

Prepared by and revised under the supervision of:
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**DECLARATION OF CONDOMINIUM
OF
SAN MARCO PLACE, A CONDOMINIUM**

THIS **DECLARATION OF CONDOMINIUM** is made this 12TH day of January, 2007, by **RIVERPLACE DEVELOPMENT, LLC**, a Florida limited liability company (the "Developer"), the owner of fee simple title of the land described herein, and with the intent and purpose of submitting said land and all improvements thereon to the condominium form of ownership, the Developer makes the following declarations.

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The Developer hereby submits to the condominium form of ownership and use the Real Property, as more fully described in Article III hereof, together with the improvements now and hereafter situated thereon and the easements and rights appurtenant thereto pursuant to Chapter 718, Florida Statutes, as amended to the date hereof (the "Condominium Act").

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is **SAN MARCO PLACE, A CONDOMINIUM** (the "Condominium"). The address of the Condominium is 1478 Riverplace Boulevard, Jacksonville, Florida 32207.

III. THE REAL PROPERTY.

The real property submitted to condominium (the "Real Property") which consists of land and easements for access, support and utilities, is located in Duval County, Florida and is described in **Exhibit "A"** attached hereto. A survey of the Real Property is attached hereto and made a part hereof as **Exhibit "B"**. A site plan showing the general location of the Real Property in relation to the facilities and buildings, as hereinafter more fully described, is attached hereto as **Exhibit "B-2"**. **Exhibit "C"** is a graphic depiction of the improvements, including the Units, as hereinafter described. **Exhibits "A", "B", "B-2" and "C"**, together with this Declaration, identify the Common Elements and each Unit in the Condominium and their relative size and location. The Condominium includes units which are located above a parcel of real property which is not part of the Condominium.

IV. DEFINITIONS.

A. **Units.** Each Unit, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject to the provisions of the condominium documents establishing this Condominium, the Condominium Act and any other covenants and restrictions or easements of record. Each Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the condominium documents and the Condominium Act.

The boundaries of each Unit shall be as follows:

- (1) The upper horizontal boundary of each Unit shall be the lower surface of the unfinished ceiling extended to an intersection with the vertical boundaries.
- (2) The lower horizontal boundary of each Unit shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries.
- (3) The vertical boundaries of each Unit shall be the plane of the unfinished wall exposed to the interior of the Unit.

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

B. **Common Elements.** The term "Common Elements" as used herein shall mean and comprise all of the real property and improvements of the Condominium located upon the Real Property, except Units, including, without limitation: (1) the rights appurtenant to the Condominium under the Declaration; (2) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; (3) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; (4) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation, specifically excluding however, any utility main lines, distribution lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Real Property; (5) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; (6) fixtures owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; (7) easements for ingress and egress serving the Condominium; (8) all elevators; (9) the stairways not located within a Unit; (10) the exterior hallways; (10) the roof and exterior walls of the building; (11) a social/fitness room; (12) all paved and landscaped areas not within a Unit but located within the Real Property; (13) retention and storm drainage facilities; (14) entryway signage; (15) paved

surfaces for access and parking; (16) a Surface Water or Stormwater Management System; and (17) all Limited Common Elements, including, but not limited to, Garage Parking Spaces, Storage Spaces or balconies, all as more particularly described in Section C below.

C. Limited Common Elements. The term "Limited Common Elements" as used herein shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, and consist of the following:

- (1) the exclusive use of any fixtures, equipment or appliances exclusively serving one Unit, including, if applicable, air conditioning compressors, ducts, pipes, wiring, controls, light fixtures or other apparatus serving only one Unit, even if the same are located outside of the Unit;
- (2) exclusive use of an entryway at the entrance to each Unit and a terrace or balcony attached to the exterior of the building and serving only one Unit;
- (3) the exclusive use of one or more parking spaces located in the parking garage area of the condominium building ("Garage Parking Space") as assigned by Developer in its sole discretion. The Developer will assign to the Owner of each Unit, as a Limited Common Element, the exclusive use of one or two Garage Parking Spaces located in the Parking Garage. There will be a total of two hundred fifty-one (251) Garage Parking Spaces available. The locations and numbers of the Garage Parking Spaces are designated on the Parking Garage Floor Plans, which are attached hereto as part of Exhibit "C." Sheets 03, 03-B, 04 and 05 shade all of the Garage Parking spaces to identify them as limited common elements. Because shading makes the Garage Parking Space numbers difficult to read, Sheets 03-A, 03-C, 04-A and 05-A, depict the numbers of parking spaces for numbering purposes.
- (4) if assigned by the Developer, the exclusive use of one storage space ("Storage Space") as assigned by the Developer in its sole discretion. There are a total of seventy (70) Storage Spaces. The locations and identification (S-number) of the Storage Spaces are set forth in the Parking Garage Floor Plans attached as Exhibit C. Sheets 03, 03-B, 04 and 05 shade all of the Storage Spaces to identify them as limited common elements. Because shading makes the storage Space numbers difficult to read, Sheets 03-A, 03-C, 04-A and 05-A, depict the numbers of Storage Spaces for numbering purposes.

Conveyance of Limited Common Elements. At the time of the conveyance by Developer to an Owner of a Unit, the special warranty deed will include an assignment of one or two Garage Parking Spaces and, if agreed to by Developer, a Storage Space. Thereafter, the Garage Parking Space(s) and Storage Space designated in said deed of conveyance shall be considered a Limited Common Element for the exclusive use of the Unit conveyed in the deed

and shall not be conveyed, assigned or pledged separately from the Unit. In conveyances subsequent to the first conveyance from the Developer, whether or not the deed specifically refers to the Garage Parking Space(s) and Storage Space, the same shall remain a Limited Common Element of the Unit to which it was originally assigned. After Developer has conveyed all of the Units, any spaces not designated or assigned to a Unit on a deed, if any, shall be considered a part of the Common Elements and shall be available as parking or storage for Unit Owners and guests and invitees of Unit Owners.

D. Covenants. That certain Declaration of Easements, Covenants and Restrictions for San Marco Place recorded in Official Records Book ~~13750~~ page ~~290~~ of the current public records of Duval County, Florida.

E. Mortgagee. The term "Mortgagee" shall mean and include any holder of a bona fide, valid first mortgage on one or more Units in the Condominium.

F. Surface Water or Stormwater Management System. The term Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control stormwater 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.

V. DESCRIPTION OF CONDOMINIUM PROPERTY.

A. Condominium Property. The improvements upon the Real Property which shall comprise the condominium property (hereinafter referred to as the "Condominium Property"), consist of one building (the "Condominium Building"), having 21 floors and 141 Units; stairways not in any of Units; elevators; a social room/fitness center; a parking garage ("Parking Garage") which includes a total of 241 parking spaces ("Parking Spaces"); and mechanical rooms. The Condominium Property also includes the right to utilize a Surface Water or Stormwater Management System. The Units are of 26 types, described and depicted in the graphic depiction attached as a part of Exhibit "C" attached hereto. The Condominium consists of the Units and Common Elements.

B. Graphic Description. Building Plans showing the site plan, elevation views; floor plans identifying each Garage Parking Space, Unit Type and the location of each Unit Type on each floor; and Unit Type Plans which describe the dimensions of each Unit Type, the location of the elevators and other common elements are attached as Exhibit "B-2" and Exhibit "C" and constitute a graphic description of the Condominium Buildings.

C. Surveyor's Certificate. The construction of the improvements on the Real Property will be substantially complete at the time of recordation of this Declaration and there is attached hereto as the last page of Exhibit "B" a form of certificate of a surveyor authorized to practice in this state which provides that the construction of the Units to be conveyed are substantially complete so that the materials in Exhibits "A" through "C" attached hereto, together with the provisions of the Declaration describing such improvements are an accurate

representation of the location and dimension of such improvements and that the identification, location and dimensions of the common elements and of each Unit to be conveyed can be determined from these materials. If not recorded with this Declaration, the Surveyor's Certificate will be signed and recorded upon completion of the improvements.

VI. APPURTENANCES TO UNITS.

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

- (1) An undivided percentage share as described in Article X hereof, in the Common Elements, as described above.
- (2) The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements.
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on **Exhibit "C"** hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;
- (4) Non-exclusive easements, to be used and enjoyed in common by all present and future Owners of Units in the Condominium, their guests and invitees, for use of those Common Elements or other facilities not designated elsewhere herein as Limited Common Elements including, without limitation, easements for the furnishing and maintenance of utility services to all parts of the Real Property over, across, in and through the Real Property and Building, as the fixtures and equipment therefor now exist and/or may be modified or relocated.
- (5) An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit, or upon any portion of the Common Elements, or vice versa, for any reason not caused by or resulting from the willful act of Developer or any Unit Owner or Owners, including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachments, as an easement appurtenant to the encroaching Unit or other improvements, to the extent of such encroachment;
- (6) A nonexclusive, perpetual easement running with the land, for access, ingress and egress, use and enjoyment over and across certain areas pursuant to the terms of the Covenants referred to herein as the "Shared

Property” (hereinafter defined), including but not limited to, private roadways and pedestrian walkways.

- (7) The right to membership in the “Owners Association” (hereinafter defined) upon the terms and conditions set forth elsewhere herein.

VII. SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC.

The entity responsible for the operation of this Condominium shall be San Marco Place Condominium Association, Inc., a Florida corporation not-for-profit (the “Owners Association” or “Association”). A copy of the Association’s Articles of Incorporation and Bylaws are attached hereto and made a part hereof as Exhibits “D” and “E”, respectively. The Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent not prohibited by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations; provided further, however, that the Developer hereby reserves the rights provided in the Condominium Act and this Declaration and the Bylaws of the Owners Association to initially manage and operate the Condominium Property.

VIII. VOTING RIGHTS OF UNIT OWNERS.

The Owner or Owners of each Unit (the “Unit Owner”) shall become a member or members of the Owners Association automatically upon and simultaneously with the delivery of a deed of conveyance of fee title of the Unit. There shall be appurtenant, and pass with title, to each Unit one vote as a member of the Owners Association, which may be exercised by the Owner(s) as set forth in the Articles of Incorporation and Bylaws of the Owners Association. Membership in the Owners Association shall terminate when a Unit Owner’s vested interest in the fee title to the Unit terminates. Membership in the Owners Association cannot be separately transferred, assigned or pledged in any manner except as an appurtenance to the respective Unit.

IX. AMENDMENT OF DECLARATION.

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

- (1) **Notice.** Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.
- (2) **Proposal.** Amendments to this Declaration may be proposed by (i) the Board of Directors (the “Board” or the “Board of Directors”) of the Owners Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present; or (ii) by the Owners of not less than thirty percent

(30%) of the Units, either by vote of such Owners at a special or regular meeting of the members of the Owners Association; or by written instrument signed by them.

(3) **Adoption.** Any amendment to this Declaration so proposed by the Board or members of the Owners Association shall be transmitted to the President of the Owners Association; or, in the absence of the President, to a Vice President or other acting chief executive officer. The meeting of the members of the Owners Association to consider the vote upon the proposed Amendment shall be held after due Notice in accordance with the Notice requirements contained in the Bylaws of the Owners Association, not sooner than fourteen (14) days, nor later than sixty (60) days from the date of receipt of the proposed Amendment. The Amendment may be considered at a Special or Annual Meeting, provided there is compliance with the time and notice requirements set forth herein and in the Bylaws of the Owners Association. Any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Owners Association and such waiver, when delivered to the Secretary of the Owners Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted and shall become effective, by and upon the affirmative vote at such meeting of Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Units present in person or by proxy at such meeting; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66-2/3%) of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

- (i) Change the configuration or size of any Unit unless the record Owner thereof and all record holders of liens thereon shall join in the execution and acknowledgment of the amendment;
- (ii) Discriminate against any Unit Owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record Owners of all affected Units and record holders of all liens thereon shall join in the execution and acknowledgment of the amendment;
- (iii) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus or Common Expenses, unless the record Owners of all Units and the

record holders of all liens thereon shall join in the execution and acknowledgment of such amendment.

- (iv) Make any change in Article XII hereof, entitled "Insurance" nor in Article XIII hereof, entitled "Reconstruction or Repair After Casualty" unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment;
 - (v) Adversely affect the lien or priority of any previously recorded mortgage, unless the mortgagee joins in the execution and acknowledgement of the amendment.
- (4) **Effective Date and Recording Evidence of Amendment.** An amendment of this Declaration shall be effective when properly recorded in the public records of Duval County, Florida. The President of the Owners Association, or in the absence of the President, a Vice President or other acting chief executive officer of the Owners Association, shall cause to be filed in the public records of Duval County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit Owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Owners Association that such amendment was adopted by the Owners Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record Owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Owners Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.
- (5) **Amendment to Correct Omission or Error in Condominium Documents.** Notwithstanding any provision to the contrary set forth in this Article or elsewhere in this Declaration, the Developer, or a majority of the Unit Owners, may amend this Declaration to correct any inadvertent scrivener's error or omission which does not materially alter or affect the rights of Unit Owners, or add any surveyor's certificate(s) as described in Article V, Section C hereof, all without (in the case of an amendment by the Developer) the consent or joinder of any Unit Owner or (in either event) any Mortgagee of any Unit.

B. Developer's Right to Amend Declaration of Condominium. Developer shall have the right to amend the Declaration of Condominium without the approval of a majority of the total votes of the Association except with respect to the following matters as to which approval and joinder of all Unit Owners and all holders of liens on the affected Units (which shall mean all Units as to item D below) shall be required.

- (1) Make any changes in the configuration or size of any Unit in any material fashion.
- (2) Materially alter or modify the appurtenances to any Unit.
- (3) Change the proportion or percentage by which the Unit Owner shares the Common Expense of the Condominium, and owns the Common Surplus of the Condominium.
- (4) Permitting timeshare estates to be created in any Unit.

X. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which the Owners of Units in the Condominium shall be liable to the Owners Association pursuant to this Declaration or the By-Laws of the Association, including, without limitation, all such expenses related to the maintenance, operation and repair of the Condominium and the Condominium Association, and expenses due pursuant to the Declaration. The term "Common Surplus," as used herein, shall mean the excess of all receipts from Owners of Units in the Condominium, including, without limitation, assessments, rents, profits, and revenues on account of the Common Elements of the Condominium, over the amount of the Common Expenses of the Condominium. Each Unit Owner shall share the Common Expenses and shall own the Common Surplus and the Common Elements in percentage shares as set forth in Exhibit F attached hereto.

XI. MAINTENANCE, REPAIRS AND REPLACEMENTS

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

A. Unit Owner's Responsibility. Each Unit Owner shall maintain, repair and replace, at his expense: his Unit, and the fixtures, equipment, utilities and appliances comprising a part thereof, located therein or exclusively serving the same even if located outside the Unit, and including, without limitation, all doors within the Unit and those which open to the Unit from the outside, interior walls and partitions, interior of windows and window apparatus and glass, sliding glass and screen doors, heating and air conditioning equipment within the Unit, any air conditioning compressor located outside of the Unit serving only that Unit, and the ducts, pipes, wirings, controls and other apparatus serving only that Unit, even if located outside of the Unit. Each Unit Owner shall be responsible for the cost of keeping his Limited Common Elements in a clean and orderly condition. If a Unit Owner fails to perform promptly his responsibilities of repair, maintenance and replacement, the Association shall be entitled to seek all remedies available at law, including the right to take legal action to require the Unit Owner to perform the responsibilities. The Association, in addition, shall have 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.

B. Owners Association's Responsibility. The Owners Association shall be responsible for and shall assess against and collect from the Owners of all Units in the Condominium the costs of maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Elements provided, however, that each Unit Owner shall keep his own patio or balcony clean and orderly. The Owners Association shall, at the expense of the Owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacement of or to Common Elements. The Owners Association shall be responsible for repairing and replacing all Limited Common Elements and shall assess against and collect from the Owner of all Units in the Condominium, the cost of such repair and replacement. The Owners Association shall have a reasonable right of entry into any Unit for the purpose of maintenance, repair or replacement of any Common Elements or any portion of the Unit to be maintained by the Owners Association or as necessary to prevent damage to the Common Elements or to a Unit or Units. The Owners Association shall have the right to grant permits, easements, and licenses over the Common Elements for the proper maintenance or operation of the Condominium. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

C. Maintenance and Repair Necessitated by Negligence of Unit Owners. A Unit Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of such Unit Owner or his family members, guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association. In addition, the Association shall have all rights and remedies set forth in Section A of this Article XI.

D. Association Right to Perform Remedial Maintenance. The Association shall have the right, but not the obligation to perform remedial and continuing maintenance to Units, the Limited Common Elements and other areas which are the responsibility of the Unit Owner where it has been determined by the Association that the Unit Owner having responsibility for the maintenance of the subject property has failed to properly maintain same in good condition as determined by the Association in its sole discretion. In such event, the Association shall provide written notice to the Unit Owner indicating the failure of maintenance and requesting that such failure be remedied and abated within ten (10) days thereafter. If such failure is not remedied and abated within said time period, in addition to the rights and remedies of the Association set forth in Section A of this Article XI, the Association shall have the right, but not the obligation to perform said maintenance and charge the Unit Owner for the cost of such maintenance and repair performed by the Association, or its designees.

XII. INSURANCE.

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

A. Duty and Authority to Obtain. The Owners Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all of such other or additional insurance coverage as it is authorized hereby to

carry, and as the Board, in its discretion, deems advisable. All insurance obtained by the Owners Association shall be purchased for the benefit of the Owners Association and the Unit Owners and their Mortgagees and all policies of insurance shall be deposited with and held by the "Insurance Trustee" (as hereinafter described). A certificate evidencing a Mortgagee endorsement shall be issued to the Mortgagee of each Unit. The Owner of each Unit may, at the expense of such Owner, obtain insurance coverage against damage to and loss of the contents of the Unit, including wall coverings, floor coverings and ceiling coverings, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Owners Association, and their respective employees, agents, guests and invitees.

B. Required Coverage. The Owners Association shall purchase and carry casualty and commercial general liability insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Owners Association; such insurance to include or afford protection against:

- (1) Loss or damage by fire or other hazards covered by standard extended coverage or for other perils by endorsements;
- (2) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location, and use to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage, and war risk insurance, if available. The insurance obtained pursuant to this subsection will not provide insurance coverage for wall, floor and ceiling coverings within a Unit.
- (3) Comprehensive general liability insurance in the amount of \$1,000,000 for personal injury and \$500,000 for property damage and an umbrella policy of \$1,000,000.00 for both, insuring the Owners Association, the Board of Directors, any management firm, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Condominium Property. This coverage shall exclude Unit Owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover cross liability claims of one insured against the other and water damage and fire legal liability coverage. The Board of Directors shall review such limits once a year.
- (4) Workmen's Compensation insurance to meet the requirements of law;

- (5) Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation; and
- (6) Adequate fidelity bonding of all persons who control or disburse funds of the Owners Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Owners Association or its management at any one time. As used in this section, 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 Owners Association shall bear the cost of bonding.

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

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

E. Additional Provisions. Any policy obtained by the Owners Association must provide for the following, if available:

- (1) Recognition of any Insurance Trust Agreements.
- (2) Waiver of the right of subrogation against Unit Owners individually.
- (3) The insurance will not be prejudiced by any act or neglect of individual Unit Owners.
- (4) The policy shall be primary in the event that the Unit Owner has other insurance covering the same loss.
- (5) The policy may not be canceled or substantially modified without at least sixty (60) days prior written notice to the Owners Association and each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

F. Assured. All policies of insurance obtained and purchased by the Owners Association shall be for the benefit of the Owners Association, its members and their

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

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

H. Insurance Trustee. The Owners Association shall have the right, but not the obligation to designate an Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Owners Association's selection of the Insurance Trustee. If the Owners Association fails or elects not to appoint such Insurance Trustee, the Owners Association will perform all obligations imposed upon such Trustee by this Declaration.

The Insurance Trustee shall be either a bank with trust powers, doing business in the State of Florida, the Board of Directors of the Owners Association or an attorney who is a member of the Florida Bar. The Insurance Trustee, if a bank or attorney, shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The duties of the Insurance Trustee, if a bank or attorney, shall be to hold such insurance policies as may be placed with it pursuant to this Article XII, Section H and to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Owners Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Owners Association shall pay a reasonable fee to the Insurance Trustee, if a bank or attorney, for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder, such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee, if a bank or attorney, may rely upon a certificate of the President and Secretary of the Owners Association, executed under oath and provided to the Insurance Trustee upon request to the Owners Association, such certificate to certify the name or names of the Owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to the Unit Owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any Mortgage or Mortgages encumbering a Unit shall not have the right to determine or

participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such Mortgage(s), unless the insurance proceeds represent a distribution to the Unit Owners and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

I. Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Insurance Trustee shall be applied and paid as follows:

- (1) **Common Elements Only.** The proceeds paid to the Insurance Trustee for loss of or damage to real property or improvements constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess, at the election of the Board, shall be paid by the Insurance Trustee either to the Association or to the Owners of all Units, and their respective Mortgagees, as their interests may appear, in shares equal to each Unit Owners' percentage interest in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Owners Association shall deposit with the Insurance Trustee, from any Owners Association Reserve Fund which may have been established for such Common Element repair or replacement, the difference between the total cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and the amount of the insurance proceeds. If no such Owners Association Reserve Fund has been established, or if any such Owners Association Reserve Fund has been established and is insufficient to pay said difference, the Owners Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.
- (2) **Units.** The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements, and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess, at the election of the Board, shall be paid by the Insurance Trustee either to the Association or to all Unit Owners and their respective Mortgagees, as their interests may appear, in shares equal to each Unit Owner's percentage interest in the Common Elements. If the insurance proceeds shall be insufficient to pay for the repair, replacement

or reconstruction of the Common Elements and all Units which have been damaged or destroyed, the Owners Association shall assess the amount of the difference against, and collect it from all Unit Owners, as a Common Expense and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If and when insurance proceeds are paid to the Owners Association for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the Owner(s) of the Unit and the Mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit, and the Mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property. As used in this Subsection (2), the term "Unit" shall refer to that part of the Condominium Unit and related Limited Common Elements which the Association is obligated to repair and maintain.

J. Deposit to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Owners Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit Owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from (i) the day on which the Insurance Trustee receives the insurance proceeds or (ii) the date of receipt of cost estimates for repair or replacement, whichever last occurs.

XIII. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

A. Condominium Building.

- (1) **Substantial Destruction of the Building.** If seventy-five (75%) percent or more of the Units within the Condominium are totally destroyed, neither the Building nor any of the improvements comprising Common

Elements shall be reconstructed, and the Condominium shall be terminated, unless seventy-five percent (75%) of the Owners of Units agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

- (2) **Partial Destruction to the Building.** If less than seventy-five (75%) percent of the Units within the Condominium are wholly or partially damaged and twenty-five (25%) percent of the Units remain habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the Building and/or Unit(s) shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Responsibility. If the damage or destruction shall be limited only to one or more Units, and the responsibility of maintenance, repair and replacement of the damaged area is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Owners Association shall be responsible for carrying out the repair and reconstruction thereof.

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

D. Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Owners Association to determine whether or not damage or destroyed Condominium Property shall be repaired or reconstructed.

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

- (1) **Owners Association.** If the total funds assessed against and collected from insurance proceeds and from Unit Owners by the Owners Association is more than \$100,000.00, then all such sums shall be deposited by the Owners Association with and disbursed by the Insurance Trustee. In all other cases the Owners Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

- (2) **Insurance Trustee.** The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Owners Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:
- (a) **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit Owners, shall be paid by the Owners Association to the affected Unit Owners and, if any of such Units are mortgaged, to the Unit Owners and their Mortgagees jointly.
 - (b) **Owners Association — Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Owners Association is less than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the Construction fund shall be disbursed in payment of such costs upon the order of the Owners Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the Construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
 - (c) **Owners Association — Major Damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Owners Association is more than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Owners Association and upon certification of an architect or engineer registered to practice in Florida and employed by the Owners Association to supervise the work.
 - (d) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee, if a bank or attorney, shall not be required to determine whether or not assessments paid by Unit Owners shall be deposited by the Owners Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Owners Association or upon approval of an architect, or engineer 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. Instead, the Insurance Trustee may rely upon a certificate of the

Owners Association made by its President and Secretary as to any or all of 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 Owners 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 Owners Association shall be first obtained by the Owners Association.

XIV. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with and subject to the following provisions so long as the Condominium exists:

A. Units. Each of the Units shall be occupied only by a single family, its servants and guests or lessees, as a residence and for no other purposes. Except as the right to divide and subdivide is permitted under Article XX of this Declaration, no Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

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

C. Nuisances. No immoral, noxious, offensive or unlawful activity shall be carried on within the Condominium Property nor shall anything be done therein or thereon which may be or become an annoyance to Unit Owners, their guests or invitees. No nuisance shall be permitted within the Condominium Property nor shall any use or practice be permitted which is or becomes a source of annoyance to Unit Owners or which interferes with the peaceful use and possession thereof by the Unit Owners. Additionally, nothing shall be done or maintained on any Unit, or upon any Common Elements or Limited Common Elements, which will increase the rate of insurance on any Unit, or the Common Elements, Limited Common Elements or other portions of the Condominium Property, or result in the cancellation thereof. Nothing shall be done or maintained in any Unit, upon the Common Elements or Limited Common Elements, which will be in violation of any law, ordinance, statute, regulation, or rule of any governmental authority having jurisdiction over the Condominium Property or portion thereof or in violation of any provision of this Declaration, the Articles or Bylaws as they may be amended from time to time or in violation of any rules and regulations which may be promulgated by the Board of Directors of the Association from time to time, as elsewhere provided herein. No waste shall be committed in any Unit, the Common Elements, the Limited Common Elements or any other portion of the Condominium Property.

Notwithstanding the foregoing, each Unit Owner hereby acknowledges that all activities undertaken by Developer, Developer's affiliates, their respective lessees, licensees and designees shall be deemed as not constituting a nuisance and such activities and the parties performing them shall be specifically exempted from this provision.

D. Leasing. Entire Units, but not less than entire Units, may be leased for minimum terms of six (6) months; provided occupancy is only by the tenant and his family, servants and guests. The form of lease is subject to approval by the Association. The Unit Owner and the tenant will be jointly and severally liable to the Association for any damage to Condominium Property and to pay any claim for injury or damage to property caused by the negligence of the tenant.

E. Parking.

- (1) Parking areas are solely for those vehicles authorized by the Declaration and the rules and regulations of the Association, as promulgated and amended from time to time. No vehicle prohibited by any of the aforementioned rules and regulations shall be permitted to be parked or stored at any place on the Condominium Property. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. No trailers shall be kept in the parking areas.
- (2) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.
- (3) Vehicles shall only be washed in designated vehicle wash areas, if any.

F. Antennae. No aerial or antenna or satellite dish or disc shall be erected or maintained on or about the exterior of any Unit, without the express written consent of the Developer or the Association.

G. No Signs. No signs of any kind shall be exhibited in any way on the Real Property other than those placed or erected by the Developer or its successor, or which have been approved, in writing, by the Developer, or by the Owners Association after transfer of control of the Condominium to the Unit Owners as provided in the Articles of Incorporation of the Owners Association.

H. Use of Units. No Unit may be used for commercial purposes, except that, until all Units have been conveyed by Developer, Developer reserves the right to use one or more Units as a model and/or sales office.

I. Windows and Balconies. No carpeting shall be permitted on balconies and nothing shall be placed on balcony railings. Enclosure of balconies shall be at the discretion of the Board and any allowed enclosures shall be of uniform design and appearance and subject to

the prior approval of the Owners Association. Balconies shall be maintained in an attractive manner and shall not be used for storage.

J. Pets. No pets other than dogs and cats weighing less than 70 pounds each shall be permitted to reside in any Unit or allowed on the Condominium Property except by prior written consent of the Board of Directors of the Association. No Unit Owner shall have more than two (2) pets in any Unit. Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to persons or property resulting therefrom, and shall clean up after such pets. No pet or animal that is of a vicious breed shall be kept within a Unit. No pet or animal shall be kept or maintained within a Unit that is vicious, or could or does create a nuisance to any other Unit Owner or lessee. No breeding of any pets or animals shall be allowed in any Unit. A determination by the Board that a pet or animal is or may be vicious or creates a nuisance shall be binding and conclusive on all parties. The Board may adopt additional rules and regulations governing pets.

K. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board; provided, however, that all such regulations and amendments thereto may be changed or revoked by a two-thirds vote of the Unit Owners who are present at any meeting at which a quorum exists. The Board shall have the power to grant variances to the rules and regulations from time to time. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

L. Cleanliness. Trash, garbage or other waste shall not be kept on any unit except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Unit at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Clotheslines, if any, shall be contained within the Unit. No clothing or cleaning articles shall be hung or displayed on any part of the Unit so that they are visible outside of the Unit.

M. Rights of the Developer. Until Developer has completed and sold all of the Units, neither the Unit Owners nor the Owners Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Real Property, and the display of signs, provided such rights shall not be exercised in an unreasonable manner; and further provided that Developer retains the right, so long as it offers units for sale in the ordinary course of business, to establish a plan for leasing any Unit or Units in the Condominium, whether such Unit or Units be owned by it or not, and which Unit Owners could elect to participate in, at their option, and thereafter to administer such plan for voluntarily participating Unit Owners on such terms as Developer may provide. The Developer reserves the right to sell Units subject to any such lease.

XV. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Owners Association and any and all rules and regulations adopted pursuant thereto, as they may be amended from time to time. Copies of each of these documents, and all other relevant Owners Association documents shall be retained for inspection at the office of the Owners Association, or at such other place in Duval County, Florida, as Developer may designate from time to time. Failure of the Unit Owner to comply therewith shall entitle the Owners Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Right to Enforce. The Owners Association shall have the primary right to enforce the covenants contained herein and in the Rules and Regulations, including the right to impose fines as are authorized by said Rules and Regulations, but subject to the limitations of the Act.

B. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

C. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all 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 attorney's fees as may be awarded by the Court.

D. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the rules regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XVI. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

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

A. Determination of Assessments. Each Unit Owner shall pay to the Owners Association such Unit Owner's percentage share of the total assessments deemed necessary by the Board of Directors for the operation of the Condominium Property and the Common Elements.

B. Time for Payment. The assessment levied against the Owner of each Unit and his Unit shall be payable in monthly installments on the first day of each calendar month or in a manner as shall from time to time be fixed by the Board as permitted by the Condominium Act.

C. Annual Budget of Association.

- (1) **In General.** Subject to the requirements of the Condominium Act and the Bylaws, the Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. The Annual Budget shall also include funds to be used to pay amounts due from the Association under the Declaration. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget. However, failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Owner for such assessment. Should the Board at any time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessments as it shall deem to be necessary.

D. Reserve Fund. The Board, in establishing each Annual Budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units. Capital expenditures payable from this reserve account shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, if applicable. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item.

E. Use of Owners Association Funds. All monies collected by the Association, shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

F. Delinquency or Default. The payment of any assessment or installment thereof due to the Owners Association, shall be in default if not paid to the Owners Association on or

before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the highest rate allowed by law until the same, and all interest due thereon, has been paid in full. A late charge may be assessed in such amounts as may be determined from time to time by the Board.

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

H. Liability Not Subject to Waiver. No Owner of a Unit may exempt himself from liability for any assessment levied against such Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

I. Lien for Assessment. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the Common Elements and Limited Common Elements which lien shall and does secure the monies due for all: (1) assessments levied against the Owner(s) of and each Unit, and (2) interest, if any, which may become due on delinquent assessments owing to the Owners Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Owners Association in enforcing its lien upon the Unit and its appurtenances, including those which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure, and (4) any and all late fees incurred and unpaid. The lien granted to the Owners Association may be established and foreclosed in the Circuit Court in and for Duval County, Florida.

J. Recording and Priority of Lien. The claim of lien of the Owners Association shall be effective from and relate back to the date of recording of this Declaration, except as to bona fide first mortgages of record, recorded prior to the recording of such claim of lien, as to which mortgage the claim of lien shall be subordinate. The claim of lien shall state the description of the Unit encumbered thereby, the name of the record Owner, the amount and the date when due. All claims of lien shall continue in effect for a period of one (1) year from the date of recording unless, prior to the expiration of such one (1) year period, the Association commences foreclosure proceedings. Such claims of lien shall include assessments and other sums which are due and payable when the claim of lien is recorded and assessments and other sums coming due subsequent to the date of recording said claim of lien, plus interest, costs, attorney s fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Owners Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

K. Effect of Foreclosure or Judicial Sale. In the event that any person, firm, partnership or corporation shall acquire title to any Unit and its appurtenant undivided interest in

Common Elements by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such person, firm or corporation so acquiring title shall be liable and obligated for assessments or common expense which became due prior to the mortgagee's acquisition of title; however, a first mortgagee's liability for assessments or common expense accruing prior to acquisition of title is limited to assessments or common expenses accruing within a period not exceeding six (6) months prior to acquisition of title, and provided, further, that provided the Association is joined as a defendant in the foreclosure action, the first mortgagee's liability shall not exceed one percent (1.0%) of the original mortgage debt, and further, that the first mortgagee shall be liable and obligated for assessments and common expenses, as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collections of such payment by means other than foreclosure.

