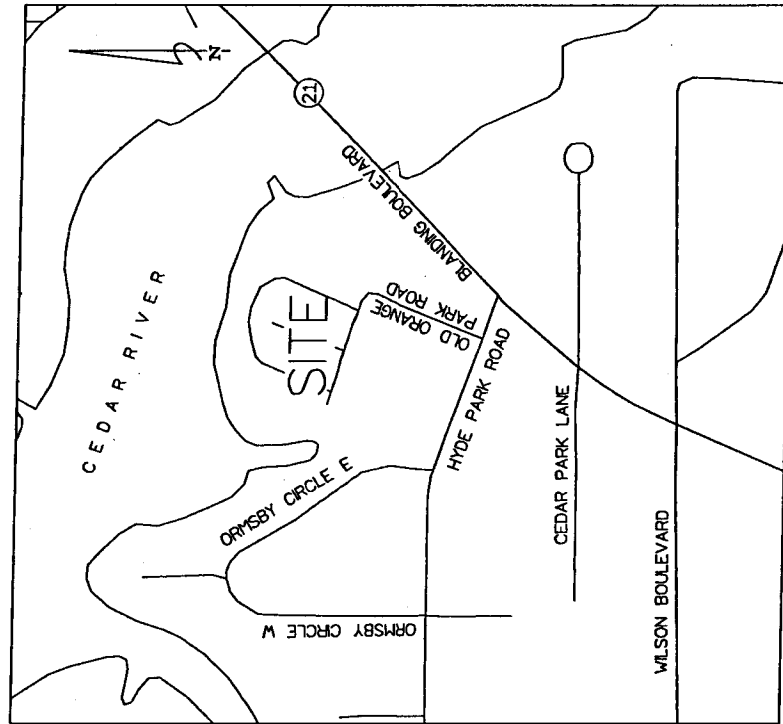
FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N.21°38'00"E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 20, BLOCK 1, 81.54 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE N.21°38'00"E., ALONG SAID SOUTHERLY LINE, 353.43 FEET TO A POINT THAT IS 5.5 FEET MORE OR LESS, SOUTHWESTERLY FROM THE WATERS OF CEDAR RIVER; THENCE S.24°32'10"W., 379.47 FEET; THENCE N.58°34'53"E., 31.97 FEET TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRES OR 3,395 SQUARE FEET MORE OR LESS.

NOTES TO GRAPHIC DESCRIPTION OF IMPROVEMENTS
(Exhibit "B" to Declaration of Condominium)

COASTAL CREEK CONDOMINIUMS

1. The name and address of the Condominium is Coastal Creek Condominiums, 3434 Blanding Boulevard, Jacksonville, Florida 32210.
2. The Common Elements are all portions of the Condominium Property not contained within the Units.
3. The Limited Common Elements include the following items: any structure, improvement or equipment attached to the exterior walls of the building and serving only the particular Unit adjacent to such structure, including without limitation, balconies, porches, patios, and storage areas, the heating, ventilation and air conditioning ("HVAC") equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the Unit, regardless of location, and parking spaces that have been assigned for the exclusive use of a particular Waterfront Unit.
4. Ingress and egress to the Condominium Property is from Hyde Park Road and Old Orange Park Road, which are a publicly dedicated rights of way.
5. The Condominium Property is to be used only for residential purposes and related uses such as recreation, parking and storage. In addition, the Condominium Property shall be used for ingress, egress, parking and signage for the Marina and Second Marina as defined in the Declaration.
6. Parking areas are used for parking, drainage, and ingress and egress. The number of parking places shown is approximate.
7. All improvements depicted on the plot plan, survey and floor plans currently exist on the Property. All dimensions are approximate.

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



VICINITY MAP

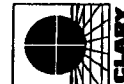
FOR PICTORIAL PURPOSES ONLY/NOT TO SCALE

PREPARED BY:

Clary & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

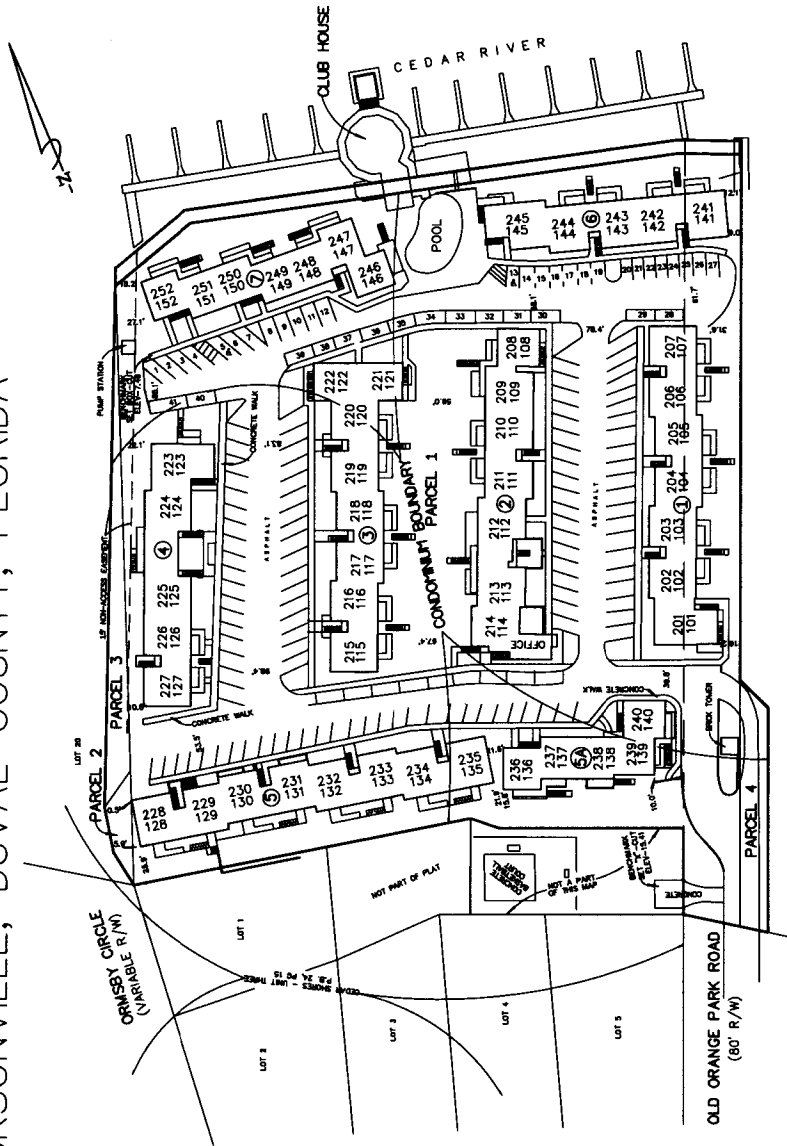
1000 WEST PORT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703



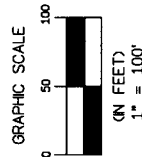
DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

SITEPLAN



⊙ DENOTES BUILDING NUMBERS
& DENOTES HANDICAP PARKING SPACE
NUMBERED PARKING SPACES ARE RESERVED PARKING SPACES



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
2000 CHANCEWAY ROAD
JACKSONVILLE, FLORIDA 32257
(904) 262-2703



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT: SHEET: DATE: 3-8-07

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DESCRIPTION AS PROVIDED:

PARCEL 2:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, AND RUN N. 08° 39' 13" W., A DISTANCE OF 27.46 FEET; THENCE N. 12° 11' 19" E., A DISTANCE OF 32.72 FEET; THENCE N. 58° 34' 32" E., A DISTANCE OF 31.97 FEET TO THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3; THENCE S. 21° 38' 00" W., ALONG SAID EASTERLY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF BEGINNING. CONTAINING 943.27 SQUARE FEET, MORE OR LESS.

PREPARED BY:

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-2703

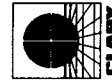


EXHIBIT:

SHEET:

DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

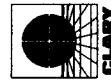
DESCRIPTION AS PROVIDED:

PARCEL 3:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N.21°38'00"E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 20, BLOCK 1, 81.54 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED: THENCE CONTINUE N.21°38'00"E., ALONG SAID SOUTHERLY LINE, 353.43 FEET TO A POINT THAT IS 5.5 FEET MORE OR LESS, SOUTHWESTERLY FROM THE WATERS OF CEDAR RIVER; THENCE S.24°32'10"W., 379.47 FEET; THENCE N.58°34'53"E., 31.97 FEET TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRES OR 3,395 SQUARE FEET MORE OR LESS.

PREPARED BY:
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JACKSONVILLE, FLORIDA 32257
(904) 260-2703



DATE: 12-13-04

SHEET:

EXHIBIT:

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY**COASTAL CREEK CONDOMINIUMS****PHASE II**

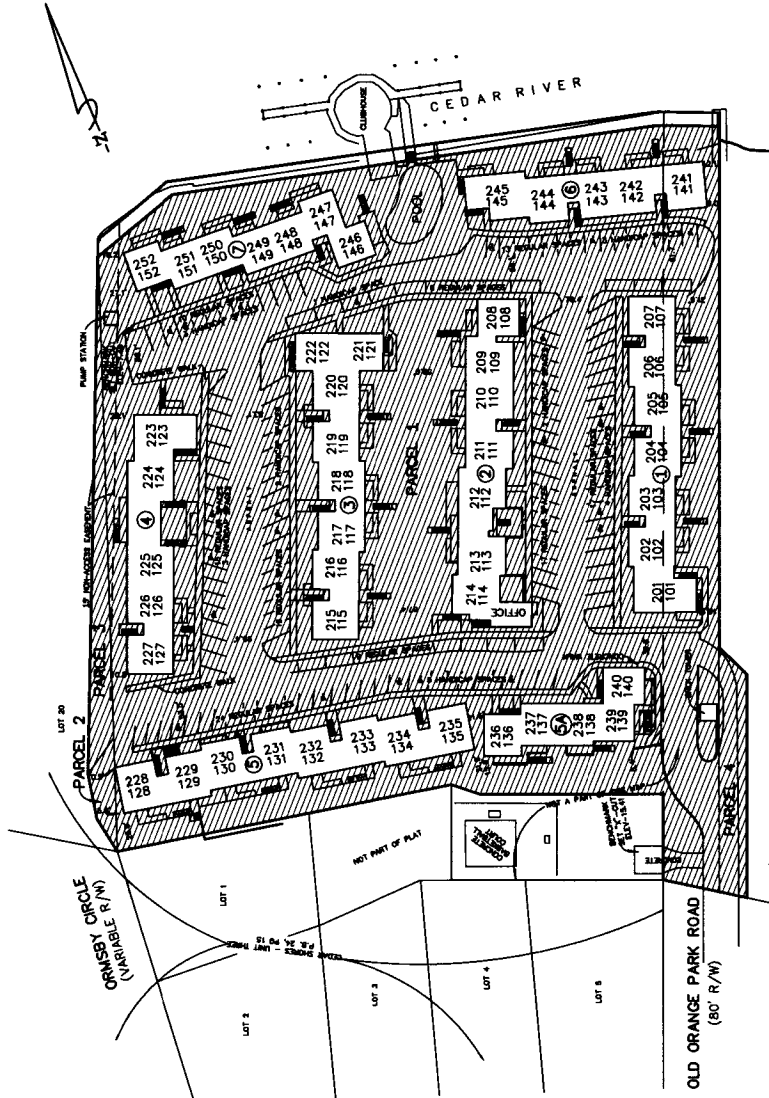
A PORTION OF LOT 1 AND 2, BLOCK 8, ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO A PART OF OLD ORANGE PARK ROAD CLOSED PER DEED BOOK 1518, PAGE 383 OF SAID CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 5, BLOCK 3, CEDAR SHORES UNIT THREE AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 54°52'50" EAST, ALONG THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12855, PAGE 2403 OF SAID CURRENT PUBLIC RECORDS AND ALONG THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10460, PAGE 993 OF SAID CURRENT PUBLIC RECORDS, 82.63 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10460, PAGE 993; THENCE SOUTH 88°15'44" EAST, ALONG SAID SOUTHERLY LINE, 100.70 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF BLANDING BOULEVARD, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 72170-2539; THENCE NORTH 44°58'40" EAST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF BLANDING BOULEVARD, 20.26 FEET TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 2397, SAID CURRENT PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE NORTH 52°36'42" WEST, ALONG LAST SAID LINE, 37.09 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 65°34'35" WEST, CONTINUING ALONG SAID SOUTHWESTERLY LINE, 65.15 FEET; THENCE NORTH 23°05'29" EAST, ALONG THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED CLOSED PORTION OF OLD ORANGE PARK ROAD, 105.82 FEET; THENCE NORTH 22°44'30" WEST, 80.01 FEET TO THE NORTHWESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 2397; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF LAST SAID LANDS THE FOLLOWING (4) FOUR COURSES AND DISTANCES; COURSE NO. 1: NORTH 23°18'23" EAST, 63.64 FEET; COURSE NO. 2: NORTH 24°33'24" EAST, 91.67 FEET; COURSE NO. 3: NORTH 25°13'38" EAST, 59.69 FEET; COURSE NO. 4: NORTH 22°24'11" EAST, 20.21 FEET; THENCE SOUTH 72°08'49" EAST, 95.17 FEET; THENCE SOUTH 29°35'11" EAST, 43.44 FEET; THENCE SOUTH 10°53'06" EAST, 3.54 FEET; THENCE SOUTH 12°21'34" EAST, 13.96 FEET; THENCE SOUTH 13°32'06" EAST, 3.48 FEET; THENCE SOUTH 12°53'37" EAST, 89.75 FEET; THENCE SOUTH 09°15'03" EAST, 41.80 FEET; THENCE SOUTH 15°15'56" WEST, 25.65 FEET TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD; THENCE SOUTH 44°58'40" WEST, ALONG LAST SAID LINE, 235.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.47 ACRES, MORE OR LESS.

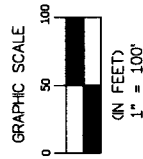
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

COMMON AREA SITEPLAN



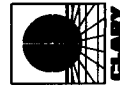
NUMBERED PARKING SPACES ARE RESERVED PARKING SPACES

- ⑥ DENOTES BUILDING NUMBERS
- ♿ DENOTES HANDICAP PARKING SPACE
- ▨ DENOTES COMMON AREA



PREPARED BY:

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
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JACKSONVILLE, FLORIDA 32257
(904) 260-2703



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

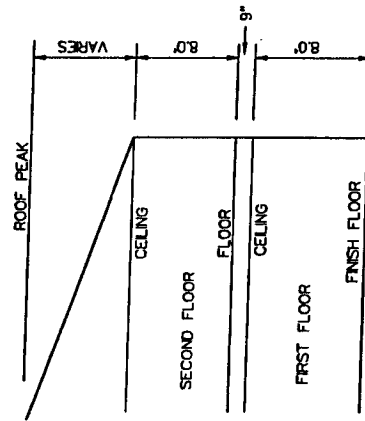
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SHEET:

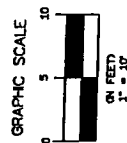
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COASTAL CREEK CONDOMINIUMS

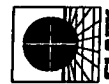
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



ELEVATIONAL VIEW



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3830 CROWN POINT BLVD.
 JACKSONVILLE, FLORIDA 32217
 904 280-2700



COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 1

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	Ceiling	2nd Floor
101	TYPE J (3 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
201	TYPE J (3 BEDROOM, 2 BATH) UPSTAIRS			19.91
102	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
202	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			19.91
103	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
203	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			19.91
104	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
204	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			19.91
105	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
205	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			19.91
106	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
206	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			19.91
107	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	11.15	19.15	
207	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			19.91

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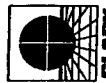


EXHIBIT: SHEET:

DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 2

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	2nd Floor	Ceiling
108	TYPE A3 (1 BEDROOM, 1 BATH) DOWNSTAIRS	10.85		18.85
208	TYPE A3 (1 BEDROOM, 1 BATH) UPSTAIRS		19.61	27.61
109	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.85		18.85
209	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS		19.61	27.61
110	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.85		18.85
210	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS		19.61	27.61
111	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.85		18.85
211	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS		19.61	27.61
112	TYPE J (3 BEDROOM, 2 BATH) DOWNSTAIRS	10.85		18.85
212	TYPE J (3 BEDROOM, 2 BATH) UPSTAIRS		19.61	27.61
113	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.85		18.85
213	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS		19.61	27.61
114	TYPE G MODIFIED (2 BEDROOM, 2.5 BATH) DOWNSTAIRS	10.85		18.85
214	TYPE G (2 BEDROOM, 2 BATH) UPSTAIRS		19.61	27.61

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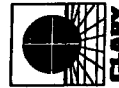


EXHIBIT:

SHEET:

DATE: 6-9-06

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 3

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	Ceiling	2nd Floor
115	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.97	17.97	
215	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			18.73
				26.73
116	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.97	17.97	
216	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			18.73
				26.73
117	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.97	17.97	
217	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			18.73
				26.73
118	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.97	17.97	
218	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			18.73
				26.73
119	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.97	17.97	
219	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			18.73
				26.73
120	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.97	17.97	
220	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			18.73
				26.73
121	TYPE C1 (1 BEDROOM, 1 BATH) DOWNSTAIRS	9.97	17.97	
221	TYPE C2 (1 BEDROOM, 1 BATH) UPSTAIRS			18.73
				26.73
122	TYPE C1-REVERSE (1 BEDROOM, 1 BATH) DOWNSTAIRS	9.97	17.97	
222	TYPE C2-REVERSE (1 BEDROOM, 1 BATH) UPSTAIRS			18.73
				26.73

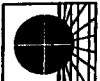

 PREPARED BY:
 Clary & Associates, Inc.
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 3050 ORANGE PARK ROAD
 JACKSONVILLE, FLORIDA 32217
 904 280-2703

EXHIBIT: SHEET: DATE: 6-9-06

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 4

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	2nd Floor	Ceiling
123	TYPE J-REVERSE (3 BEDROOM, 2 BATH) DOWNSTAIRS	9.35		17.35
223	TYPE J-REVERSE (3 BEDROOM, 2 BATH) UPSTAIRS		18.11	26.11
124	TYPE J (3 BEDROOM, 2 BATH) DOWNSTAIRS	9.35		17.35
224	TYPE J (3 BEDROOM, 2 BATH) UPSTAIRS		18.11	26.11
125	TYPE J-REVERSE (3 BEDROOM, 2 BATH) DOWNSTAIRS	9.35		17.35
225	TYPE J-REVERSE (3 BEDROOM, 2 BATH) DOWNUPSTAIRS		18.11	26.11
126	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.35		17.35
226	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS		18.11	26.11
127	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	9.35		17.35
227	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS		18.11	26.11

PREPARED BY:
Clary & Associates, Inc.
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 3150 GUNTER STREET, SUITE 200
 JACKSONVILLE, FLORIDA 32207
 904 280-2703

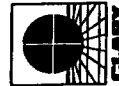


EXHIBIT:

SHEET:

DATE: 6-9-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 5

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	Ceiling	2nd Floor
128	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
228	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
129	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
229	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
130	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
230	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
131	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
231	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
132	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
232	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
133	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
233	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
134	TYPE F-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
234	TYPE F-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			22.55
135	TYPE F (2 BEDROOM, 2 BATH) DOWNSTAIRS	13.79	21.79	
235	TYPE F (2 BEDROOM, 2 BATH) UPSTAIRS			22.55


 PREPARED BY:
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EXHIBIT: SHEET: DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 5A

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	Ceiling	2nd Floor
136	TYPE B1 (2 BEDROOM, 2 BATH) DOWNSTAIRS	12.82	20.82	
236	TYPE B1 (2 BEDROOM, 2 BATH) UPSTAIRS			21.58
137	TYPE A1 (2 BEDROOM, 2 BATH) DOWNSTAIRS	12.82	20.82	
237	TYPE A1 (2 BEDROOM, 2 BATH) UPSTAIRS			21.58
138	TYPE B1 (2 BEDROOM, 2 BATH) DOWNSTAIRS	12.82	20.82	
238	TYPE B1 (2 BEDROOM, 2 BATH) UPSTAIRS			21.58
139	TYPE A2 (2 BEDROOM, 2 BATH) DOWNSTAIRS	12.82	20.82	
239	TYPE A2 (2 BEDROOM, 2 BATH) UPSTAIRS			21.58
140	TYPE B2 (2 BEDROOM, 2 BATH) DOWNSTAIRS	12.82	20.82	
240	TYPE B2 (2 BEDROOM, 2 BATH) UPSTAIRS			21.58

PREPARED BY:

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 3530 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 280-2703



EXHIBIT:

SHEET:

DATE: 6-9-06

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

ELEVATIONAL TABULATION BUILDING NUMBER 6

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	Ceiling	2nd Floor
141	TYPE H-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.79	18.79	
241	TYPE H-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			19.55
142	TYPE H (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.79	18.79	
242	TYPE H (2 BEDROOM, 2 BATH) UPSTAIRS			19.55
143	TYPE H-REVERSE (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.79	18.79	
243	TYPE H-REVERSE (2 BEDROOM, 2 BATH) UPSTAIRS			19.55
144	TYPE H (2 BEDROOM, 2 BATH) DOWNSTAIRS	10.79	18.79	
244	TYPE H (2 BEDROOM, 2 BATH) UPSTAIRS			19.55
145	TYPE I (3 BEDROOM, 2 BATH) DOWNSTAIRS	10.79	18.79	
245	TYPE I (3 BEDROOM, 2 BATH) UPSTAIRS			19.55

PREPARED BY:
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 PROFESSIONAL LAND SURVEYORS
 3030 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 904 760-2703

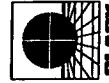


EXHIBIT: SHEET:

DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

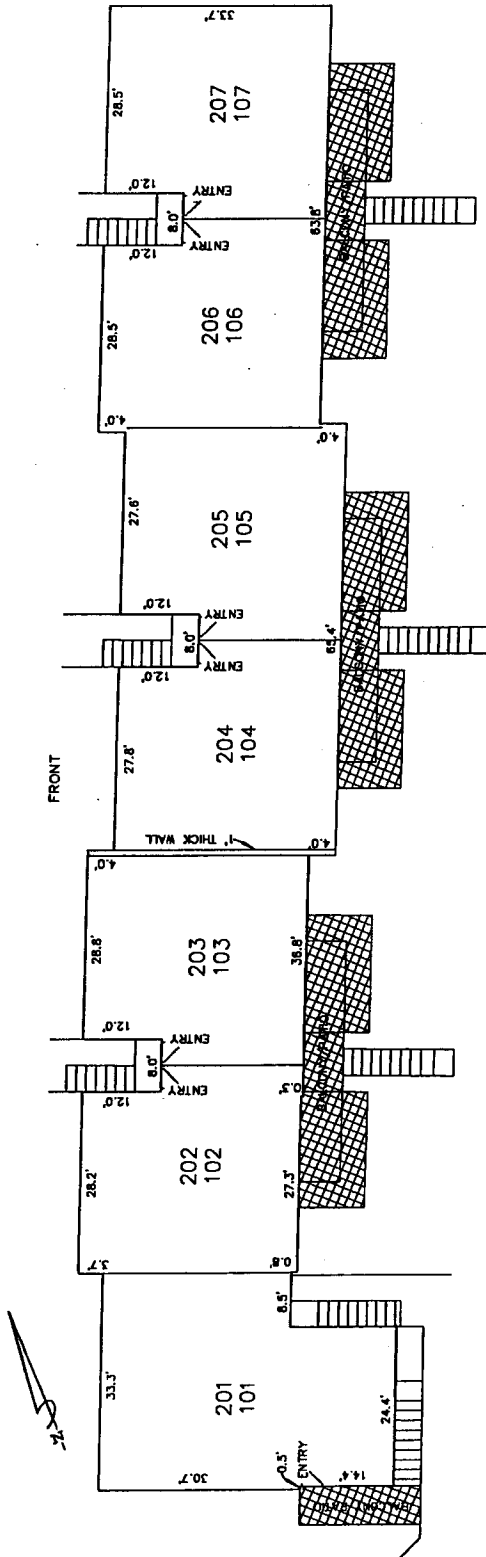
ELEVATIONAL TABULATION BUILDING NUMBER 7

Unit No.	Unit Type	ELEVATIONS		
		1st Floor	Ceiling	2nd Floor
146	TYPE E (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
246	TYPE E (1 BEDROOM, 1 BATH) UPSTAIRS			17.73
147	TYPE E (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
247	TYPE E (1 BEDROOM, 1 BATH) UPSTAIRS			17.73
148	TYPE D (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
248	TYPE D (1 BEDROOM, 1 BATH) UPSTAIRS			17.73
249	TYPE D-REVERSE (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
249	TYPE D-REVERSE (1 BEDROOM, 1 BATH) UPSTAIRS			17.73
150	TYPE E-REVERSE (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
250	TYPE E-REVERSE (1 BEDROOM, 1 BATH) UPSTAIRS			17.73
151	TYPE D-REVERSE (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
251	TYPE D-REVERSE (1 BEDROOM, 1 BATH) UPSTAIRS			17.73
152	TYPE E-REVERSE (1 BEDROOM, 1 BATH) DOWNSTAIRS	8.97	16.97	
252	TYPE E-REVERSE (1 BEDROOM, 1 BATH) UPSTAIRS			17.73


 PREPARED BY:
 Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32217
 904 280-4703

EXHIBIT: _____ SHEET: _____ DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



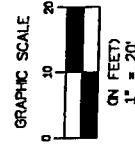
BUILDING NO. 1 FLOORPLAN

(2) TYPE J (3 BEDROOM, 2 BATH)
101 - DOWNSTAIRS UNIT
201 - UPSTAIRS UNIT

(6) TYPE F-REVERSE (2 BEDROOM, 2 BATH)
102 - DOWNSTAIRS UNIT
202 - UPSTAIRS UNIT
103 - DOWNSTAIRS UNIT
203 - UPSTAIRS UNIT
104 - DOWNSTAIRS UNIT
204 - UPSTAIRS UNIT
105 - DOWNSTAIRS UNIT
205 - UPSTAIRS UNIT
106 - DOWNSTAIRS UNIT
206 - UPSTAIRS UNIT

(6) TYPE F (2 BEDROOM, 2 BATH)
103 - DOWNSTAIRS UNIT
203 - UPSTAIRS UNIT
105 - DOWNSTAIRS UNIT
205 - UPSTAIRS UNIT
107 - DOWNSTAIRS UNIT
207 - UPSTAIRS UNIT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3330 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2700



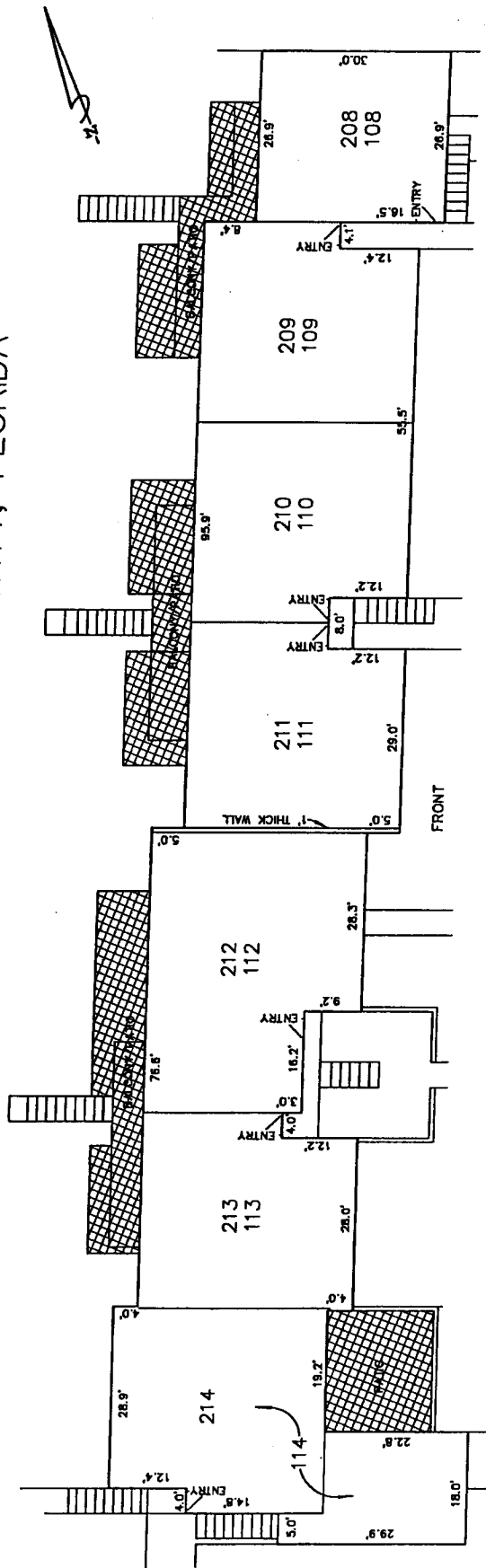
HATCHED AREA DENOTES LIMITED COMMON ELEMENT

NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT: SHEET:

DATE: 12-13-04

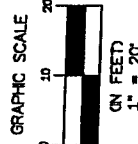
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



BUILDING NO. 2 FLOORPLAN

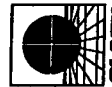
■ DENOTES UNITED COMMON ELEMENT

- (6) TYPE F (2 BEDROOM, 2 BATH)
 - 109 - DOWNSTAIRS UNIT
 - 209 - UPSTAIRS UNIT
 - 111 - DOWNSTAIRS UNIT
 - 211 - UPSTAIRS UNIT
 - 113 - DOWNSTAIRS UNIT
 - 213 - UPSTAIRS UNIT
- (1) TYPE G (2 BEDROOM, 2 BATH)
 - 214 - UPSTAIRS UNIT
- (1) TYPE G MODIFIED (2 BEDROOM, 2 BATH)
 - 114 - DOWNSTAIRS UNIT
- (2) TYPE F-REVERSE (2 BEDROOM, 2 BATH)
 - 110 - DOWNSTAIRS UNIT
 - 210 - UPSTAIRS UNIT
- (2) TYPE A3 (1 BEDROOM, 1 BATH)
 - 108 - DOWNSTAIRS UNIT
 - 208 - UPSTAIRS UNIT
- (2) TYPE J (3 BEDROOM, 2 BATH)
 - 212 - UPSTAIRS UNIT
 - 112 - DOWNSTAIRS UNIT



PREPARED BY:

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703



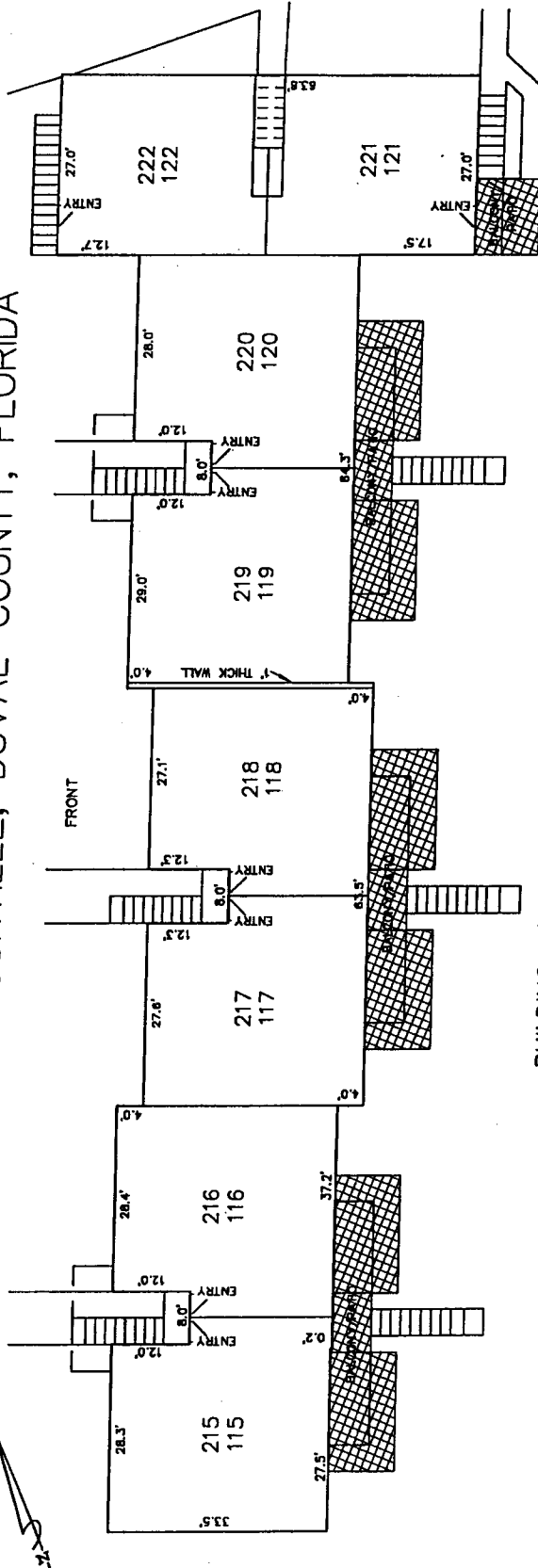
NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

SHEET:

DATE: 6-9-06

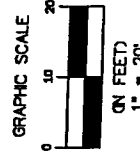
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



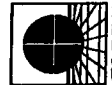
BUILDING NO. 3 FLOORPLAN

- (6) TYPE F (2 BEDROOM, 2 BATH)
 - 116 - DOWNSTAIRS UNIT
 - 216 - UPSTAIRS UNIT
 - 118 - DOWNSTAIRS UNIT
 - 218 - UPSTAIRS UNIT
 - 120 - DOWNSTAIRS UNIT
 - 220 - UPSTAIRS UNIT
- (6) TYPE F-REVERSE (2 BEDROOM, 2 BATH)
 - 115 - DOWNSTAIRS UNIT
 - 215 - UPSTAIRS UNIT
 - 117 - DOWNSTAIRS UNIT
 - 217 - UPSTAIRS UNIT
 - 119 - DOWNSTAIRS UNIT
 - 219 - UPSTAIRS UNIT
- (1) TYPE C1 (1 BEDROOM, 1 BATH)
 - 121 - DOWNSTAIRS UNIT
- (1) TYPE C2 (1 BEDROOM, 1 BATH)
 - 221 - UPSTAIRS UNIT
- (1) TYPE C1 REVERSE DOWNSTAIRS
 - (1) BEDROOM, 1 BATH
- (1) TYPE C2 REVERSE UPSTAIRS
 - (1) BEDROOM, 1 BATH
- 222 - UPSTAIRS UNIT

■ DENOTES LIMITED COMMON ELEMENT



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-2703

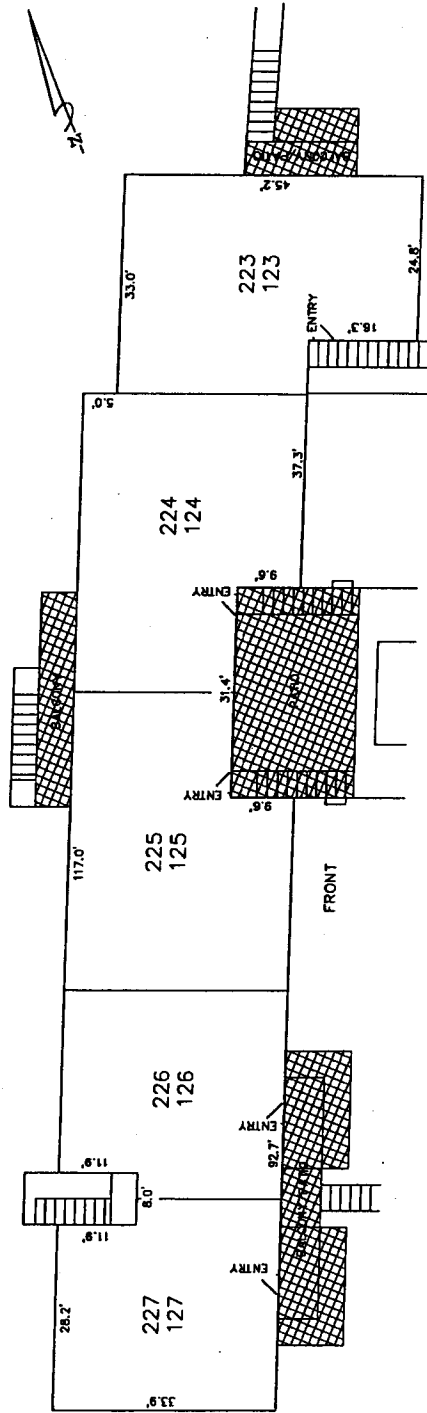


NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT: SHEET:

DATE: 6-9-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



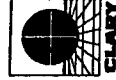
BUILDING NO. 4 FLOORPLAN

- (2) TYPE J (3 BEDROOM, 2 BATH)
124 - DOWNSTAIRS UNIT
224 - UPSTAIRS UNIT
- (2) TYPE F (2 BEDROOM, 2 BATH)
126 - DOWNSTAIRS UNIT
226 - UPSTAIRS UNIT
- (4) TYPE J-REVERSE (3 BEDROOM, 2 BATH)
123 - DOWNSTAIRS UNIT
223 - UPSTAIRS UNIT
125 - DOWNSTAIRS UNIT
225 - UPSTAIRS UNIT
- (2) TYPE F-REVERSE (2 BEDROOM, 2 BATH)
127 - DOWNSTAIRS UNIT
227 - UPSTAIRS UNIT

■ DENOTES LIMITED COMMON ELEMENT



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 280-2703



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

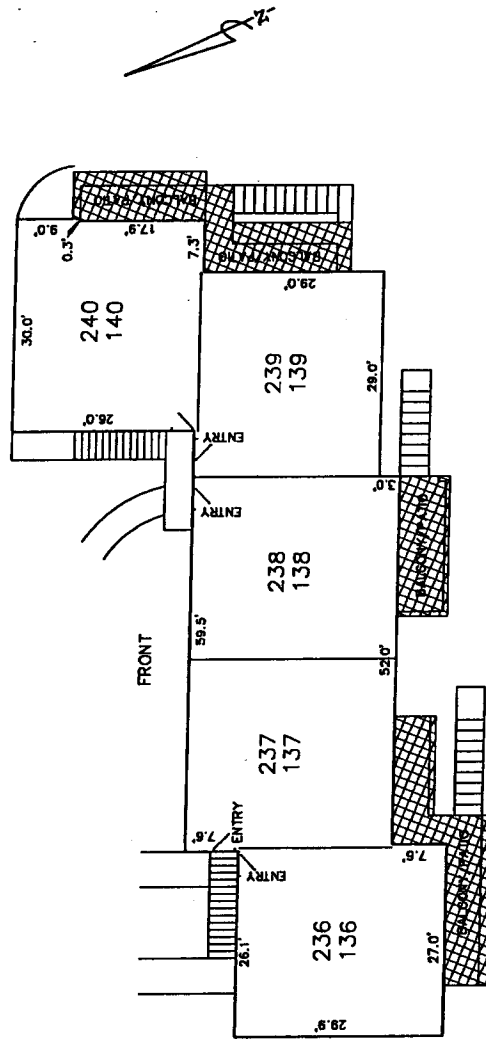
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DATE: 12-13-04

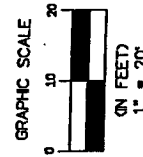
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING NO. 5A FLOORPLAN

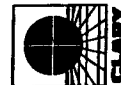
- (4) TYPE B1 (2 BEDROOM, 2 BATH)
136 - DOWNSTAIRS UNIT
236 - UPSTAIRS UNIT
138 - DOWNSTAIRS UNIT
238 - UPSTAIRS UNIT
- (2) TYPE B2 (2 BEDROOM, 2 BATH)
140 - DOWNSTAIRS UNIT
240 - UPSTAIRS UNIT
- (2) TYPE A1 (2 BEDROOM, 2 BATH)
137 - DOWNSTAIRS UNIT
237 - UPSTAIRS UNIT
- (2) TYPE A2 (2 BEDROOM, 2 BATH)
139 - DOWNSTAIRS UNIT
239 - UPSTAIRS UNIT



HATCHED AREA DENOTES LIMITED COMMON ELEMENT



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 245-2703



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

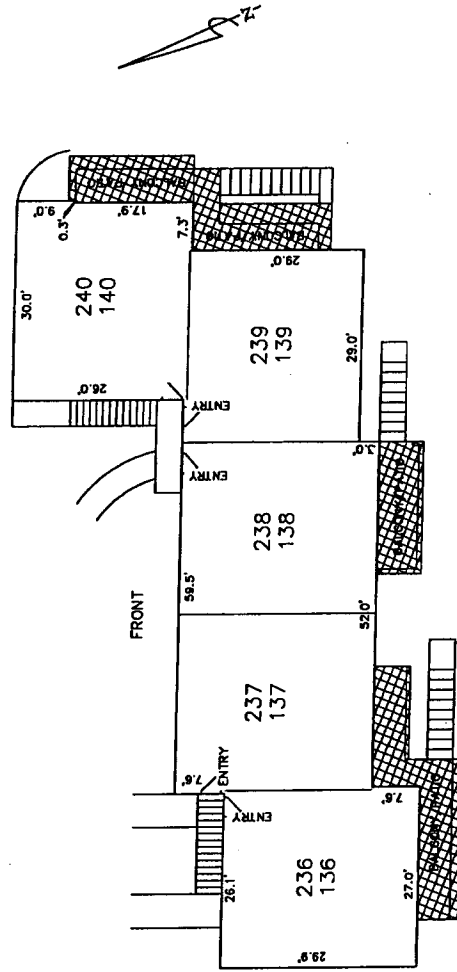
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DATE: 6-9-06

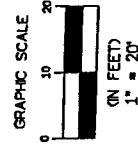
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING NO. 5A FLOORPLAN

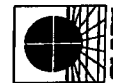
- (4) TYPE B (2 BEDROOM, 2 BATH)
 - 136 - DOWNSTAIRS UNIT
 - 236 - UPSTAIRS UNIT
 - 138 - DOWNSTAIRS UNIT
 - 238 - UPSTAIRS UNIT
- (2) TYPE B-REVERSE (2 BEDROOM, 2 BATH)
 - 140 - DOWNSTAIRS UNIT
 - 240 - UPSTAIRS UNIT
- (2) TYPE A (2 BEDROOM, 2 BATH)
 - 137 - DOWNSTAIRS UNIT
 - 237 - UPSTAIRS UNIT
- (2) TYPE A-REVERSE (2 BEDROOM, 2 BATH)
 - 139 - DOWNSTAIRS UNIT
 - 239 - UPSTAIRS UNIT



▨ DENOTES LIMITED COMMON ELEMENT



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 260-2703



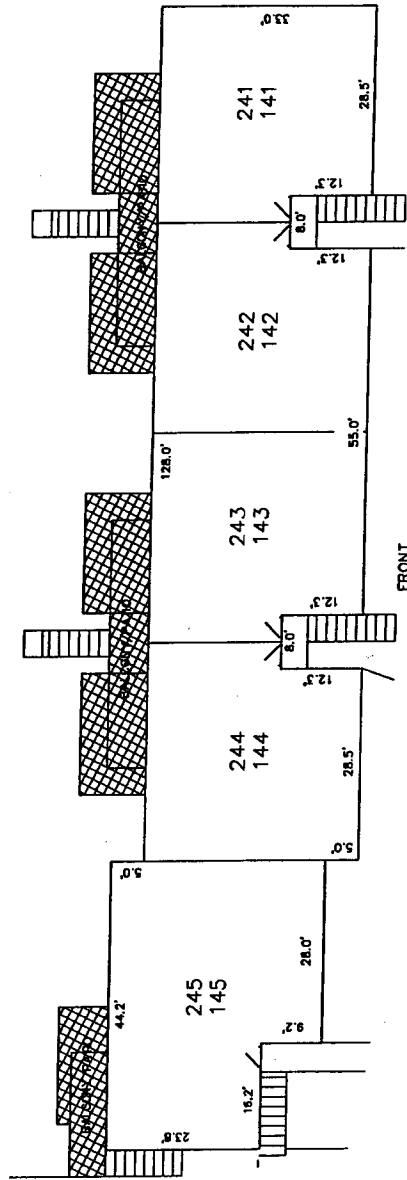
NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