L. Effect of Voluntary Transfer. When the Owner of any Unit proposes to lease, sell, or mortgage the Unit, the Owners Association, upon written request of the Owner of such Unit, shall furnish to the proposed lessee, purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Owners Association by the Owner of such Unit. Such statement shall be executed by any officer of the Owners Association and any lessee, purchaser or Mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Owners Association shall be bound by such statement. The Owners Association shall have the option of imposing such fees as may be allowed by statute for providing such information.

In the event that a Unit is to be leased, sold, or mortgaged at the time when payment of any assessment against the Owner of the Unit and Unit due to the Owners Association shall be in default (whether or not a claim of lien has been recorded by the Owners Association) then the rent, proceeds of such sale, or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser, or Mortgagee first to payment of any then delinquent assessment or installment thereof due to the Owners Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Unit responsible for payment of such delinquent assessment. The party acquiring title shall pay the amount owed to the Owners Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Owners Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

M. Liability for Assessments. In any conveyance of a Unit (except for limitations applying in conveyances in lieu of foreclosure and judicial sale, as provided in subparagraph K of this Article XVI), the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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

XVII. REGISTRY OF OWNERS AND MORTGAGEES.

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

XVIII. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

A. **Affected Unit Owner's Rights.** No amendment may 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 of the Condominium, and owns the common surplus of the Condominium unless the Owner of the affected Unit and all record holders of liens on the affected Unit join in the execution of the amendment.

B. **Rights of Unit Owners and Owners Association.** Except for the rights of the Developer reserved in Section A of this Article XVIII above and except for the right of the Unit Owner to construct the interior finishing of that portion of the Unit which is not visible from the Common Elements, neither a Unit Owner nor the Owners Association shall make any alterations, improvements or additions to Units, Common Elements, Limited Common Elements, or the Condominium Building unless all required approvals, as hereinafter provided, are first obtained.

- (1) **Interior Alterations.** With regard to any alterations, improvements, or additions of any kind or nature, to a Unit or Limited Common Element, which affects or is visible from the common elements, including, but not limited to, removing, in whole or in part, replacing, rerouting, or otherwise affecting any column, bearing wall or partition, pipe, duct, wire or conduit, or obstructing any easement herein provided for, the Unit Owner shall be required to submit plans for such alteration, improvements or additions to the Board for prior approval. The Board may request additional information from the Unit Owner prior to issuing its approval or disapproval of the submitted plans. The Board shall be required to approve or disapprove the proposed plans within thirty (30) days of

submission of the same by the Unit Owner. In the event the Board fails to approve or disapprove said plans within said thirty (30) day period, the Board shall be deemed to have approved the plans.

- (2) **Exterior Alterations.** With regard to any alterations, modifications, improvements or additions which: (1) remove or change the style, pattern, material, texture or outside color of any wall, door, window, screen, fixture, equipment, or appliance or other portion of the exterior of the Condominium, or (2) covers, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters, which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (3) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, (4) otherwise change, modify, or alter the exterior of any Unit or any building so that it thereby differs in appearance from any other Units or buildings, or (5) otherwise affect or are visible from the exterior of the Condominium Building, the Unit Owner or Owners Association, whichever is applicable, shall be required to obtain approval from the Owners Association or its committee as more fully set forth below:

- (a) **Owners Association.** The Unit Owner shall submit plans for such alteration, improvements or additions to the Board of Directors of the Owners Association for prior approval. The Owners Association Board may request additional information from the Unit Owner prior to issuing its approval or disapproval of the submitted plans. The Owners Association Board shall approve or disapprove the proposed plans within thirty (30) days of submission of the same by the Unit Owner. In the event the Board fails to approve or disapprove said plans within said thirty (30) day period, the Board shall be deemed to have approved the plans.
- (b) **Hurricane Shutters.** The Owners Association Board shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the Duval County building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

In any litigation or other dispute arising out of this Article, if the Owners Association is the prevailing party, it shall be entitled to reimbursement of its costs incurred in the litigation or dispute, including, without limitation, reasonable attorneys' fees.

XIX. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided elsewhere herein and by the Condominium Act.

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

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Unit Owners of the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Mortgagees and other Mortgagees approved by the Owners Association. If the proposed termination is submitted to a meeting of the members of the Owners Association, the notice of which meeting gives notice of the proposed termination, and if the approval of 75% of the Owners of Units, and of the record owners of all mortgages upon Units in the Condominium are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the dissenting Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

- (1) **Exercise of Option.** The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by or on behalf of the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- (2) **Price.** The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (3) **Payment.** The purchase price shall be paid in full in cash.
- (4) **Closing.** The sale shall be closed within thirty (30) days following the determination of the sales price.

C. **Certificate.** The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Owners Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Duval County, Florida.

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

XX. CONDEMNATION.

A. **General.** Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law.

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

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

XXI. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any Mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, provided, however, that any such Unit may be leased for minimum term of six (6) months; that occupancy is only by the tenant and his family, servants and guests; and that the form of lease is subject to reasonable approval by the Association.

XXII. RIGHTS OF MORTGAGEES.

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

- (1) To be furnished with at least one (1) copy of the annual financial statement and report of the Owners Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within sixty (60) days following the end of each fiscal year.
- (2) To be given written notice by the Owners Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of Owners Association, which notices shall state the nature of the amendment being proposed.
- (3) To be given notice of default by any member owning any Unit encumbered by a mortgage held by such Mortgagee of the Unit Owner's obligations under this Declaration which is not cured within thirty (30) days, such notice to be given in writing and to be sent to the principal office of such Mortgagee or to the place which it or they may designate in writing to the Owners Association.
- (4) To be given an endorsement to the insurance policies covering the Common Elements requiring that such Mortgagee be given any notice of cancellation provided for in such policy.
- (5) To examine the books and records of the Owners Association upon reasonable notice during ordinary working hours.

XXIII. MISCELLANEOUS.

A. Security Disclaimer. NEITHER THE ASSOCIATION, DEVELOPER OR THEIR RESPECTIVE OFFICERS, BOARDS OF DIRECTORS, EMPLOYEES, AGENTS, OR SUCCESSORS SHALL IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM PROPERTY. NEITHER

THE ASSOCIATION, THE DEVELOPER NOR THEIR SUCCESSORS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ANY FAILURE TO PROVIDE ANY SECURITY OR THE INEFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN.

EACH OWNER AND OCCUPANT OF ANY UNIT, AND THEIR RESPECTIVE GUESTS, TENANTS, AND INVITEES, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, DEVELOPER, THEIR BOARDS OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND DESIGNEES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT AND THEIR RESPECTIVE GUESTS, TENANTS AND INVITEES ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND IMPROVEMENTS THEREON AND TO THE CONTENTS OF UNITS. EACH OWNER AND OCCUPANT OF ANY UNIT AND THEIR RESPECTIVE GUESTS, TENANTS AND INVITEES ACKNOWLEDGES AND UNDERSTANDS THAT SAN MARCO PLACE, A CONDOMINIUM IS WITHIN THE JURISDICTIONAL LIMITS OF DUVAL COUNTY, FLORIDA AND SERVICED BY THE SHERIFF'S DEPARTMENT OF DUVAL COUNTY WHO WILL BE RESPONSIBLE FOR THE SAFETY OF THE OWNERS AND ALL OCCUPANTS OF UNITS. ALL OWNERS ARE ADVISED TO NOTIFY THE SHERIFF'S DEPARTMENT OF DUVAL COUNTY OF ANY AND ALL HOME, SAFETY AND PROPERTY EMERGENCIES IN SAN MARCO PLACE, A CONDOMINIUM.

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

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

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

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

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

Signed, sealed and delivered in the presence of:

RIVERPLACE DEVELOPMENT, LLC

Rachel Williamson
Printed: RACHEL WILLIAMSON

By: [Signature]
Michael F. Balanky, Manager

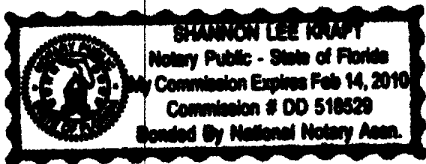
Elizabeth Cox
Printed: ELIZABETH COX

By: [Signature]
Jay Southerland, Manager

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of January, 2007, 2007, by Michael F. Balanky, the Manager of Riverplace Development, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me or has produced _____ for identification.



Shannon Lee Kraft
Print Name Shannon Lee Kraft
Notary Public, State of Florida at Large
Commission # DD 518529
My Commission Expires: 2-14-2010

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of January, 2007, by Jay Southerland, the Manager of Riverplace Development, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me or has produced _____ for identification.

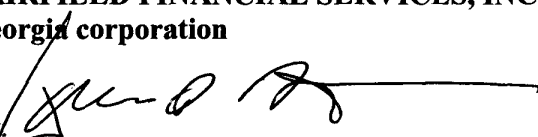


Shannon Lee Kraft
Print Name Shannon Lee Kraft
Notary Public, State of Florida at Large
Commission # DD 518529
My Commission Expires: 2-14-10

JOINDER AND CONSENT

The undersigned, FAIRFIELD FINANCIAL SERVICES, INC., a Georgia corporation, being the owner and holder of those certain mortgages recorded in Official Records Book 11384, Page 182 of the public records of Duval County, Florida, as modified, and the Second Mortgage recorded in Official Records Book 12212, page 1896, of the public records of Duval County, Florida, as modified, hereby joins in and consents to the foregoing Declaration of Condominium of San Marco Place, a Condominium, to evidence its consent to and joinder in the provisions of said Declaration of Condominium.


**FAIRFIELD FINANCIAL SERVICES, INC., a
Georgia corporation**

By: 
James O. DeWitt
Its Vice Chairman

(CORPORATE SEAL)

STATE OF GEORGIA
COUNTY OF BIBB

The foregoing instrument was acknowledged before me this 18th, June, 2006 by James O. DeWitt, as Vice Chairman of FAIRFIELD FINANCIAL SERVICES, INC., a Georgia corporation, on behalf of corporation. He/she is personally known to me or [] produced as identification.


Notary Public, State and County aforesaid
Commission number:
My commission expires:

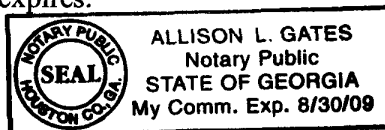


EXHIBIT "A"
Legal Description of Land

PARCEL "A"

(Condominium and Parking Garage Parcel, with unrestricted airspace)

That certain piece, parcel or tract of land, lying in Jacksonville, Duval County, Florida and being a part of the lands described and conveyed in Official Records Book 11384 page 171 of the public records of Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the southerly right of way line of Riverplace Boulevard (formerly Gulf Life Drive), a 105 foot right of way, as said right of way line is established by and described in Official Records Volume 5224, page 15 of said public records, with the easterly right of way line of Flagler Avenue, a 70 foot wide right of way as now established; thence South 89 degrees 44 minutes 57 seconds East along the Southerly line of said Riverplace Boulevard, a distance of 248.63 feet to the northwest corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records, said point also being the POINT OF BEGINNING; thence continue South 89 degrees 44 minutes 57 seconds East along said right of way line, a distance of 77.18 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 35.67 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 64.97 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 18.23 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 13.22 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 21.90 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 12.13 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 6.75 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 83.90 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 28.67 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 7.26 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 2.20 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 3.50 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 1.00 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 9.40 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 1.00 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 3.10 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 2.20 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 7.26 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 28.67 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 111.41 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 12.08 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 0.34 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 28.18 feet to the southerly right of way line of said Riverplace Boulevard, said point lying on a curve to the right, said curve concave westerly and having a radius of 298.75 feet; thence along and around said curve, through a central angle of 38 degrees 01 minute 25 seconds, an arc distance of 198.26 feet, said arc subtended by a chord bearing and distance of South 18 degrees 41 minutes 43 seconds East, 194.64 feet, to the point of tangency of said curve; thence South 00 degrees 18 minutes 58 seconds West along said right of way line, a distance of 54.86 feet to the southeast corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records; thence along the southerly and westerly line of said lands, the following twelve (12) courses and distances: COURSE NO. 1:

thence North 53 degrees 09 minutes 09 seconds West, a distance of 24.65 feet to the point of curvature of a curve to the left, said curve concave southwesterly and having a radius of 2,543.96 feet; COURSE NO. 2: thence along and around said curve, through a central angle of 00 degrees 51 minutes 49 seconds, an arc distance of 38.34 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 38 minutes 03 seconds West, 38.34 feet to a point of compound curvature of a curve to the left, said curve concave southwesterly and having a radius of 440.88 feet; COURSE NO. 3: thence along and around said curve, through a central angle of 06 degrees 42 minutes 49 seconds, an arc distance of 51.66 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 25 minutes 23 seconds West, 51.63 feet to a point of compound curvature of a curve to the left, said curve concave southwesterly and having a radius of 323.50 feet; COURSE NO. 4: thence along and around said curve, through a central angle of 11 degrees 26 minutes 34 seconds, an arc distance of 64.61 feet, said arc being subtended by a chord bearing and distance of North 66 degrees 50 minutes 38 seconds West, 64.50 feet to a point of compound curvature of a curve to the left, said curve concave southerly and having a radius of 409.45 feet; COURSE NO. 5: thence along and around said curve, through a central angle of 05 degrees 52 minutes 22 seconds, an arc distance of 41.97 feet, said arc being subtended by a chord bearing and distance of North 75 degrees 42 minutes 15 seconds West, 41.95 feet to a point of compound curvature of a curve to the left, said curve concave southerly and having a radius of 1,208.71 feet; COURSE NO. 6: thence along and around said curve, through a central angle of 02 degrees 16 minutes 37 seconds, an arc distance of 48.03 feet, said arc being subtended by a chord bearing and distance of North 79 degrees 46 minutes 45 seconds West, 48.03 feet to the point of tangency of said curve; COURSE NO. 7: thence North 80 degrees 32 minutes 08 seconds West, a distance of 91.58 feet; COURSE NO. 8: thence North 00 degrees 15 minutes 03 seconds East, a distance of 155.85 feet; COURSE NO. 9: thence North 89 degrees 44 minutes 57 seconds West, a distance of 77.53 feet; COURSE NO. 10: thence North 00 degrees 15 minutes 03 seconds East, a distance of 24.94 feet; COURSE NO. 11: thence North 89 degrees 44 minutes 57 seconds West, a distance of 40.00 feet; COURSE NO. 12: thence North 00 degrees 15 minutes 03 seconds East, a distance of 50.00 feet to the POINT OF BEGINNING.

PARCEL "B"

(Condominium Parcel, with unrestricted airspace ABOVE ELEVATION 18.77 feet)

That certain piece, parcel or tract of land, lying in Jacksonville, Duval County, Florida and being a part of the lands described and conveyed in Official Records Book 11384 page 171 of the public records of Duval County, Florida, and being all of that portion of said lands lying ABOVE ELEVATION 18.77 feet, referenced to the National Geodetic Vertical Datum of 1929, said elevation representing a horizontal plane and being the longitudinal centerline of a horizontal, elevated concrete slab, being more particularly described as follows:

Commence at the intersection of the southerly right of way line of Riverplace Boulevard (formerly Gulf Life Drive), a 105 foot right of way, as said right of way line is established by and described in Official Records Volume 5224, page 15 of said public records, with the easterly right of way line of Flagler Avenue, a 70 foot wide right of way as now established; thence South 89 degrees 44 minutes 57 seconds East along the Southerly line of said Riverplace Boulevard, a distance of 248.63 feet to the northwest corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records; thence continue South 89 degrees 44 minutes 57 seconds East along said right of way line, a distance of 77.18 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 35.67 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 64.97 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 18.23 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 13.22 feet to the POINT OF BEGINNING; thence South 73 degrees 00 minutes 00 seconds East, a distance of 35.62 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 9.27 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 60.91 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 9.27 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 0.46 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 28.67 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 83.90 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 6.76 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 12.13 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 21.90 feet to the POINT OF BEGINNING.

PARCEL "C"

(Condominium Parcel, with unrestricted airspace ABOVE ELEVATION 18.77 feet)

That certain piece, parcel or tract of land, lying in Jacksonville, Duval County, Florida and being a part of the lands described and conveyed in Official Records Book 11384 page 171 of the public records of Duval County, Florida, and being all of that portion of said lands lying ABOVE ELEVATION 18.77 feet, referenced to the National Geodetic Vertical Datum of 1929, said elevation representing a horizontal plane and being the longitudinal centerline of a horizontal, elevated concrete slab, being more particularly described as follows:

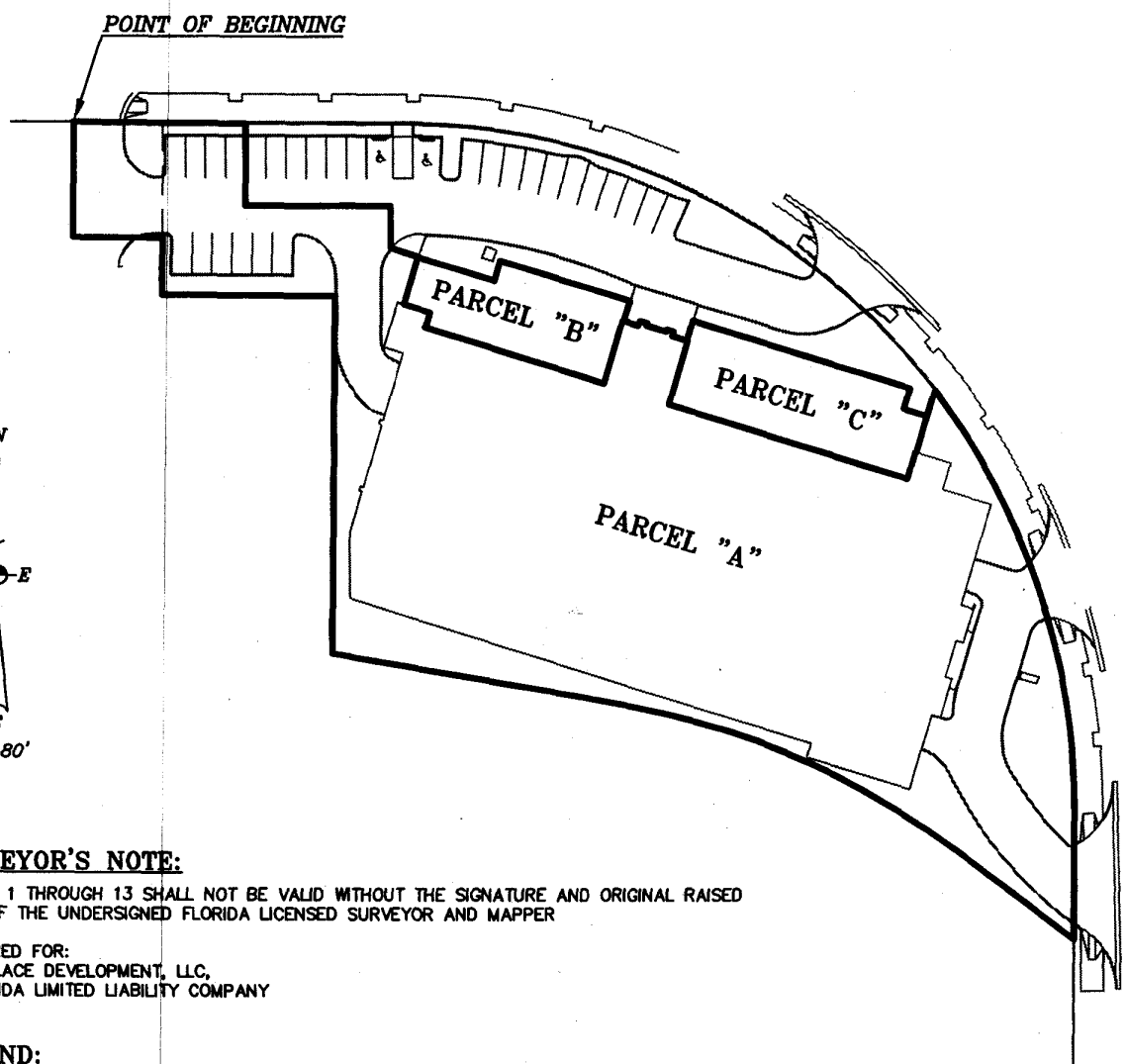
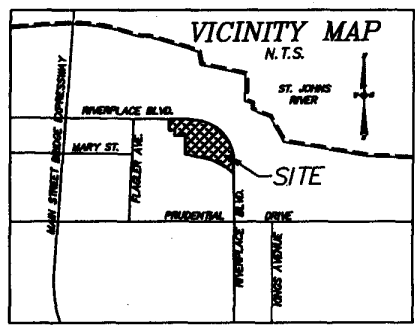
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EXHIBIT "B"
Map of Survey

The attached Map of Survey was prepared by Moore Surveying and Design, Inc. and consists of 13 numbered pages.

MAP SHOWING BOUNDARY SURVEY OF PARCELS "A", "B" AND "C" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA



SURVEYOR'S NOTE:

SHEETS 1 THROUGH 13 SHALL NOT BE VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED FOR:
RIVERPLACE DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

LEGEND:

- = 5/8" REBAR STAMPED LB3624
- ⊙ = PK NAIL/WASHER STAMPED LB3624
- IP = IRON PIPE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE

KEY MAP
SHEET 1 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E

MOORE SURVEYING & DESIGN, INC.
SURVEYING BUSINESS NUMBER 6784 ~ ENGINEERING BUSINESS NUMBER 9959
5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4665

**SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS**

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH 12/20/06

WO # 2129.20
F.B. N/A PG. N/A
FILE # 67/C-5
SCALE: 1"= 80'

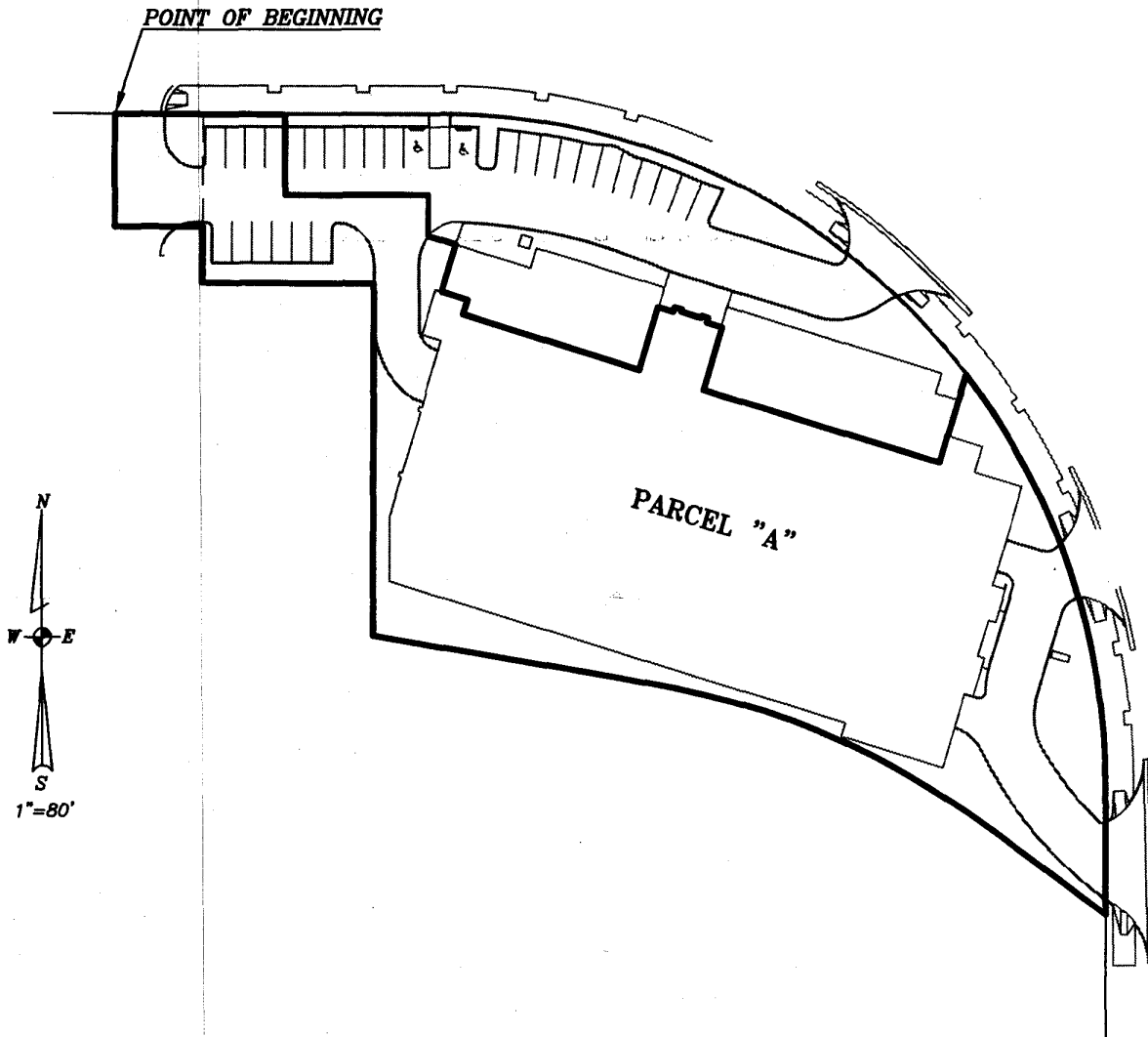
THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION	DATE	DESCRIPTION
2	12/27/06	REVISE LINETABLE SHEET 5 OF 13
1	12/21/06	ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS.

Harold W. Moore
HAROLD W. MOORE, LAND SURVEYOR
FLORIDA-REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF PARCEL "A" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 3 OF 13 FOR LEGAL DESCRIPTION)



LEGEND:

- IP = IRON PIPE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE

**PARCEL "A" (KEY MAP)
SHEET 2 OF 13**

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E
ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E

	MOORE SURVEYING & DESIGN, INC. SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959 528B HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4665	SURVEYING AND MAPPING * GPS SERVICES CIVIL ENGINEERING DESIGN CONSTRUCTION LAYOUT * AS BUILTS
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CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 12/20/06

WO # <u>2129.20</u>	THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	
F.B. <u>N/A</u> PG. <u>N/A</u>		
FILE # <u>67/C-5</u>	2	12/27/06
SCALE: 1" = <u>80'</u>	1	12/21/06
	REVISION	DATE
		DESCRIPTION
		REVISE LINETABLE SHEET 5 OF 13
		ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS.

HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF PARCEL "A" SAN MARCO PLACE A CONDOMINIUM DUVAL COUNTY, FLORIDA

PARCEL "A" LEGAL DESCRIPTION

(Condominium and Parking Garage Parcel, with unrestricted airspace)

That certain piece, parcel or tract of land, lying in Jacksonville, Duval County, Florida and being a part of the lands described and conveyed in Official Records Book 11384 page 171 of the public records of Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the southerly right of way line of Riverplace Boulevard (formerly Gulf Life Drive), a 105 foot right of way, as said right of way line is established by and described in Official Records Volume 5224, page 15 of said public records, with the easterly right of way line of Flagler Avenue, a 70 foot wide right of way as now established; thence South 89 degrees 44 minutes 57 seconds East along the Southerly line of said Riverplace Boulevard, a distance of 248.63 feet to the northwest corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records, said point also being the POINT OF BEGINNING; thence continue South 89 degrees 44 minutes 57 seconds East along said right of way line, a distance of 77.18 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 35.67 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 64.97 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 18.23 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 13.22 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 21.90 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 12.13 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 6.75 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 83.90 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 28.67 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 7.26 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 2.20 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 3.50 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 1.00 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 9.40 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 1.00 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 3.10 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 2.20 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 7.26 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 28.67 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 111.41 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 12.08 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 0.34 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 28.18 feet to the southerly right of way line of said Riverplace Boulevard, said point lying on a curve to the right, said curve concave westerly and having a radius of 298.75 feet; thence along and around said curve, through a central angle of 38 degrees 01 minute 25 seconds, an arc distance of 198.26 feet, said arc subtended by a chord bearing and distance of South 18 degrees 41 minutes 43 seconds East, 194.64 feet, to the point of tangency of said curve; thence South 00 degrees 18 minutes 58 seconds West along said right of way line, a distance of 54.86 feet to the southeast corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records; thence along the southerly and westerly line of said lands, the following twelve (12) courses and distances: COURSE NO. 1: thence North 53 degrees 09 minutes 09 seconds West, a distance of 24.65 feet to the point of curvature of a curve to the left, said curve concave southwesterly and having a radius of 2,543.96 feet; COURSE NO. 2: thence along and around said curve, through a central angle of 00 degrees 51 minutes 49 seconds, an arc distance of 38.34 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 38 minutes 03 seconds West, 38.34 feet to a point of compound curvature of a curve to the left, said curve concave southwesterly and having a radius of 440.88 feet; COURSE NO. 3: thence along and around said curve, through a central angle of 06 degrees 42 minutes 49 seconds, an arc distance of 51.66 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 25 minutes 23 seconds West, 51.63 feet to a point of compound curvature of a curve to the left, said curve concave southwesterly and having a radius of 323.50 feet; COURSE NO. 4: thence along and around said curve, through a central angle of 11 degrees 26 minutes 34 seconds, an arc distance of 64.61 feet, said arc being subtended by a chord bearing and distance of North 66 degrees 50 minutes 38 seconds West, 64.50 feet to a point of compound curvature of a curve to the left, said curve concave southerly and having a radius of 409.45 feet; COURSE NO. 5: thence along and around said curve, through a central angle of 05 degrees 52 minutes 22 seconds, an arc distance of 41.97 feet, said arc being subtended by a chord bearing and distance of North 75 degrees 42 minutes 15 seconds West, 41.95 feet to a point of compound curvature of a curve to the left, said curve concave southerly and having a radius of 1,208.71 feet; COURSE NO. 6: thence along and around said curve, through a central angle of 02 degrees 16 minutes 37 seconds, an arc distance of 48.03 feet, said arc being subtended by a chord bearing and distance of North 79 degrees 46 minutes 45 seconds West, 48.03 feet to the point of tangency of said curve; COURSE NO. 7: thence North 80 degrees 32 minutes 08 seconds West, a distance of 91.58 feet; COURSE NO. 8: thence North 00 degrees 15 minutes 03 seconds East, a distance of 155.85 feet; COURSE NO. 9: thence North 89 degrees 44 minutes 57 seconds West, a distance of 77.53 feet; COURSE NO. 10: thence North 00 degrees 15 minutes 03 seconds East, a distance of 24.94 feet; COURSE NO. 11: thence North 89 degrees 44 minutes 57 seconds West, a distance of 40.00 feet; COURSE NO. 12: thence North 00 degrees 15 minutes 03 seconds East, a distance of 50.00 feet to the POINT OF BEGINNING.

**LEGAL DESCRIPTION
PARCEL "A"
SHEET 3 OF 13**

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " AE " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E

	<p>MOORE SURVEYING & DESIGN, INC. SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959 5288 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4665</p>	<p>SURVEYING AND MAPPING * GPS SERVICES CIVIL ENGINEERING DESIGN CONSTRUCTION LAYOUT * AS BUILTS</p>
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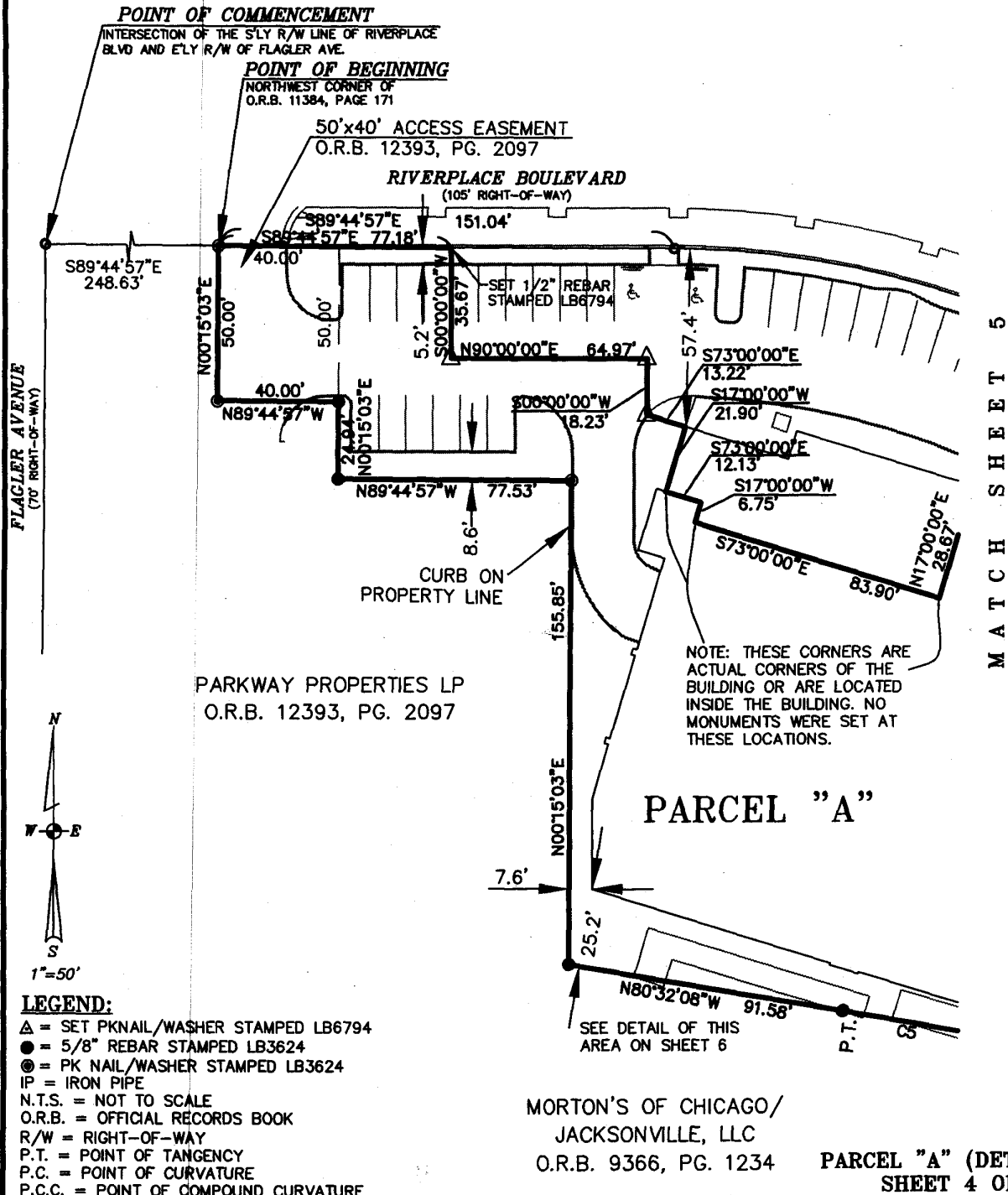
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DATE OF SKETCH: 12/20/06

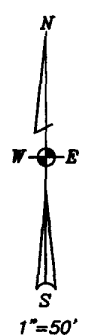
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F.B. <u>N/A</u> PG. <u>N/A</u>		<p>HAROLD W. MOORE, LAND SURVEYOR FLORIDA REGISTRATION NUMBER 4253</p>									
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SCALE: 1" = <u>N/A</u>											

MAP SHOWING BOUNDARY SURVEY OF PARCEL "A" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 3 OF 13 FOR LEGAL DESCRIPTION)



MATCH SHEET 5



1" = 50'

- LEGEND:**
- ▲ = SET PKNAIL/WASHER STAMPED LB6794
 - = 5/8" REBAR STAMPED LB3624
 - ⊙ = PK NAIL/WASHER STAMPED LB3624
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MORTON'S OF CHICAGO/
JACKSONVILLE, LLC
O.R.B. 9366, PG. 1234

**PARCEL "A" (DETAIL)
SHEET 4 OF 13**

STANDARD NOTES:
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REVISION	DATE	DESCRIPTION
1	12/27/06	REVISE LINETABLE SHEET 5 OF 13
2	12/21/06	ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS.

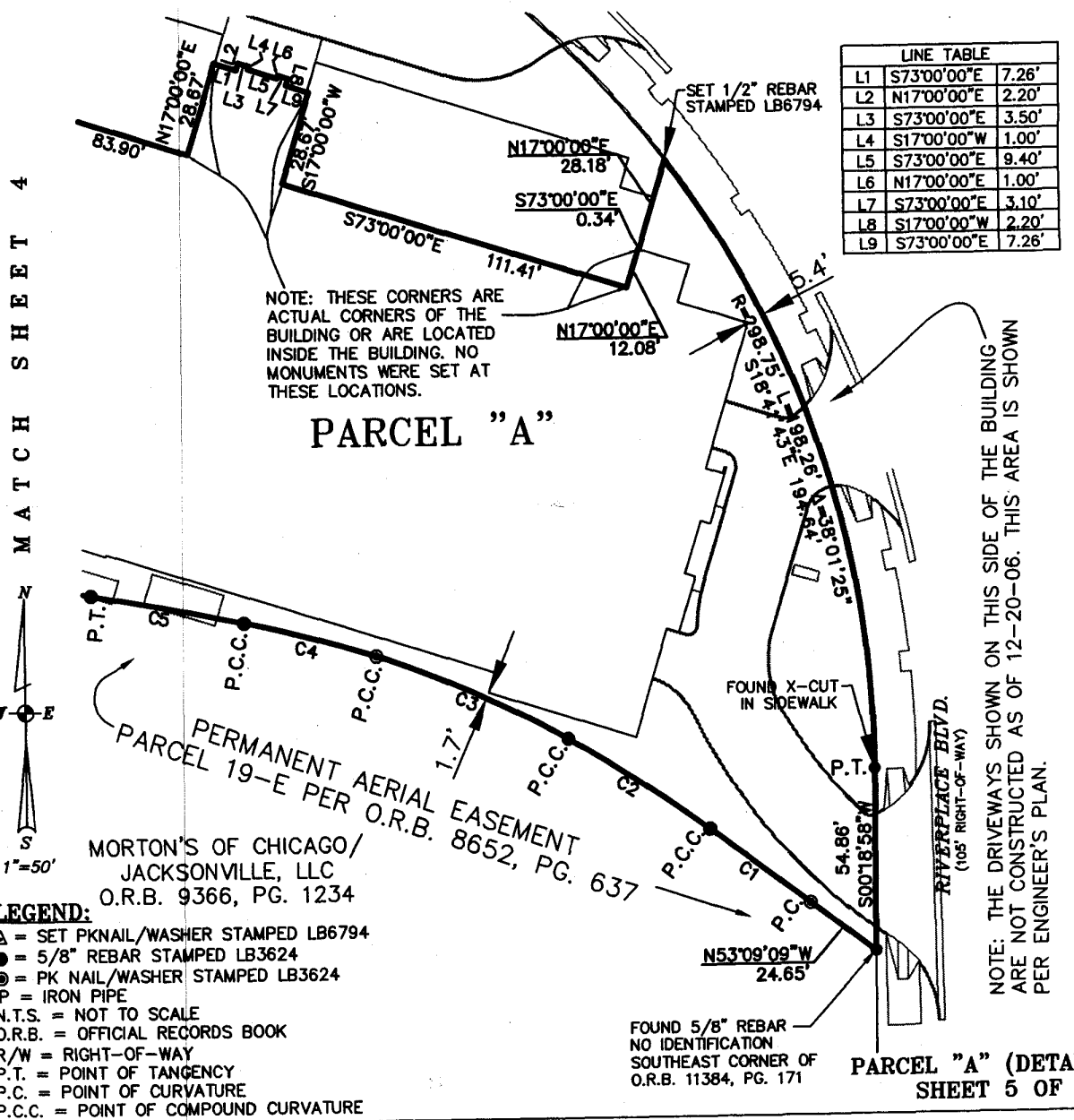
MAP SHOWING BOUNDARY SURVEY OF PARCEL "A"

SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 3 OF 13 FOR LEGAL DESCRIPTION)

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD-BEARING	CHORD
C1	2543.96	38.34	0°51'49"	N53°38'03"W	38.34
C2	440.88	51.66	6°42'49"	N57°25'23"W	51.63
C3	323.50	64.61	11°28'34"	N66°50'38"W	64.50
C4	409.45	41.97	5°52'22"	N75°42'15"W	41.95
C5	1208.71	48.03	2°16'37"	N79°46'45"W	48.03

LINE TABLE		
LINE	BEARING	LENGTH
L1	S73°00'00"E	7.26'
L2	N17°00'00"E	2.20'
L3	S73°00'00"E	3.50'
L4	S17°00'00"W	1.00'
L5	S73°00'00"E	9.40'
L6	N17°00'00"E	1.00'
L7	S73°00'00"E	3.10'
L8	S17°00'00"W	2.20'
L9	S73°00'00"E	7.26'



NOTE: THESE CORNERS ARE ACTUAL CORNERS OF THE BUILDING OR ARE LOCATED INSIDE THE BUILDING. NO MONUMENTS WERE SET AT THESE LOCATIONS.

NOTE: THE DRIVEWAYS SHOWN ON THIS SIDE OF THE BUILDING ARE NOT CONSTRUCTED AS OF 12-20-06. THIS AREA IS SHOWN PER ENGINEER'S PLAN.

LEGEND:

- ▲ = SET PKNAIL/WASHER STAMPED LB6794
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**PARCEL "A" (DETAIL)
SHEET 5 OF 13**

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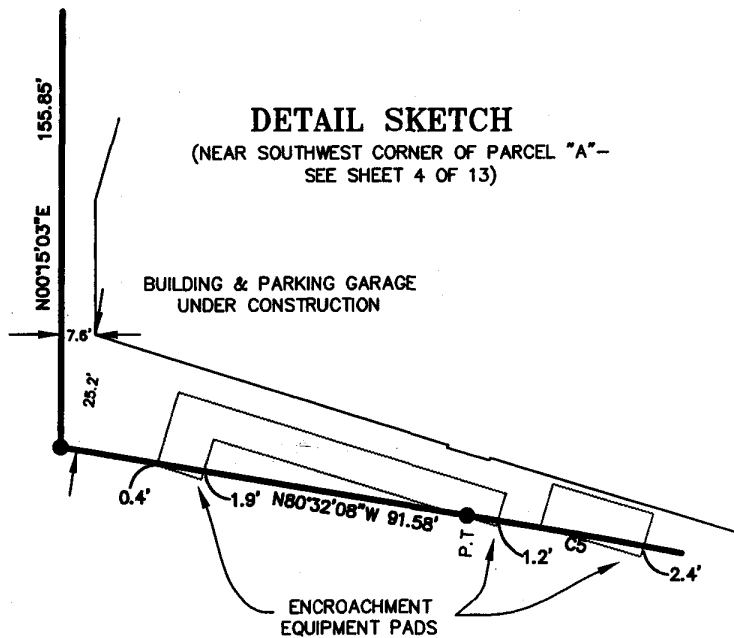
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MAP SHOWING BOUNDARY SURVEY OF PARCEL "A" SAN MARCO PLACE A CONDOMINIUM

DETAIL SKETCH

(NEAR SOUTHWEST CORNER OF PARCEL "A" -
SEE SHEET 4 OF 13)



LEGEND:

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**DETAIL SHEET
SHEET 6 OF 13**

STANDARD NOTES:
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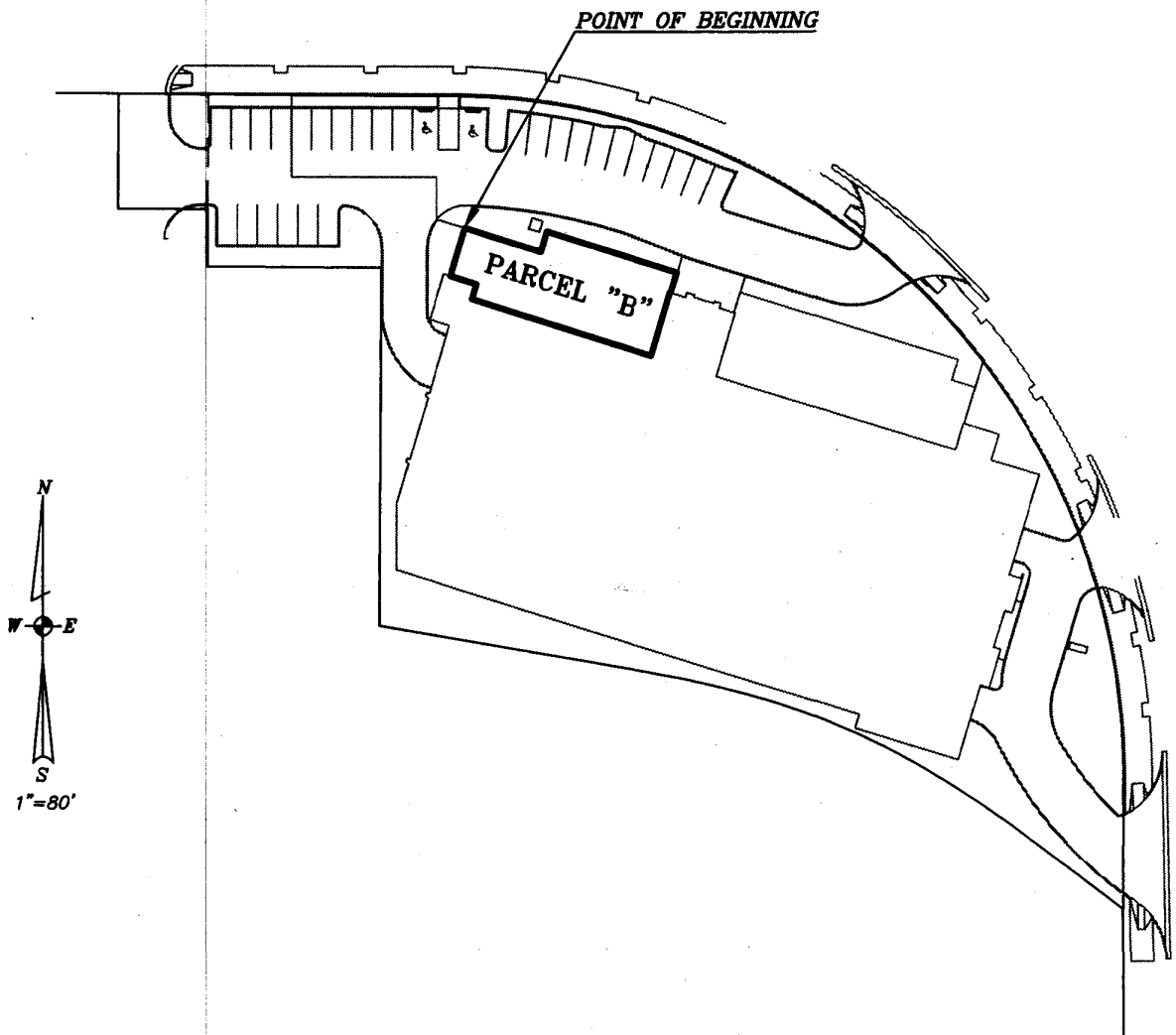
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FILE # <u>67/C-5</u>											
SCALE: 1" = <u>40'</u>											

MAP SHOWING BOUNDARY SURVEY OF PARCEL "B" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 8 OF 13 FOR LEGAL DESCRIPTION)



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**PARCEL "B" (KEY MAP)
SHEET 7 OF 13**

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S 89°44'57" E _____
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MOORE SURVEYING & DESIGN, INC.

SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
5208 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4665

**SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
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FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF PARCEL "B" SAN MARCO PLACE A CONDOMINIUM DUVAL COUNTY, FLORIDA

PARCEL "B" LEGAL DESCRIPTION

(Condominium Parcel, with unrestricted airspace ABOVE ELEVATION 18.77 feet)

That certain piece, parcel or tract of land, lying in Jacksonville, Duval County, Florida and being a part of the lands described and conveyed in Official Records Book 11384 page 171 of the public records of Duval County, Florida, and being all of that portion of said lands lying ABOVE ELEVATION 18.77 feet, referenced to the National Geodetic Vertical Datum of 1929, said elevation representing a horizontal plane and being the longitudinal centerline of a horizontal, elevated concrete slab, being more particularly described as follows:

Commence at the intersection of the southerly right of way line of Riverplace Boulevard (formerly Gulf Life Drive), a 105 foot right of way, as said right of way line is established by and described in Official Records Volume 5224, page 15 of said public records, with the easterly right of way line of Flagler Avenue, a 70 foot wide right of way as now established; thence South 89 degrees 44 minutes 57 seconds East along the Southerly line of said Riverplace Boulevard, a distance of 248.63 feet to the northwest corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records; thence continue South 89 degrees 44 minutes 57 seconds East along said right of way line, a distance of 77.18 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 35.67 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 64.97 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 18.23 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 13.22 feet to the POINT OF BEGINNING; thence South 73 degrees 00 minutes 00 seconds East, a distance of 35.62 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 9.27 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 60.91 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 9.27 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 0.46 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 28.67 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 83.90 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 6.76 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 12.13 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 21.90 feet to the POINT OF BEGINNING.

**LEGAL DESCRIPTION
PARCEL "B"
SHEET 8 OF 13**

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E



MOORE SURVEYING & DESIGN, INC.
SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959
5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4665

**SURVEYING AND MAPPING * GPS SERVICES
CIVIL ENGINEERING DESIGN
CONSTRUCTION LAYOUT * AS BUILTS**

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 12/20/06

WO # 2129.20
F.B. N/A PG. N/A
FILE # 67/C-5
SCALE: 1" = N/A

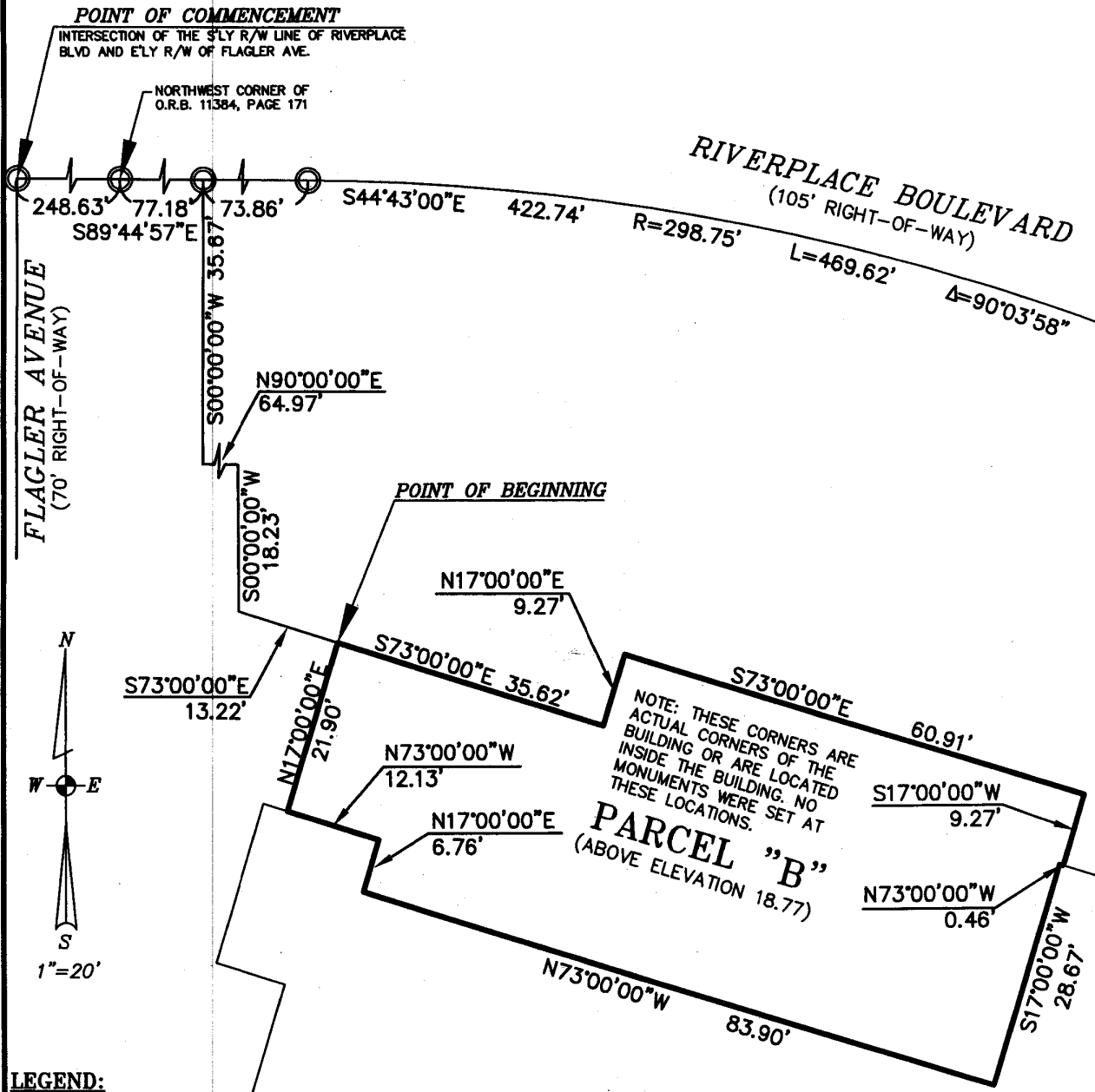
THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION	DATE	DESCRIPTION
2	12/27/08	REVISE LINETABLE SHEET 5 OF 13
1	12/21/08	ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS.

[Signature]
**HAROLD W. MOORE, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER: 4253**

MAP SHOWING BOUNDARY SURVEY OF PARCEL "B" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 8 OF 13 FOR LEGAL DESCRIPTION)



LEGEND:

- IP = IRON PIPE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE

**PARCEL "B" (DETAIL)
SHEET 9 OF 13**

STANDARD NOTES:
NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E

	<p>MOORE SURVEYING & DESIGN, INC. SURVEYING BUSINESS NUMBER 8794 ~ ENGINEERING BUSINESS NUMBER 9959 5288 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4865</p>	<p>SURVEYING AND MAPPING * GPS SERVICES CIVIL ENGINEERING DESIGN CONSTRUCTION LAYOUT * AS BUILTS</p>
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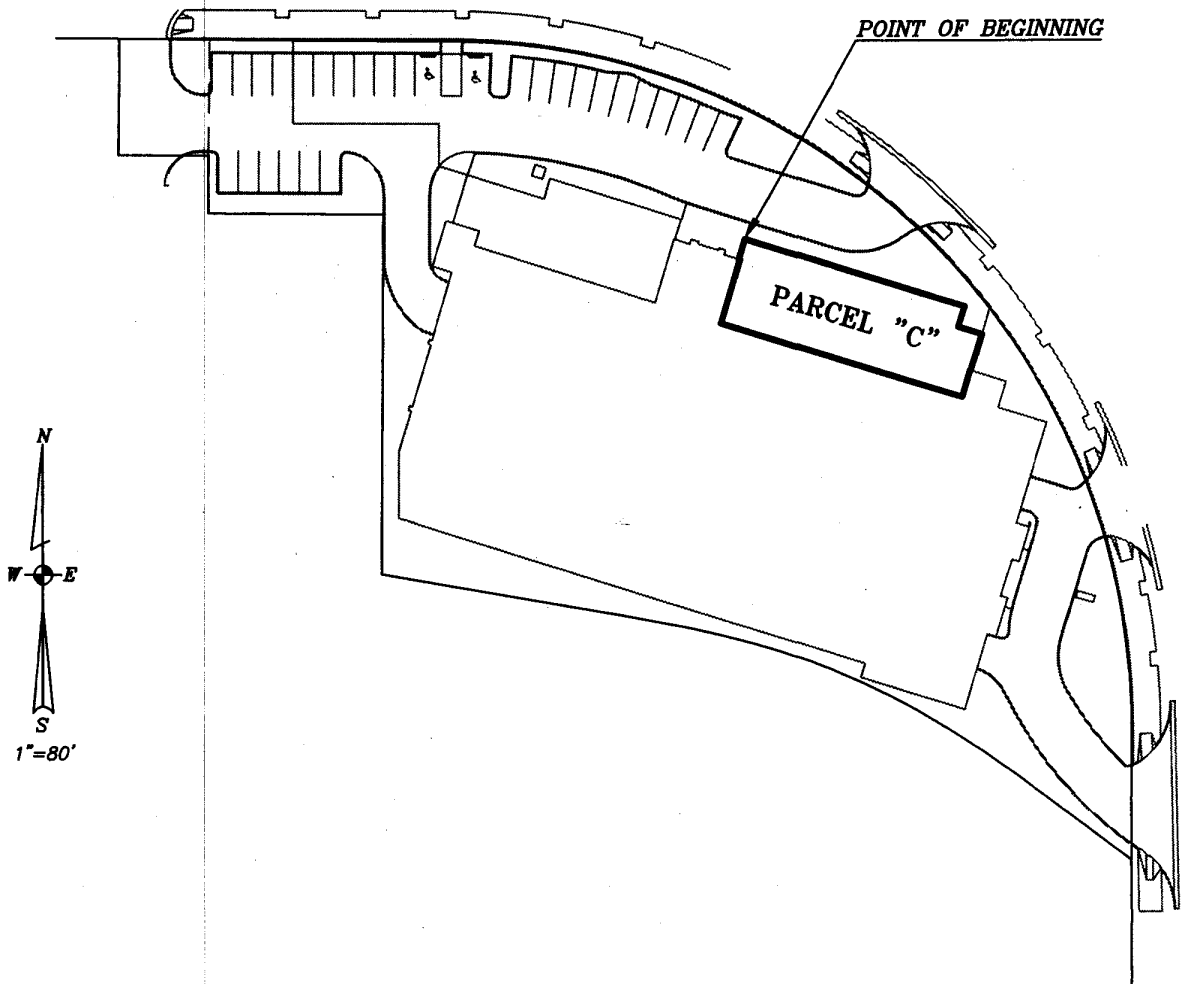
CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G-17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 12/20/06

WO # <u>2129.20</u>	THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	
F.B. <u>N/A</u> PG. <u>N/A</u>		
FILE # <u>67/C-5</u>	2 12/27/06 REVISE LINETABLE SHEET 5 OF 13	HAROLD W. MOORE, LAND SURVEYOR
SCALE: 1"= 20'	1 12/21/06 ADDED PARCELS A,B & C AS BOUNDARY SURVEYS	FLORIDA REGISTRATION NUMBER 4253
	REVISION DATE DESCRIPTION	

MAP SHOWING BOUNDARY SURVEY OF PARCEL "C" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 11 OF 13 FOR LEGAL DESCRIPTION)



LEGEND:

- IP = IRON PIPE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE

**PARCEL "C" (KEY MAP)
SHEET 10 OF 13**

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E
ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E



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**SURVEYING AND MAPPING * GPS SERVICES
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CONSTRUCTION LAYOUT * AS BUILTS**

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 612.17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 12/20/06

WO # 2129.20

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

F.B. N/A PG. N/A

FILE # 67/C-5

SCALE: 1" = 80'

REVISION	DATE	DESCRIPTION
2	12/27/06	REVISE LINETABLE SHEET 5 OF 13
1	12/21/06	ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS.

Harold W. Moore
HAROLD W. MOORE, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF PARCEL "C" SAN MARCO PLACE A CONDOMINIUM DUVAL COUNTY, FLORIDA

PARCEL "C" LEGAL DESCRIPTION

(Condominium Parcel, with unrestricted airspace ABOVE ELEVATION 18.77 feet)

That certain piece, parcel or tract of land, lying in Jacksonville, Duval County, Florida and being a part of the lands described and conveyed in Official Records Book 11384 page 171 of the public records of Duval County, Florida, and being all of that portion of said lands lying ABOVE ELEVATION 18.77 feet, referenced to the National Geodetic Vertical Datum of 1929, said elevation representing a horizontal plane and being the longitudinal centerline of a horizontal, elevated concrete slab, being more particularly described as follows:

Commence at the intersection of the southerly right of way line of Riverplace Boulevard (formerly Gulf Life Drive), a 105 foot right of way, as said right of way line is established by and described in Official Records Volume 5224, page 15 of said public records, with the easterly right of way line of Flagler Avenue, a 70 foot wide right of way as now established; thence South 89 degrees 44 minutes 57 seconds East along the Southerly line of said Riverplace Boulevard, a distance of 248.63 feet to the northwest corner of the lands described and conveyed in Official Records Book 11384 page 171 of said public records; thence continue South 89 degrees 44 minutes 57 seconds East along said right of way line, a distance of 77.18 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 35.67 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 64.97 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 18.23 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 48.84 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 9.27 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 90.51 feet to the POINT OF BEGINNING; thence continue South 73 degrees 00 minutes 00 seconds East, a distance of 101.40 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 9.27 feet; thence South 73 degrees 00 minutes 00 seconds East, a distance of 10.79 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 16.57 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 0.34 feet; thence South 17 degrees 00 minutes 00 seconds West, a distance of 12.09 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 111.42 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 28.67 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 0.46 feet; thence North 17 degrees 00 minutes 00 seconds East, a distance of 9.27 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION
PARCEL "C"
SHEET 11 OF 13

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ DEED _____ BEARING OF _____ S 89°44'57" E
ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " _____ AE _____ " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. _____ 120077 _____, PANEL NO. _____ 0161 E



MOORE SURVEYING & DESIGN, INC.
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**SURVEYING AND MAPPING * GPS SERVICES
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CONSTRUCTION LAYOUT * AS BUILTS**

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61C 17-26, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 12/20/06

WO # 2129.20 THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

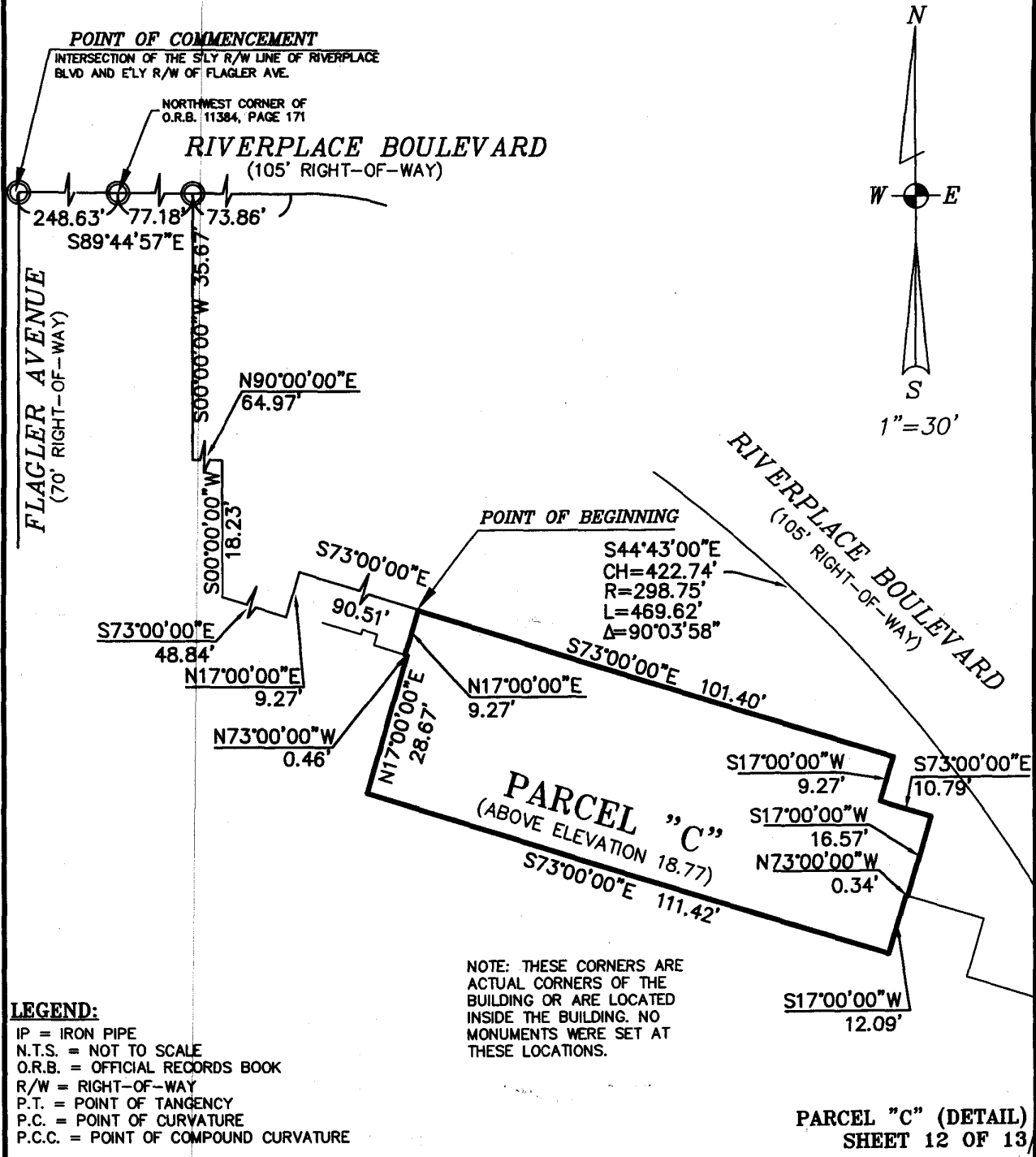
F.B. N/A PG. N/A
FILE # 67/C-5
SCALE: 1" = N/A

REVISION	DATE	DESCRIPTION
2	12/27/06	REVISE LINETABLE SHEET 5 OF 13
1	12/21/06	ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS.