SHEET:

DATE: 12-13-04

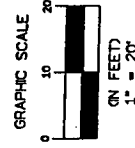
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



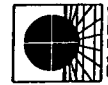
BUILDING NO. 6 FLOORPLAN

- (4) TYPE H (2 BEDROOM, 2 BATH)
 - 142 - DOWNSTAIRS UNIT
 - 242 - UPSTAIRS UNIT
 - 144 - DOWNSTAIRS UNIT
 - 244 - UPSTAIRS UNIT
- (4) TYPE H-REVERSE (2 BEDROOM, 2 BATH)
 - 141 - DOWNSTAIRS UNIT
 - 241 - UPSTAIRS UNIT
 - 143 - DOWNSTAIRS UNIT
 - 243 - UPSTAIRS UNIT
- (2) TYPE I (3 BEDROOM, 2 BATH)
 - 145 - DOWNSTAIRS UNIT
 - 245 - UPSTAIRS UNIT

DENOTES LIMITED COMMON ELEMENT



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3330 CROWLEY POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 264-7703



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

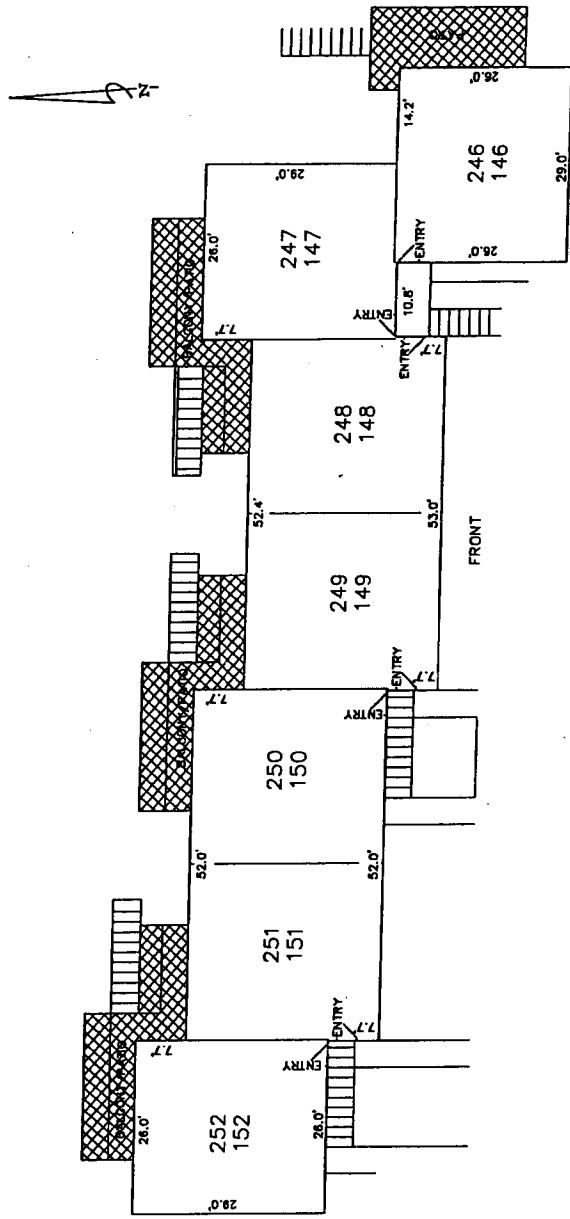
SHEET:

DATE: 12-13-04

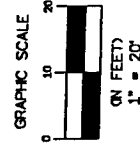
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

BUILDING NO. 7 FLOORPLAN

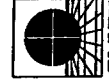
- (4) TYPE E (1 BEDROOM, 1 BATH)
146 - DOWNSTAIRS UNIT
246 - UPSTAIRS UNIT
247 - DOWNSTAIRS UNIT
247 - UPSTAIRS UNIT
- (2) TYPE D (1 BEDROOM, 1 BATH)
148 - DOWNSTAIRS UNIT
248 - UPSTAIRS UNIT
- (4) TYPE D-REVERSE (1 BEDROOM, 1 BATH)
149 - DOWNSTAIRS UNIT
249 - UPSTAIRS UNIT
151 - DOWNSTAIRS UNIT
251 - UPSTAIRS UNIT
- (4) TYPE E-REVERSE (1 BEDROOM, 1 BATH)
150 - DOWNSTAIRS UNIT
250 - UPSTAIRS UNIT
252 - DOWNSTAIRS UNIT
252 - UPSTAIRS UNIT



DENOTES LIMITED COMMON ELEMENT



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 780-2703



NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT: SHEET:

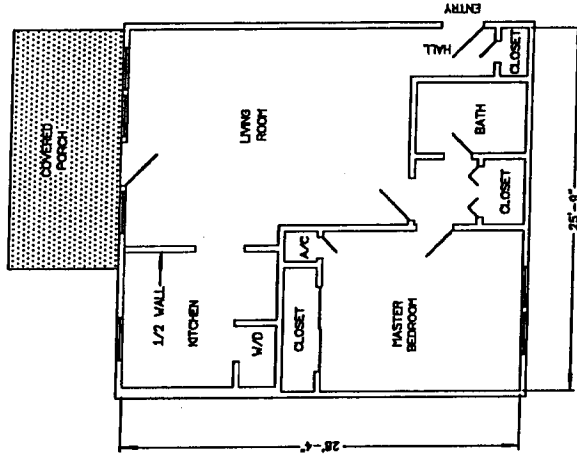
DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - A1
1 BEDROOM-1 BATH
TUB / SHOWER COMBO

LOCATED IN
BUILDING NUMBER: 5A

UNIT NUMBERS
137 - DOWNSTAIRS UNIT
237 - UPSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COTTON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 6-6-06

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
300 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703



COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

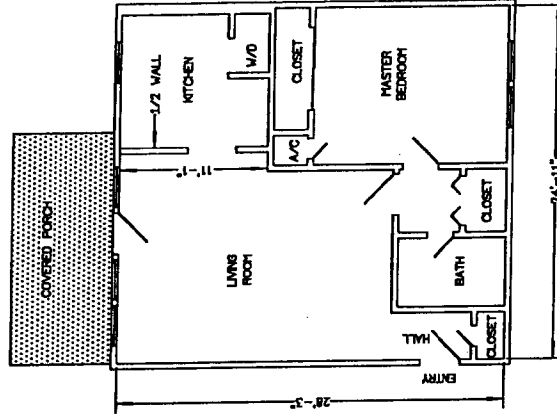
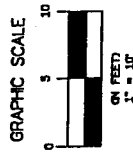
UNIT TYPE - A2
1 BEDROOM-1 BATH
TUB / SHOWER COMBO

LOCATED IN
BUILDING NUMBER: 5A

UNIT NUMBERS

139 - DOWNSTAIRS UNIT

239 - UPSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COMMON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 6-6-06

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3531 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 286-2703

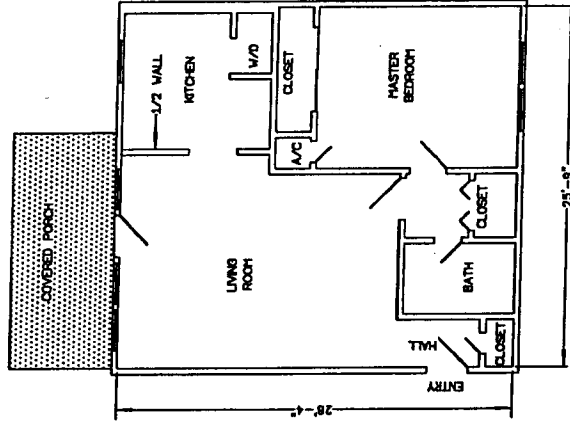
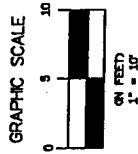


COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - A3
1 BEDROOM-1 BATH
TUB / SHOWER COMBO

LOCATED IN
BUILDING NUMBER: 2

UNIT NUMBERS
108 - DOWNSTAIRS UNIT
208 - UPSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COTTON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3340 GORDON STREET, SUITE 100
JACKSONVILLE, FLORIDA 32207
904 260-2703

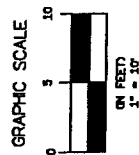


NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 6-6-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

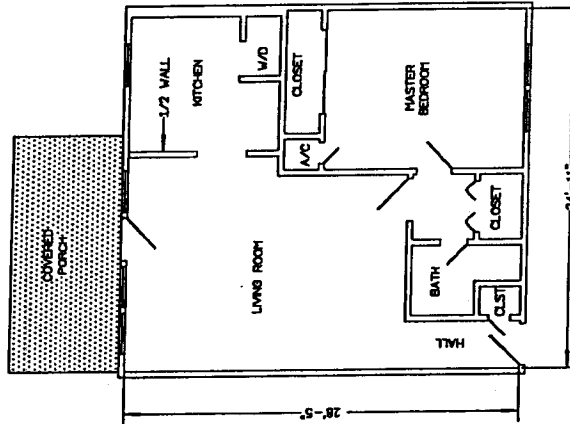
UNIT TYPE - B1
1 BEDROOM
SHOWER ONLY



LOCATED IN
BUILDING NUMBER: 5A

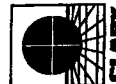
UNIT NUMBERS

136] DOWNSTAIRS UNIT
138]
236] UPSTAIRS UNIT
238]



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 280-2703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

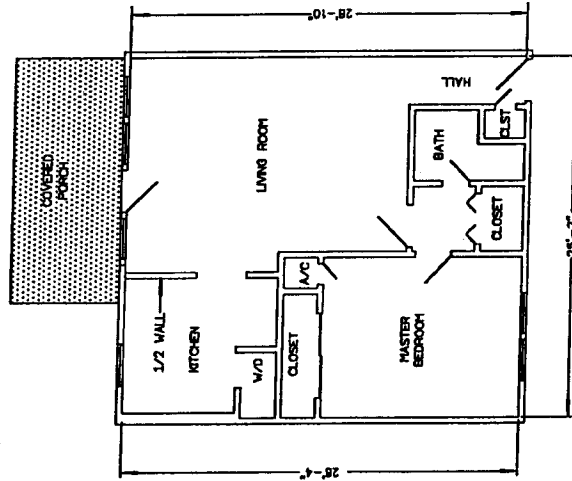
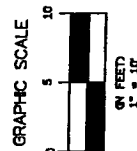
DATE: 6-6-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - B2
1 BEDROOM
SHOWER ONLY

LOCATED IN
BUILDING NUMBER: 5A

UNIT NUMBERS
140 - DOWNSTAIRS UNIT
240 - UPSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
300 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703

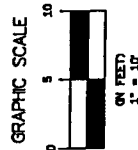


NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

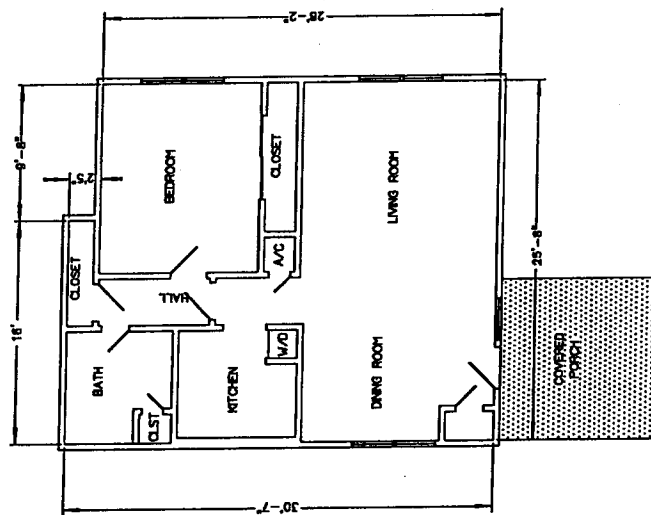
DATE: 6-6-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - C1
1 BEDROOM
TUB / SHOWER COMBO



LOCATED IN
BUILDING NUMBER: 3
UNIT NUMBERS
121 - DOWNSTAIRS UNIT

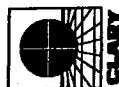


A/C = AIR CONDITIONER
W/O = WASHER/DRYER
LIMITED COMMON ELEMENT

DATE: 6-6-06

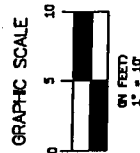
NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 260-2703

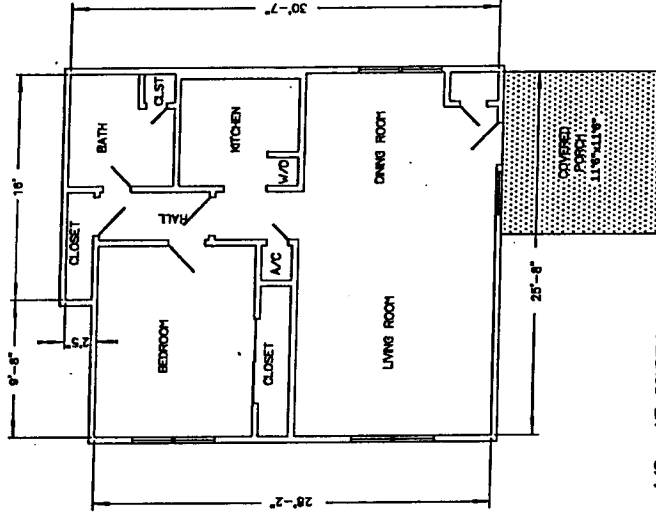


COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - C1-REVERSE
1 BEDROOM
TUB / SHOWER COMBO

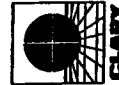


LOCATED IN
BUILDING NUMBER: 3
UNIT NUMBERS
122 - DOWNSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1000 CHERRY PARK ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703

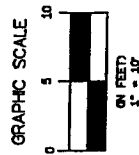


NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

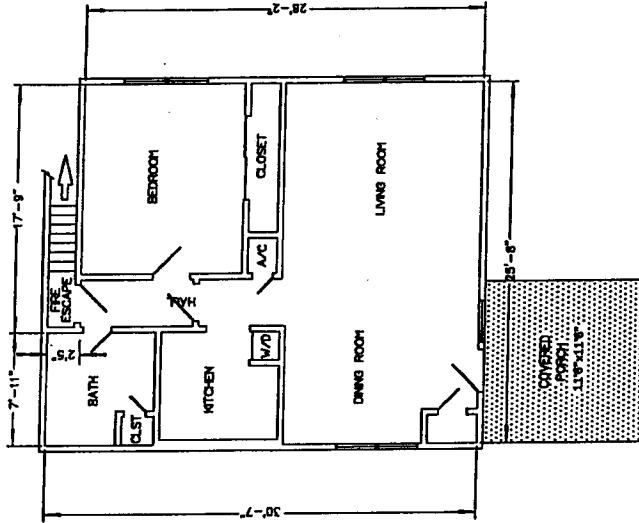
DATE: 6-6-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - C2
1 BEDROOM
TUB / SHOWER COMBO

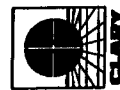


LOCATED IN
BUILDING NUMBER: 3
UNIT NUMBERS
221 - UPSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
300 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32227
904 280-2703

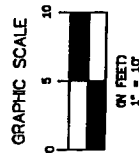


NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

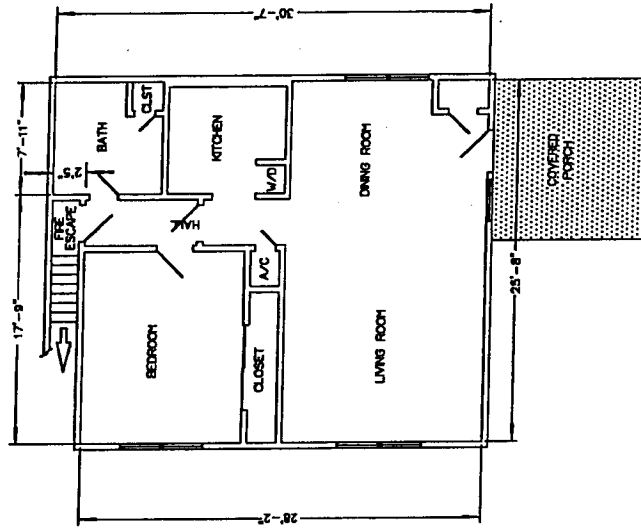
DATE: 6-6-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - C2-REVERSE
1 BEDROOM
TUB / SHOWER COMBO

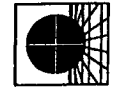


LOCATED IN
BUILDING NUMBER: 3
UNIT NUMBERS
222 - UPSTAIRS UNIT



A/C - AIR CONDITIONER
W/D - WASHER/DRYER
- LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3530 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703



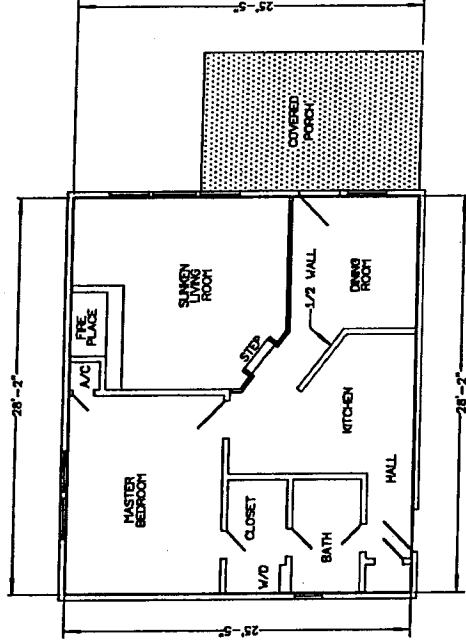
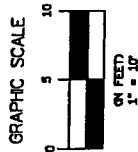
NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 6-6-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - D
1 BEDROOM
TUB / SHOWER COMBO
WATERFRONT WITH FIREPLACE

LOCATED IN
BUILDING NUMBER: 7
UNIT NUMBERS
148 - DOWNSTAIRS UNIT
248 - UPSTAIRS UNIT



A/C - AIR CONDITIONER
W/D - WASHER/DRYER
- LIMITED COMMON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
10000 W. 10TH AVENUE
JACKSONVILLE, FLORIDA 32217
904 261-2703



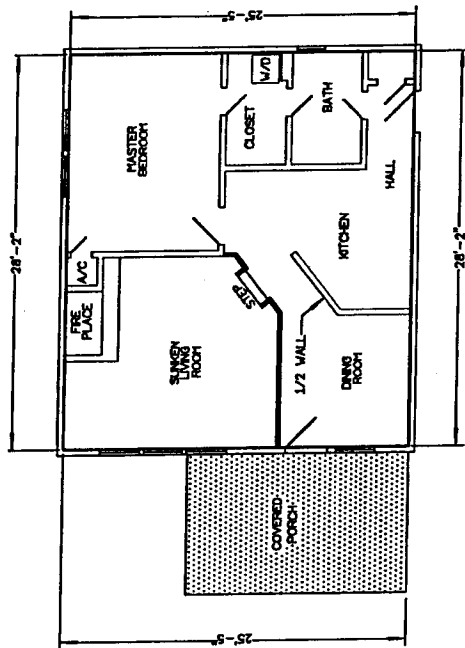
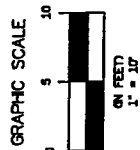
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - D-REVERSE
1 BEDROOM
TUB / SHOWER COMBO
WATERFRONT WITH FIREPLACE

LOCATED IN
BUILDING NUMBER: 7

UNIT NUMBERS
149 } DOWNSTAIRS UNIT
151 }

249 } UPSTAIRS UNIT
251 }



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 280-1703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

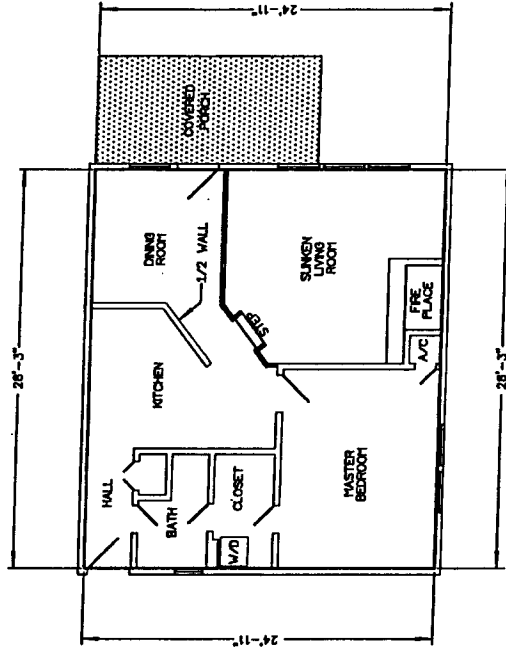
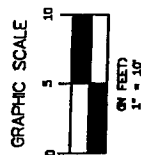
UNIT TYPE - E
1 BEDROOM
SHOWER ONLY
WATERFRONT WITH FIREPLACE

LOCATED IN
BUILDING NUMBER: 7

UNIT NUMBERS

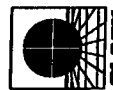
146 } DOWNSTAIRS UNIT
147 }

246 } UPSTAIRS UNIT
247 }



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COMMON ELEMENT

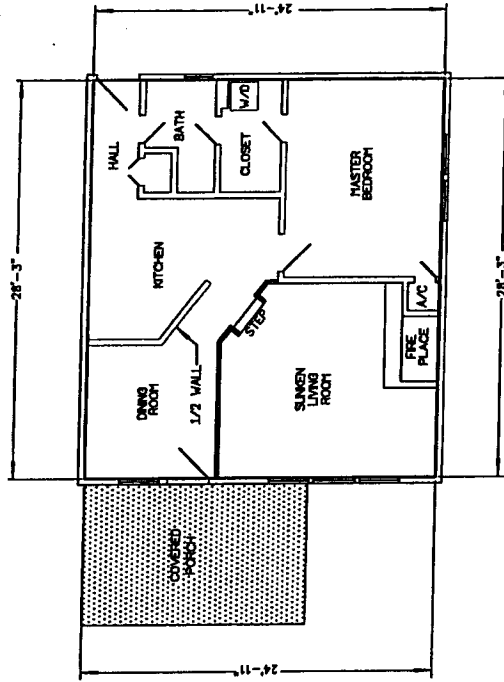
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3130 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 280-2773



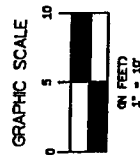
NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA



UNIT TYPE - E-REVERSE
1 BEDROOM
SHOWER ONLY
WATERFRONT WITH FIREPLACE



LOCATED IN
BUILDING NUMBER: 7

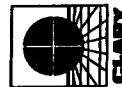
UNIT NUMBERS

150 } DOWNSTAIRS UNIT
152 }

250 } UPSTAIRS UNIT
252 }

A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3430 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904-285-2703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

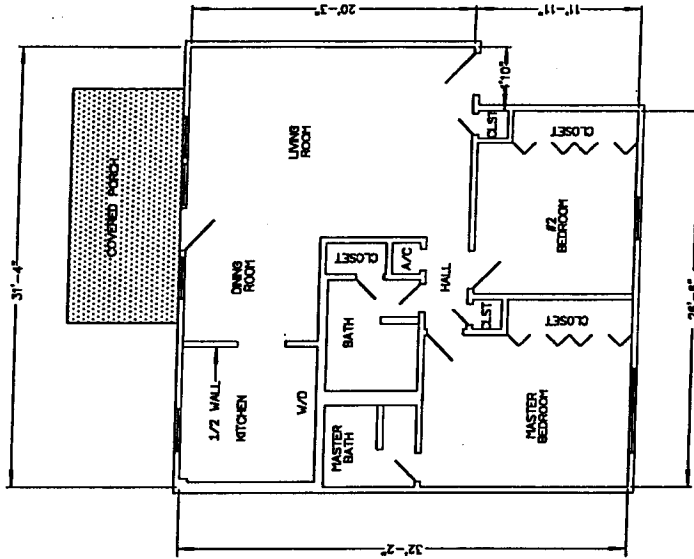
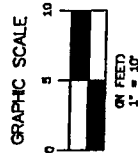
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - F
2 BEDROOM / 2 BATH

LOCATED IN
BUILDING NUMBER: 1, 2, 3, 4, 5

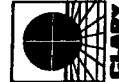
UNIT NUMBERS

103	111	120	133
105	113	126	135
107	116	129	
109	118	131	
- DOWNSTAIRS UNIT			
203	211	220	233
205	213	226	235
207	216	229	
209	218	231	
- UPSTAIRS UNIT			



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
(904) 280-2703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

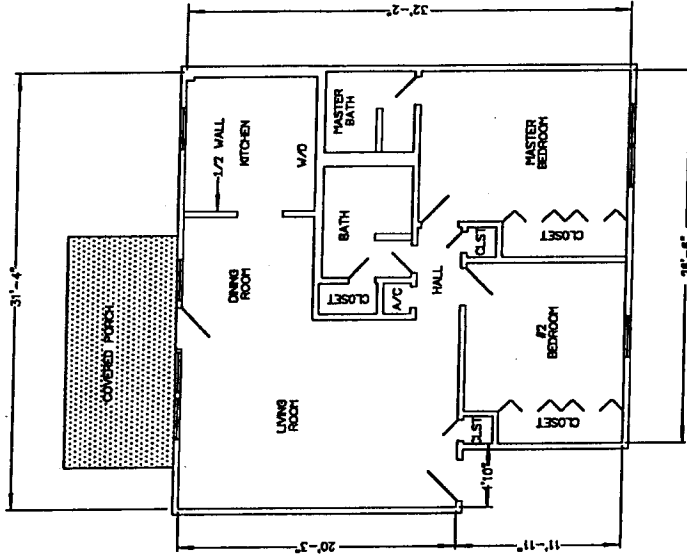
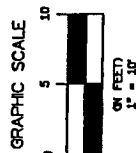
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - F-REVERSE
2 BEDROOM / 2 BATH

LOCATED IN
BUILDING NUMBER: 1, 2, 3, 4, 5

UNIT NUMBERS

	- DOWNSTAIRS UNIT				- UPSTAIRS UNIT			
102	115	128			202	215	228	
104	117	130			204	217	230	
106	119	132			206	219	232	
110	127	134			210	227	234	

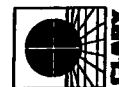


A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COTTAGE ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3000 CENTRAL AVENUE, SUITE 200
JACKSONVILLE, FLORIDA 32217
(904) 260-2703

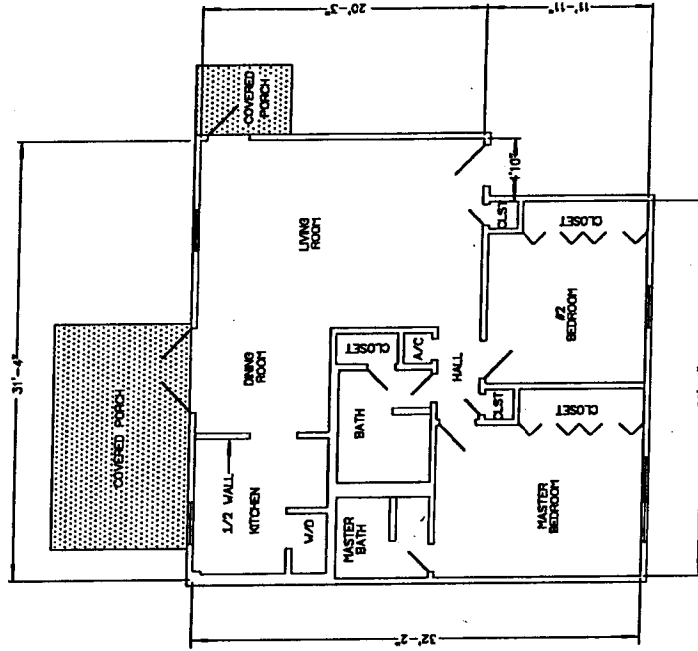
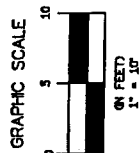


COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - G
2 BEDROOM / 2 BATH

LOCATED IN
BUILDING NUMBER: 2

UNIT NUMBERS
214 - UPSTAIRS UNIT

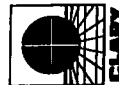


A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COMMON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 280-2703

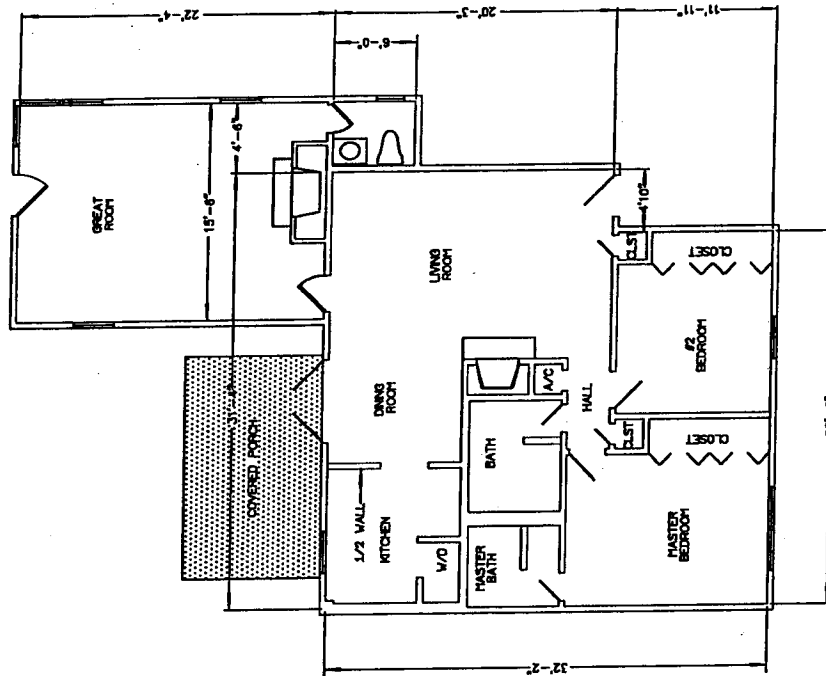
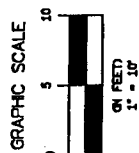


COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - G MODIFIED
2 BEDROOM / 2.5 BATH

LOCATED IN
BUILDING NUMBER: 2

UNIT NUMBERS
114-DOWNSTAIRS UNIT



DATE: 5-22-06

A/C = AIR CONDITIONER
W/D = WASHER/DRYER
LIMITED COMMON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3300 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904-260-2703

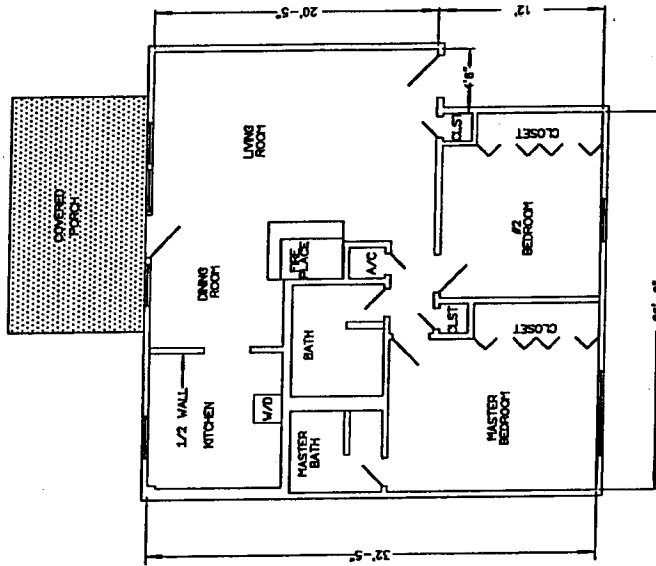


COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - H
2 BEDROOM
2 BATH
WATERFRONT WITH FIREPLACE

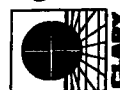
LOCATED IN
BUILDING NUMBER: 6

UNIT NUMBERS
142] DOWNSTAIRS UNIT
144]
242] UPSTAIRS UNIT
244]



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
353 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

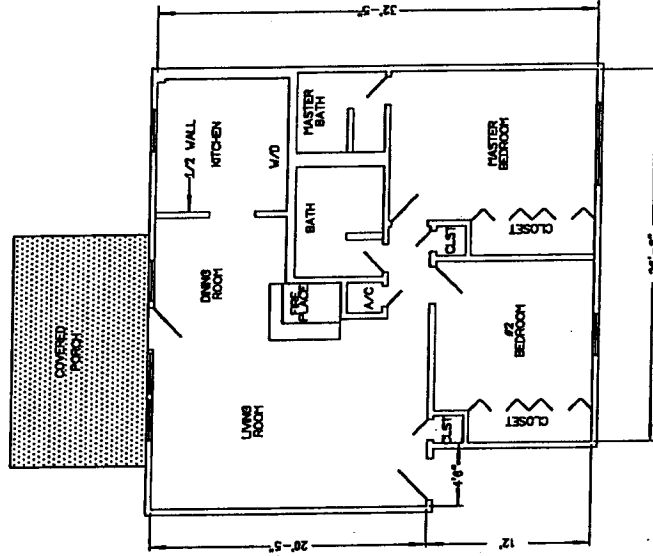
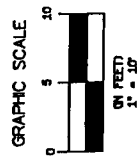
DATE: 5-22-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - H-REVERSE
2 BEDROOM
2 BATH
WATERFRONT WITH FIREPLACE

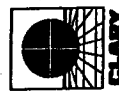
LOCATED IN
BUILDING NUMBER: 6

UNIT NUMBERS
141 } DOWNSTAIRS UNIT
143 }
241 } UPSTAIRS UNIT
243 }



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COMMON ELEMENT

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
300 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

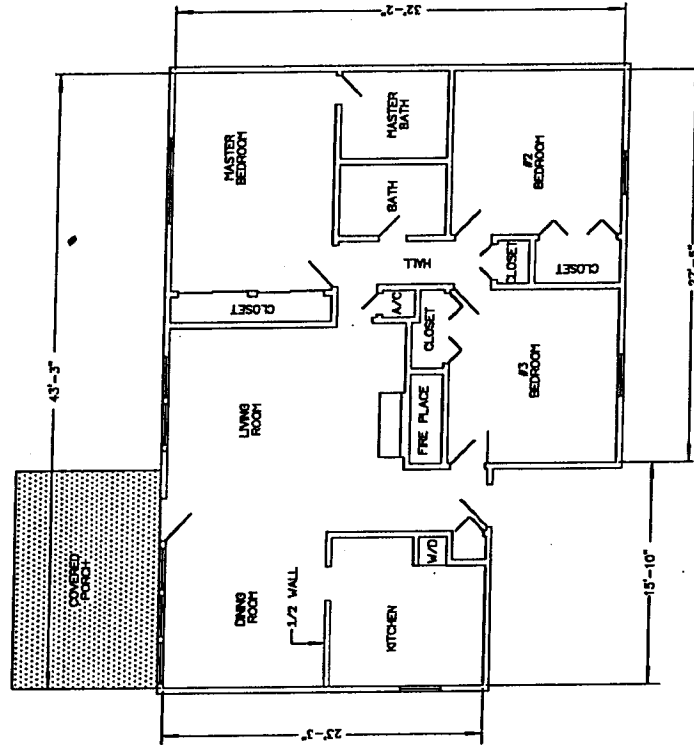
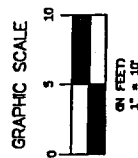
DATE: 5-22-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - 1
3 BEDROOM / 2 BATH
WATERFRONT WITH FIREPLACE

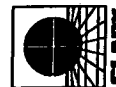
LOCATED IN
BUILDING NUMBER: 6

UNIT NUMBERS
145 - DOWNSTAIRS UNIT
245 - UPSTAIRS UNIT



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
LIMITED COMMON ELEMENT

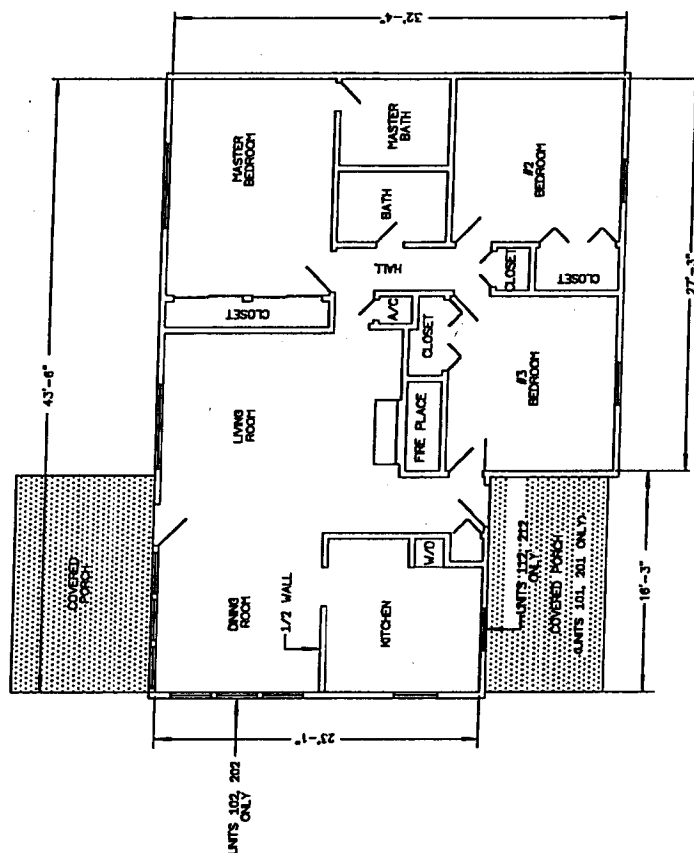
PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
1000 WEST 10TH AVENUE, SUITE 100
JACKSONVILLE, FLORIDA 32207
(904) 260-2703



NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 5-22-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

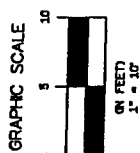


UNIT TYPE - J
3 BEDROOM / 2 BATH
WITH FIREPLACE &
WASHER / DRYER HOOKUP

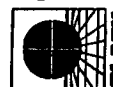
LOCATED IN
BUILDING NUMBER: 1, 2, 4

UNIT NUMBERS

DOWNSTAIRS UNIT	UPSTAIRS UNIT
101 124	201 224
112	212



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32217
904 260-2703



A/C = AIR CONDITIONER
W/D = WASHER/DRYER
- LIMITED COMMON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

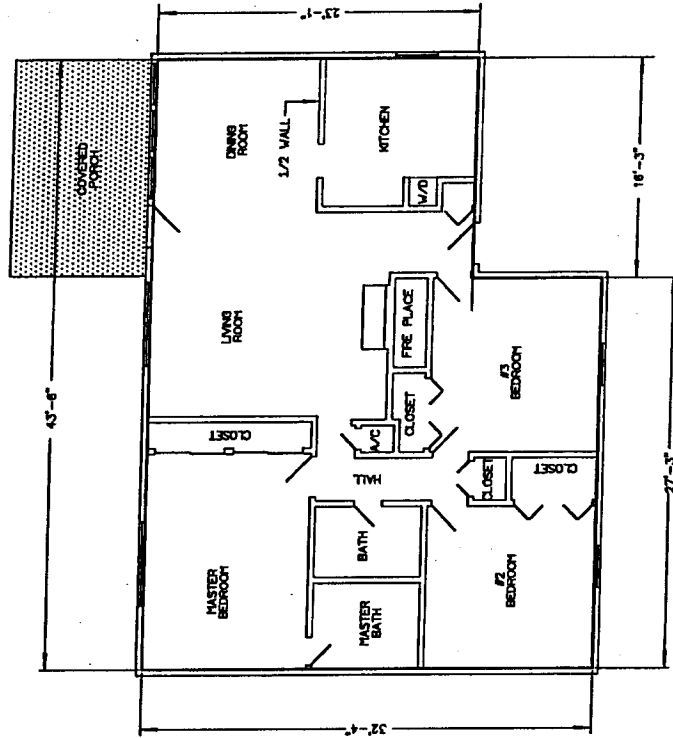
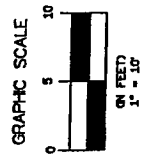
DATE: 6-9-06

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

UNIT TYPE - J-REVERSE
3 BEDROOM / 2 BATH
WITH FIREPLACE &
WASHER / DRYER HOOKUP

LOCATED IN
BUILDING NUMBER: 4

UNIT NUMBERS
123 - DOWNSTAIRS UNIT
125 - DOWNSTAIRS UNIT
223 - UPSTAIRS UNIT
225 - UPSTAIRS UNIT

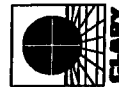


A/C = AIR CONDITIONER
W/D = WASHER/DRYER
= LIMITED COMMON ELEMENT

NOTE: ALL ROOM SIZES AND INTERIOR DIMENSIONS MAY VARY.

DATE: 6-9-06

PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3030 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904 280-2703



CERTIFICATE OF SURVEYOR
COASTAL CREEK CONDOMINIUMS

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


B.L. Pittman

Florida Surveyor's Reg. No.: 4827

(SEAL)

Date: 3.22.07

**UNDIVIDED SHARES IN COMMON ELEMENTS, COMMON SURPLUS, AND
COMMON EXPENSES**

COASTAL CREEK CONDOMINIUMS

<u>UNIT</u>	<u>UNIT TYPE</u>	<u>UNIT SQUARE FOOTAGE</u>	<u>PERCENTAGE SHARE</u>
101	J	1256	1.3105%
102	F-Reverse	953	0.9944%
103	F	947	0.9881%
104	F-Reverse	953	0.9944%
105	F	947	0.9881%
106	F-Reverse	953	0.9944%
107	F	947	0.9881%
108	A3	717	0.7481%
109	F	947	0.9881%
110	F-Reverse	953	0.9944%
111	F	947	0.9881%
112	J	1256	1.3105%
113	F	947	0.9881%
114	G Modified	1339	1.3961%
115	F-Reverse	953	0.9944%
116	F	947	0.9881%
117	F-Reverse	953	0.9944%
118	F	947	0.9881%
119	F-Reverse	953	0.9944%
120	F	947	0.9881%
121	C1	759	0.7919%
122	C1-Reverse	759	0.7919%
123	J-Reverse	1256	1.3105%
124	J	1256	1.3105%
125	J-Reverse	1256	1.3105%
126	F	947	0.9881%
127	F-Reverse	953	0.9944%
128	F-Reverse	953	0.9944%
129	F	947	0.9881%
130	F-Reverse	953	0.9944%
131	F	947	0.9881%
132	F-Reverse	953	0.9944%
133	F	947	0.9881%
134	F-Reverse	953	0.9944%
135	F	947	0.9881%
136	B1	706	0.7366%
137	A1	727	0.7586%
138	B1	706	0.7366%

139	A2	701	0.7314%
140	B2	722	0.7533%
141	H-Reverse	953	0.9944%
142	H	953	0.9944%
143	H-Reverse	953	0.9944%
144	H	953	0.9944%
145	I	1250	1.3043%
146	E	704	0.7346%
147	E	704	0.7346%
148	D	716	0.7471%
149	D-Reverse	716	0.7471%
150	E-Reverse	704	0.7346%
151	D-Reverse	716	0.7471%
152	E-Reverse	704	0.7346%
201	J	1256	1.3105%
202	F-Reverse	953	0.9944%
203	F	947	0.9881%
204	F-Reverse	953	0.9944%
205	F	947	0.9881%
206	F-Reverse	953	0.9944%
207	F	947	0.9881%
208	A3	717	0.7481%
209	F	947	0.9881%
210	F-Reverse	953	0.9944%
211	F	947	0.9881%
212	J	1256	1.3105%
213	F	947	0.9881%
214	G	947	0.9881%
215	F-Reverse	953	0.9944%
216	F	947	0.9881%
217	F-Reverse	953	0.9944%
218	F	947	0.9881%
219	F-Reverse	953	0.9944%
220	F	947	0.9881%
221	C2	739	0.7711%
222	C2-Reverse	739	0.7711%
223	J-Reverse	1256	1.3105%
224	J	1256	1.3105%
225	J-Reverse	1256	1.3105%
226	F	947	0.9881%
227	F-Reverse	953	0.9944%
228	F-Reverse	953	0.9944%
229	F	947	0.9881%
230	F-Reverse	953	0.9944%
231	F	947	0.9881%

232	F-Reverse	953	0.9944%
233	F	947	0.9881%
234	F-Reverse	953	0.9944%
235	F	947	0.9881%
236	B1	706	0.7366%
237	A1	727	0.7586%
238	B1	706	0.7366%
239	A2	701	0.7314%
240	B2	722	0.7533%
241	H-Reverse	953	0.9944%
242	H	953	0.9944%
243	H-Reverse	953	0.9944%
244	H	953	0.9944%
245	I	1250	1.3043%
246	E	704	0.7346%
247	E	704	0.7346%
248	D	716	0.7471%
249	D-Reverse	716	0.7471%
250	E-Reverse	704	0.7346%
251	D-Reverse	716	0.7471%
252	E-Reverse	704	0.7346%
		95,840	100.0000%

*All square footages shown hereon are approximate and subject to normal construction variances and tolerances.