Harold W. Moore
HAROLD W. MOORE, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4253

MAP SHOWING BOUNDARY SURVEY OF PARCEL "C" SAN MARCO PLACE A CONDOMINIUM

A PARCEL OF LAND LYING IN DUVAL COUNTY, FLORIDA
(SEE SHEET 11 OF 13 FOR LEGAL DESCRIPTION)



LEGEND:
 IP = IRON PIPE
 N.T.S. = NOT TO SCALE
 O.R.B. = OFFICIAL RECORDS BOOK
 R/W = RIGHT-OF-WAY
 P.T. = POINT OF TANGENCY
 P.C. = POINT OF CURVATURE
 P.C.C. = POINT OF COMPOUND CURVATURE

NOTE: THESE CORNERS ARE ACTUAL CORNERS OF THE BUILDING OR ARE LOCATED INSIDE THE BUILDING. NO MONUMENTS WERE SET AT THESE LOCATIONS.

**PARCEL "C" (DETAIL)
SHEET 12 OF 13**

STANDARD NOTES:
 NOTE: BEARING STRUCTURE BASED ON THE DEED BEARING OF S 89°44'57" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RIVERPLACE BOULEVARD

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE "AE" AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 6/16/99 FOR THE CITY OF JACKSONVILLE, COMMUNITY NO. 120077, PANEL NO. 0161 E

	MOORE SURVEYING & DESIGN, INC. SURVEYING BUSINESS NUMBER 6794 ~ ENGINEERING BUSINESS NUMBER 9959 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4865	SURVEYING AND MAPPING * GPS SERVICES CIVIL ENGINEERING DESIGN CONSTRUCTION LAYOUT * AS BUILTS

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
 DATE OF SKETCH: 12/20/06

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WO # 2129.20		
F.B. N/A PG. N/A		
FILE # 67/C-5	2	12/27/06 REVISE UNETABLE SHEET 5 OF 13
SCALE: 1" = 30'	1	12/21/06 ADDED PARCELS A,B,&C AS BOUNDARY SURVEYS
	REVISION	DATE DESCRIPTION

HAROLD W. MOORE, LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER: 4253

EXHIBIT "B-1"
Surveyor's Certification

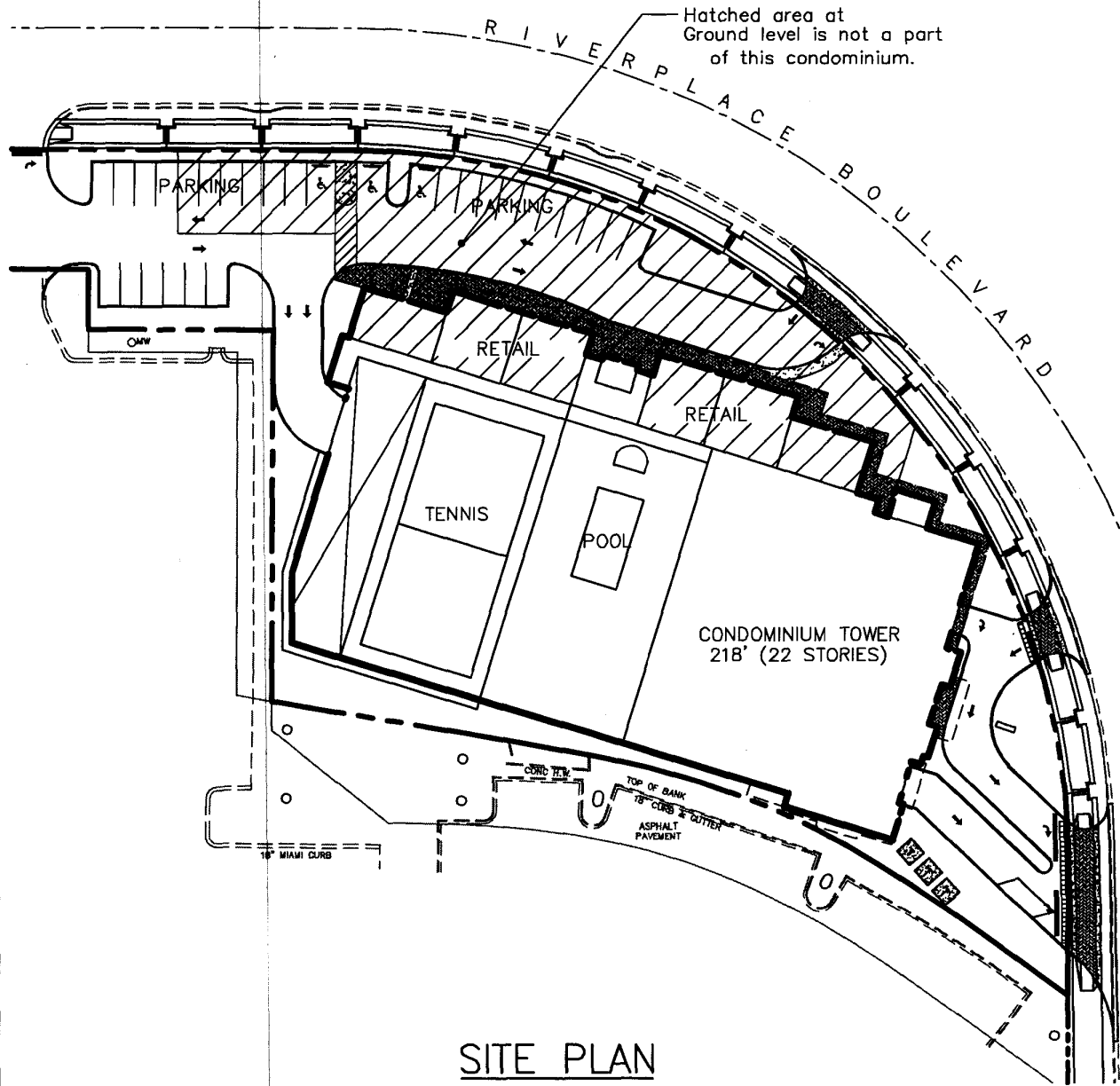
[See Sheet 13 of 13 of Exhibit B]

EXHIBIT "B-2"

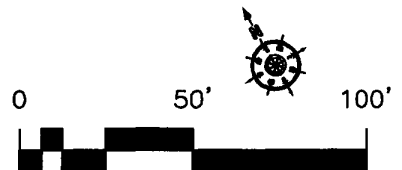
Site Plan

The Site plan of the Condominium (being Page 01) was prepared by William Skelly, A.I.A.. To the extent that the any detail on the Site plan conflicts with the Map of Survey, the Map of Survey shall prevail. See, Sheets 1, 2, 7, and 10 of the Map of Survey

SAN MARCO PLACE, A CONDOMINIUM



SITE PLAN



SCALE: NTS

DATE: 01.04.2007

EXHIBIT

SHEET 01

EXHIBIT "C"
Graphic Depiction of the Improvements

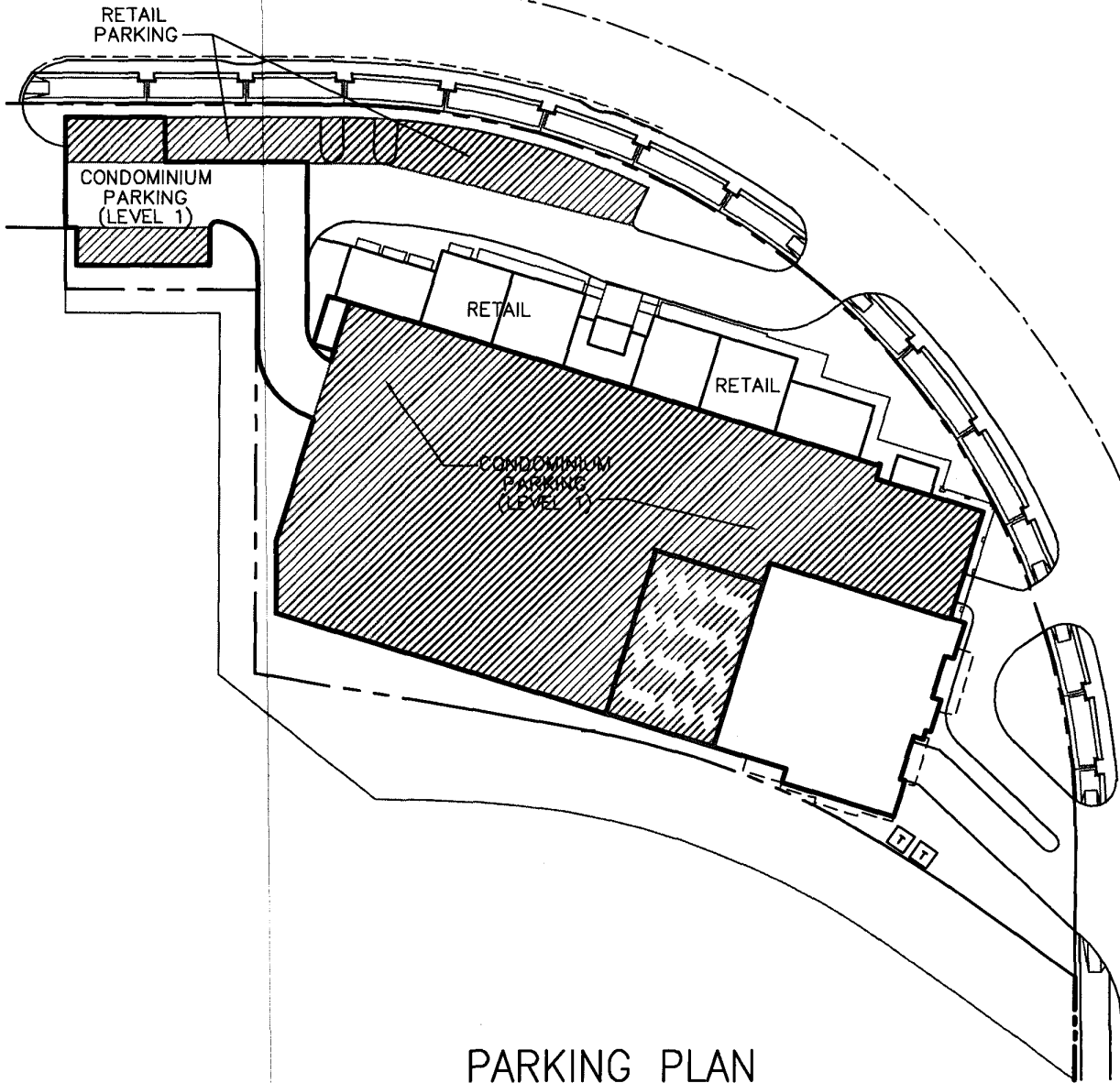
The plans, numbered Sheets 02, 03, 03-A, 03-B, 03-C, 04, 04-A, 05 through 30, 30A, 31 through 34, 34A, 35 through 50, 50A, 51, 52, 52A, 53, 54, 54A, 55, 56, 56A, 57 through 60, were prepared by William Skelley, AIA.

Sheets 03, 03-B, 04 and 05 shade all of the parking spaces and storage spaces to identify them as limited common elements.

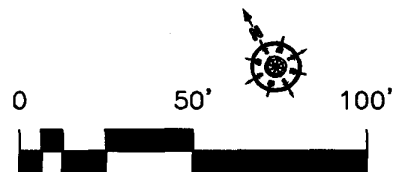
Because shading makes the parking space numbers and storage space numbers difficult to read, Sheets 03-A, 03-C, 04-A and 05-A, depict the numbers of parking spaces and storage spaces.

To the extent that the any detail on the Site plan conflicts with the Map of Survey, the Map of Survey shall prevail.

SAN MARCO PLACE, A CONDOMINIUM



PARKING PLAN



0 50' 100'

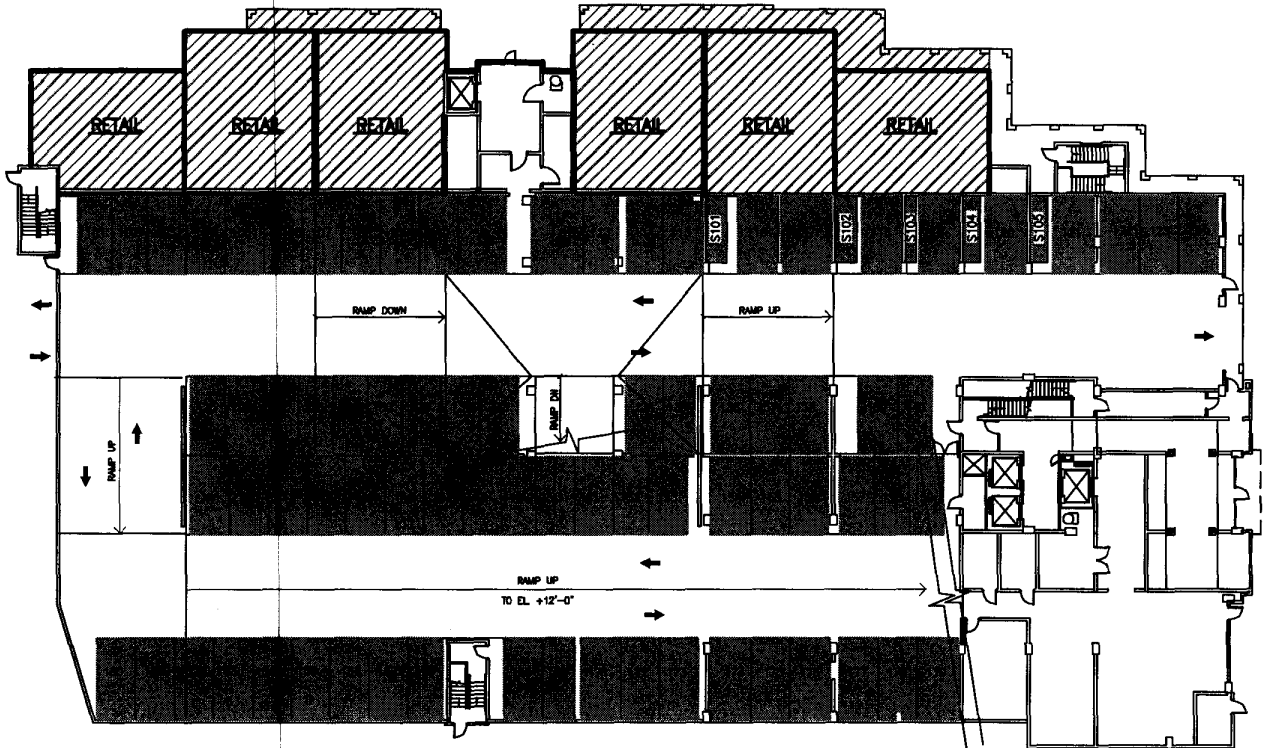
SCALE: NTS

DATE: 01.04.2007

EXHIBIT

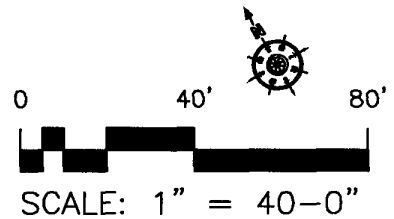
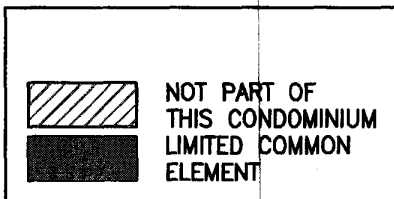
SHEET 02

SAN MARCO PLACE, A CONDOMINIUM



FLOOR PLANS - LEVEL 1

LEGEND:

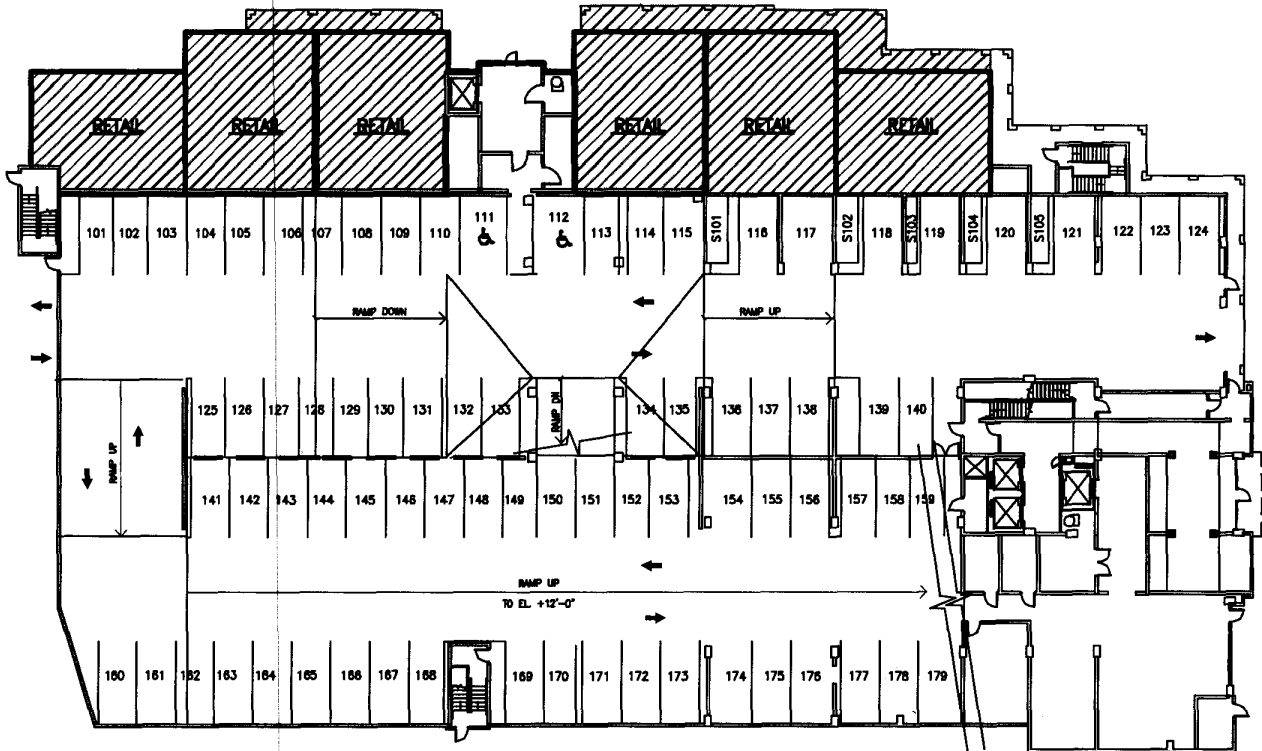


DATE: 01.04.2007

EXHIBIT

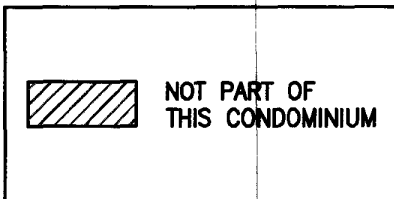
SHEET 03

SAN MARCO PLACE, A CONDOMINIUM



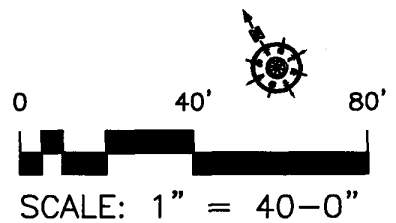
FLOOR PLANS — LEVEL 1 NUMBERING ONLY

LEGEND:



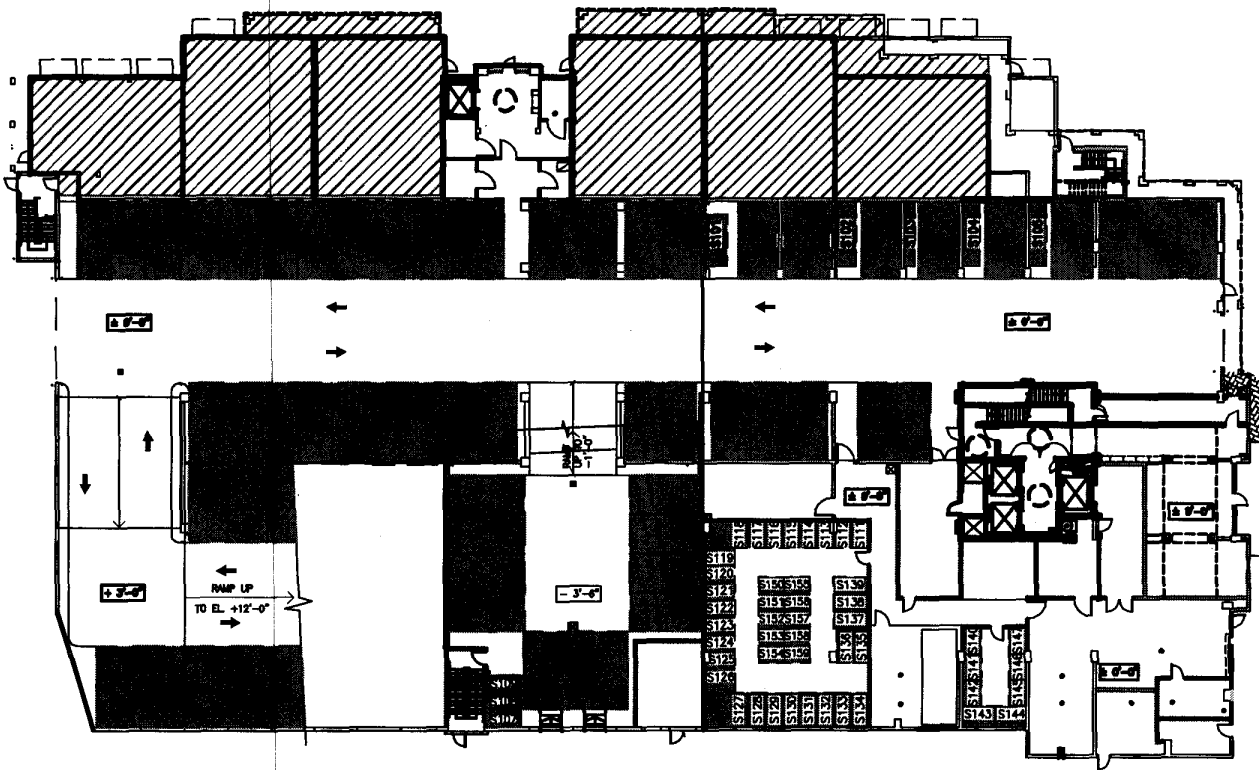
DATE: 01.04.2007

EXHIBIT





SHEET 03-A

SAN MARCO PLACE, A CONDOMINIUM



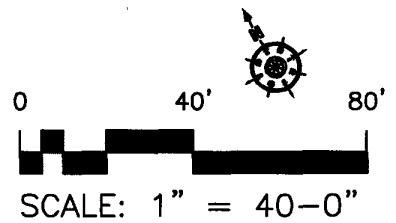
FLOOR PLANS — LEVEL 1-A

LEGEND:

	NOT PART OF THIS CONDOMINIUM
	LIMITED COMMON ELEMENT

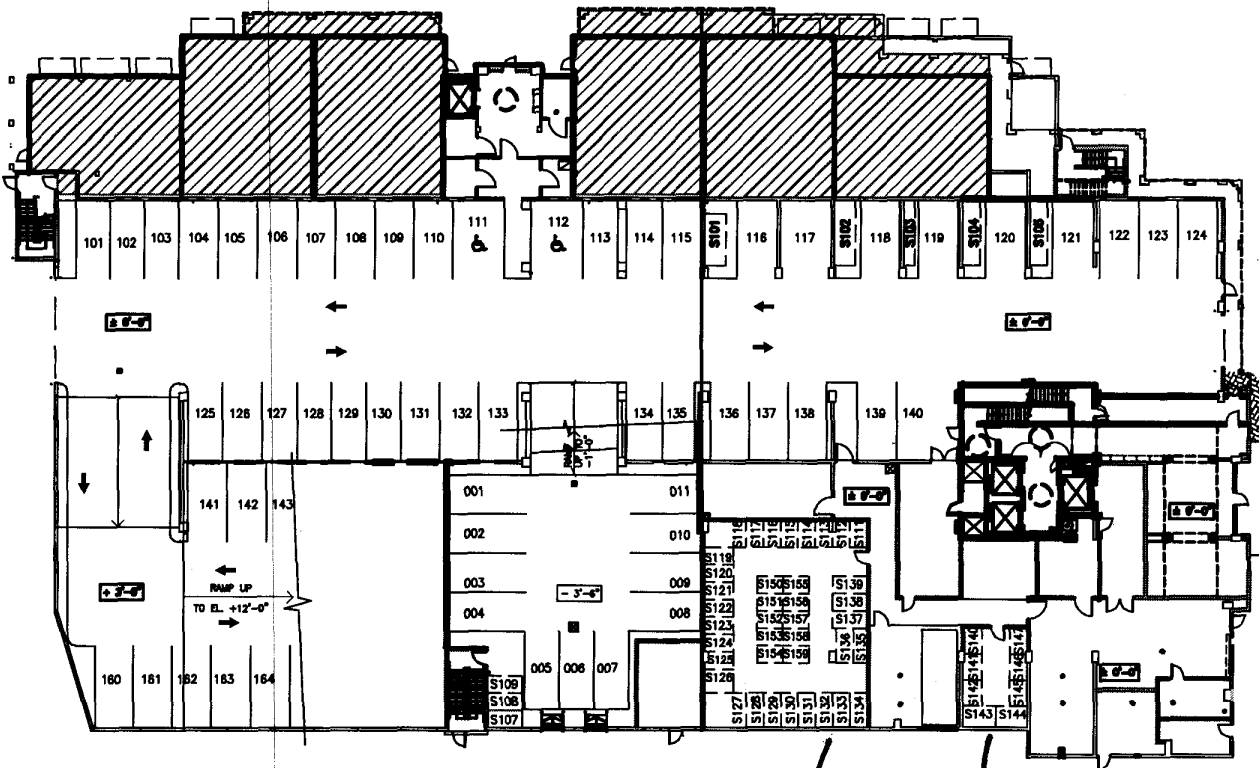
DATE: 01.04.2007

EXHIBIT

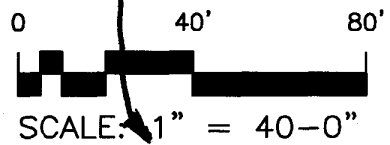


SHEET 03-B

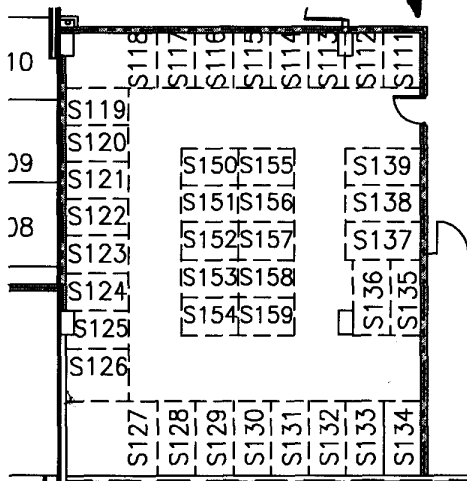
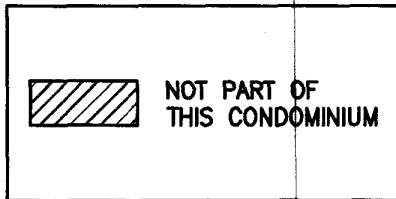
SAN MARCO PLACE, A CONDOMINIUM



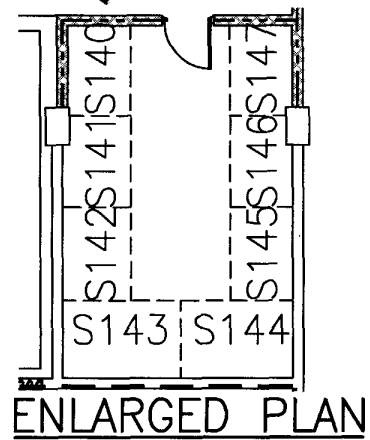
FLOOR PLANS - LEVEL 1-A
NUMBERING ONLY



LEGEND:



ENLARGED PLAN
NTS



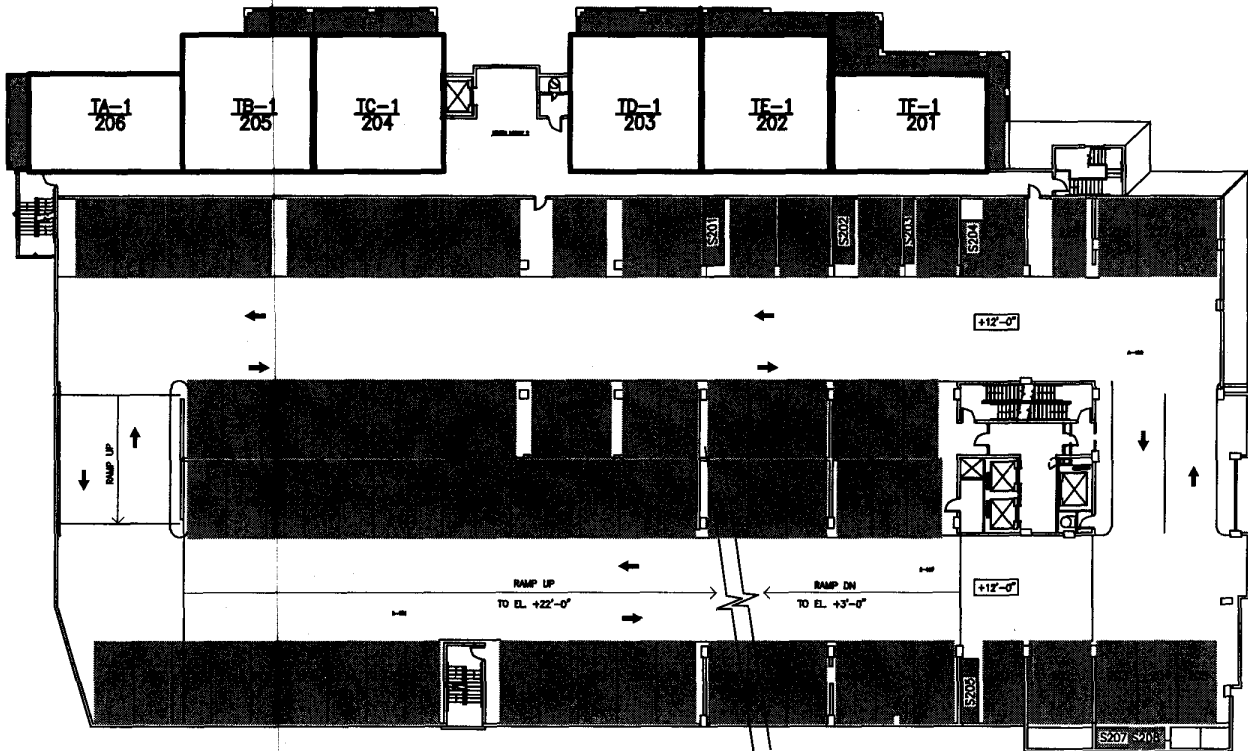
ENLARGED PLAN
NTS

DATE: 01.04.2007

EXHIBIT



SHEET 03-C

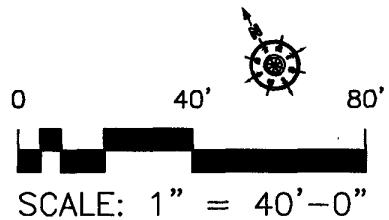
SAN MARCO PLACE, A CONDOMINIUM



FLOOR PLANS - LEVEL 2

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	LIMITED COMMON ELEMENT

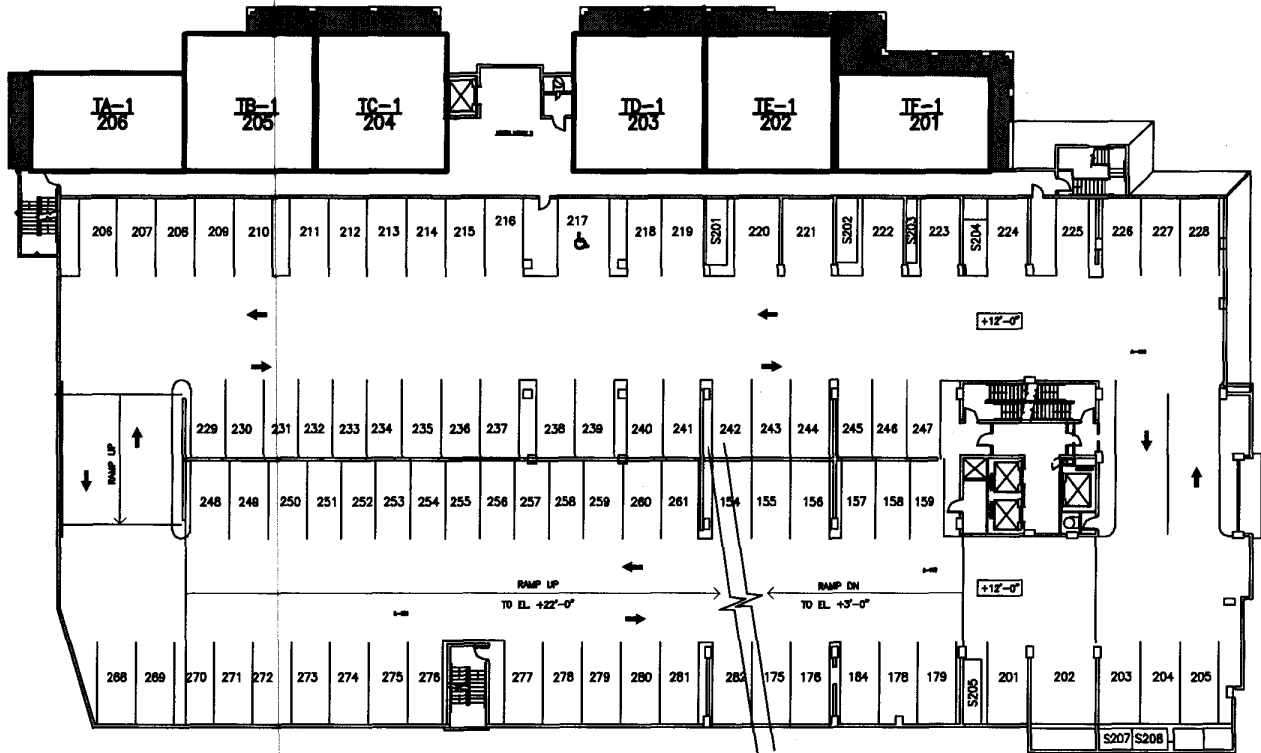


DATE: 01.04.2007

EXHIBIT

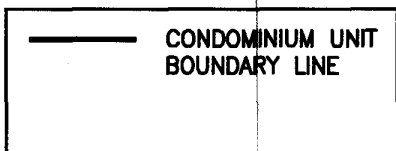
SHEET 04

SAN MARCO PLACE, A CONDOMINIUM



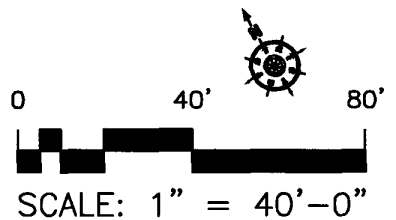
FLOOR PLANS - LEVEL 2 NUMBERING ONLY

LEGEND:



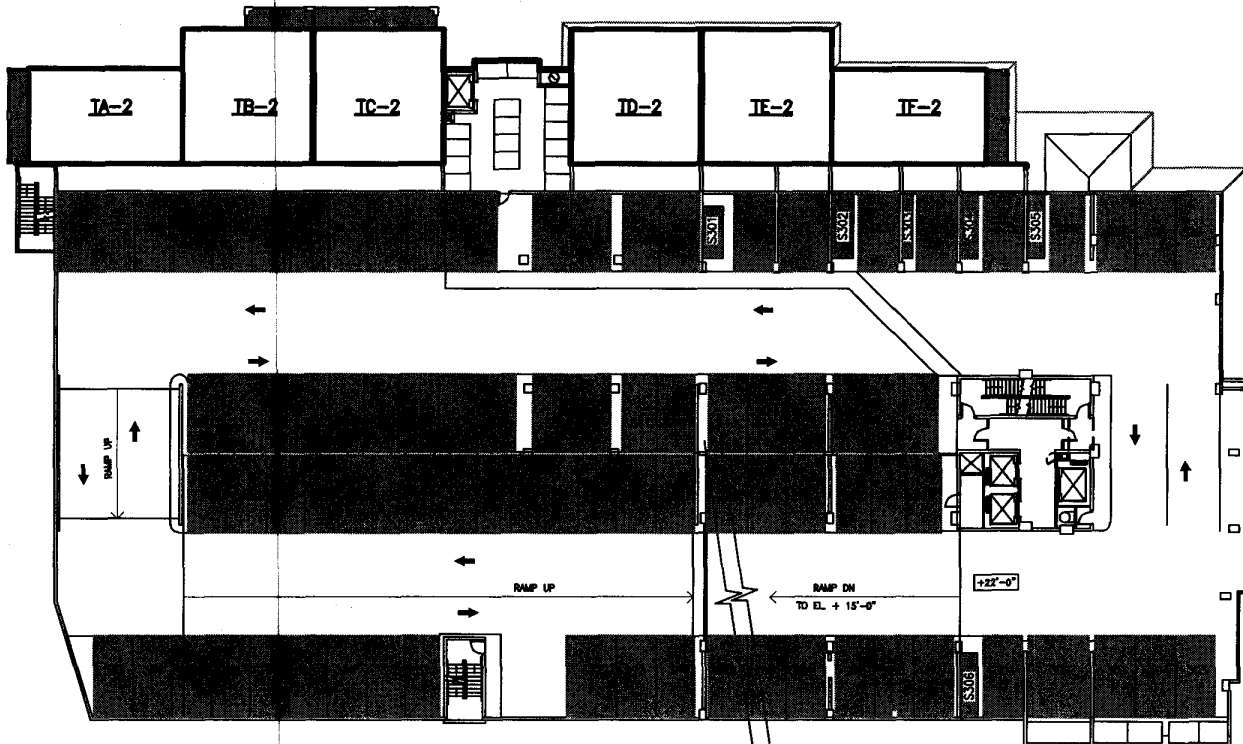
DATE: 01.04.2007

EXHIBIT






SHEET 04-A

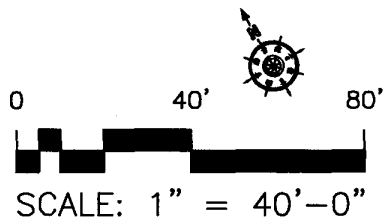
SAN MARCO PLACE, A CONDOMINIUM



FLOOR PLANS - LEVEL 3

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	BOUNDARY LINE
	LIMITED COMMON ELEMENT

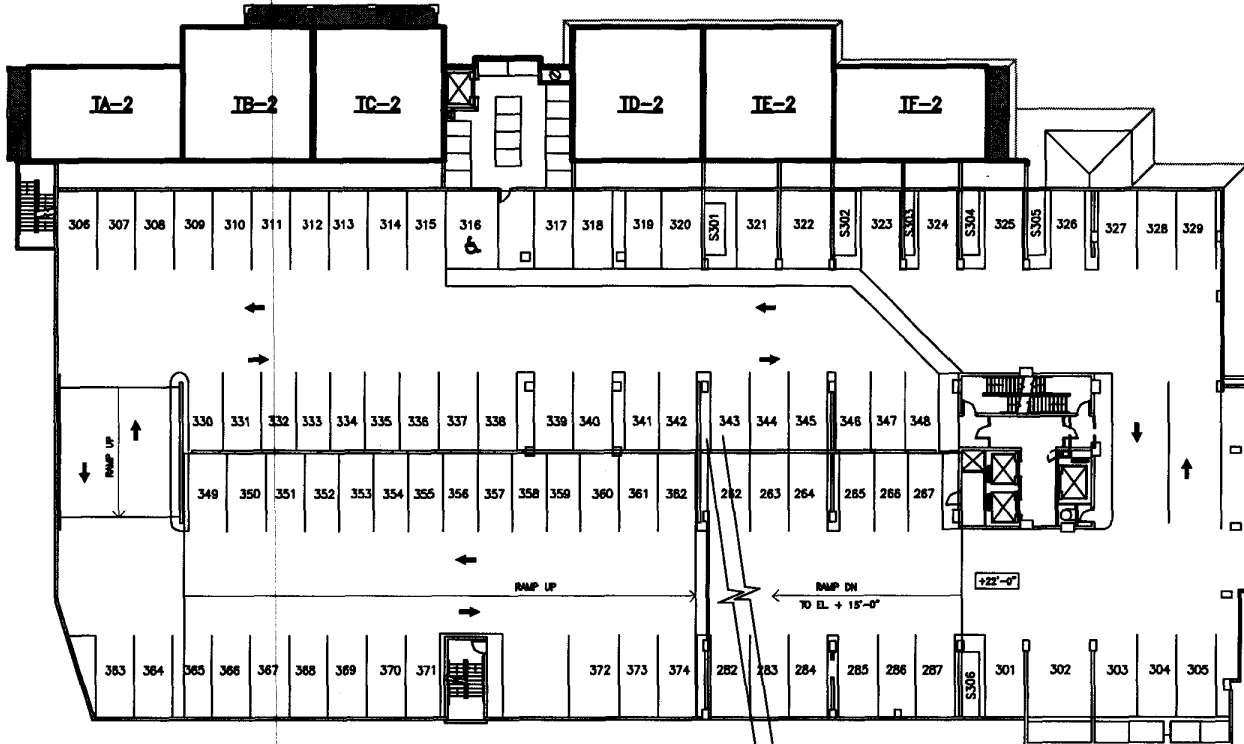


DATE: 01.04.2007

EXHIBIT

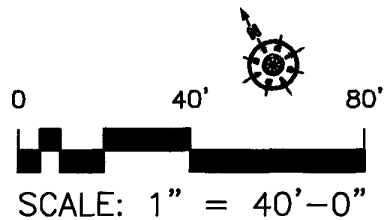
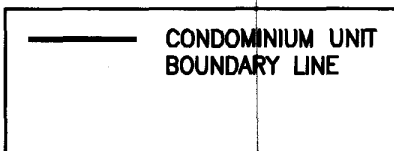
SHEET 05

SAN MARCO PLACE, A CONDOMINIUM



FLOOR PLANS - LEVEL 3 NUMBERING ONLY

LEGEND:

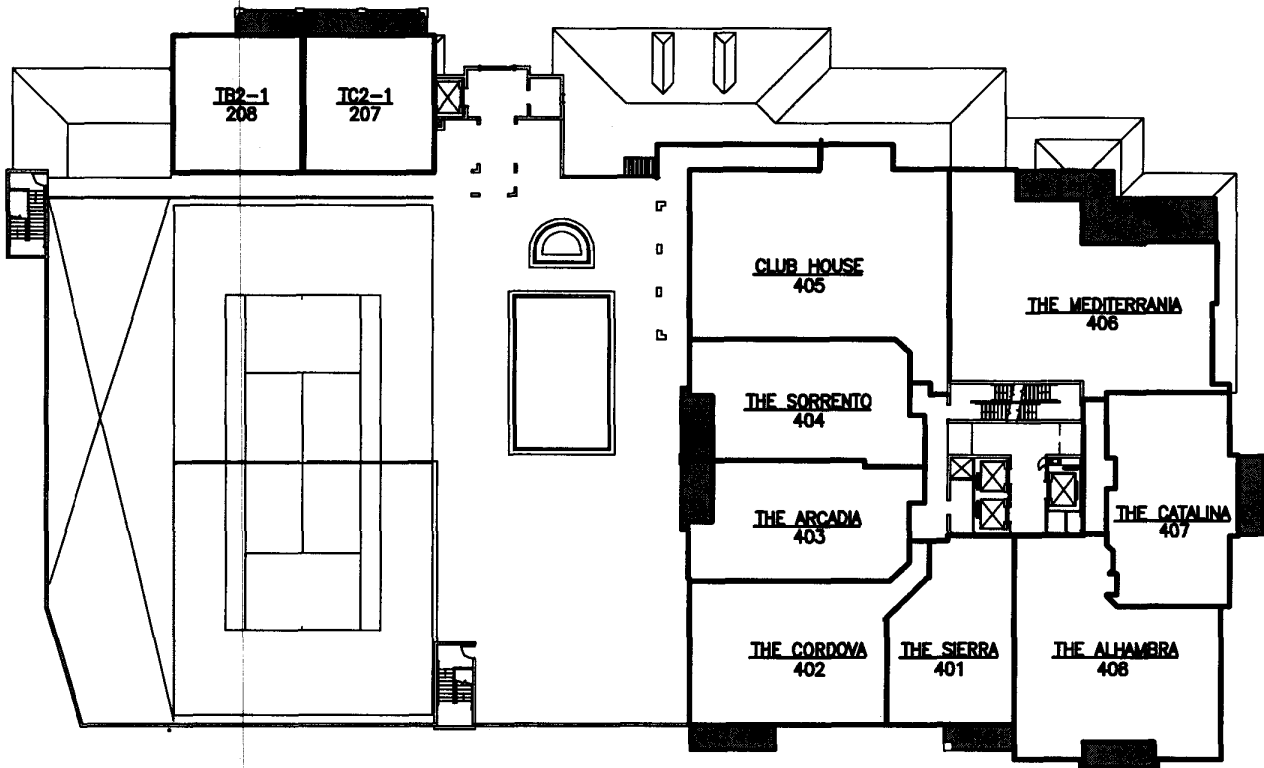


DATE: 01.04.2007

EXHIBIT



SHEET 05-A

SAN MARCO PLACE, A CONDOMINIUM



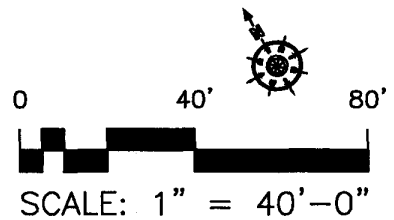
FLOOR PLANS - LEVEL 4

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	LIMITED COMMON ELEMENT

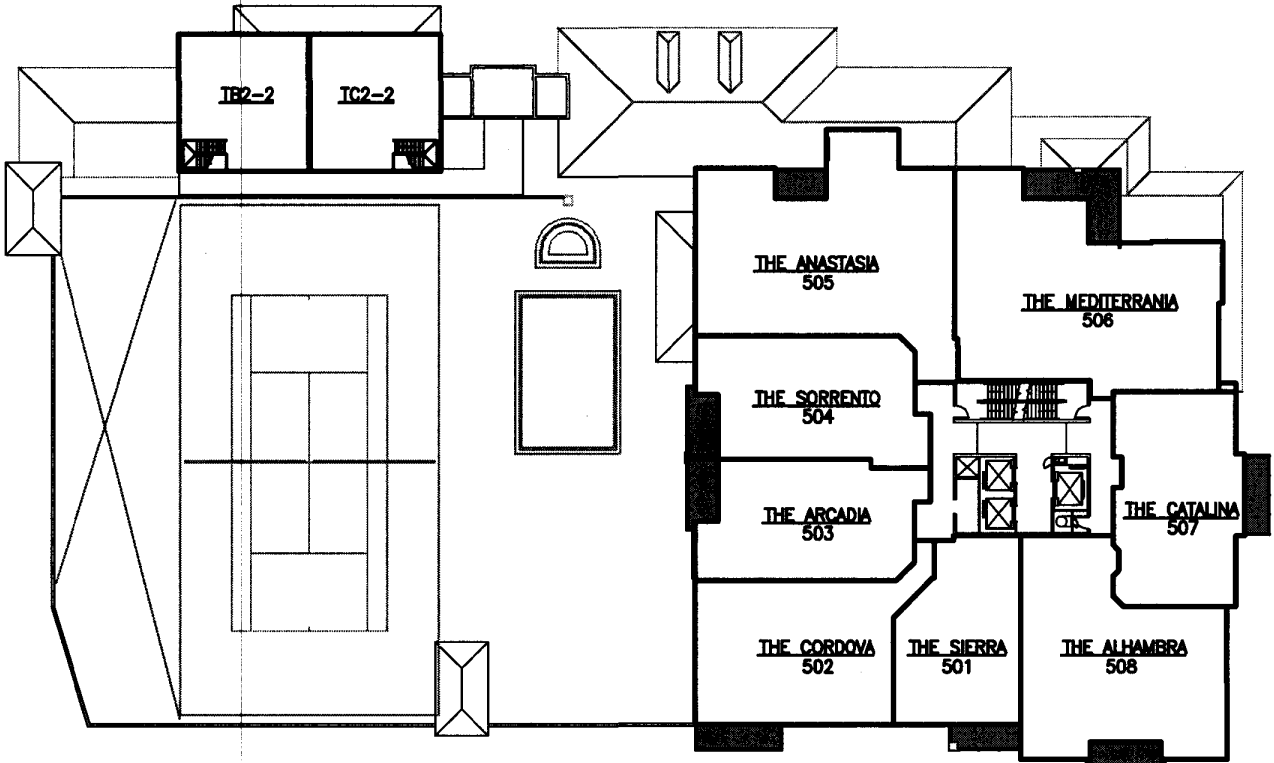
DATE: 01.04.2007

EXHIBIT





SHEET 06

SAN MARCO PLACE, A CONDOMINIUM



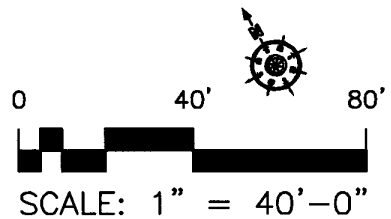
FLOOR PLANS - LEVEL 5

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	LIMITED COMMON ELEMENT

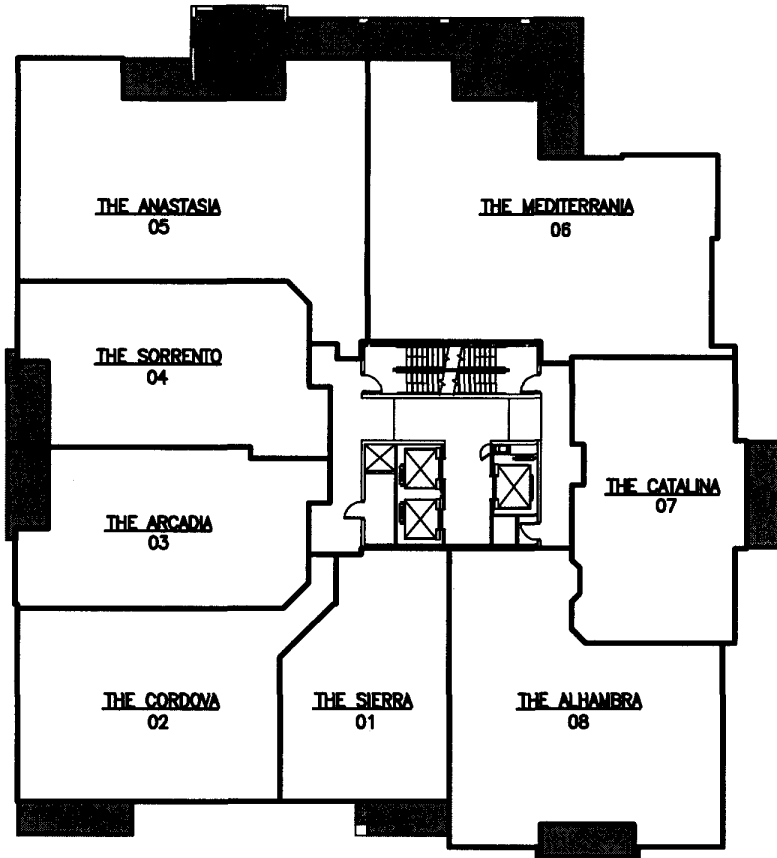
DATE: 01.04.2007

EXHIBIT





SHEET 07

SAN MARCO PLACE, A CONDOMINIUM

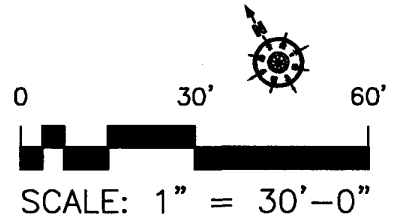


UNIT FLOOR PLANS - LEVELS 6-20

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	LIMITED COMMON ELEMENT

NOTE:
FOR NUMBERING PURPOSES,
THERE IS NO 13TH FLOOR.

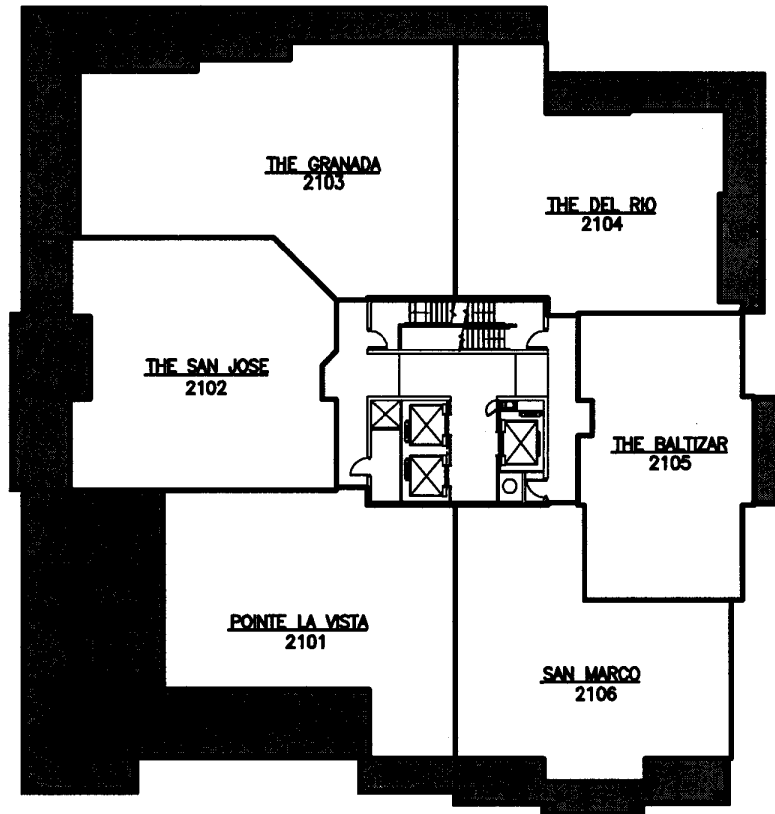


DATE: 01.04.2007

EXHIBIT


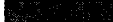
SHEET 08

SAN MARCO PLACE, A CONDOMINIUM



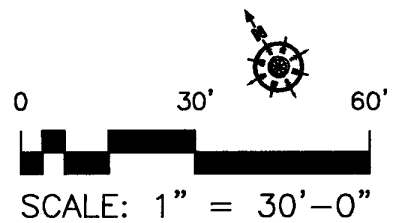
FLOOR PLANS LEVEL 21 – PENTHOUSE FIRST FLOOR

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	LIMITED COMMON ELEMENT

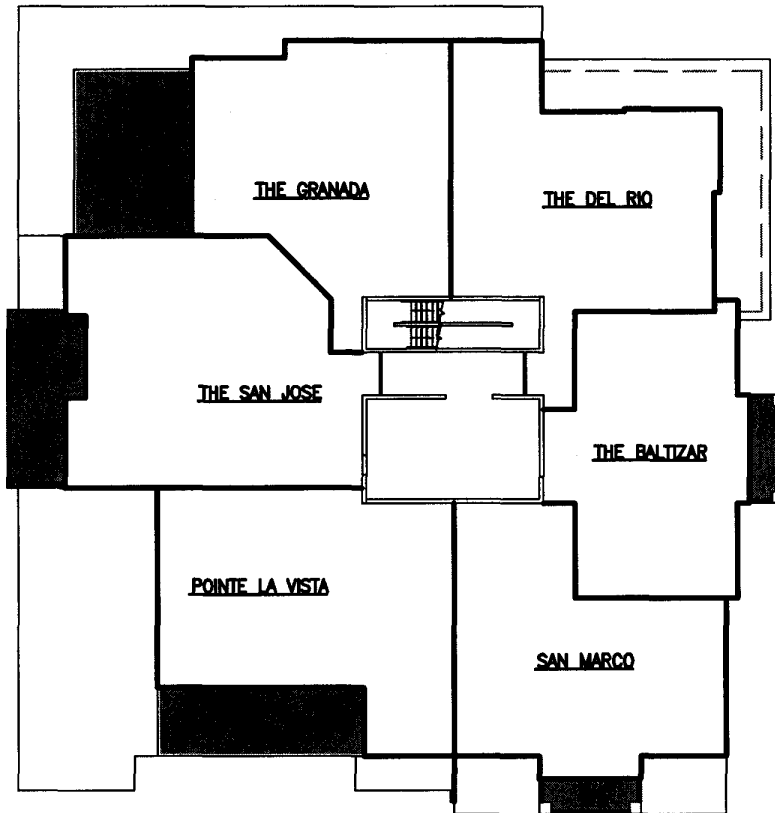
DATE: 01.04.2007

EXHIBIT




SHEET 09

SAN MARCO PLACE, A CONDOMINIUM



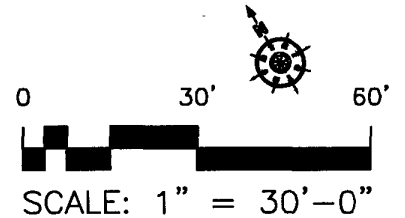
UNIT PLAN LEVEL 22 – PENTHOUSE SECOND FLOOR

LEGEND:

	CONDOMINIUM UNIT BOUNDARY LINE
	LIMITED COMMON ELEMENT

DATE: 01.04.2007

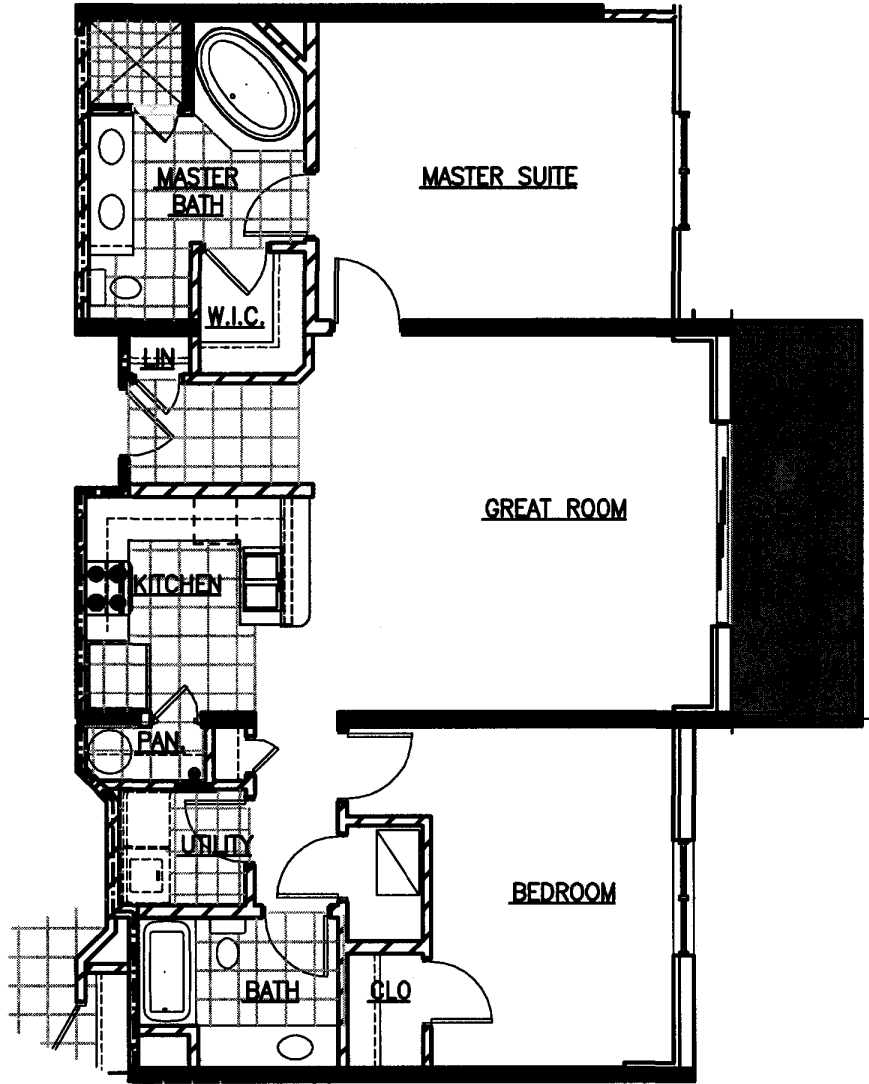
EXHIBIT



SCALE: 1" = 30'-0"

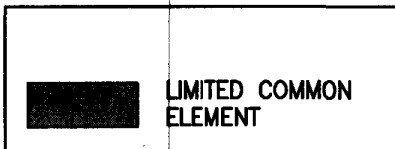
SHEET 10

SAN MARCO PLACE, A CONDOMINIUM



THE CATALINA – LEVELS 4–12, 14–20
 407–1207, 1407–2007

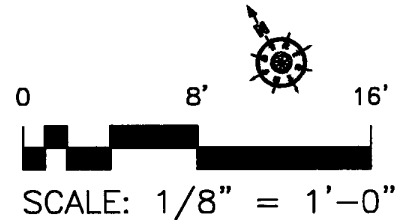
LEGEND:



DATE: 01.04.2007

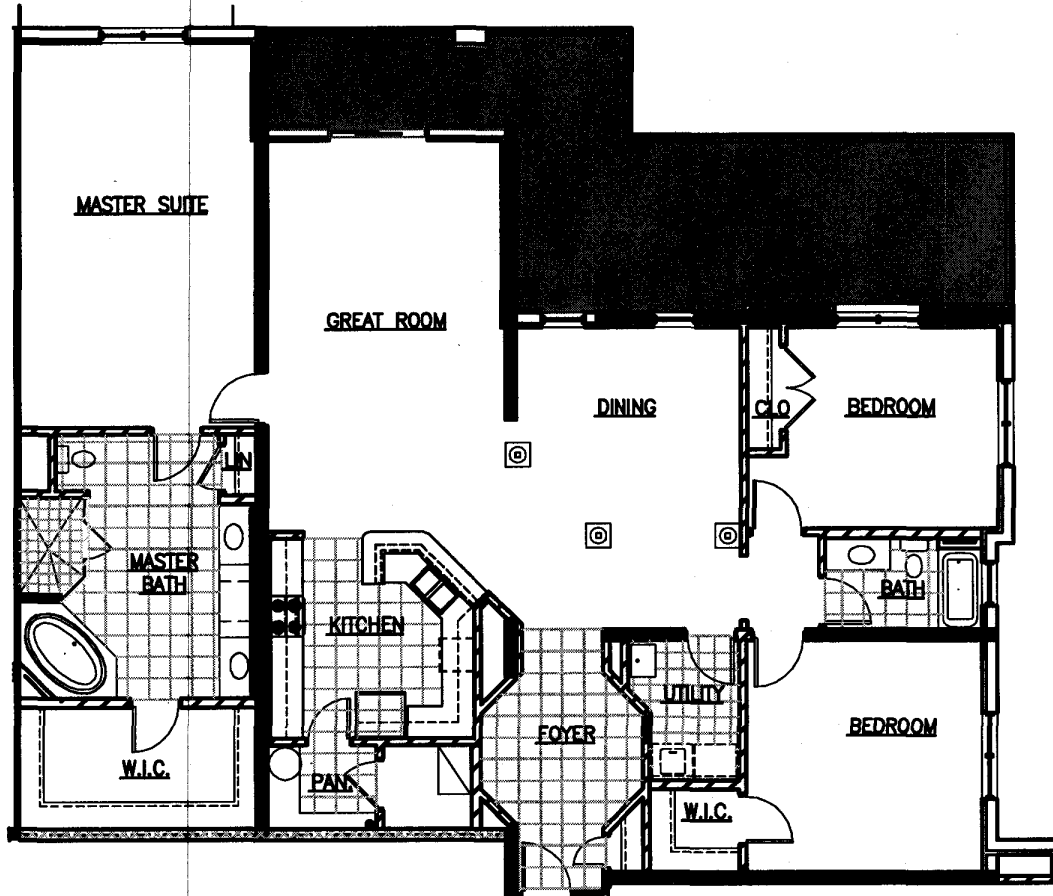
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



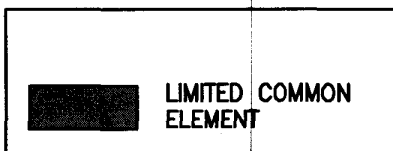
SHEET 11

SAN MARCO PLACE, A CONDOMINIUM



THE MEDITERRANIA — LEVEL 4 406

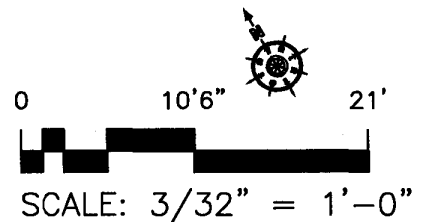
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