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COASTAL CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on April 14, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000100283. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000004171.

Authentication Code: 106A00025880-041706-N06000004171-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventeenth day of April, 2006

Sue M. Cobb
Sue M. Cobb
Secretary of State

04/14/2006 09:39 9043991113

GARTNER BROCK SIMON

PAGE 02/09

(((H06000100283 3)))

RECEIVED IN STATION
APR 14 AM 10:46
APR 14 2006

**ARTICLES OF INCORPORATION
OF
COASTAL CREEK CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator has executed these Articles for the purpose of forming corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE I

Name

The name of the corporation shall be Coastal Creek Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association. The initial principal office and mailing address of the Association is 3434 Blanding Boulevard, Jacksonville, Florida 32210.

ARTICLE II

Purpose

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Coastal Creek Condominiums, to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Coastal Creek Condominiums (the "Declaration") when recorded or thereafter amended, in the Public Records of Duval County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions.

(a) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, nor in conflict with the provisions of the Condominium Act.

(b) The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including, but not limited to, the following:

(((H06000100283 3)))

04/14/2005 09:39 9043991113

GARTNER BROCK SIMON

PAGE 03/09

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1. The irrevocable right to make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the Condominium Property which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.
5. To reconstruct improvements after casualty and to make further improvements to the Condominium Property.
6. To make and amend reasonable regulations respecting the use of the property in the Condominium.
7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations adopted by the Association.
8. To impose fines on Unit Owners or their tenants for violations of the Declaration of Condominium, these Articles, the By-Laws of the Association or the Regulations adopted by the Association in accordance with the provisions of the Condominium Act.
9. To contract for the maintenance, management or operation of the Condominium Property.
10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.
11. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.
12. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to Unit Owners.
13. To borrow funds necessary for the operation of the Association or desirable to meet its long term objectives, as set forth in the By-Laws.

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14. To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.

15. To purchase a Unit or Units in the Condominium and to hold, lease, mortgage and convey the same.

16. To maintain, manage, repair, replace and operate all of the Common Areas, including but not limited to the Surface Water or Stormwater Management System and all associated facilities. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the requirements of the permits issued by the St. Johns River Water Management District ("SJRWMD") or the Florida Department of Environmental Protection ("FDEP") applicable to the Property and applicable SJRWMD or FDEP rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the maintenance of the Surface Water or Stormwater Management System. In the event of termination, dissolution or liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE IV

Members

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and in the event of a termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

(d) The owner of each Unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

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ARTICLE V

Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) but no more than nine (9) Directors; provided however, the Board shall consist of an odd number of Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By-Laws.

(b) Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Directors may be removed or vacancies on the Board of Directors shall be filled in the manner provided by the By Laws.

(c) The initial Board of Directors of the Association shall be selected by the Declarant. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. At such first election, Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By Laws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

David Ray
P.O. Box 40606
Jacksonville, Florida 32203

Carrie Chupp
P.O. Box 40606
Jacksonville, Florida 32203

Sherri Cox
P.O. Box 40606
Jacksonville, Florida 32203

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors.

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The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: David Ray
P.O. Box 40606
Jacksonville, Florida 32203

Vice President: Carrie Chupp
P.O. Box 40606
Jacksonville, Florida 32203

Secretary/Treasurer: Sherri Cox
P.O. Box 40606
Jacksonville, Florida 32203

ARTICLE VII

Indemnification and Insurance

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

The Board of Directors shall purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities set forth above, unless the Board determines that such insurance is not reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

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ARTICLE IX

Amendments

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the members of the Association. Prior to the transfer of control of the Association to Unit Owners pursuant to the Condominium Act, these Articles may be amended by the majority vote of the Board of Directors. Thereafter, a resolution adopting a proposed amendment must bear the approval of a majority of the Board of Directors and not less than sixty percent (60%) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty percent (60%) of the record owners of Units in the manner required for the execution of a deed.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article V, Section C hereof, without approval in writing by all members.

(e) No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. For so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that assesses the Declarant as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Declarant, shall be effective without the written approval of Declarant.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Official Public Records of the County.

ARTICLE X

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The term of the Association shall be perpetual.

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ARTICLE XIInitial Registered Office and Agent

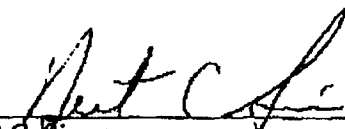
The street address of the initial registered office of this corporation is 1660 Prudential Drive, Suite 203, Jacksonville, Florida 32207, and the name of the initial registered agent of the corporation at that address is Bert C. Simon.

ARTICLE XIIIncorporator

The name and addresses of the incorporator to these Articles of Incorporation is as follows:

Bert C. Simon, Esquire
Gartner, Brock & Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 13th day of April, 2006.


Bert C. Simon

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of April, 2006 by Bert C. Simon who (☒) is personally known to me or () has produced _____ as identification.




Notary Public, State of Florida
CASEY BARNES
Print Name
My Commission Expires:

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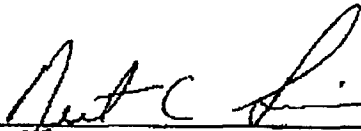
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**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

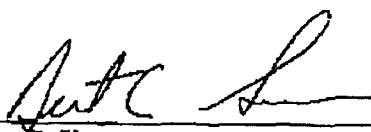
IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

COASTAL CREEK CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 3434 BLANDING BOULEVARD, JACKSONVILLE, FLORIDA 32210 HAS NAMED BERT C. SIMON LOCATED AT 1660 PRUDENTIAL DRIVE, SUITE 203, JACKSONVILLE, FLORIDA 32207, ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.


Bert C. Simon

Date: April 12, 2006

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND COMPLETE PERFORMANCE OF MY DUTIES.


Bert C. Simon

Date: April 12, 2006

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CLERK OF DISTRICT COURT
JACKSONVILLE
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**BY LAWS
OF
COASTAL CREEK CONDOMINIUM ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

1. Identity. These are the By Laws of Coastal Creek Condominium Association, Inc., (the "Association") a not for profit Florida corporation, established in accordance with Chapter 718, Florida Statutes, (the "Condominium Act") for the purpose of administering Coastal Creek Condominiums located at 3434 Blanding Boulevard, Jacksonville, Florida 32210 and created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Coastal Creek Condominiums (the "Declaration") when recorded or thereafter amended in the Public Records of Duval County, Florida (the "County"). Words defined in the Declaration have the same meaning when used herein.

1.1 Office. The office of the Association shall be at the site of the Condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of Units, including Owners of proposed Units in the Future Phases.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. There shall be one (1) vote for each Unit, and the manner of exercising that vote shall be determined by these By Laws. The Owner of more than one (1) Unit shall be entitled to one (1) vote for each Unit owned. The term "majority" as used in these By Laws and other Condominium documents in reference to voting by Unit Owners and the Board of Directors, means more than fifty percent (50%).

2.4 Designation of Voting Representative. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of

appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof. Notwithstanding the foregoing, if title to a Unit is held jointly by a husband and wife, either co-owner is entitled to cast the vote for such Unit unless and until a certificate signed by both co-owners is filed with the Association designating a voting co-owner.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of all owners is specifically required by the Declaration or these By Laws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association or such other location within the County designated by the Board of Directors on a date and time during the months of October, November or December as shall be designated by the Board of Directors; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast fifty percent (50%) of the votes of the entire membership, which request shall state the purpose or purposes of the proposed meeting.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the agenda for the meeting shall be given to all Owners unless waived in writing. The notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days but not more than sixty (60) days in advance of the date of the meeting. The Board of Directors, following notice to the Owners, shall designate a specific location within the Condominium Property for the posting of all required notices of meetings; provided however, if there is no condominium property upon which notices can be posted, the requirement to post notices shall not apply. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at the address last furnished to the Association, or if none, then to the address set forth in the recorded deed conveying the Unit to the current Unit Owner. Proof of such mailing shall be evidenced by an affidavit provided by an officer of the Association. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast twenty-five percent (25%) of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By Laws. Proxies may be used to establish a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and lawfully adjourned meetings thereof occurring within ninety (90) days after the date of the first meeting for which it was given. Proxies may be revoked at any time prior to the exercise thereof. The proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Limited proxies shall be used for any matters for which the Condominium Act permits or requires a vote of Unit Owner, except as otherwise permitted by the Condominium Act. Notwithstanding the last preceding sentence, the Association may, by the affirmative vote of a majority of the votes of the Association adopt different voting and election procedures, which vote may be by a proxy specifically delineating the different voting and election procedures, and which may provide for elections to be conducted by limited or general proxy.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Collection of election ballots
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a board of directors (the "Board" or the "Board of Directors") of no less than three (3) Directors, nor more than five (5) Directors; provide, however, the Board shall consist of an odd number. Initially, there shall be three (3) Directors. At the election of Directors occurring in connection with the transfer of control of the Association from the Declarant to other Unit Owners, or such earlier time elected by Declarant, the number of Directors shall automatically increase to five (5). Thereafter, the number of Directors may be increased or decreased within the above stated limitations by a majority vote of the total

voting interest of the Association present in person or by proxy at a duly called meeting of the Association. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By Laws.

4.2 Election of Directors.

(a) The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless these By Laws are amended by the affirmative vote of a majority of the total voting interests to provide for different voting and election procedures. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery (including regularly published newsletters) to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda required by subparagraph 3.3 hereof, the Association shall mail or deliver, not less than fourteen (14) days or more than thirty-four (34) days prior to the election, a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates nor any obligation or duty to confirm the accuracy of the information. To reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of these By Laws. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Subject to subparagraph 4.2(d) hereof, any Director may be removed with or without cause by concurrence of a majority of the members of the Association by an agreement in writing or at a special meeting of the members called for that purpose by at least ten percent (10%) of the Unit Owners giving notice of the meeting in the manner

provided for herein for special meetings and stating the purpose of the meeting; provided, however, that a Director appointed by the Declarant may not be removed pursuant to the manner specified in this subparagraph 4.2(c).

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more board members. At the meeting the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or the Board shall proceed as set forth in subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by the laws of the State of Florida. The board of administration shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or the Board shall proceed as described in subparagraph 3.

(3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting file with the Division of Florida Land Sales, Condominium and Mobile Homes a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(4) If the Board fails to duly notice and hold a board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors. The members of the Board of Directors designated by the Declarant need not be Unit Owners in the Condominium. Unless the Declarant has elected to transfer control of the Association to the owners at an earlier date, the Declarant shall transfer control of the Association to the Owner's board as provided in the following formula:

(1) When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Declarant shall be entitled to elect not less nor more than one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(i) three (3) years after sales have been closed by the Declarant of fifty percent (50%) of the Units that will be operated ultimately by the Association; or

(ii) three (3) months after sales have been closed by the Declarant of ninety percent (90%) of the Units that will be operated ultimately by the Association;

(iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Declarant in the ordinary course of business; or

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business;

(v) seven (7) years after recordation of the Declaration of Condominium.

(3) The Declarant shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(4) Within seventy-five (75) days after Unit Owners other than the Declarant are entitled to elect a member or members of the Board, the Association shall call and give notice of not less than sixty (60) days of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(e) At the time that the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Unit Owners shall accept control of the Association. The Declarant shall simultaneously (or as to subparagraph 3, within ninety (90) days thereafter) deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant including but not limited to the following items, if applicable:

(1) The original or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Declarant or officer or agent of the Declarant as being a true and complete copy of the actual recorded Declaration; a certified copy of the Association's Articles of Incorporation; a copy of the By Laws; minute books and other corporate books and records of the Association, and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Declarant relinquish control of the Association.

(3) The financial records, including financial statements of the association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant that shall perform the review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Declarant was charged and paid the proper amounts of assessments.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Declarant to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Declarant or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical

components serving the improvements; however, the Condominium Property has been declared a condominium more than three (3) years after the completion of construction of the improvements, therefore the provisions of this paragraph shall not apply to the Condominium Property.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property; however, at the time of construction of the improvements that are located on the Condominium Property, certificates of occupancy were not required, therefore the provisions of this paragraph shall not apply to the Condominium Property.

(9) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Declarant took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

(13) Employment contracts in which the Association is one of the contracting parties.

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. Prior to the transfer of control of the Association to non-Declarant Unit Owners, the members of the Board of Directors shall serve for two (2) year terms. It is the Declarant's intent that following transfer of control of the Association to non-Declarant Unit Owners, the Board of Directors shall be elected for staggered terms so that approximately one-half (1/2) of the Directors shall stand for election at each annual meeting. Accordingly, at the first election of members of the Board of Directors at which the Unit Owners other than Declarant elect a majority of the Board of Directors, the candidate elected with the greatest number of votes shall be elected for a

two (2) year term and the other candidate elected to the Board shall be elected for a one (1) year term. If more than two persons are elected to the Board in such first election, then two (2) candidates receiving the most votes shall be elected for a two (2) year term and the remaining elected candidates shall be elected for a one (1) year term. If only one (1) person is elected to the Board, he or she shall serve for two (2) years. Each member of the Board shall serve until he or she resigns, is removed from office, or his or her successor is duly elected and qualified.

4.4 Meetings of the Board of Directors. Meetings of the Board of Administration at which a quorum is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, subject to reasonable rules governing the tape recording and videotaping of meetings adopted by the Division of Florida Land Sales and Condominiums. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that do not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

(a) The organizational meeting of a newly elected Board of Directors shall be held within twenty (20) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

(c) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of at least two-thirds (2/3) of the Directors.

4.5 Notice of Directors' Meetings.

(a) Notice of regular or special meetings shall be given to each Director, personally or by mail, telephone, email or facsimile at least forty-eight (48) hours prior to the time of the meeting stating the time, place and agenda items. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(b) Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted

conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14)-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By Laws.

4.7 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 Statement of Agreement or Disagreement. A member of the Board of Directors or of a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.9 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.10 Directors' Compensation. Any director may be reimbursed by the Board for necessary expenses actually incurred in the performance of the Director's duties, but no Director shall be paid any compensation by this Association for services rendered to the Association as a Director.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Condominium Act, Declaration of Condominium, and these By Laws.

5.1 Assess. To determine, by specific action of the Board of Directors, the amount of all assessments to be assessed against members to defray the costs and expenses of the Condominium and to make and collect such assessments.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium properly.

5.4 Insure. To provide for insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium Property.

5.6 Regulate. To make and amend by specification of the Board of Directors reasonable rules and regulations respecting the use of the property in the Condominium as provided in the Declaration.

5.7 Approval. To approve or disapprove those matters which require approval of the Association as provided in the Declaration of Condominium, including, the transfer, mortgage and ownership of Units.

5.8 Represent. By specific action of the Board of Directors, to authorize, represent, compromise, defend or prosecute, in the name of the Association, all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association or the Unit Owners generally, including suits to foreclose liens, recover money judgments and eminent domain proceedings.

5.9 Management Contract. To contract for the maintenance and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgations of rules and execution of contracts on behalf of the Association. Such contract for the maintenance, management, or operation of the Condominium Property shall be subject to cancellation at the time and on the conditions as follows:

If the Unit Owners other than the Declarant have assumed control of the Association, or if Unit Owners other than the Declarant own not less than seventy-five percent (75%) of the Units in the Condominium, the cancellation shall be by concurrence of the Owners of not less than seventy-five percent (75%) of the Units other than the Units owned by the Declarant. If any such contract is cancelled under this provision and the Unit Owners other than the Declarant have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Units in the Condominium other than the Units owned by the Declarant.

5.10 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the Condominium Property other than individual Units unless the individual Unit is owned by the Association and the appurtenances thereto, and to assess the same against the Units subject to such liens.

5.11 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By Laws and any regulations adopted by the Association for the use of the Condominium Property.

(a) Each Unit Owner shall be governed by and comply with the Declaration, the Articles of Incorporation, and the By Laws of the Association, and any rules and regulations adopted thereunder (collectively the "Condominium Documents"). The provisions of the Condominium Documents shall be deemed to have been expressly incorporated into any lease of a Unit.

(b) Failure to comply with any of the terms of the Condominium Documents or amendments thereto shall be grounds for relief which may include, without limitation, an action for damages, injunctive relief, foreclosure of lien or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner. The relief provided shall be in addition to that relief otherwise provided herein or by law.

(c) Notwithstanding the foregoing, and in addition thereto, the Board of Directors may impose reasonable fines upon a Unit Owner or its occupant, or both, for failure of a Unit Owner, occupant, tenant, guests, invitees, contractors or employees, to comply with any of the terms of the Condominium Documents or amendments thereto, provided the following procedures are adhered to:

(1) Notice. The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,

(iii) A short and plain statement of the matters asserted by the Association.

(2) Hearing. The alleged violation shall be presented to a committee of Unit Owners who are not members of the Board of Directors, but which may include the Declarant for so long as it owns Units (the "Committee") after which the party against whom the sanctions may be imposed shall have an opportunity to respond, to

present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Unit Owner not later than twenty-one (21) days after the hearing. If the Committee does not agree with the fine, the fine shall not be levied.

(3) Penalties. For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).

(4) Payment of Penalties. Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments as provided in the Declaration of Condominiums.

(5) Collection of Penalties. Fines may be collected in the same manner as assessments are collected as set forth in Article 7 herein, but the Association shall not have the right to file a lien on the Unit to collect the fine. In addition, the Association shall have all rights and remedies available at law or in equity to collect the fines.

(6) Application of Penalties. All monies received from penalties shall be allocated as directed by the Board of Directors.

(d) In any proceeding arising because of an alleged violation or by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees.

(e) The failure of the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or amendments thereto shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

(f) All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents, or at law, or in equity. However, any fine paid by the offending Unit Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law.

(g) Disputes arising from the operation of the Condominium among Unit Owners, the Association, or their agents and assigns may be settled by voluntary binding arbitration.

5.12 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to owners of individual Units.

5.13 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.14 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either the "Institutional First Mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional First Mortgagees during normal business hours.

5.15 Limited Power to Convey Common Elements. The limited power to convey a portion of the Common Elements of the Condominium to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings, without the joinder or consent of Unit Owners or their mortgagees.

5.16 Certificate of Compliance. The Board shall have the authority to accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with applicable fire and life safety codes.

6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Vice President. The Vice President shall in the absence or disability of the President exercise the power and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

6.6 Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to the extent not so applied to fund reserves or the Association's working capital account.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for the Association's maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Capital Improvements. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and provide funds for reserves.

(a) The proposed annual budget of Common Expenses shall show the amount to be budgeted for each account or expense classification as may be required, including, if applicable, administration of the Association, management fees, maintenance, rent for commonly used facilities, taxes, insurance, security other expenses, operating capital, reserves and fees payment to the Division of Condominiums.

(b) The budget shall include reserve accounts for roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00), and such other accounts as may be established by the Board of Directors. The amounts to be reserved for each fiscal year shall be computed by dividing the estimated replacement cost of each item by the estimated remaining useful life of the item. Replacement reserves may be adjusted to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The Association may elect for each fiscal year to provide no reserves or reserves less adequate than required by this subsection by a majority vote at a duly called meeting of the Association. However, prior to turnover of control of the Association by the Declarant to Unit Owners, the Declarant may vote to waive the reserves for the first two (2) fiscal years of the operation of the Association (beginning with the fiscal year in which this Declaration is recorded), after which time reserves may only be waived or reduced upon the vote of a majority of all non-Declarant voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereof shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a majority of the voting interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by Declarant to Unit Owners other than Declarant, the Declarant-controlled Association shall not vote to use reserves for purposes other than as intended, without the approval of a majority of all non-Declarant voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

(c) A copy of a proposed annual budget of common expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year,

and if within twenty-one (21) days after adoption of such budget the Board of Directors receives a written request from at least ten percent (10%) of all voting interests for a special meeting, then a special meeting shall be held upon not less than fourteen (14) days written notice to each Unit Owner, but within sixty (60) days of the delivery of such written notice to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revisions of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of betterments, repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. Provided, however, that so long as the Declarant is in control of the Board of Directors the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners. Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

7.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made in advance on or before fifteen (15) days preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

7.4 Delinquent Assessments; Interest and Late Fees. Assessments and installments on them which are not paid when due bear interest at the rate from time to time determined by the Board of Directors, but not less than twelve percent (12%), from the due date until paid. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and

then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7.5 Acceleration of Assessment Installments. If a Unit Owner shall be delinquent in the payment of an assessment, the Board of Directors may accelerate the assessments payable during the remainder of the budget year in which a claim of lien is filed, upon filing a claim of lien for the unpaid balance of such assessments. A notice of the accelerated assessments and a copy of the claim of lien shall be provided to the Unit Owner.

7.6 Depository. The depository of the Association will be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit, review or compilation of the accounts of the Association, if required by proper action of either a majority of all members or of the Board of Directors, or as required by law, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7.8 Annual Report. Within one hundred and twenty (120) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. In the alternative, the Board of Directors may mail or furnish by personal delivery a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The report shall show the amounts of receipts by accounts and receipt classifications. The amounts of expenditures shall be shown by expense classifications including, if applicable, costs for security, professional and management fees, taxes, cost of recreational facilities, utilities and refuse collection, lawn care and landscaping, building maintenance and repair, insurance, administrative and salary expenses and reserves for capital expenditures, deferred maintenance, and any other category of reserves maintained by the Association.

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

8. Miscellaneous.

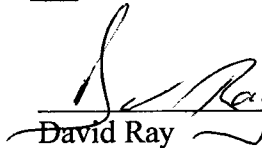
8.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By Laws, or the Condominium Act.

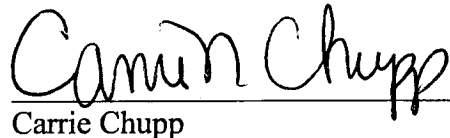
8.2 Amendment. In addition to the amendment that the Declarant is permitted to make under the terms of the Declaration, the By-Laws may be amended (a) prior to transfer of control of the Association to Unit Owners pursuant to the Condominium Act by a majority of the Board of Directors and (b) thereafter by the approval of Unit Owners holding not less than two-thirds (2/3) of the total voting interests in the Association present in person or by proxy at a duly called meeting of the Association. No amendment of these By Laws shall be valid until set forth in or annexed to an amendment of the Declaration of Condominium that has been executed on behalf of the Association by its President and Secretary and recorded in the Public Records of the County.

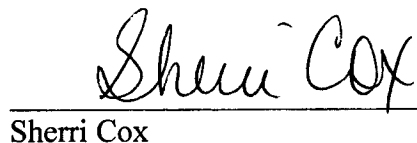
8.3 Association Fees. The Association may charge a reasonable uniform fee in connection with the changing of its records to reflect the transfer or lease of a Unit and when certifying the status of assessments, not to exceed One Hundred Dollars (\$100.00) per transfer or certification. The Board of Directors is authorized to increase this limitation as permitted by the Condominium Act. The Association may also require a prospective tenant to place a security deposit in an amount not to exceed the amount of one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit.

8.4 Arbitration. Prior to the institution of court litigation, the Association and any Unit Owners who are parties to a "dispute" as defined in Section 718.1255, Florida Statutes, shall petition for non-binding arbitration as set forth in said statute.

The foregoing were adopted as the Bylaws of Coastal Creek Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on April 15, 2006.


David Ray


Carrie Chupp


Sherri Cox

Prepared by and Return to:
 Bert C. Simon, Esquire
 Gartner, Brock and Simon
 1660 Prudential Drive, Suite 203
 Jacksonville, Florida 32207

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Easement Agreement") is made this 12th day of April, 2007, by **CEDAR SHORES, LTD.**, a Florida limited partnership (the "Declarant") whose address is 1357 West Beaver Street, Jacksonville, Florida 32209.

Preliminary Statement

Declarant is the owner of those lands located in Jacksonville, Florida and more particularly described on **Exhibit "A"** hereto (the "Land"). Declarant has designated a portion of the Land for use as a condominium to be known as "Coastal Creek Condominiums" (the "Condominium Property"). Adjacent to the Land is a marina with boat slips, docks and access ramps as well as a clubhouse (the "Clubhouse") (the boat slips, docks and access ramps and the Clubhouse, collectively the "Marina") which are located upon submerged land leased from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. A site plan (the "Site Plan") depicting the Condominium Property and the Marina is attached hereto as **Exhibit "B"**. The Condominium Property is accessible from Old Orange Park Road, a publicly dedicated right-of-way. The Marina is adjacent to the Condominium Property and is not directly accessible by any right-of-way. A parcel of land as described on **Exhibit "C"** and known as Lot 20 is located west of and adjacent to the Condominium Property ("Lot 20"). In addition, a parcel of land as described as **Exhibit "D"** is located east of and near the Condominium Property (the "Second Marina"), which Second Marina is also not directly accessible by any right-of-way.

Declarant desires to establish easements, covenants, and restrictions to provide: (i) easements for the benefit of those persons who have purchased the exclusive right to use a boat slip at the Marina or Second Marina (each a "Boat Slip User") for access to and from publicly dedicated rights-of-way to the Marina and Second Marina, for water, sewer, electrical, and other utilities, for drainage, and for use of a swimming pool facility (the "Swimming Pool"); (ii) easements for the benefit of the record owners from time to time of the Condominium Property (the "Condominium Owners") and the Coastal Creek Condominium Association, Inc. (the "Association") for use of the Clubhouse; (iii) covenants for the maintenance, repair, and replacement of the Condominium Property and the Marina and the allocation of maintenance and repair responsibilities and cost between the Association and the Marina Association; (iv) easements for access to and from the publicly dedicated right-of-way and Lot 20 for the benefit of the Declarant, its successors and assigns; and (v) easements for the benefit of the Declarant, its successors and assigns, for access to and from the publicly dedicated right-of-way to the Marina and Second Marina. The easements herein described that affect the Condominium Property are more particularly described on **Exhibit "E"** (the "Easement Areas").

Now therefore, the Declarant hereby declares that all of the Land, including the Condominium Property, the Marina and the Second Marina, shall be held, sold, and conveyed

subject to the following easements, restrictions, covenants and conditions which are imposed on such real property to run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Land or any part thereof, their heirs, successors and assigns for the purposes described herein.

1. Ingress and Egress. Declarant hereby establishes and grants to the Boat Slip Users, their guests and invitees, the Marina Association and the Second Marina Association, and their successors and assigns a non-exclusive perpetual easement for ingress and egress over, upon and across the Easement Area for the purposes of pedestrian and vehicular ingress and egress to and from the publicly dedicated right-of-way and the Marina and the Second Marina (the "Marina Access Easement"). In addition, Declarant hereby reserves for itself, its successors and assigns, a non-exclusive perpetual easement for ingress and egress over, upon and across the Easement Area for the purposes of pedestrian and vehicular ingress and egress to and from the publicly dedicated right-of-way and Lot 20 (the "Lot 20 Access Easement") and the Marina and Second Marina. Declarant also establishes and grants to the Association a non-exclusive perpetual easement for ingress and egress over, upon and across the Easement Area for the purpose of maintaining and repairing the bulkhead located on the Marina property which provides support to the Condominium Property.

2. Utilities. Declarant hereby establishes and grants to the Marina Association, the Second Marina Association, their successors and assigns, non-exclusive perpetual easements to construct operate, lay, use maintain, improve, and/or repair facilities and associated equipment for sewer, water, electric, telecommunications, and other public utilities over, upon, across, through and under the Easement Area (the "Utilities Easement") as are reasonably necessary for the operation of the Marina and Second Marina. All costs of construction of utility improvements, together with all repair and maintenance costs of utility improvements serving only the Marina or Second Marina, shall be at the sole expense of the Marina Association or Second Marina Association, or their successors and assigns, as applicable. The cost of maintenance and repair of jointly used facilities shall be allocated prorata to the Marina Association, Second Marina Association and the Coastal Creek Condominium Association, Inc. (the "Association"), their successors and assigns, in the same manner as set forth in paragraph 8 hereof. Further, the Marina Association or the Second Marina Association, their successors and assigns, as applicable, shall repair and replace, at their sole expense, any damage to the Condominium Property caused by use of the Utilities Easement and shall restore the surface of the ground to its previous condition. The Utilities Easement described herein includes the right and privilege of the Declarant, its successors and assigns, the Marina Association or the Second Marina Association, their successors and assigns, to grant utility easements or to assign this Utilities Easement or the rights granted hereunder to utility service providers for the purpose of providing utility services to the Marina and/or Second Marina. In addition, Declarant hereby reserves for itself, its successors and assigns, a non-exclusive perpetual easement to construct operate, lay, use maintain, improve, and/or repair facilities and associated equipment for sewer, water, electric, telecommunications, and other public utilities over, upon, across, through and under the Easement Area as are reasonably necessary for the operation of Lot 20.

3. Drainage. Declarant hereby reserves to itself, its successors and assigns, and establishes and grants to the Marina Association and Second Marina Association a non-exclusive perpetual easement over, through and across those portions of the Condominium Property upon which are located paved driveways parking areas, drainage pipes and related drainage facilities, as the same

may be modified or relocated from time to time for the drainage of storm or surface waters and the maintenance, repair and replacement of the surface water or stormwater drainage system (the "Stormwater Drainage Easement"). The Marina Association and Second Marina Association, their successors and assigns, shall also have the right of ingress and egress over the Condominium Property as may be necessary for enjoyment of the rights herein granted. All costs of construction, maintenance or repair of those portions of the Stormwater Drainage Easement and facilities serving only the Marina shall be at the sole expense of the Marina Association and facilities serving only the Second Marina shall be at the sole expense of the Second Marina Association, as applicable. The cost of maintenance and repair of jointly used facilities shall be allocated prorata to the Marina Association, Second Marina Association and the Association in the same manner as set forth in paragraph 8 hereof. The Marina Association or Second Marina Association shall repair or replace, at their sole expense, any damage to the Condominium Property caused by the Boat Slip Users located in its association's use of this Stormwater Drainage Easement and shall restore the surface of the ground to its previous condition.

4. Signage. Declarant hereby establishes and grants to the Marina Association and Second Marina Association and reserves for itself, its successors and assigns, a non-exclusive perpetual easement for the use of an existing sign identifying the Marina and/or the Second Marina, which sign shall be located at the entrance of the Condominium Property (the "Sign Easement "). The Marina Association or Second Marina Association, their successors and assigns, shall not modify the sign without the prior written consent of the Declarant or the Association, or their successors and assigns, which consent shall not be unreasonably withheld or delayed, so long as the proposed signage does not cause any substantial changes to the existing signage.

5. Use of Recreational Facilities. Declarant hereby reserves to itself and establishes and grants to the Boat Slip Users a perpetual non-exclusive easement to use in common with the Condominium Owners the facilities of the Swimming Pool located on the Condominium Property (and as depicted on Exhibit "B" to the Declaration of Condominium) in a reasonable and respectful manner and in accordance with the function of the facilities (the "Recreational Facilities Easement"). The Boat Slip Users shall repair or replace any damage to the Condominium Property caused by the Boat Slip Users' use and shall restore the Condominium Property to its previous condition. In addition, the Declarant hereby reserves to itself and establishes and grants to the Condominium Owners a perpetual non-exclusive easement to use in common with the Boat Slip Users the facilities of the Clubhouse that is located on submerged land (and as depicted on Exhibit "B" to the Declaration of Condominium) in a reasonable and respectful manner and in accordance with the function of the facilities.

6. Marina Parking. Declarant hereby establishes and grants to the Boat Slip Users and the Marina Association and Second Marina Association, their successors and assigns, a perpetual easement for the use of certain reserved parking spaces located on the property described in **Exhibit "E"** attached hereto for parking Permitted Vehicles on a space available basis. Permitted vehicles only include passenger automobiles, sport utility vehicles, trucks of three-quarter (3/4) ton capacity or less and motorcycles, together with the right of pedestrian access from the parking spaces to the Marina and Second Marina. The Declarant may elect to install parking sign(s) adjacent to the parking spaces indicating that these spaces are reserved for the benefit of the Boat Slip Users. The Boat Slip Users shall keep the parking spaces reasonably free from litter and debris.

7. Maintenance. The Association shall maintain and keep in good condition and repair all portions of the roadway improvements located on or within the Condominium Property. The term "roadway improvements" means all improvements located within the Easement Area that relate to their use as a street, driveway, walkway or parking area serving the Condominium Units, the Marina, the Second Marina, and Lot 20 including, without limitation, the pavement, curbs and gutters, drainage facilities and systems, sidewalks, street lights and landscaping. Maintenance of the roadway improvements shall include, without limitation, periodic resurfacing of the roadway surface to maintain it free from potholes and deteriorating pavement, regular lawn mowing and weeding and fertilization of grass and landscaped areas, and regularly keeping the right-of-way easements free from litter and trash. In addition to the foregoing, the Association shall maintain and keep in good condition and repair the Swimming Pool located on the Condominium Property and bulkhead located on Marina property (as the bulkhead supports the upland Condominium property). The Marina Association shall maintain and keep in good condition and repair the Marina.

8. Financial Obligations. Each applicable association shall be obligated to share prorata in all costs and expenses associated with the maintenance and repair of the foregoing facilities, excluding the bulkhead, boat slips, docks and access ramps. For example, if there are 104 Units in the Condominium and 22 Boat Slips in the Marina, the Marina Association's share of the costs and expenses associated with maintaining the roadway improvements shall be allocated as follows:

$$[\# \text{ of (Units or Boat Slips) / Total \# of Units and Boat Slips}] = X \%$$

$$22/126 = 17.46031\% \text{ of such costs and expenses}$$

9. Covenants Running with the Land. Every covenant, easement, right or privilege made or granted herein is made as an equitable servitude on the respective property and as an appurtenance to and for the benefit of the other property. Any transferee of all or a portion of the Condominium Property or the Second Marina shall automatically be deemed, by acceptance of the title to such property, to have assumed all rights and obligations of this Easement Agreement relating thereto and to have agreed with the then owner(s) of the other property to do any and all things reasonably required to carry out the intention of this Easement Agreement. The transferor shall upon the completion of such transfer be relieved of all further liability under this Easement Agreement except unsatisfied liabilities that may have arisen during its period of ownership of the property so conveyed.

10. No Public Rights. Nothing contained in this Easement Agreement shall be deemed to be an easement or dedication of any portion of the Land herein described to the general public or for any public use or purpose whatsoever, it being the intention of the Declarant that nothing in this Easement Agreement, expressed or implied, shall confer upon any person, other than the Declarant and the Owners and their successors and assigns, any rights or remedies under or by reason of this Easement Agreement.

11. Notices. All notices, demands, requests, instructions and other communications to be given or made under this Agreement shall be in writing and given by hand delivery or mailing the same Registered or Certified United States Mail or by sending the same by Federal Express

or other nationally recognized overnight courier service (in the manner hereinafter set forth) to the following:

If to the Declarant: Cedar Shores, Ltd.
P.O. Box 40606
Jacksonville, Florida 32203

If to the Marina Association: Cedar Shores, Ltd.
P.O. Box 40606
Jacksonville, Florida 32203

If to the Association: Coastal Creek Condominium Association, Inc.
3434 Blanding Boulevard
Jacksonville, Florida 32210

Any of the foregoing parties may, by notice to the other Owners, change any notice address to another address within the continental United States by proper notice to each other party.

12. Enforcement. The Declarant, the Association, the Marina Association or the Second Marina Association may enforce this Easement Agreement by appropriate action and the prevailing party in any such dispute shall be entitled to recover all costs and expenses associated therewith, including reasonable attorneys' fees, at trial or on appeal. The Declarant acknowledges that the payment of monetary damages may not constitute an adequate remedy for the failure of a party to perform its obligations hereunder and declares that all parties, their successors and assigns, may, at the election of such party, be entitled to specific performance in any action to enforce the provisions of this instrument; provided, however, no breach of this Easement Agreement shall (i) entitle any party to cancel, rescind or otherwise terminate this Easement Agreement or any easement granted hereunder, or (ii) defeat or render invalid the lien of any mortgage made in good faith and for value as to any portion of the Land.

13. Amendment. This Easement Agreement may be amended or modified in whole or in part by an instrument in writing signed only by the Declarant, until such time as Declarant has transferred control of the Association to the Condominium Owners and transferred control of the Marina Association and Second Marina Association to their respective Boat Slip Users, and thereafter by those Associations. Any amendment must be recorded in the Public Records of Duval County, Florida.

14. Limitation on Rights. The rights of the Association, Condominium Owners, Boat Slip Users, the Marina Association and the Second Marina Association shall be limited solely to those rights expressly set forth herein. Nothing contained in this Easement Agreement shall be deemed to grant to the Association, Condominium Owners, Boat Slip Users, the Marina Association or the Second Marina Association any rights other than those expressly set forth herein.

15. Assignment of Rights. The rights and obligations of the Declarant, the Association, Condominium Owners, Boat Slip Users, the Marina Association, or the Second Marina Association may be assigned in whole or in part to one or more assignees which rights and obligations shall be expressly assumed by such assignee. In addition, Declarant reserves the right to release any of the rights or obligations contained herein in the sole discretion of the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements, Covenants and Restrictions this 12th day of April, 2007.

Signed, sealed and delivered
in the presence of:

CEDAR SHORES, LTD.
a Florida limited partnership

By: CSJ Management, Inc.
a Florida for profit corporation,
It's general partner

Sherril Cox

Print Name: Sherril Cox

Mary Ann Thompson

Print Name:

By: [Signature]

Print Name: CHARLES CHUPP

Title: Pres

Date: April 12, 2007

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of April, 2007, by Charles Chupp as President of CSJ Management, Inc., a Florida corporation, General Partner of Cedar Shores, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

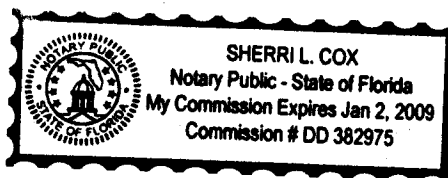
Sherril L. Cox

Notary Public, State of Florida at Large

Print Name

My commission expires:

My commission number is:



LIST OF EXHIBITS

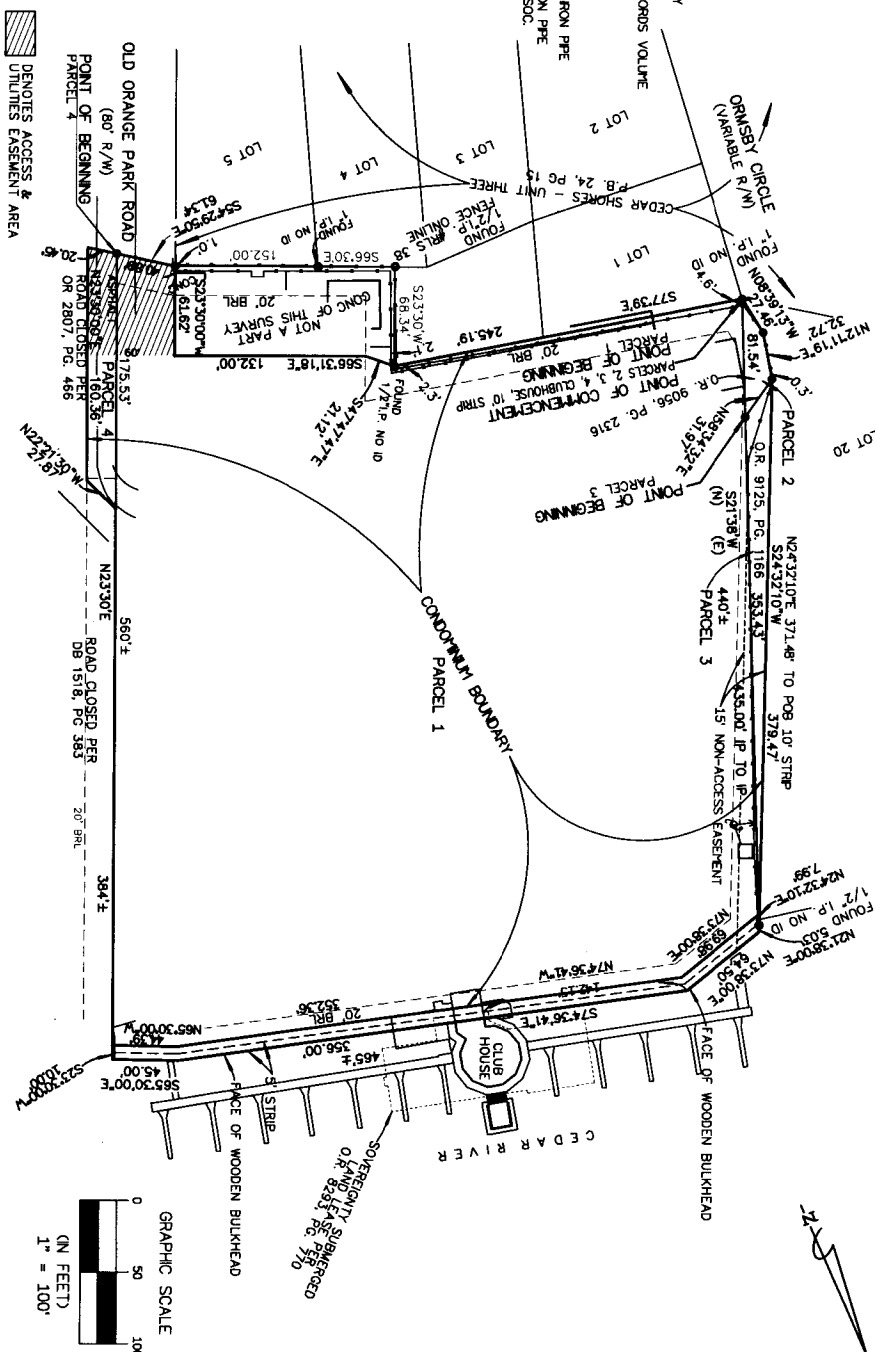
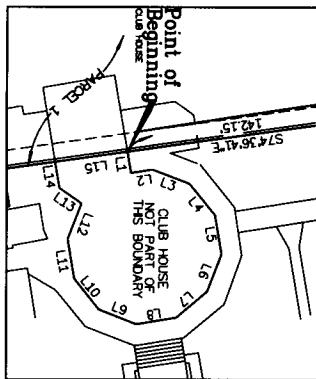
Exhibit "A"	Legal Description of Declarant's Land
Exhibit "B"	Site Plan
Exhibit "C"	Legal Description of Lot 20
Exhibit "D"	Legal Description of Second Marina
Exhibit "E"	Legal Description of Easement Areas

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

LINE	LENGTH	BEARING
L1	5.94	N13°46'47"E
L2	6.10	N76°00'47"W
L3	11.07	N65°51'18"W
L4	11.01	N16°01'38"W
L5	10.98	N13°24'07"E
L6	11.07	N44°54'47"E
L7	11.12	N73°04'47"E
L8	11.13	S75°47'46"E
L9	11.14	S46°11'00"E
L10	10.82	S15°20'58"E
L11	11.04	S13°42'28"W
L12	10.56	S44°39'39"W
L13	7.38	S12°01'12"E
L14	7.30	S13°58'23"W
L15	20.11	N74°36'41"W

LEGEND

RV = RIGHT-OF-WAY
 FND = FUND
 OF = OFFICIAL RECORDS VOLUME
 OR = PLAT BOOK
 PGS = PAGES
 LP = LOT
 CON = CONCRETE
 ○ = FOUND 1/2" R/W PPE
 ● = SET 1/2" R/W PPE
 CLARY & ASSOC.