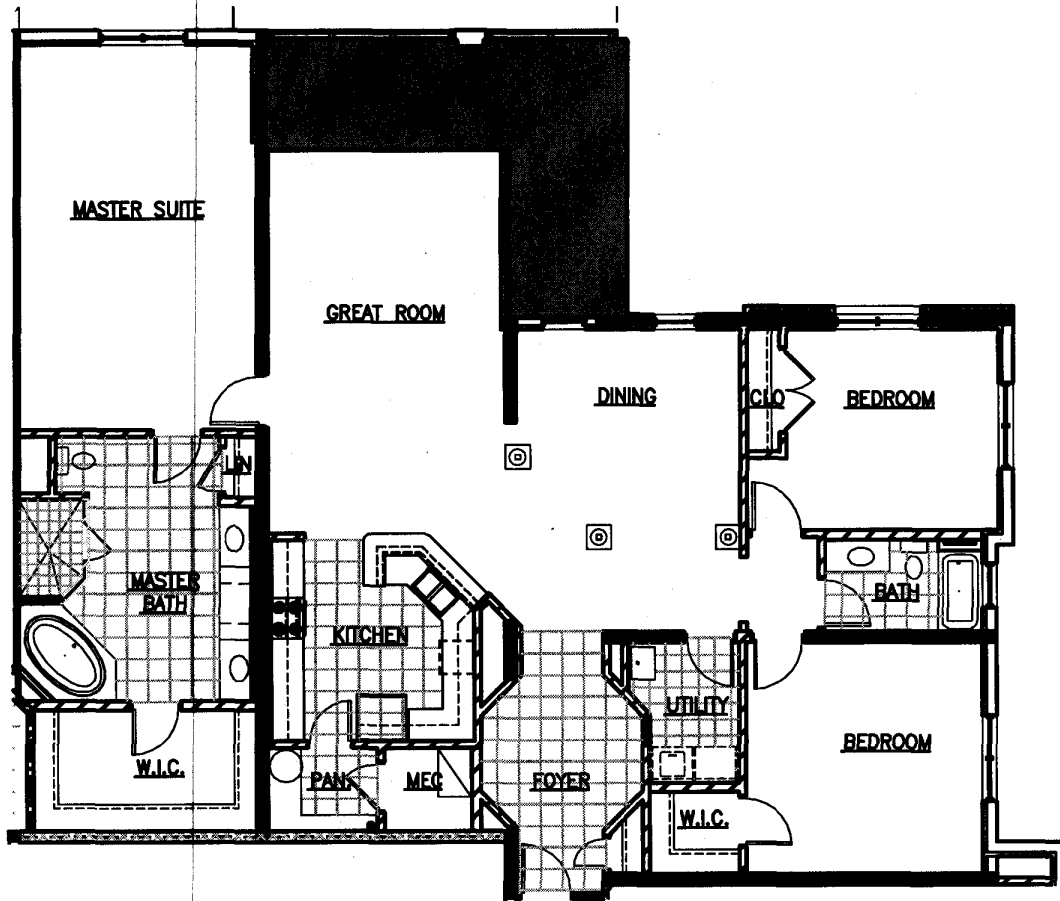
DATE: 01.04.2007

EXHIBIT



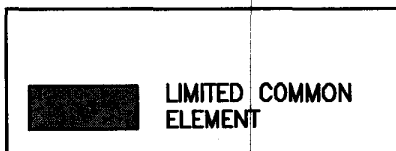
SHEET 12

SAN MARCO PLACE, A CONDOMINIUM

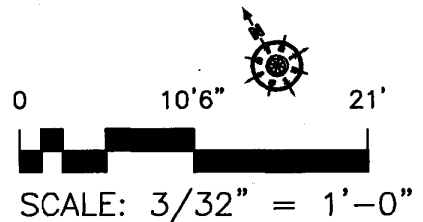


THE MEDITERRANIA – LEVEL 5 506

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

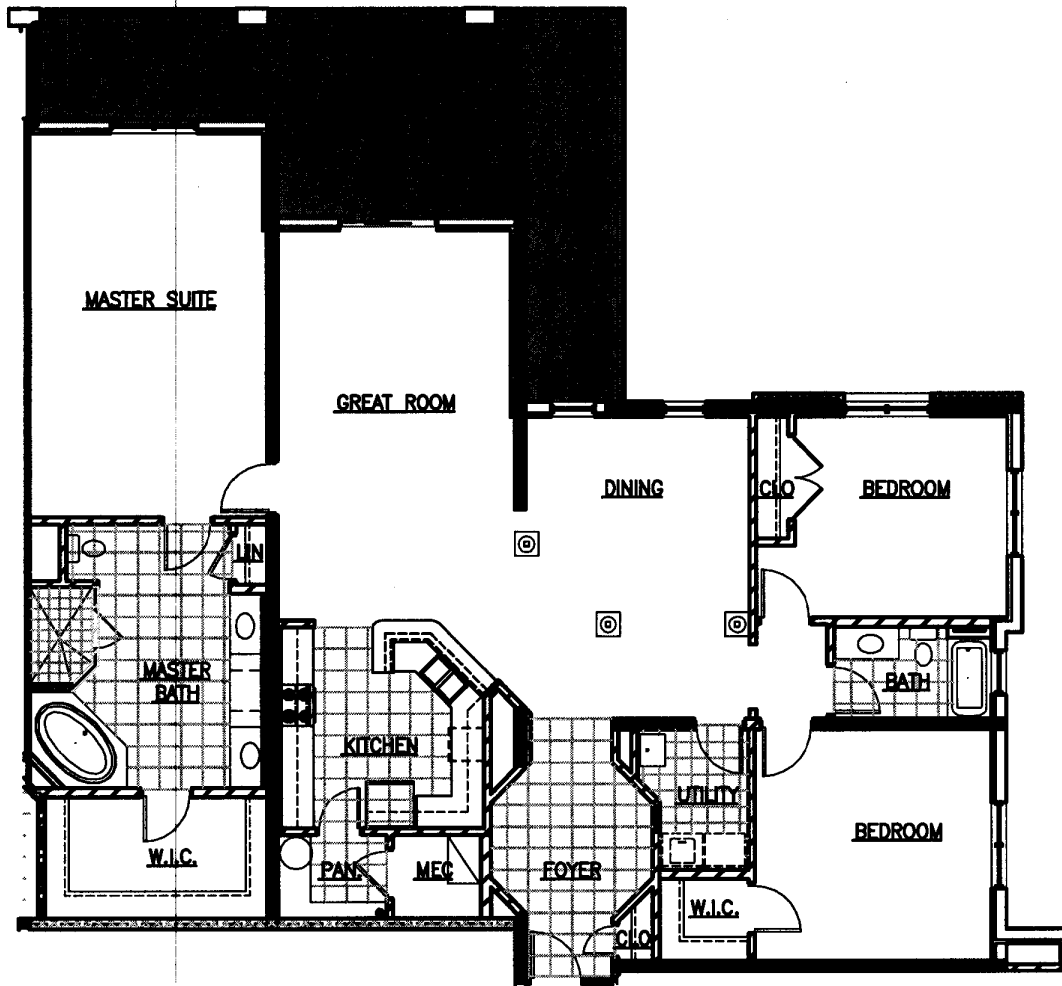


DATE: 01.04.2007

EXHIBIT

SHEET 13

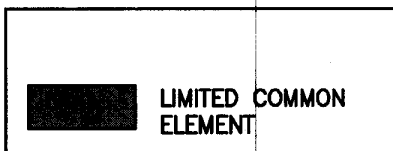
SAN MARCO PLACE, A CONDOMINIUM



THE MEDITERRANIA – LEVELS 6, 7, AND 8

606, 706, 806

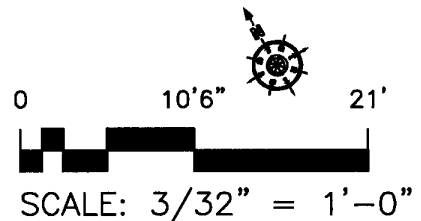
LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

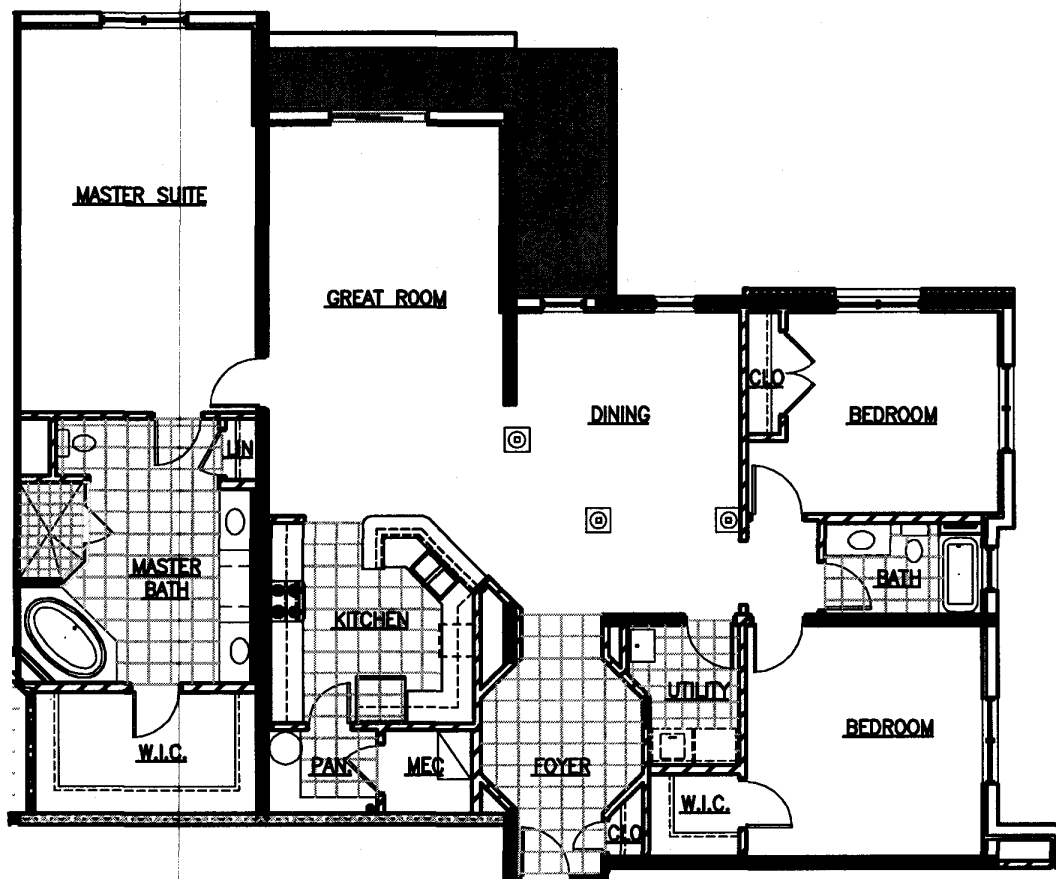
DATE: 01.04.2007

EXHIBIT



SHEET 14

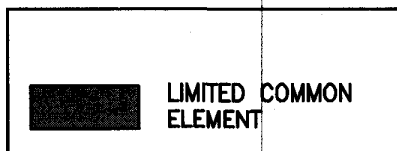
SAN MARCO PLACE, A CONDOMINIUM



THE MEDITERRANIA — LEVEL 9

906

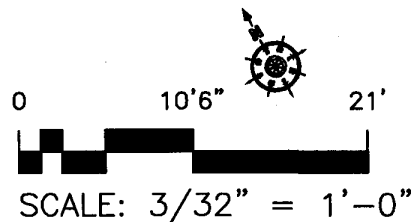
LEGEND:



DATE: 01.04.2007

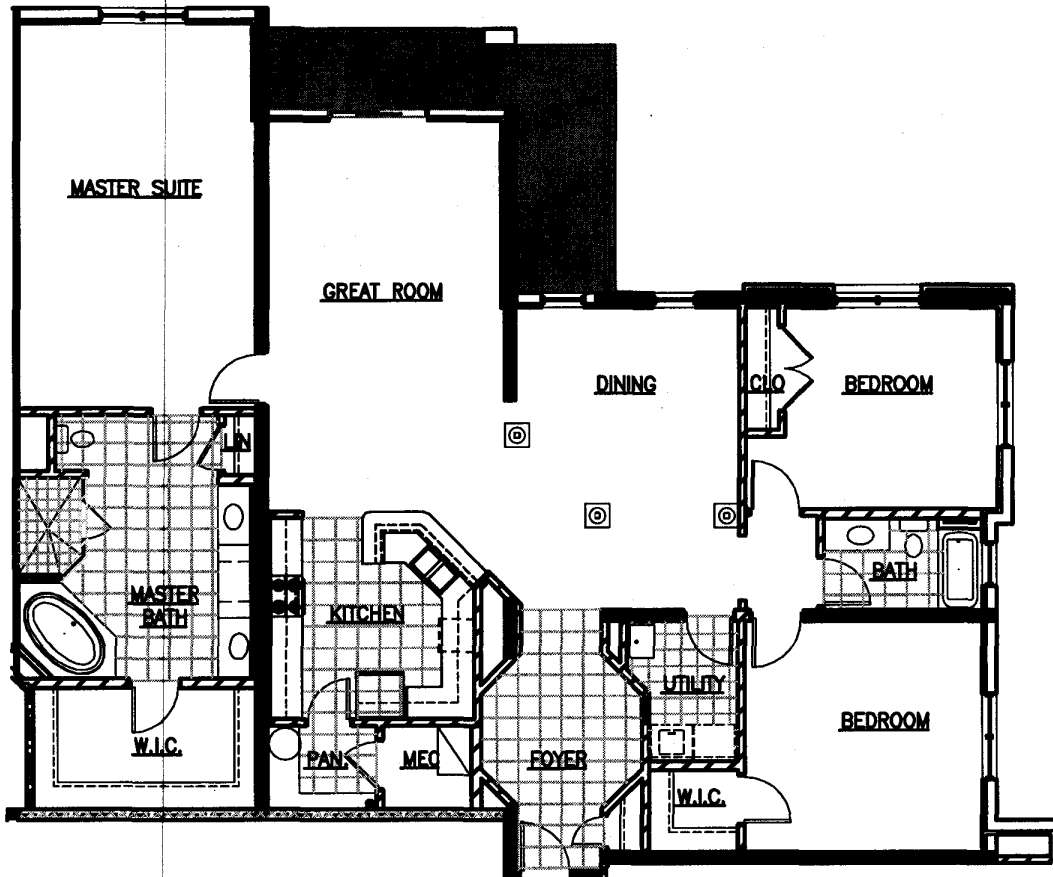
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



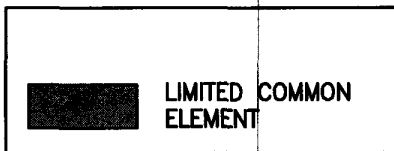
SHEET 15

SAN MARCO PLACE, A CONDOMINIUM



THE MEDITERRANIA – LEVELS 10–12, 14–20
 1006–1206, 1406–2006

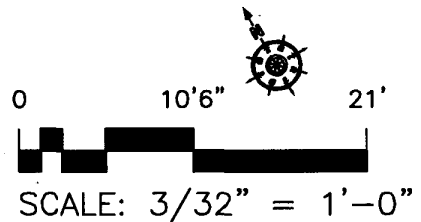
LEGEND:



DATE: 01.04.2007

EXHIBIT

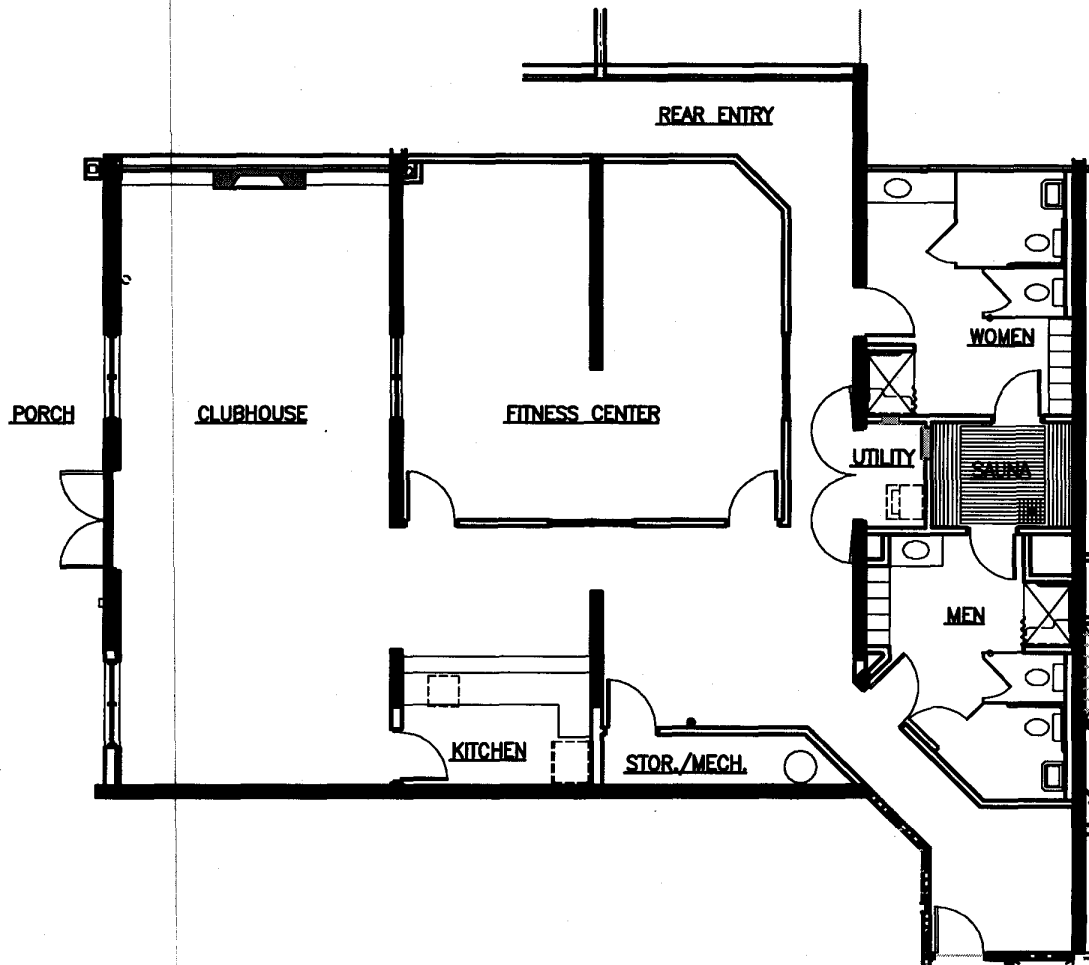
NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



SCALE: 3/32" = 1'-0"

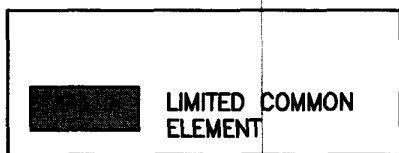
SHEET 16

SAN MARCO PLACE, A CONDOMINIUM



CLUB HOUSE - LEVEL 4 404

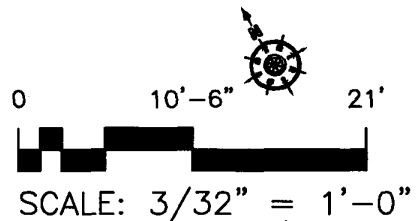
LEGEND:



DATE: 01.04.2007

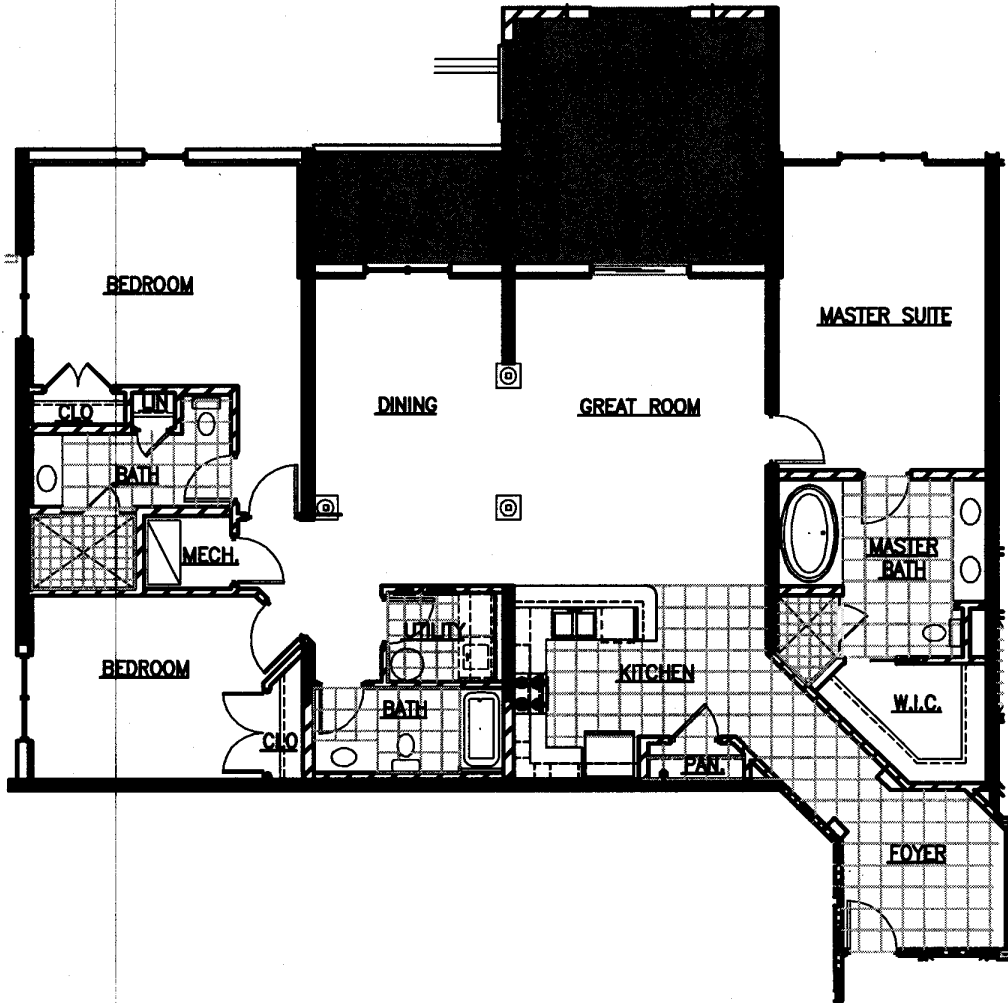
EXHIBIT

NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.



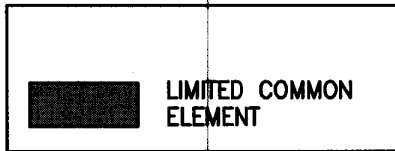
SHEET 17

SAN MARCO PLACE, A CONDOMINIUM



THE ANASTASIA — LEVEL 5 505

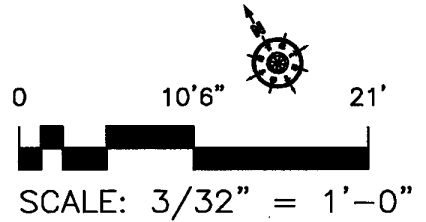
LEGEND:



DATE: 01.04.2007

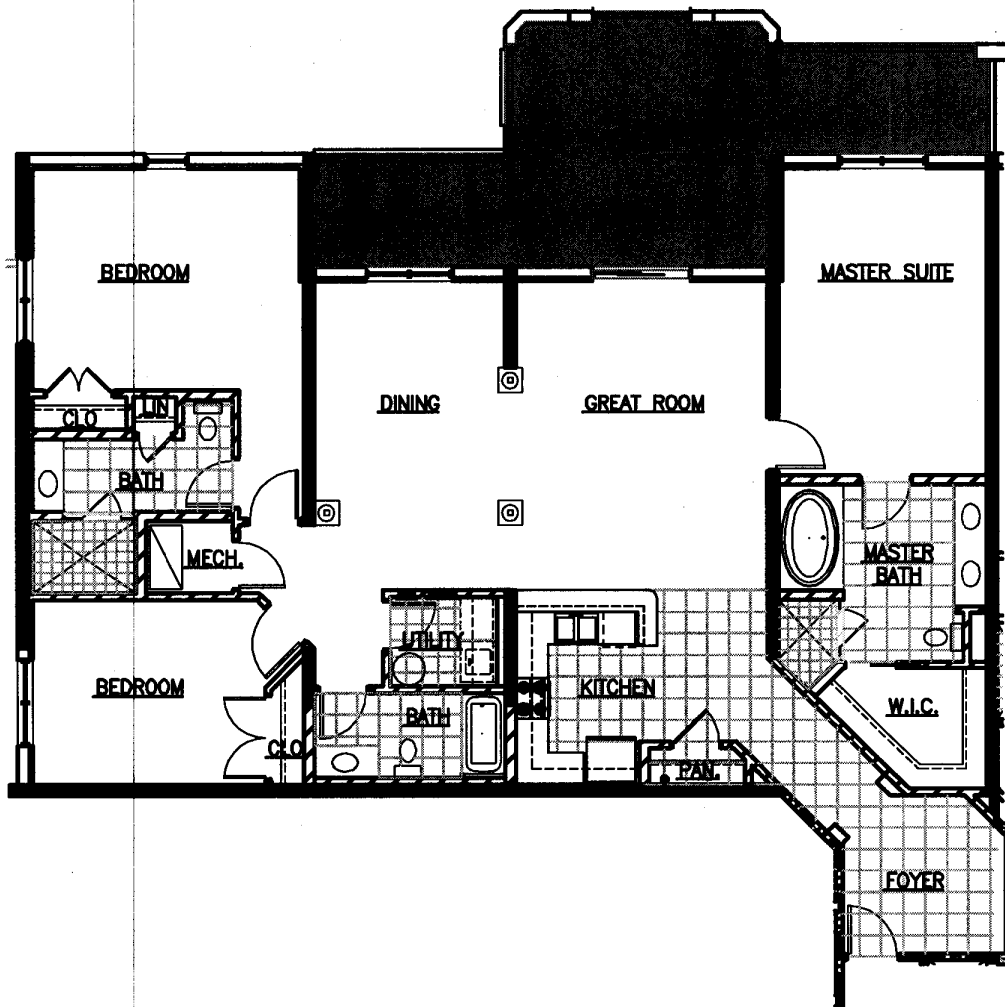
EXHIBIT

NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.



SHEET 18

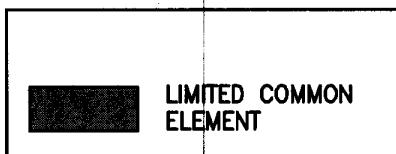
SAN MARCO PLACE, A CONDOMINIUM



THE ANASTASIA – LEVELS 6, 7, AND 8

605, 705, 805

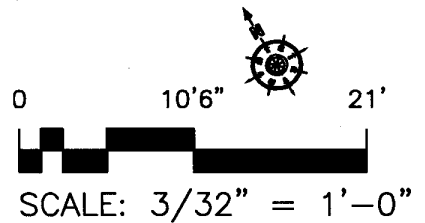
LEGEND:



DATE: 01.04.2007

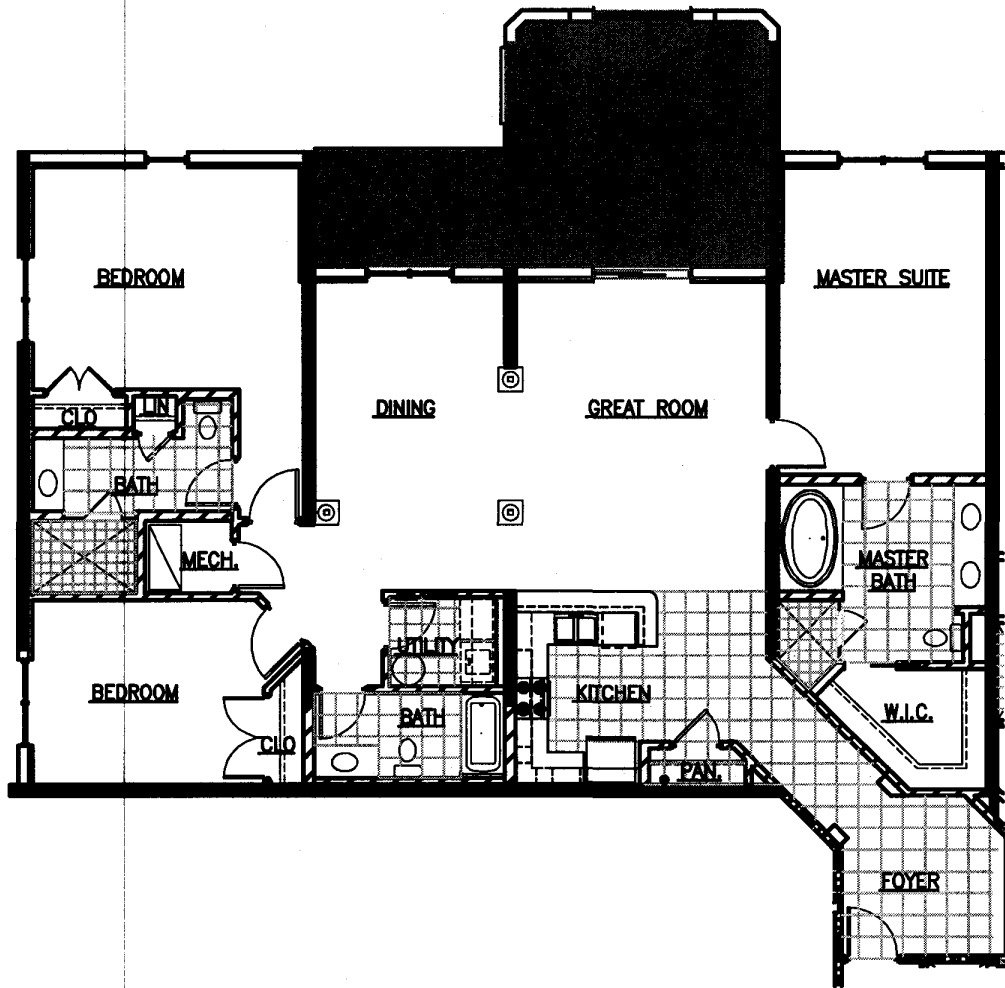
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



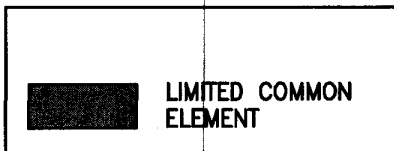
SHEET 19

SAN MARCO PLACE, A CONDOMINIUM



THE ANASTASIA – LEVELS 9, 10 905, 1005

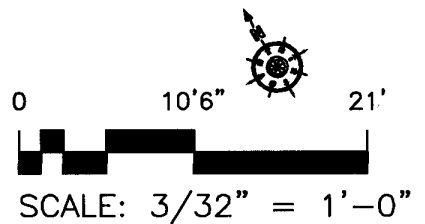
LEGEND:



DATE: 01.04.2007

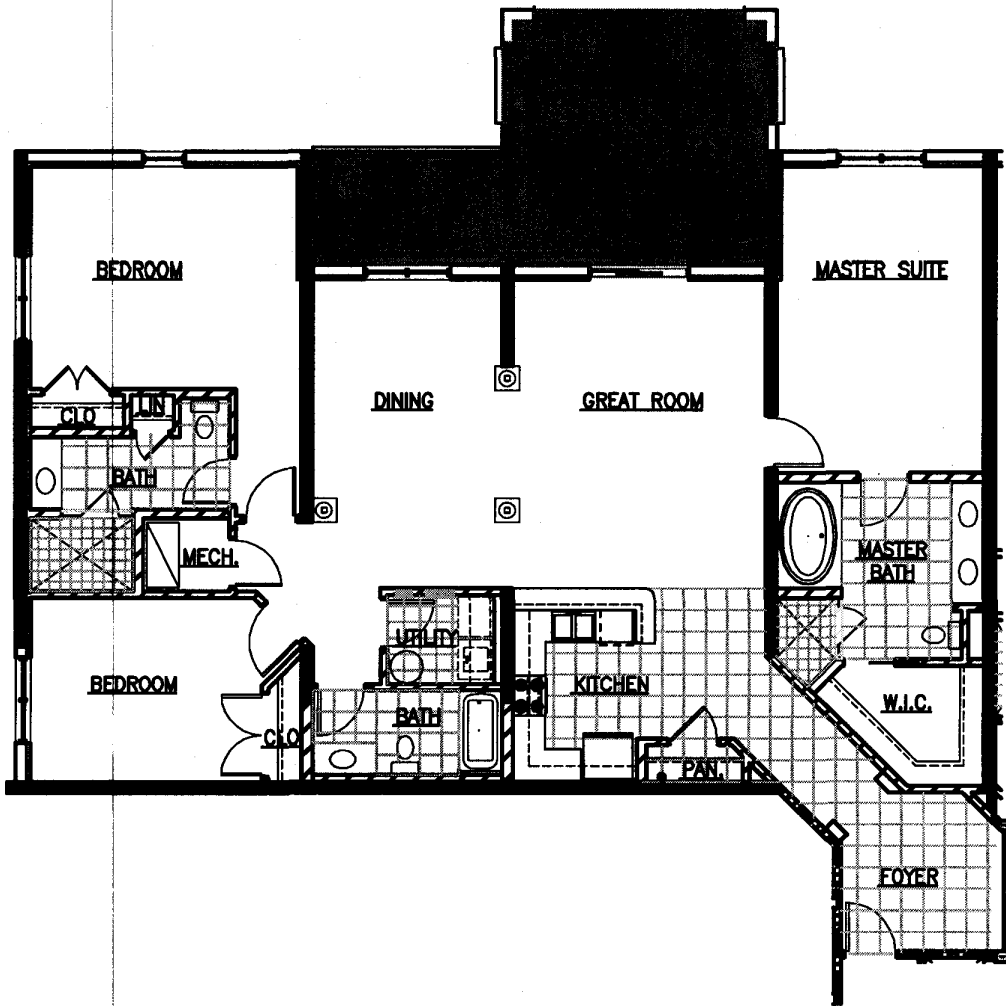
EXHIBIT

NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.