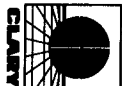
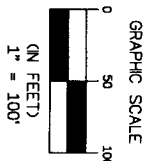
OLD ORANGE PARK ROAD
 (80' R/W)
 POINT OF BEGINNING
 PARCEL 4
 ROAD CLOSED PER
 DB 1518, PG 383
 20' BRL

NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

SHEET:

DATE: 3-9-07



PREPARED BY:
Clary & Associates, Inc.
 PROFESSIONAL LAND SURVEYORS
 3630 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 280-2703

EXHIBIT "A"

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DESCRIPTION AS PROVIDED:

PARCEL 1:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF THE OLD ORANGE PARK ROAD, AS CLOSED BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA, AND DESCRIBED IN DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PART OF THE TRACT MARKED WEST 1, AND A PART OF LOT 1, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS, A PARCEL OF FORMER SUBMERGED LAND IN THE CURRENT PUBLIC RECORDS, TOGETHER WITH A PARCEL OF FORMER SUBMERGED LAND IN THE CURRENT PUBLIC RECORDS, TOGETHER WITH A PARCEL OF FORMER SUBMERGED LAND IN THE CURRENT PUBLIC RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 20, BLOCK 1, AS SHOWN ON THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID PUBLIC RECORDS, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST TRACT"; THENCE SOUTH 77°39' EAST ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 3, AS SHOWN ON SAID PLAT OF CEDAR SHORES UNIT 3, AND ALONG A SOUTHEASTERLY PROLONGATION THEREOF, 245.19 FEET; THENCE SOUTH 47°47'47" EAST, 21.12 FEET; THENCE SOUTH 68°31'18" EAST, 132.00 FEET TO THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF OLD ORANGE PARK ROAD, AS CLOSED AND DESCRIBED IN SAID DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466; THENCE SOUTH 23°30'00" WEST, 28.53 FEET; THENCE SOUTH 42°59'50" EAST, 10.89 FEET TO THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD, A DISTANCE OF 560 FEET, MORE OR LESS TO THE FACE OF AN EXISTING WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER; THENCE WESTERLY ALONG THE NORTHERLY FACE OF SAID WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER, 465.0 FEET, MORE OR LESS, TO A POINT WHICH LIES NORTH 21° 38' EAST, 440.0 FEET, MORE OR LESS, AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3 AND A NORTHERLY PROLONGATION THEREOF; THENCE SOUTH 21° 38' WEST ALONG SAID LAST MENTIONED LINE, 440.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL 4:

A PORTION OF OLD ORANGE PARK ROAD, AS CLOSED BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA, AND DESCRIBED IN DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SECTION 42, TOWNSHIP 3 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 20, BLOCK 1, AS SHOWN ON THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID PUBLIC RECORDS, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST TRACT"; THENCE SOUTH 77°39' EAST ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 3, AS SHOWN ON SAID PLAT OF CEDAR SHORES UNIT 3, AND ALONG A SOUTHEASTERLY PROLONGATION THEREOF, 245.19 FEET; THENCE SOUTH 47°47'47" EAST, 21.12 FEET; THENCE SOUTH 68°31'18" EAST, 132.00 FEET TO THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF OLD ORANGE PARK ROAD, AS CLOSED AND DESCRIBED IN SAID DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466; THENCE SOUTH 23°30'00" WEST, 28.53 FEET; THENCE SOUTH 42°59'50" EAST, 10.89 FEET TO THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD, A DISTANCE OF 560 FEET, MORE OR LESS TO THE FACE OF AN EXISTING WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER; THENCE WESTERLY ALONG THE NORTHERLY FACE OF SAID WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER, 465.0 FEET, MORE OR LESS, TO A POINT WHICH LIES NORTH 21° 38' EAST, 440.0 FEET, MORE OR LESS, AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3 AND A NORTHERLY PROLONGATION THEREOF; THENCE SOUTH 21° 38' WEST ALONG SAID LAST MENTIONED LINE, 440.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

10' STRIP

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 AND A PORTION OF WEST TRACT, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, CONTINUE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9096, PAGE 2316 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 08°39'13" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 27.46 FEET; THENCE NORTH 12°11'19" EAST, CONTINUING ALONG LAST SAID LINE 32.72 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9116, PAGE 2316 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 21°38'00" EAST, 50.3 FEET; THENCE NORTH 73°38'00" EAST, 64.50 FEET; THENCE SOUTH 74°36'41" EAST, 356.00 FEET; THENCE SOUTH 65°30'00" EAST, 45.00 FEET; THENCE SOUTH 23°30'00" WEST, 10.00 FEET; THENCE NORTH 65°30'00" WEST, 44.39 FEET; THENCE NORTH 74°36'41" WEST, 352.36 FEET; THENCE SOUTH 73°38'00" WEST, 69.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,508 SQUARE FEET, MORE OR LESS.



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 266-2703

EXHIBIT:

SHEET:

DATE: 3-9-07

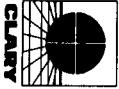
COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DESCRIPTION AS PROVIDED:

PARCEL 2:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, AND RUN N. 08° 39' 13" W., A DISTANCE OF 27.46 FEET; THENCE N. 12° 11' 19" E., A DISTANCE OF 32.72 FEET; THENCE N. 58° 34' 32" E., A DISTANCE OF 31.97 FEET TO THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3; THENCE S. 21° 38' 00" W., ALONG SAID EASTERLY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF BEGINNING, CONTAINING 943.27 SQUARE FEET, MORE OR LESS.



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703

EXHIBIT: SHEET: DATE: 12-13-04

EXHIBIT "A"

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

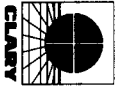
DESCRIPTION AS PROVIDED:

PARCEL 3:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N.21°38'00"E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 20, BLOCK 1, 81.54 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE N.21°38'00"E., ALONG SAID SOUTHERLY LINE, 353.43 FEET TO A POINT THAT IS 5.5 FEET MORE OR LESS, SOUTHWESTERLY FROM THE WATERS OF CEDAR RIVER; THENCE S.24°32'10"W., 379.47 FEET; THENCE N.58°34'53"E., 31.97 FEET TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRES OR 3,395 SQUARE FEET MORE OR LESS.

EXHIBIT "A"



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 GORDON POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703

EXHIBIT:

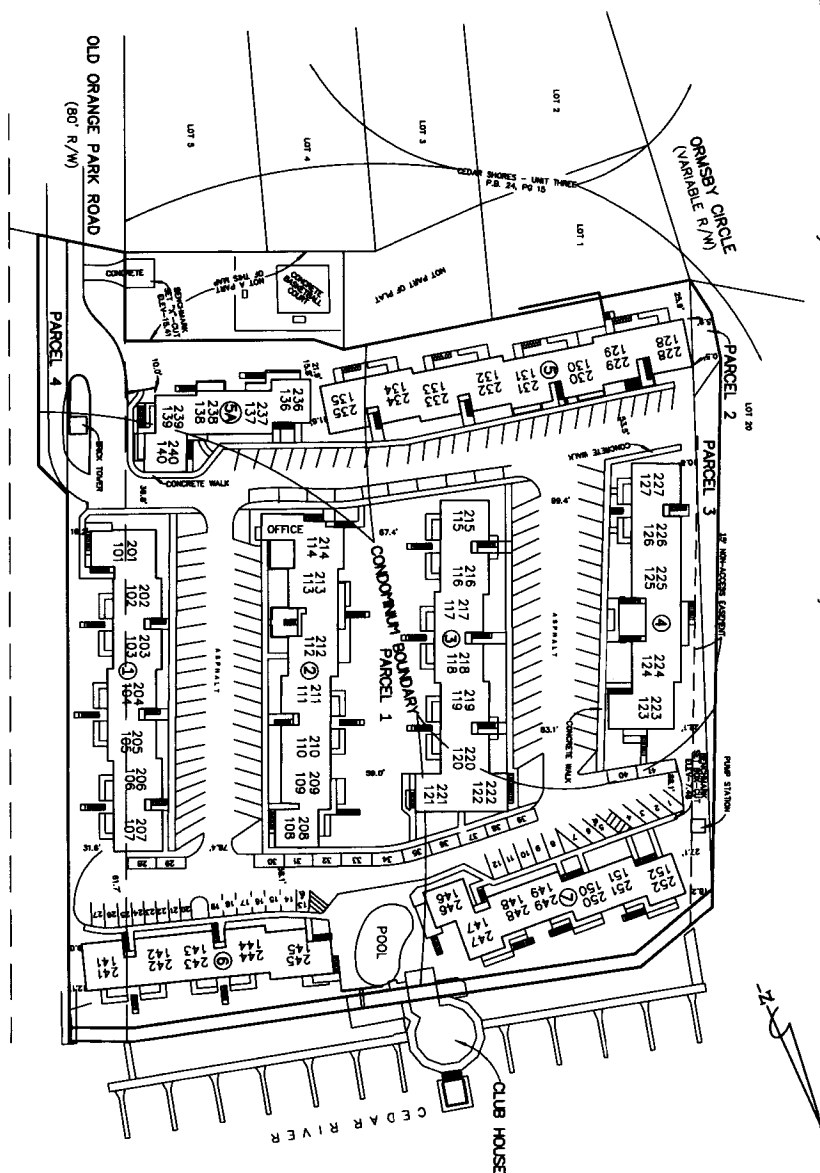
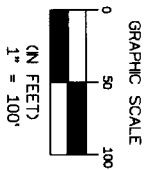
SHEET:

DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

SITEPLAN

- ⑥ DENOTES BUILDING NUMBERS
♿ DENOTES HANDICAP PARKING SPACE
NUMBERED PARKING SPACES ARE RESERVED PARKING SPACES



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703

NOTE: DIMENSIONS SHOWN HEREON ARE EXTERIOR MEASUREMENTS

EXHIBIT:

SHEET:

DATE: 3-8-07

LEGAL DESCRIPTION OF LOT 20

LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS
RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF
DUVAL COUNTY, FLORIDA

LEGAL DESCRIPTION OF SECOND MARINA

A PORTION OF LOT 1, BLOCK 8, ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO A PART OF OLD ORANGE PARK ROAD CLOSED PER DEED BOOK 1518, PAGE 383 OF SAID CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

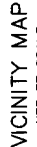
COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 5, BLOCK 3, CEDAR SHORES UNIT THREE AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 54°52'50" EAST, ALONG THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12655, PAGE 2403 OF SAID CURRENT PUBLIC RECORDS AND ALONG THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10480, PAGE 993 OF SAID CURRENT PUBLIC RECORDS, 82.63 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10480, PAGE 993; THENCE SOUTH 88°15'44" EAST, ALONG SAID SOUTHERLY LINE, 100.70 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF BLANDING BOULEVARD, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 72170-2539; THENCE NORTH 44°58'40" EAST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF BLANDING BOULEVARD, 263.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 15°15'56" EAST, 19.51 FEET; THENCE NORTH 09°15'03" WEST, 42.79 FEET; THENCE NORTH 12°53'37" WEST, 89.90 FEET; THENCE NORTH 05°25'27" WEST, 86.64 FEET; THENCE NORTH 10°08'40" WEST, 3.12 FEET; THENCE NORTH 23°40'58" WEST, 38.09 FEET; THENCE NORTH 49°13'02" WEST, 78.73 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 2397, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 22°24'11" EAST, ALONG LAST SAID LINE, 31.40 FEET TO THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 2397 AND TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 172.55 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°13'39" EAST, 187.25 FEET; THENCE SOUTH 10°30'43" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 183.35 FEET TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD ALSO BEING THE NORTHWESTERLY LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION SOVEREIGN SUBMERGED LANDS EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9622, PAGE 649, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 44°58'40" WEST, ALONG LAST SAID LINE AND ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD, 51.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,444 SQUARE FEET, MORE OR LESS.

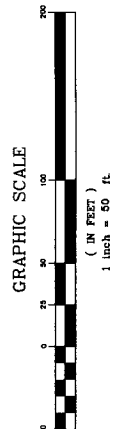
A PORTION OF LOT 1, BLOCK 8, ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO A PART OF OLD ORANGE PARK ROAD CLOSED PER DEED BOOK 1518, PAGE 383 OF SAID CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 5, BLOCK 3, CEDAR SHORES UNIT THREE AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 54°52'50" EAST, ALONG THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12655, PAGE 2403 OF SAID CURRENT PUBLIC RECORDS AND ALONG THE SOUTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10480, PAGE 993 OF SAID CURRENT PUBLIC RECORDS, 82.63 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10480, PAGE 993; THENCE SOUTH 88°15'44" EAST, ALONG SAID SOUTHERLY LINE, 100.70 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF BLANDING BOULEVARD, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 72170-2539; THENCE NORTH 44°58'40" EAST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF BLANDING BOULEVARD, 255.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 15°15'56" EAST, 25.65 FEET; THENCE NORTH 09°15'03" WEST, 41.80 FEET; THENCE NORTH 12°53'37" WEST, 89.75 FEET; THENCE NORTH 13°32'06" WEST, 3.48 FEET; THENCE NORTH 12°21'34" WEST, 13.98 FEET; THENCE NORTH 10°53'06" WEST, 3.54 FEET; THENCE NORTH 29°35'11" WEST, 43.44 FEET; THENCE NORTH 72°08'49" WEST, 95.17 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9548, PAGE 2397, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 22°24'11" EAST, ALONG LAST SAID LINE, 96.40 FEET; THENCE SOUTH 49°13'02" EAST, 78.73 FEET; THENCE SOUTH 23°40'58" EAST, 38.09 FEET; THENCE SOUTH 10°08'40" EAST, 3.12 FEET; THENCE SOUTH 05°25'27" EAST, 86.64 FEET; THENCE SOUTH 12°53'37" EAST, 89.90 FEET; THENCE SOUTH 09°15'03" EAST, 42.79 FEET; THENCE SOUTH 15°15'56" WEST, 19.51 FEET TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD; THENCE SOUTH 44°58'40" WEST, ALONG LAST SAID LINE, 8.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,029 SQUARE FEET, MORE OR LESS.



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	12.15'	94°53'33"	20.12'	17.90'
C2	25.00'	47°41'31"	20.81'	20.22'
C3	104.70'	15°53'07"	29.03'	28.94'
				N17°56'39"E



LEGEND

- L = ARC LENGTH
R = RADIUS
CH = CHORD
 Δ = DELTA
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
+ = FENCE

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 20, CEDAR SHORES UNIT THREE, PLAT BOOK 24, PAGE 15, AS N21°15'00"E.
2. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
B NO. 3731

830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
904) 260-2703

JOB No. 2006-1155 & 2006-1347 DRAFTING: KPB CAD FILE: 2006-1155.DWG

FILE No. T3S-709

Prepared by and Return to:
 Bert C. Simon, Esquire
 Gartner, Brock & Simon
 1660 Prudential Drive, Suite 203
 Jacksonville, Florida 32207

RECREATIONAL EASEMENT AND USE AGREEMENT

THIS RECREATIONAL EASEMENT AND USE AGREEMENT (the "Agreement") is made and entered into this 18th day of April, 2007, by and between CHARLES O. CHUPP, whose address is P.O. Box 40606, Jacksonville, Florida 32214 ("Grantor"), and CEDAR SHORES, LTD., a Florida limited partnership, whose address is P.O. Box 40606, Jacksonville, Florida 32214 ("Grantee").

Preliminary Statement

Grantor is the owner of a certain parcel of land located in Jacksonville, Florida and more particularly described on **Exhibit "A"** hereto (identified as the "Recreational and Well Parcel" in this Agreement and as the "Park Parcel" on **Exhibit "A"** hereto), on which are located certain improvements, including a basketball court, picnic tables, barbecue grills, and a well water supply system, including a water pump located within a pump house (the "Landscape Irrigation System"). Grantee is the owner of a certain parcel of land located in Jacksonville, Florida and more particularly described on **Exhibit "B"** hereto (the "Condominium Parcel"), including irrigation lines that connect to the Landscape Irrigation System located on the Recreational and Well Parcel. Grantee has commenced development of Coastal Creek Condominiums (the "Condominium") upon the Condominium Parcel, which is located immediately adjacent to the Recreational and Well Parcel. Grantor desires to grant to Grantee and Grantee desires to accept from Grantor an easement for access and use of the facilities located on the Recreational and Well Parcel, including the basketball court, picnic tables, barbecue grills, and Landscape Irrigation System, in addition to the maintenance responsibilities associated with that easement, subject to and in accordance with the terms and conditions set forth herein.

Now, therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor and Grantee, the parties agree as follows:

1. Grants of Easement.

(a) Grantor hereby conveys, grants and assigns to Grantee, its successors and assigns, a temporary non-exclusive easement in common with the Grantor, for the use of that portion of the Recreational and Well Parcel for the purposes set forth herein, as is also more particularly described on **Exhibit "A"** attached hereto (the "Recreational Easement Area"). The basketball court, picnic tables, barbecue grills and all other recreational facilities (the "Recreational Facilities") which are or may be located upon the Recreational and Well Parcel may be used by Cedar Shores, Ltd., its successors and assigns, including the owners of Units within the Condominium, their occupants, tenants and guests. Such use shall be in a reasonable and respectful manner and shall not interfere with the rights of or annoy the Grantor or any

adjacent landowners. Grantor may terminate the easement granted in this subparagraph at any time upon thirty (30) days written notice to Grantee.

(b) Grantor hereby conveys, grants and assigns to Grantee, its successors and assigns, a non-exclusive easement in common with the Grantor, his successors and assigns, and the record owner of the shopping center parcel located adjacent to the Condominium Parcel and also as more particularly described on **Exhibit "A"** hereto (the "Shopping Center Parcel"), his successors and assigns, for the use of the Landscape Irrigation System for purposes of landscape irrigation of the Condominium Parcel and the Shopping Center Parcel. Such use by the Grantee shall be secondary to the rights of, and shall not interfere with the rights of the Grantor, his successors and assigns, or the owner of the Shopping Center Parcel, his successors or assigns.

2. Maintenance.

(a) Grantee shall be solely responsible for the operation, maintenance, repair, and, if desired by Grantee, the replacement and restoration of the Recreational Facilities, and the cost and expense of the same shall be borne solely by the Grantee. In the event of any failure to maintain the Recreational Facilities or improper use thereof, and if Grantee shall fail to correct the deficiency within forty-eight (48) hours of receipt of written notice from Grantor, or to fail to diligently pursue such correction, Grantor may take all actions reasonably necessary to maintain the property of the Grantor. Notwithstanding the foregoing, if in Grantor's reasonable discretion immediate action is necessary to prevent personal injury or property damage or to maintain health and safety regulations, Grantor may, prior to notice to Grantee, take such actions as is reasonably necessary for such prevention or maintenance.

(b) Grantee, its successor and assigns, shall be solely responsible for the operation, maintenance, repair, replacement, and restoration of the Landscape Irrigation System, excepting only the water lines serving the Shopping Center Parcel, so long as the Condominium Parcel is being irrigated by the Landscape Irrigation System. Grantee, its successor and assigns, shall use all reasonable efforts to keep the Landscape Irrigation System in good and working order and in good condition and repair, fully operable and in compliance with all requirements of governmental entities regulating such facilities. Grantor or the owner of the Shopping Center Parcel will not have any obligation to Grantee if any problem arises in maintenance or operation of the Landscape Irrigation System. If, within forty-eight (48) hours following receipt of written notice from Grantor or the owner of the Shopping Center Parcel of a loss of irrigation service or materially substandard irrigation service from the Landscape Irrigation System, Grantee shall fail to maintain and repair the Landscape Irrigation System or fail to commence and diligently continue to repair any defect in the Landscape Irrigation System, which in either case results or may result in substandard service or loss of service to the Shopping Center Parcel, Grantor may make repairs or perform maintenance to the Landscape Irrigation System that is necessary to restore service to the Shopping Center Parcel. Grantee shall promptly reimburse Grantor for all expenses incurred plus reasonable overhead and administrative costs. Any maintenance or repair to the Landscape Irrigation System, whether performed by Grantor or Grantee, shall be diligently pursued to completion and shall be done in a manner that minimizes the interference with use by the Shopping Center Parcel or Condominium Parcel. When making the necessary repairs, Grantee shall not have the right to disturb any buildings or other structures on the Recreational

and Well Parcel, but may disturb (only to the extent necessary) paved driveways, sidewalks, landscaped areas, and other improvements which are not buildings or other structures. Grantee shall promptly restore any improvements disturbed by Grantee's maintenance and repair activities to their condition prior to the repair.