SHEET 20

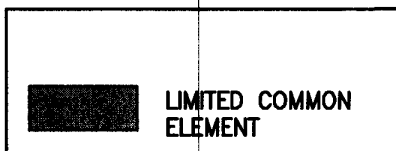
SAN MARCO PLACE, A CONDOMINIUM



THE ANASTASIA – LEVEL 11

1105

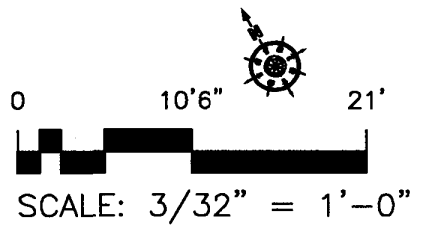
LEGEND:



DATE: 01.04.2007

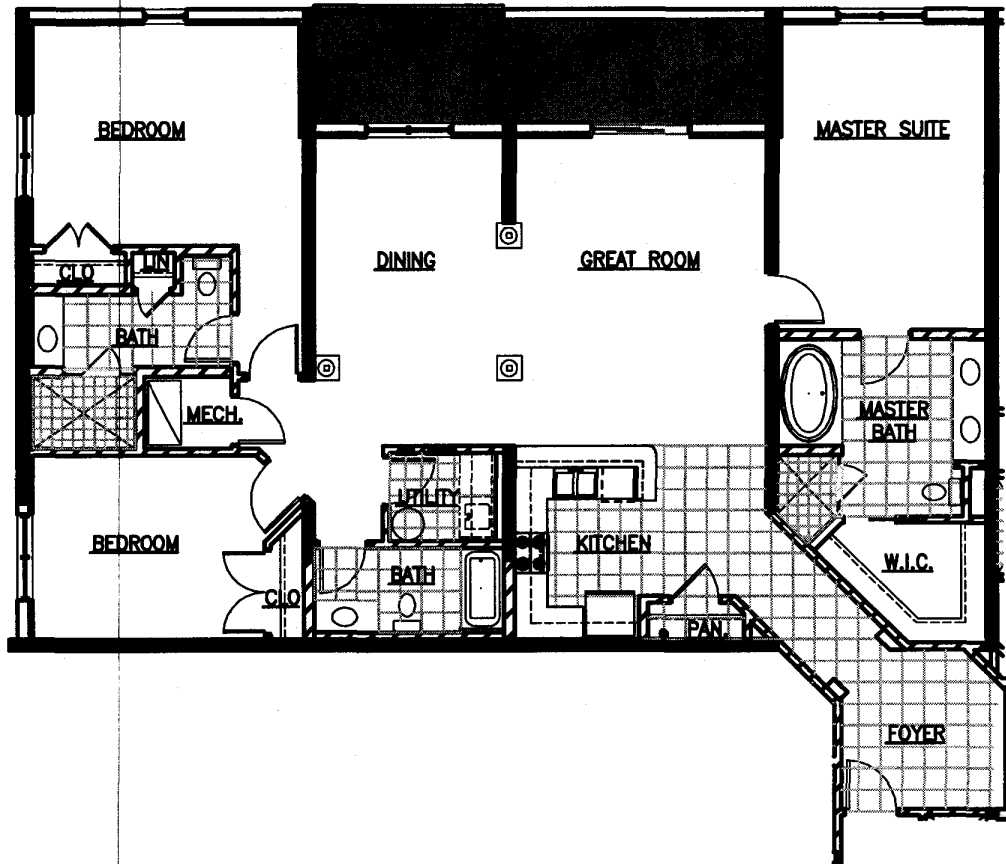
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



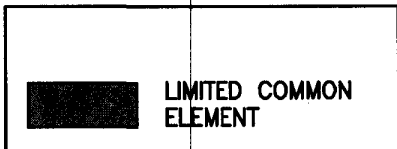
SHEET 21

SAN MARCO PLACE, A CONDOMINIUM

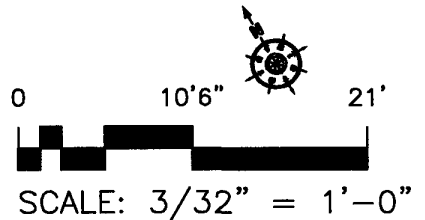


THE ANASTASIA – LEVEL 12 1205

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

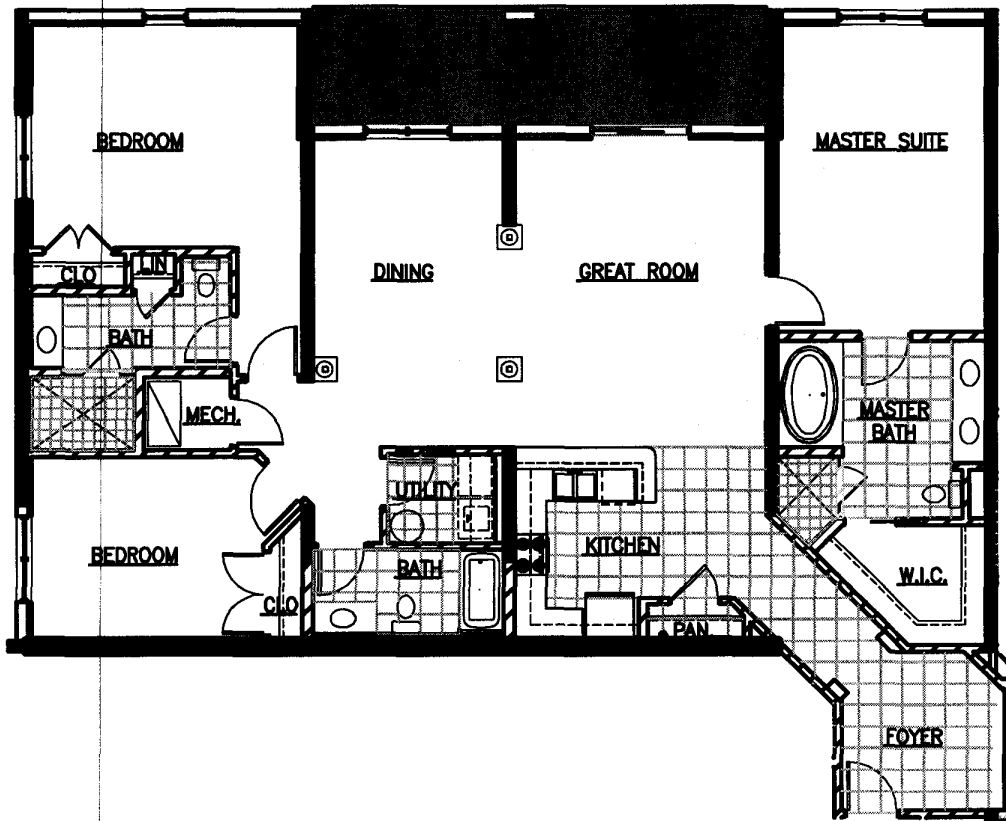


DATE: 01.04.2007

EXHIBIT

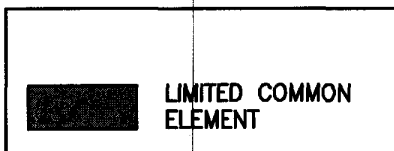
SHEET 22

SAN MARCO PLACE, A CONDOMINIUM



THE ANASTASIA – LEVELS 14–20 1405–2005

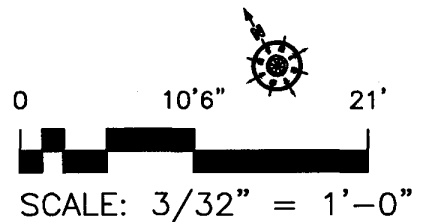
LEGEND:



DATE: 01.04.2007

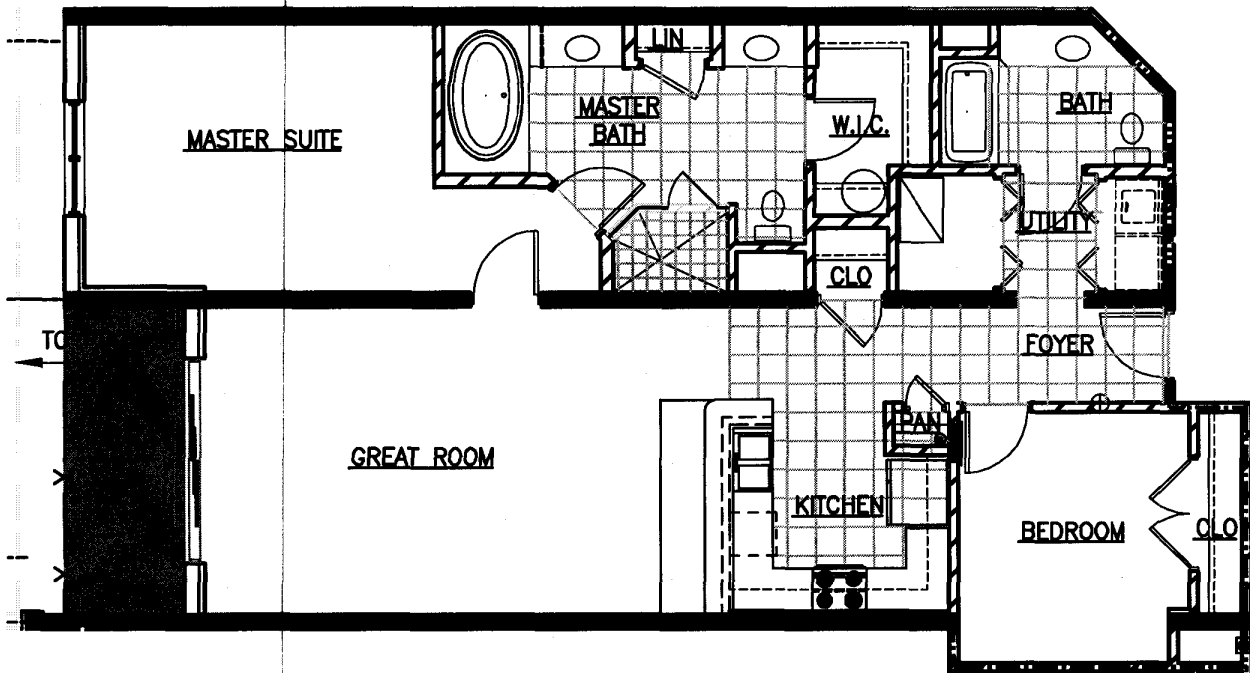
EXHIBIT

NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.



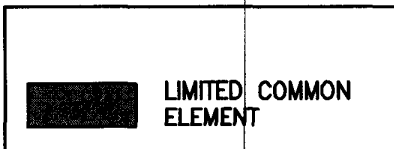
SHEET 23

SAN MARCO PLACE, A CONDOMINIUM

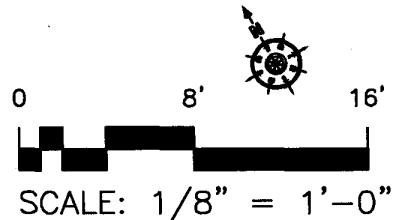


THE SORRENTO - LEVEL 4 404

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

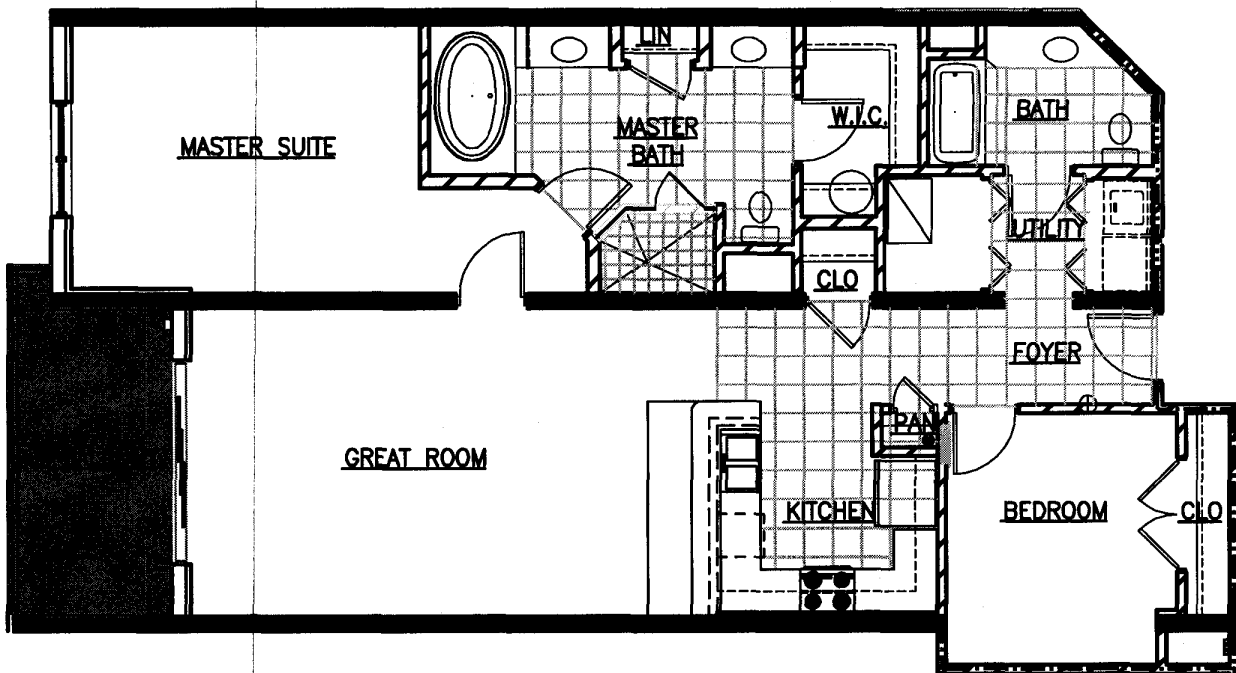


DATE: 01.04.2007

EXHIBIT

SHEET 24

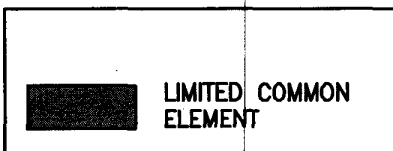
SAN MARCO PLACE, A CONDOMINIUM



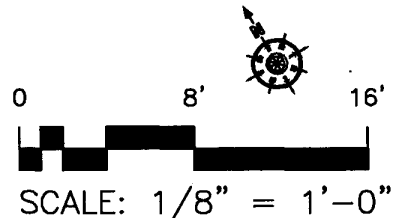
THE SORRENTO – LEVELS 5-12, 14-20

504-1204, 1402-2004

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

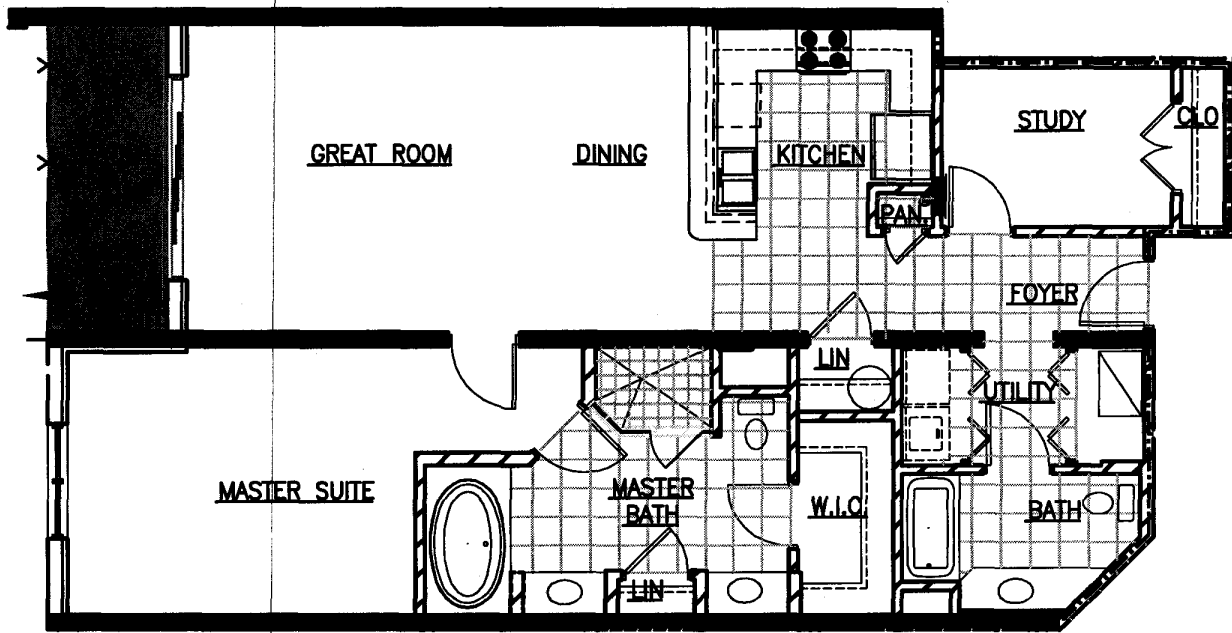


DATE: 01.04.2007

EXHIBIT

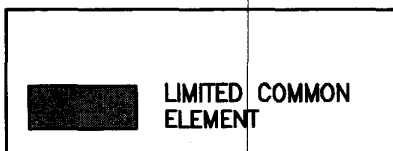
SHEET 25

SAN MARCO PLACE, A CONDOMINIUM

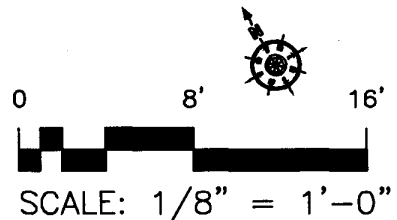


THE ARCADIA — LEVEL 4 403

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

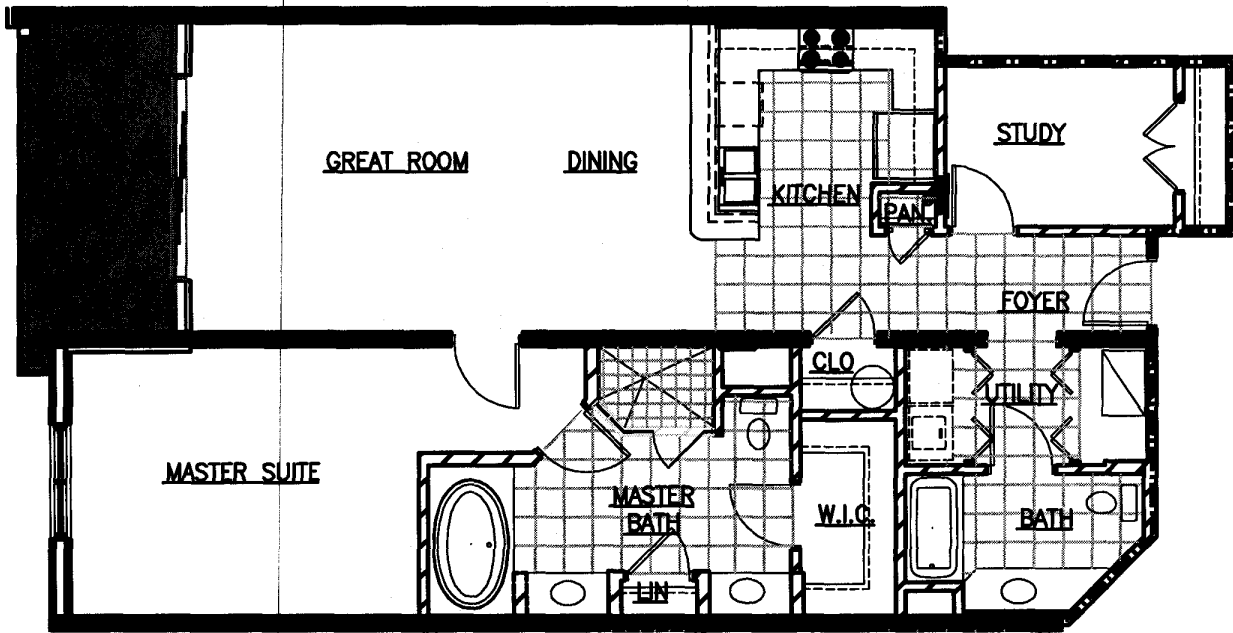


DATE: 01.04.2007

EXHIBIT

SHEET 26

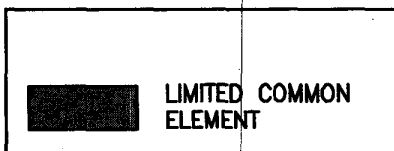
SAN MARCO PLACE, A CONDOMINIUM



THE ARCADIA - LEVELS 5-12, 14-20

503-1203, 1403-2003

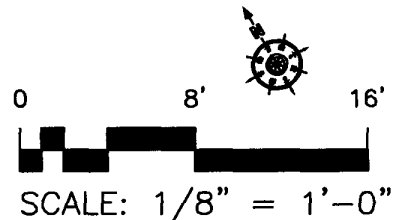
LEGEND:



DATE: 01.04.2007

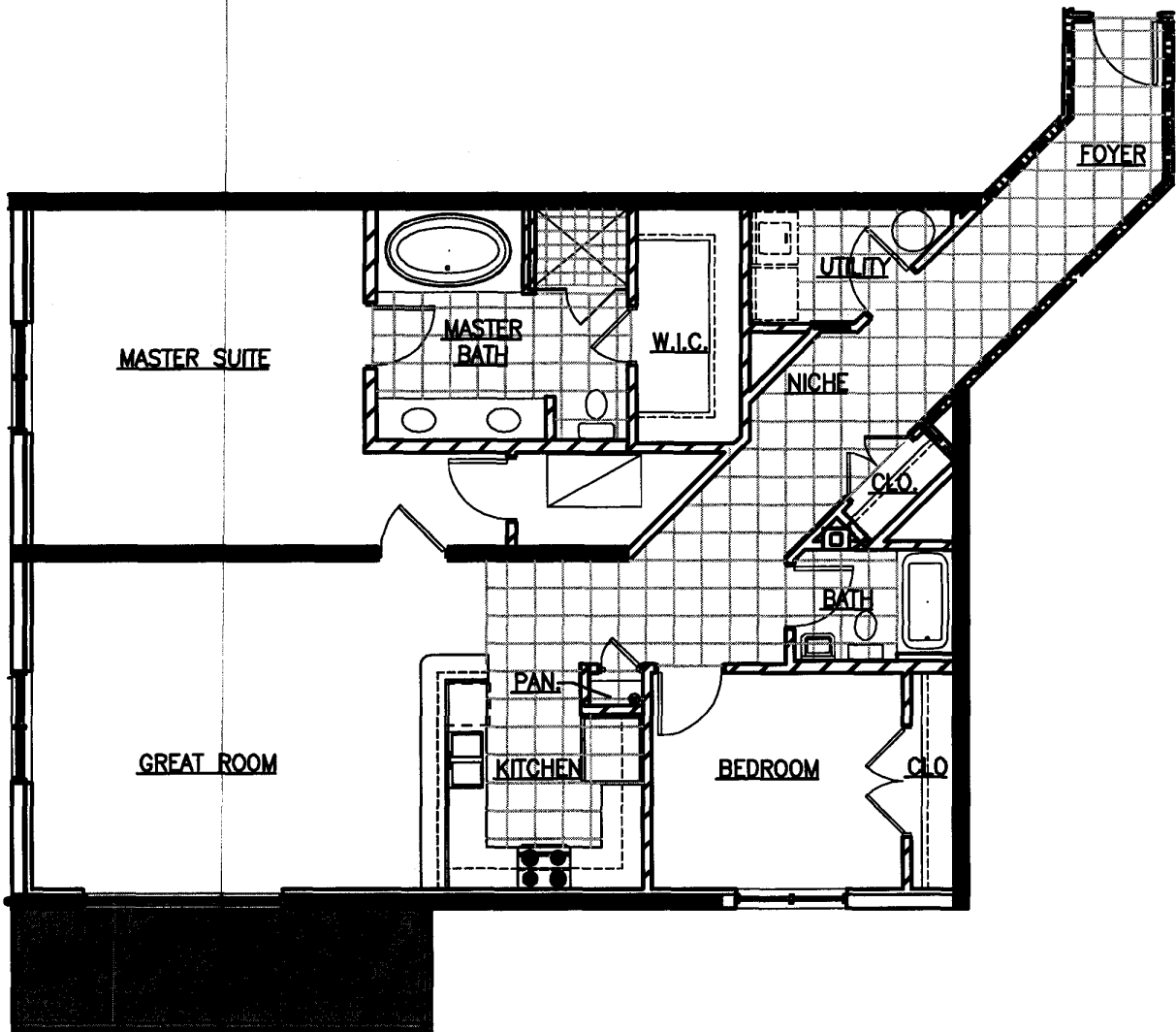
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



SHEET 27

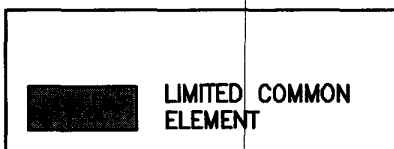
SAN MARCO PLACE, A CONDOMINIUM



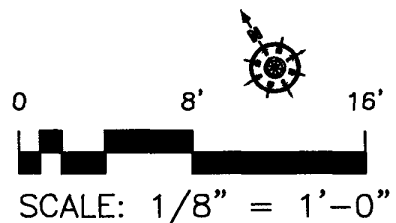
THE CORDOVA - LEVELS 4-12, 14-20

402-1202, 1402-2002

LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

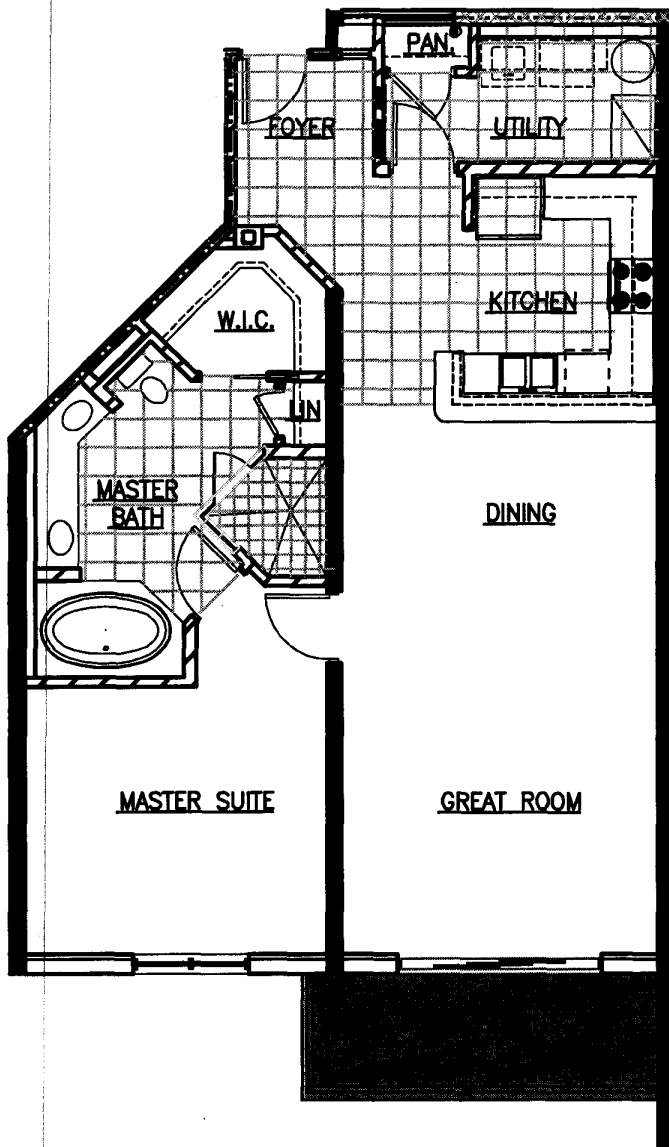


DATE: 01.04.2007

EXHIBIT

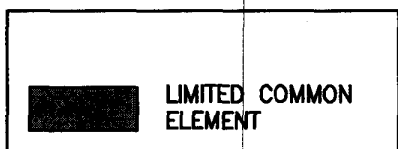
SHEET 28

SAN MARCO PLACE, A CONDOMINIUM

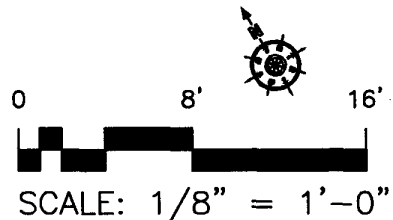


THE SIERRA - LEVELS 4-12, 14-20
401-1201, 1401-2001

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

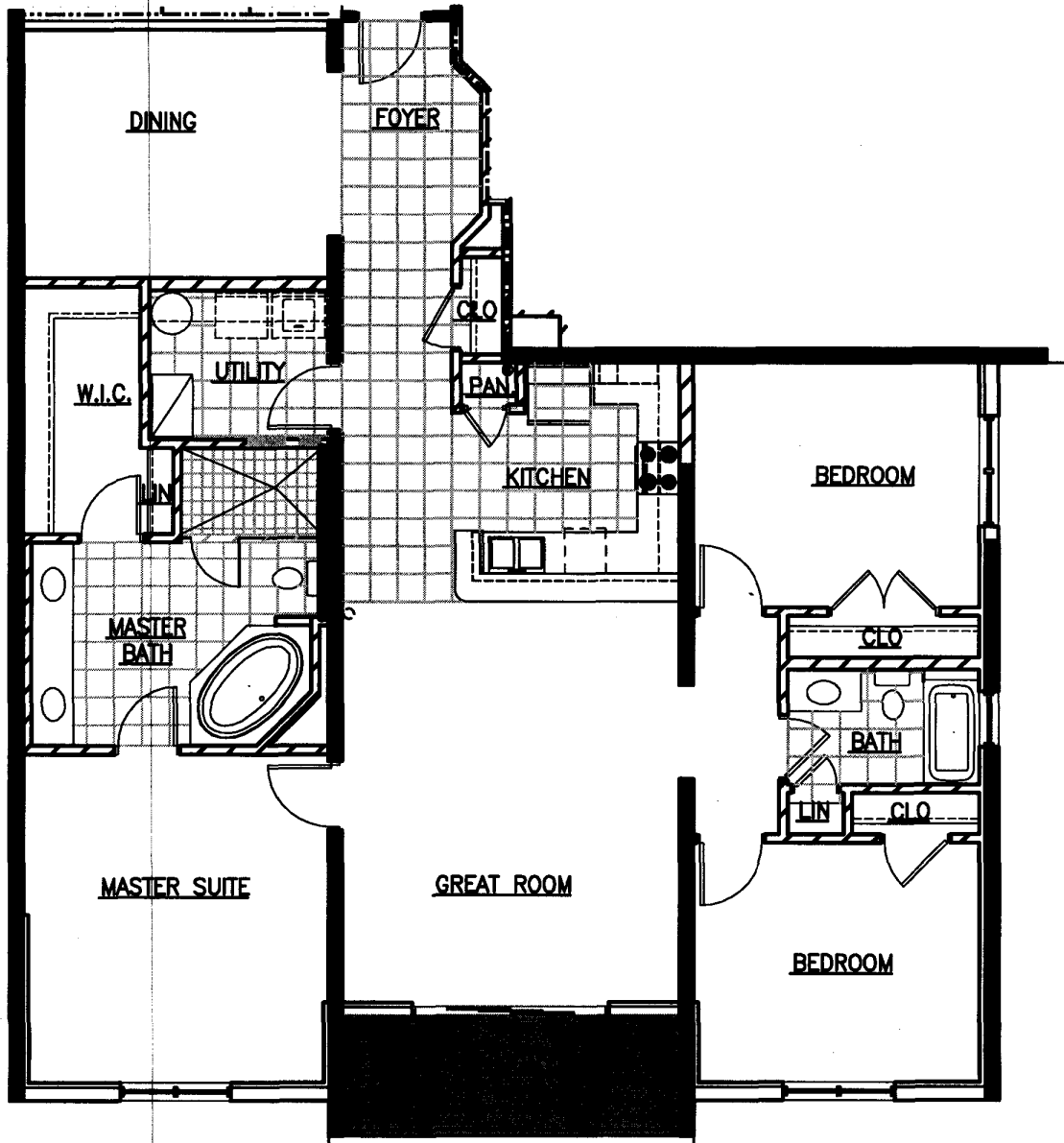


DATE: 01.04.2007

EXHIBIT

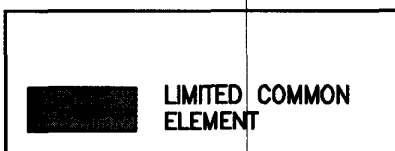
SHEET 29

SAN MARCO PLACE, A CONDOMINIUM

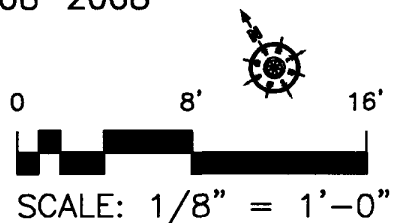


THE ALHAMBRA - LEVELS 4-12, 14-20
 408-1208, 1408-2008

LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



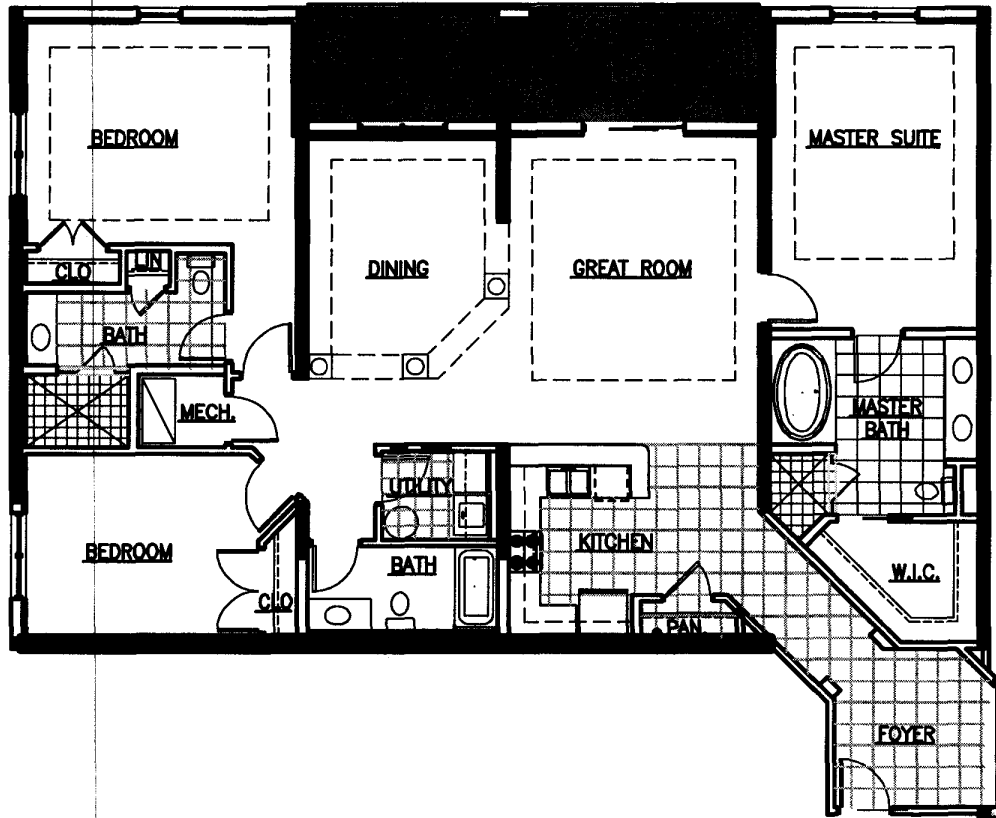
SCALE: 1/8" = 1'-0"