(c) Both parties acknowledge and agree upon the importance of keeping any interruption of the irrigation service provided by the Landscape Irrigation System to either the Condominium Parcel or the Shopping Center Parcel to a minimum. Accordingly, Grantee agrees to timely and diligently perform all normal maintenance and repair responsibilities hereunder, and to promptly perform and complete any necessary maintenance and repairs to any portion of the irrigation system for which it is responsible. "Necessary" maintenance and repairs includes, without limitation, such repairs and maintenance as shall be required to correct or prevent the interruption of irrigation service to either the Condominium Parcel or the Shopping Center Parcel.

3. Insurance and Indemnification. Grantee shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence for bodily or personal injury or death and for property damage insuring against liabilities incurred in the exercise of the easement rights herein granted over the Recreational Easement Area. Grantor shall be named an "additional insured" under such policy. The limits stated in this paragraph shall be increased from time to time as is reasonable under the circumstances and as agreed by the parties.

Each party shall indemnify and hold the other harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees, arising or occurring by virtue of any injury or death to persons or damage to property caused by any negligent or wrongful act or omission of the indemnifying party in connection herewith; provided, however, neither Grantor nor Grantee shall be liable for special, consequential or punitive damages, without a finding of gross negligence or willful misconduct.

4. Remedies. Time is of the essence for purposes of this Agreement. In the event either party fails to perform any covenant, condition or agreement hereof as provided herein, the other party shall be entitled to pursue any and all rights and remedies available to it at law or equity. It is agreed that monetary damages may not be an adequate remedy in the event of a breach of this Agreement, and accordingly each party shall be entitled to a decree of specific performance of the other party's obligations hereunder. In addition to other remedies available to Grantor, Grantor shall be permitted to terminate the easement herein granted to Grantee upon thirty (30) days notice of the occurrence of a breach by Grantee of this Agreement. All rights and remedies of either party hereunder are cumulative and in addition to any rights and remedies which either party may have under applicable law, and the exercise of any one right or remedy by either party against the other will not deprive such party of any other right or remedy against the other party.

5. Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of either of the parties hereto shall bind and inure to the benefit of their respective

successors and assigns and the holders of any mortgages encumbering the fee estate of the Recreational and Well Parcel or the Condominium Parcel. All easements, rights and privileges granted hereby shall constitute covenants running with the land. Grantor may not assign any of its rights or obligations hereunder or delegate any of its duties hereunder except to any grantee of a deed conveying the Recreational and Well Parcel. The rights and obligations hereunder of Grantee shall be deemed to have been assigned to the association of owners of the Condominium Parcel, which may delegate any of its duties hereunder to a licensed real estate management company. Upon any assignment permitted hereunder where the assignee assumes all of the rights, obligations and duties of the assignor, the assignor shall be released and discharged of all rights, obligations and duties hereunder and the assignee shall become the Grantor or Grantee, as the case may be, for all purposes.

6. Notices. All communications provided for hereunder shall be deemed effective when delivered by a recognized overnight courier service that requires a signature for delivery, or on the third business day following deposit in the U. S. Mail when sent by first class mail, certified, return receipt requested, or by confirmed facsimile transmission as follows or to such other address with respect to any party as such party shall notify the other in writing:

As to Grantor: Charles O. Chupp
P.O. Box 40606
Jacksonville, Florida 32214
Telephone: (904) 633-6901
Facsimile: _____

As to Grantee: Cedar Shores, Ltd.
P.O. Box 40606
Jacksonville, Florida 32214
Telephone: (904) 633-6901
Facsimile: _____

7. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any legal proceeding hereunder is agreed to be Duval County, Florida and the Fourth Judicial Circuit of the State of Florida.

8. Amendment. No term of this Agreement may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

9. Litigation. In the event of any litigation or other dispute resolution proceeding between the Grantor and Grantee with respect to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover all attorney's fees, paralegal fees and costs, whether incurred in connection with trial or appeal.

10. No Joint Venture or Partnership. The relationship between Grantor and Grantee is not intended to be a joint venture or partnership and neither party shall be the agent of the

other for any purpose, unless specifically granted in writing after the execution hereof. Neither party shall hold itself out as an agent, partner, or joint venture with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency or partnership by the other contrary to the provisions of this paragraph.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Agreement on the day and year first above written.

Grantor:

Signed, sealed and delivered
in the presence of:

Sherril Cox
Print Name: Sherril Cox

CHARLES O. CHUPP

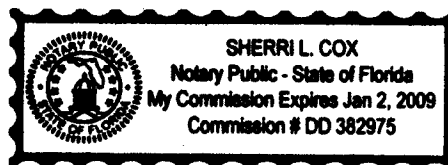
MaryAnn Thompson
Print Name: MaryAnn Thompson

Date: April 12, 2007

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of April, 2007, by Charles O. Chupp. He/she is personally known to me or has produced _____ as identification.

Sherril L. Cox
Notary Public, State of Florida
at Large
Sherril L. Cox
Print Name
My commission expires:



[counterpart signature page to Easement Agreement]

Grantee:

Signed, sealed and delivered
in the presence of:

CEDAR SHORES, LTD.,
a Florida limited partnership

By: CSJ Management, Inc.,
a Florida for profit corporation
Its General Partner

Sherril Cox
Print Name: Sherril Cox

Mary Ann Thompson
Print Name: _____

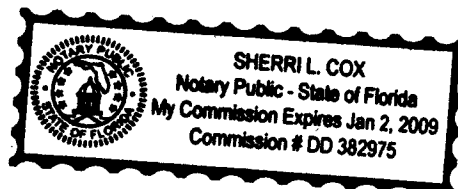
[Signature]
By: _____
Print Name: CHARLES CHUPP
Title: Pres

Date: April 12, 2007

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of April, 2007, by Charles Chupp, as President of CSJ Mgmt, Inc., General Partner of Cedar Shores, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced as identification.

Sherril Cox
Notary Public
State and County aforementioned
Sherril Cox
Print Name
My commission expires:



LIST OF EXHIBITS

Exhibit "A"	Legal Description of "Recreational and Well Parcel" (or "Park Parcel")
	Legal Description of "Shopping Center Parcel"
	Legal Description of "Recreational Easement Area"
Exhibit "B"	Legal Description of "Condominium Parcel"

Map Showing

PARK PARCEL

A PORTION OF THOSE LANDS DESIGNATED "WEST" OF ORTEGA FARMS- BLOCK 3, PLAT 3, PG. 79, OF THE CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTLY CORNER OF LOT 5, SHORES UNIT THREE, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF SAID CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, AND PROCEED WEST ALONG THE LINE OF OLD ORANGE PARK ROAD (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 66°33'00" WEST, ALONG THE NORTHERLY LINE OF LOT 4, SAID PLAT OF CEDAR SHORES UNIT THREE, 152.00 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINING 8,423 SQUARE FEET, MORE OR LESS.

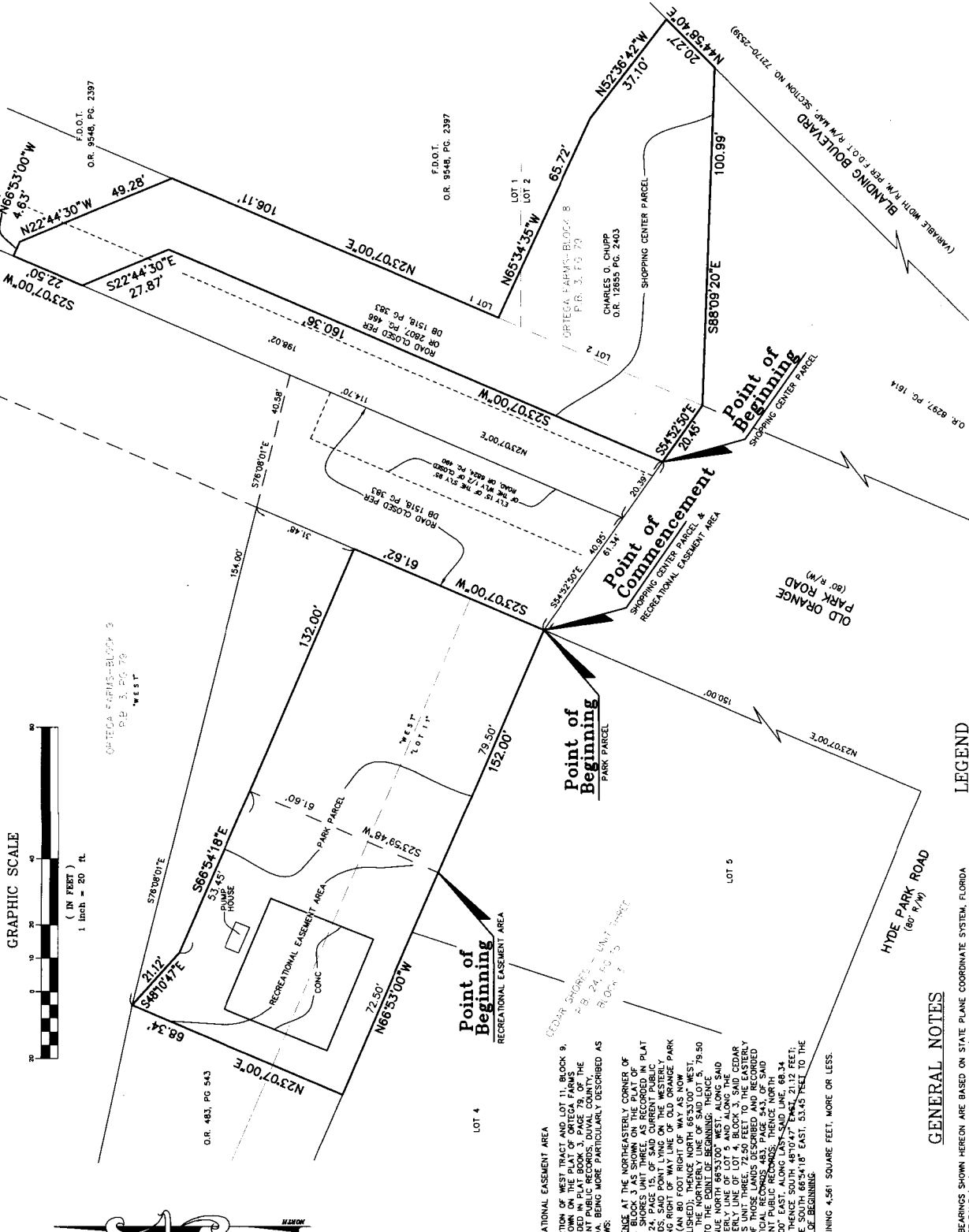
SHOPPING CENTER PARCEL

A PARCEL OF LAND LYING IN LOTS 1 AND 2, BLOCK 3, AS SHOWN ON THE PLAT OF LOT 5, SHORES UNIT THREE, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF SAID CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, AND PROCEED WEST ALONG THE LINE OF OLD ORANGE PARK ROAD (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 66°33'00" WEST, ALONG THE NORTHERLY LINE OF LOT 4, SAID PLAT OF CEDAR SHORES UNIT THREE, 152.00 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINING 8,423 SQUARE FEET, MORE OR LESS.

COMMENCE AT THE NORTHEASTLY CORNER OF LOT 5, BLOCK 3, AS SHOWN ON THE PLAT OF LOT 5, SHORES UNIT THREE, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF SAID CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, AND PROCEED WEST ALONG THE LINE OF OLD ORANGE PARK ROAD (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 66°33'00" WEST, ALONG THE NORTHERLY LINE OF LOT 4, SAID PLAT OF CEDAR SHORES UNIT THREE, 152.00 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINING 8,423 SQUARE FEET, MORE OR LESS.



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft

ORTEGA FARMS- BLOCK 3
PLAT 3, PG. 79
WEST

RECREATIONAL EASEMENT AREA

CONC

RECREATIONAL EASEMENT AREA

RECREATIONAL EASEMENT AREA

RECREATIONAL EASEMENT AREA

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RECREATIONAL EASEMENT AREA

RECREATIONAL EASEMENT AREA

GENERAL NOTES

1. BEARINGS SHOWN HEREIN ARE BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (NAD 1983 1980 NGS ADJUSTMENTS), AND ARE REFERENCED TO THE NORTH. THE RIGHT OF WAY LINE OF LOT 5, BLOCK 3, CEDAR SHORES UNIT THREE, AND THE RIGHT OF WAY LINE OF LOT 4, BLOCK 3, CEDAR SHORES UNIT THREE, ARE RECORDED IN PLAT BOOK 24, PAGE 15, OF SAID CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.

- LEGEND
- CONC = CONCRETE
 - DB = DEED BOOK
 - F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 - NGS = NATIONAL GEODETIC SURVEY
 - NAD = NORTH AMERICAN DATUM
 - NO = NUMBER
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - R/W = RIGHT OF WAY

REVISED 3-28-07 TO AMEND SHOPPING PARCEL AND ADD RECREATIONAL EASEMENT (2007-415) (AGP)
REVISED 3-6-07 TO INCLUDE SHOPPING PARCEL AND CHANGE BOUNDARY OF PLAYGROUND PARCEL (2007-415) (JMS)

Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703



DATE: AUGUST 3, 2006

SCALE: 1" = 20'

CAD FILE: 2006-1374.DWG CHECKED BY: BL PITMAN, P.L.S. No. 4827

JOB No. 2006-1374 DRAFTING: KPB/JMS

FILE No. T35-708

EXHIBIT "B"

COASTAL CREEK CONDOMINIUMS

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DESCRIPTION AS PROVIDED:

PARCEL 1:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF THE OLD ORANGE PARK ROAD, AS CLOSED BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA, AND DESCRIBED IN DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY THAT TRACT MARKED "WEST" AND A PART OF LOT 1, BLOCK 3, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST" TRACT; THENCE SOUTH 77°39' EAST ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 3, AS SHOWN ON SAID PLAT OF CEDAR SHORES UNIT 3, AND 212' FEET; THENCE SOUTH 86°31' EAST, 132.00 FEET TO THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF SAID ORANGE PARK ROAD, AS DESCRIBED IN SAID DEED BOOK 1518, PAGE 383 AND SAID OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST" TRACT; THENCE SOUTH 77°39' EAST ALONG THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD, A DISTANCE OF 560 FEET, MORE OR LESS TO THE FACE OF AN EXISTING WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER; THENCE WESTERLY ALONG THE NORTHERLY FACE OF SAID WOODEN BULKHEAD AND ALONG THE WATERS OF SAID CEDAR RIVER, 485.0 FEET, MORE OR LESS, TO A POINT WHICH LIES NORTH 21° 38' EAST, 440.0 FEET, MORE OR LESS, AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3 AND A NORTHERLY PROLONGATION THEREOF; THENCE SOUTH 21° 38' WEST ALONG SAID LAST MENTIONED LINE, 440.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL 4:

A PORTION OF OLD ORANGE PARK ROAD, AS CLOSED BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA, AND DESCRIBED IN DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY THAT TRACT MARKED "WEST" AND A PART OF LOT 1, BLOCK 3, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST" TRACT; THENCE SOUTH 77°39' EAST ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 3, AS SHOWN ON SAID PLAT OF CEDAR SHORES UNIT 3, AND ALONG A SOUTHEASTERLY PROLONGATION THEREOF, 212' FEET; THENCE SOUTH 86°31' EAST, 132.00 FEET TO THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF SAID ORANGE PARK ROAD, AS DESCRIBED IN SAID DEED BOOK 1518, PAGE 383 AND SAID OFFICIAL RECORDS VOLUME 2807, PAGE 466 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST" TRACT; THENCE SOUTH 77°39' EAST ALONG THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 54°29'50" EAST, 61.62 FEET; THENCE SOUTH 54°29'50" EAST, 40.89 FEET TO THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 54°29'50" EAST, 20.46 FEET; THENCE NORTH 23°30'00" EAST, 160.36 FEET; THENCE NORTH 22°21'30" WEST, 27.87 FEET TO SAID CENTERLINE OF OLD ORANGE PARK ROAD; THENCE SOUTH 23°30' WEST, ALONG SAID CENTERLINE, A DISTANCE OF 176.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

10' STRIP
A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 AND A PORTION OF WEST TRACT, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, DISTANCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9006, PAGE 2316 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 08°39'13" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 27'46" FEET; THENCE NORTH 23°19' EAST, CONTINUING ALONG LAST SAID LINE 3272 FEET TO THE SOUTHERLY CORNER OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9125, PAGE 1166 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 24°21'00" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, 37146 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 24°21'00" WEST, 37146 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 24°21'00" WEST, 37146 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21°38'00" EAST, 503 FEET; THENCE NORTH 73°38'00" EAST, 6450 FEET; THENCE SOUTH 74°36'41" EAST, 356.00 FEET; THENCE SOUTH 65°30'00" EAST, 4439 FEET; THENCE SOUTH 23°30'00" WEST, 1000 FEET; THENCE NORTH 65°30'00" WEST, 4439 FEET; THENCE NORTH 74°36'41" WEST, 352.36 FEET; THENCE SOUTH 73°38'00" WEST, 69.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 6,508 SQUARE FEET, MORE OR LESS.



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3630 GROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 286-2703

EXHIBIT:

SHEET:

DATE: 3-9-07

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

DESCRIPTION AS PROVIDED:

PARCEL 2:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, AND RUN N. 08° 39' 13" W., A DISTANCE OF 27.46 FEET; THENCE N. 12° 11' 19" E., A DISTANCE OF 32.72 FEET; THENCE N. 58° 34' 32" E., A DISTANCE OF 31.97 FEET TO THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3; THENCE S. 21° 38' 00" W., ALONG SAID EASTERLY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF BEGINNING, CONTAINING 943.27 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"



PREPARED BY:
Clary & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3830 GROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703

EXHIBIT:

SHEET:

DATE: 12-13-04

COASTAL CREEK CONDOMINIUMS CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

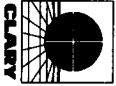
DESCRIPTION AS PROVIDED:

PARCEL 3:

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N.21°38'00"E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 20, BLOCK 1, 81.54 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE N.21°38'00"E., ALONG SAID SOUTHERLY LINE, 353.43 FEET TO A POINT THAT IS 5.5 FEET MORE OR LESS, SOUTHWESTERLY FROM THE WATERS OF CEDAR RIVER; THENCE S.24°32'10"W., 379.47 FEET; THENCE N.58°34'53"E., 31.97 FEET TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRES OR 3,395 SQUARE FEET MORE OR LESS.

EXHIBIT "B"



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JACKSONVILLE, FLORIDA 32257
(904) 280-2703

EXHIBIT:

SHEET:

DATE: 12-13-04

LEGAL DESCRIPTION OF NON-ACCESS EASEMENT

A PORTION OF WEST TRACT, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS RECORDED IN PLAT BOOK 3, PAGE 79, AND A PORTION OF LOT 20, BLOCK 1, AS SHOWN ON THE PLAT OF CEDAR SHORES UNIT THREE, RECORDED IN PLAT BOOK 24, PAGE 15, ALL OF THE CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT THREE, SAID POINT ALSO BEING THE MOST SOUTHERLY POINT OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9058, PAGE 2318 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE WESTERLY LINE OF LAST SAID LANDS THE FOLLOWING 2 COURSES AND DISTANCES; COURSE NO. 1: THENCE NORTH 08°02'13" WEST, 27.46 FEET; COURSE NO. 2: THENCE NORTH 11°48'18" EAST, 32.71 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9125, PAGE 1168 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 24°09'10" EAST, 24°09'10" WEST, 28.50 FEET; THENCE SOUTH 03°13'02" WEST, 69.29 FEET; THENCE SOUTH 38°03'17" WEST, 47.03 FEET; THENCE SOUTH 68°53'53" WEST, 19.12 FEET; THENCE SOUTH 24°09'10" WEST, 243.65 FEET; THENCE SOUTH 11°48'19" WEST, 28.33 FEET; THENCE SOUTH 09°02'13" EAST, 30.46 FEET TO THE NORTHERLY LINE OF LOT 1, BLOCK 3, SAID CEDAR SHORES UNIT THREE; THENCE NORTH 78°02'00" WEST, 16.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,514 SQUARE FEET, MORE OR LESS.

CONSENT OF MORTGAGEE**COASTAL CREEK CONDOMINIUMS**

COMPASS BANK, an Alabama banking corporation, whose address is 10060 Skinner Lake Drive, Jacksonville, Florida 32246, the holder of that certain Amended and Restated Mortgage, Security Agreement and Financing Statement given by **CEDAR SHORES, LTD.**, a Florida limited partnership, recorded at Official Records Book 12655, page 2359 of the Public Records of Duval County, Florida (the "Mortgage"), hereby joins in the Declaration of Condominium of Coastal Creek Condominiums (the "Declaration") for the purpose of subordinating the Mortgage to the terms and conditions of said Declaration.

Signed, sealed and delivered
in the presence of:

Marlene Cox
Print Name: Marlene Cox

C. French Yarbrough
COMPASS BANK
By: FRENCH YARBROUGH
Print Name: _____
Title: SVP

Kyle Knox
Print Name: _____

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5th day of April, 2007 by C. French Yarbrough, as Sr. Vice President of **COMPASS BANK**. He/she (☒) is personally known to me or () has produced _____ as identification.

Marlene Cox
Notary Public, State and County Aforesaid
Marlene S. Cox
Print Name: _____
My Commission Expires: _____
My Commission Number is: _____