DATE: 01.04.2007

EXHIBIT

SHEET 30

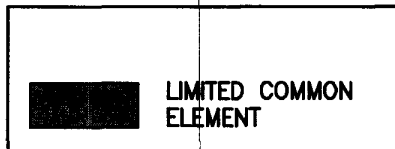
SAN MARCO PLACE, A CONDOMINIUM



THE ANASTASIA – LEVEL 19 – UNIT C

1405-2005

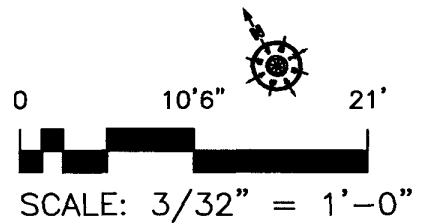
LEGEND:



DATE: 01.04.2007

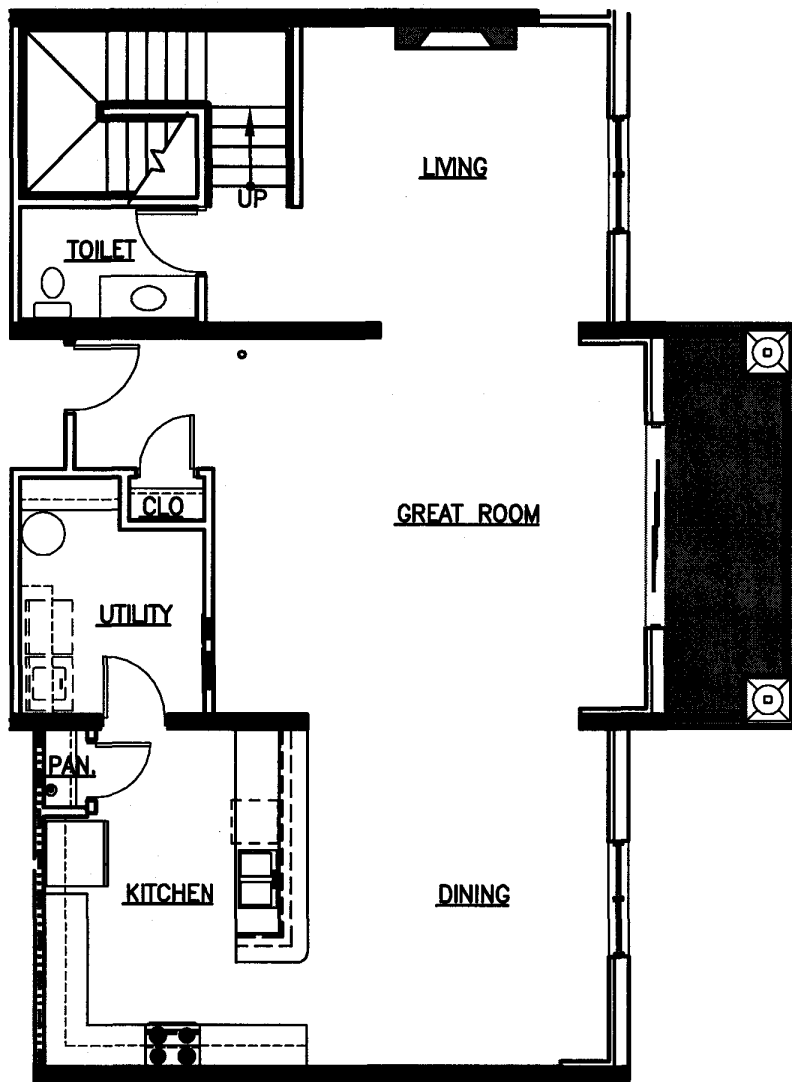
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



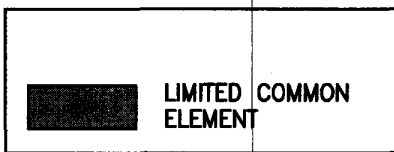
SHEET 30A

SAN MARCO PLACE, A CONDOMINIUM

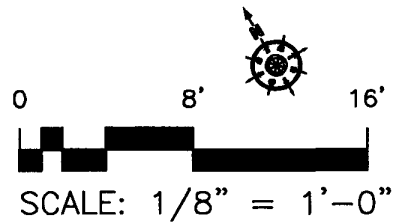


THE BALTIZAR – LEVELS 21

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

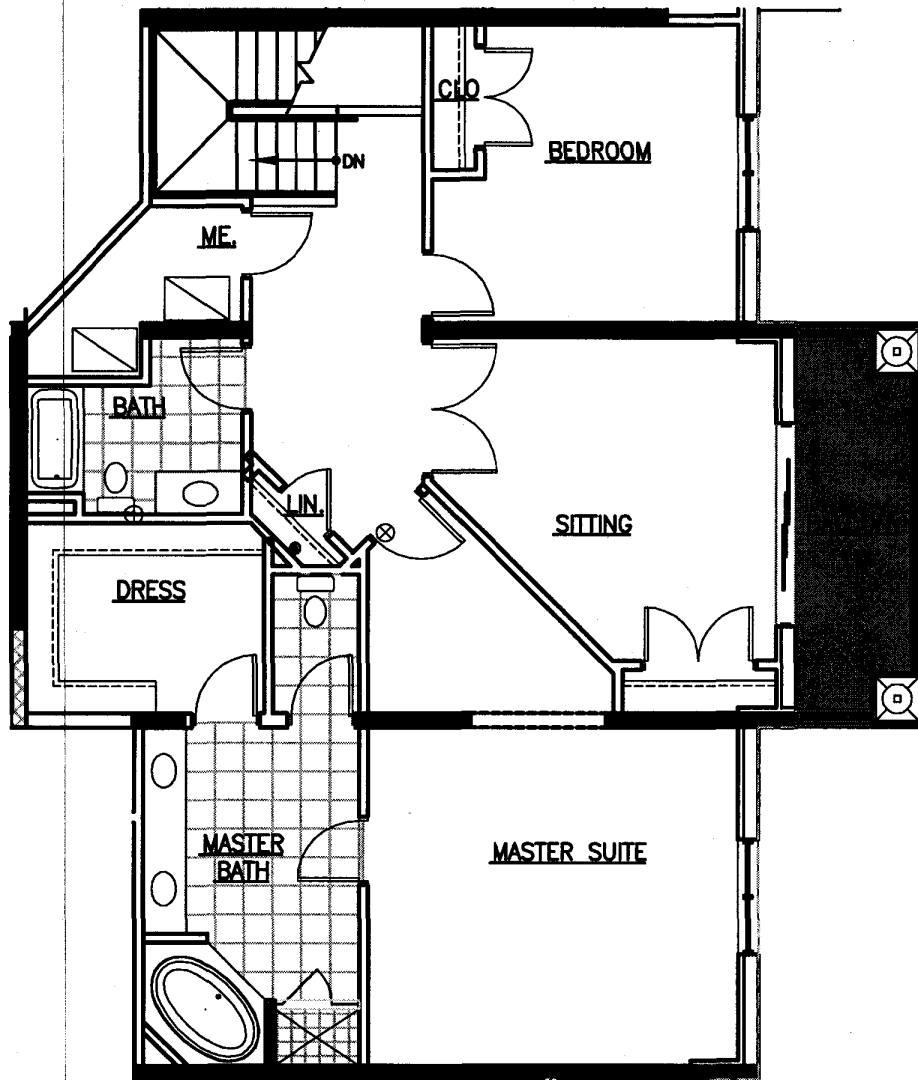


DATE: 01.04.2007

EXHIBIT

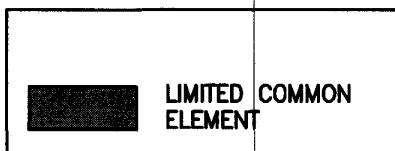
SHEET 31

SAN MARCO PLACE, A CONDOMINIUM

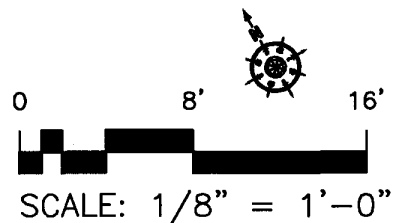


THE BALTIZAR – LEVELS 22

LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

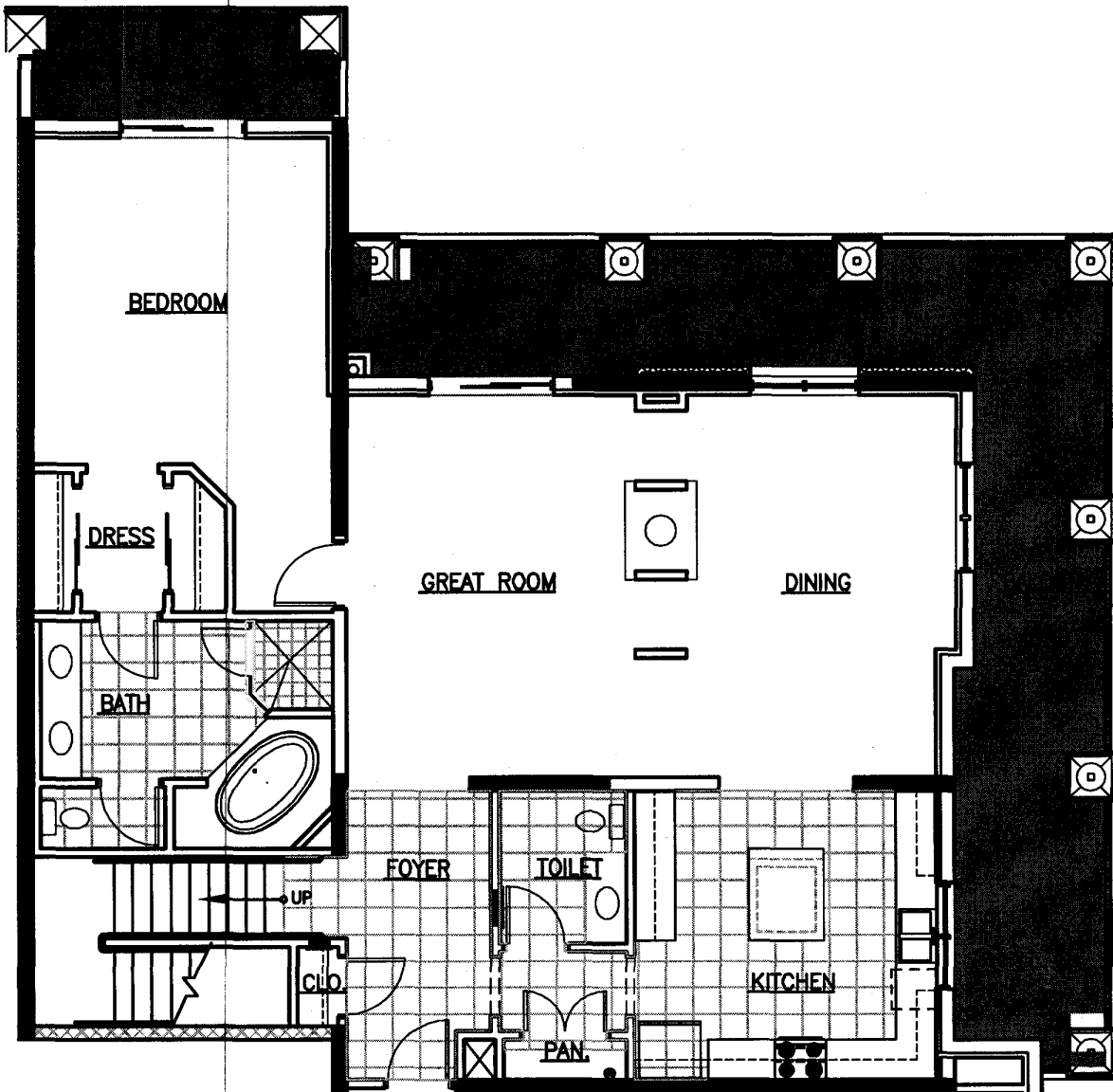


DATE: 01.04.2007

EXHIBIT

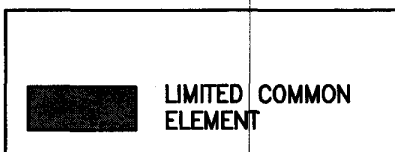
SHEET 32

SAN MARCO PLACE, A CONDOMINIUM



THE DEL RIO - LEVEL 21

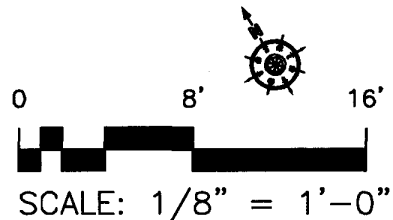
LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

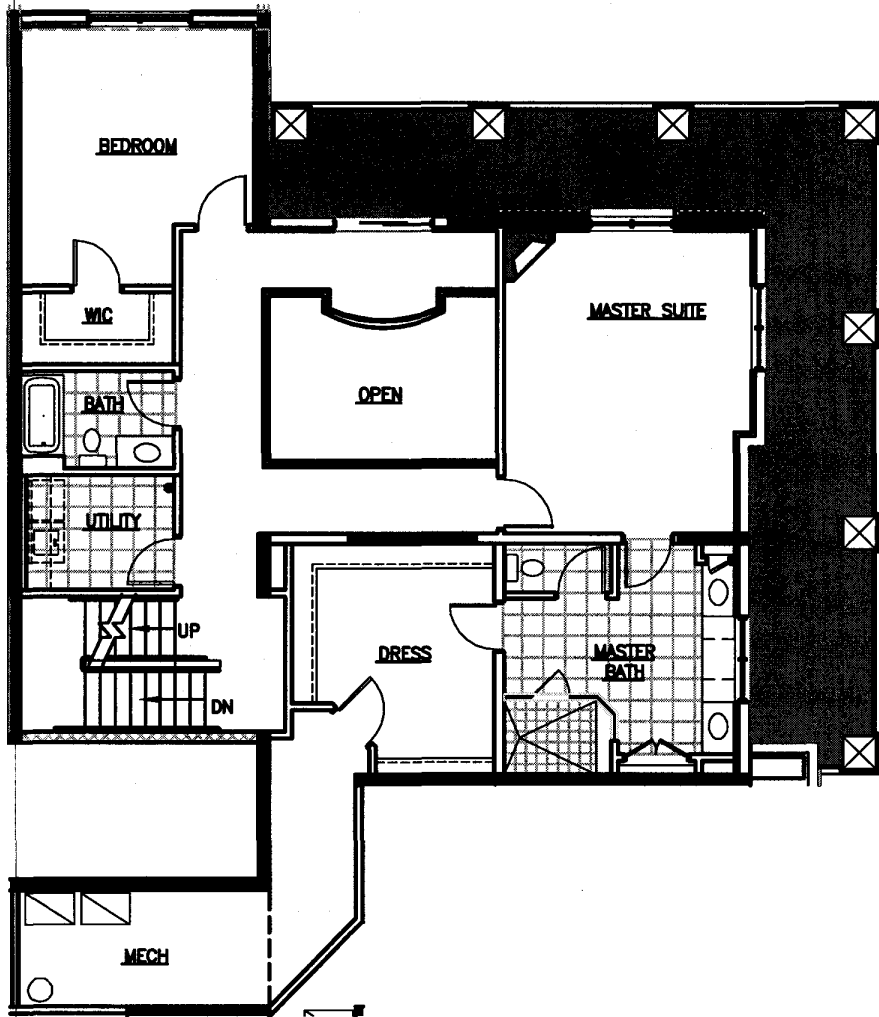
DATE: 01.04.2007

EXHIBIT



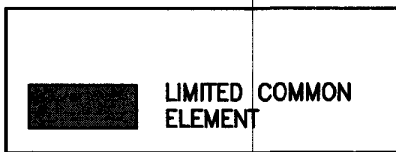
SHEET 33

SAN MARCO PLACE, A CONDOMINIUM



THE DEL RIO - LEVEL 22

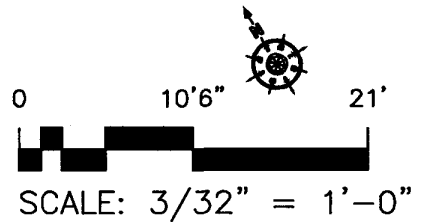
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

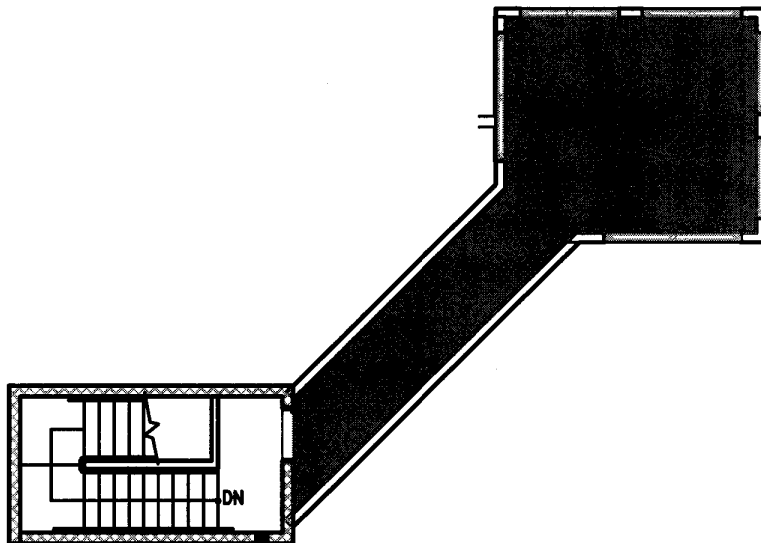
DATE: 01.04.2007

EXHIBIT



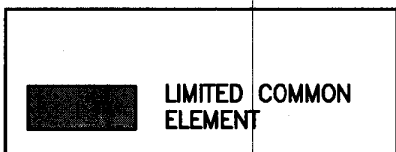
SHEET 34

SAN MARCO PLACE, A CONDOMINIUM



THE DEL RIO - LEVEL 23

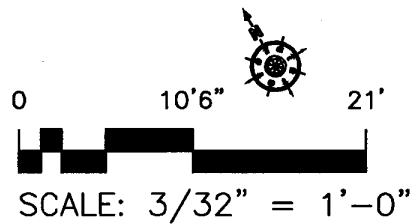
LEGEND:



DATE: 01.04.2007

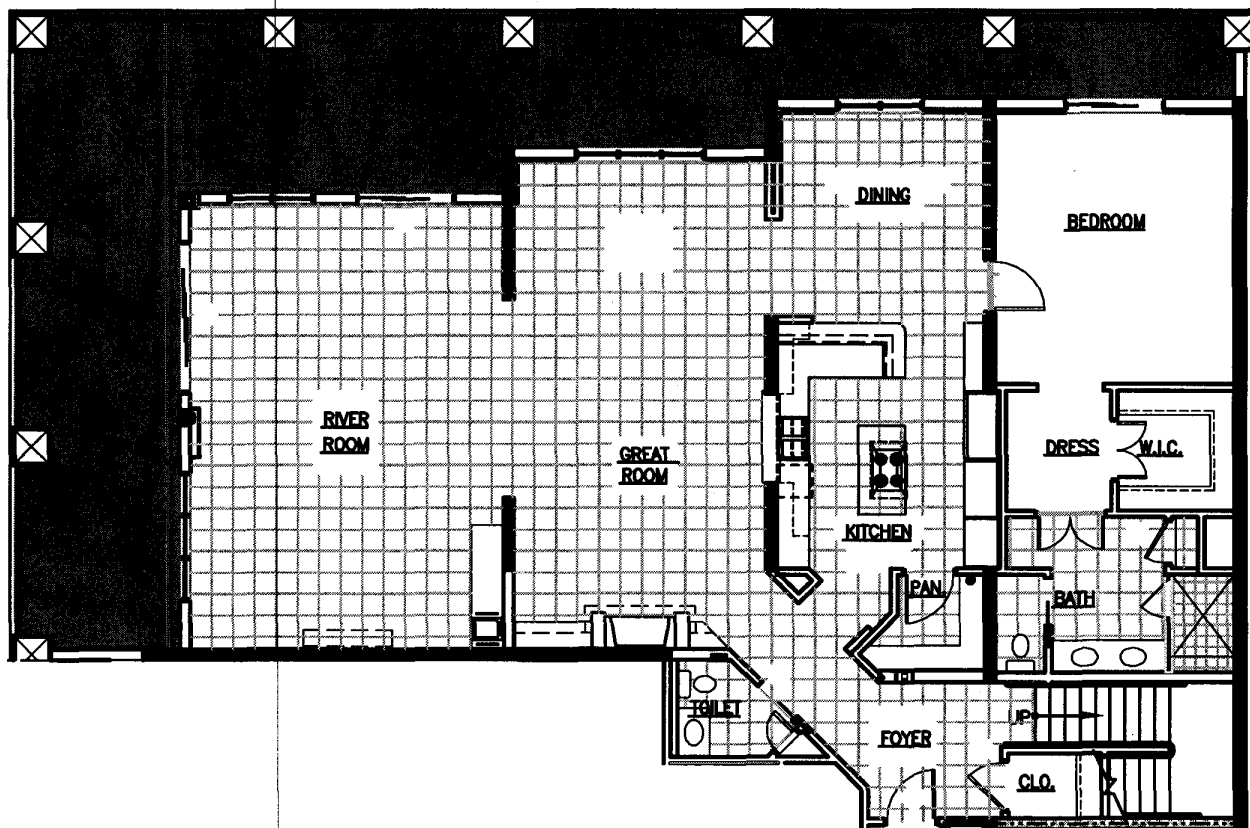
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



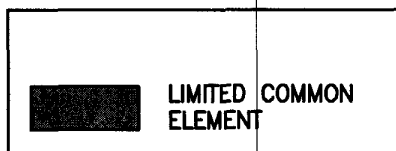
SHEET 34-A

SAN MARCO PLACE, A CONDOMINIUM



THE GRANADA – LEVEL 21

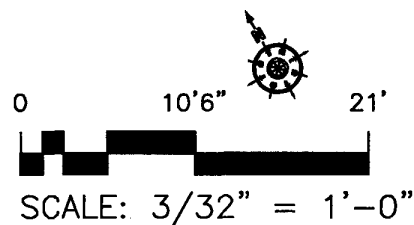
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

DATE: 01.04.2007

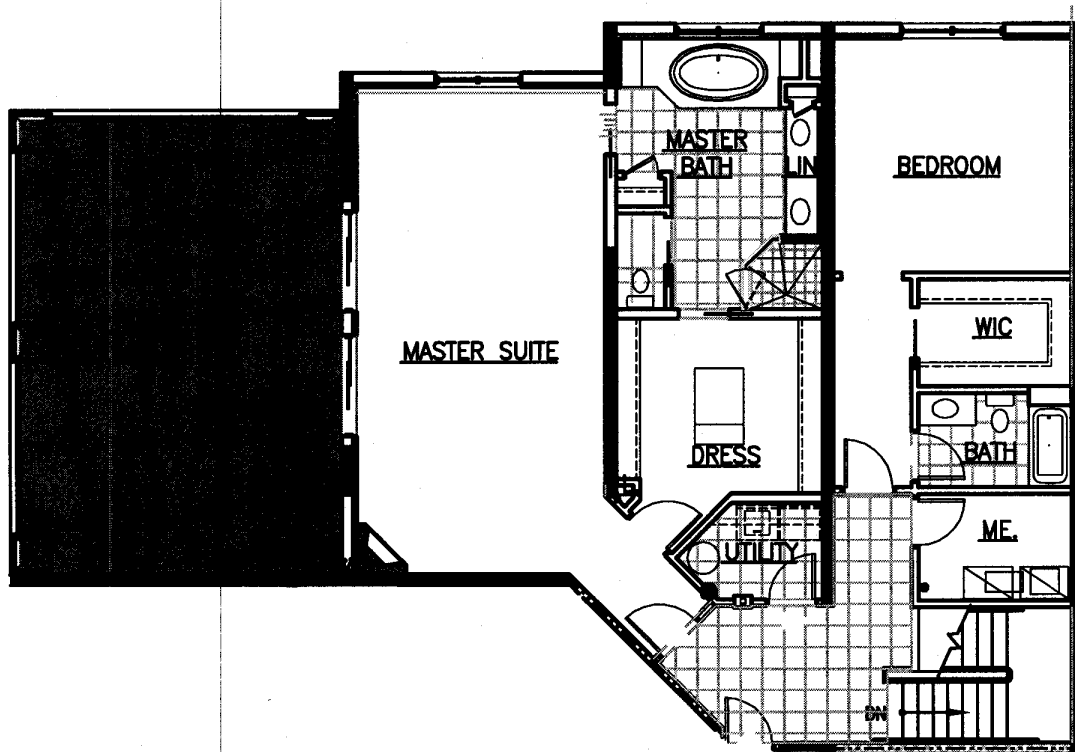
EXHIBIT



SCALE: 3/32" = 1'-0"

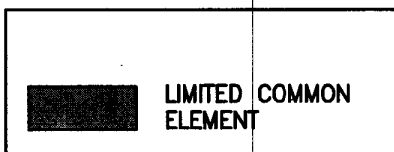
SHEET 35

SAN MARCO PLACE, A CONDOMINIUM

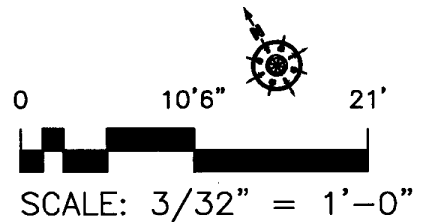


THE GRANADA - LEVEL 22

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

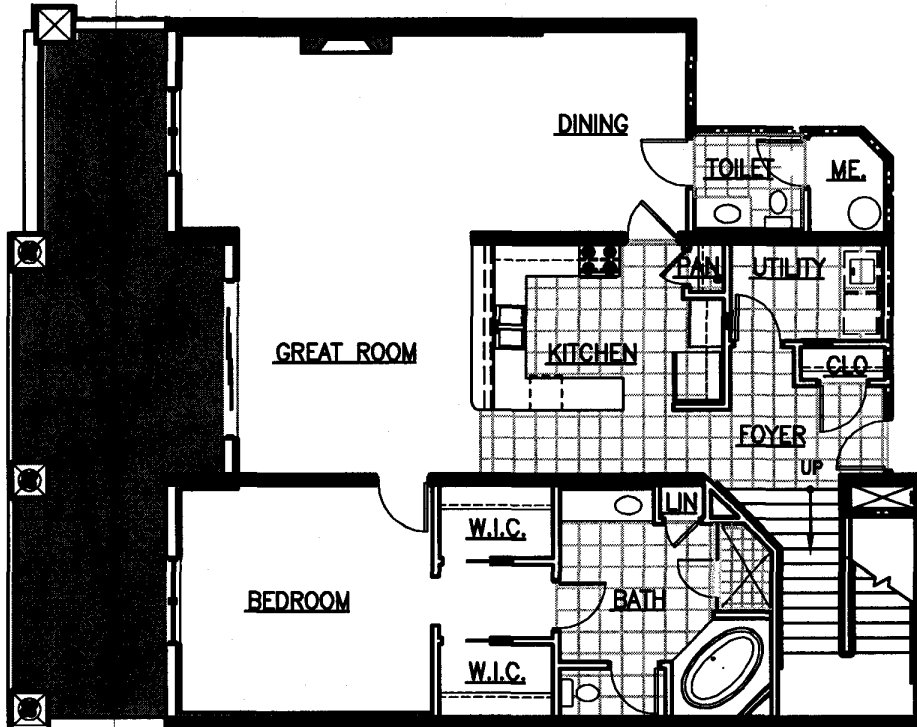


DATE: 01.04.2007

EXHIBIT

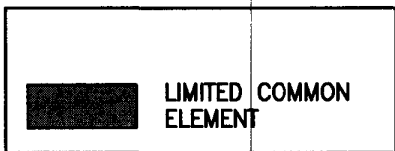
SHEET 36

SAN MARCO PLACE, A CONDOMINIUM



THE SAN JOSE - LEVEL 21

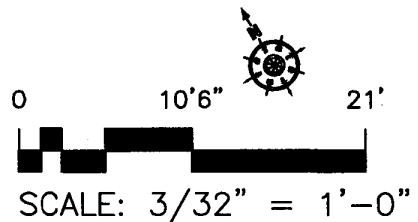
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

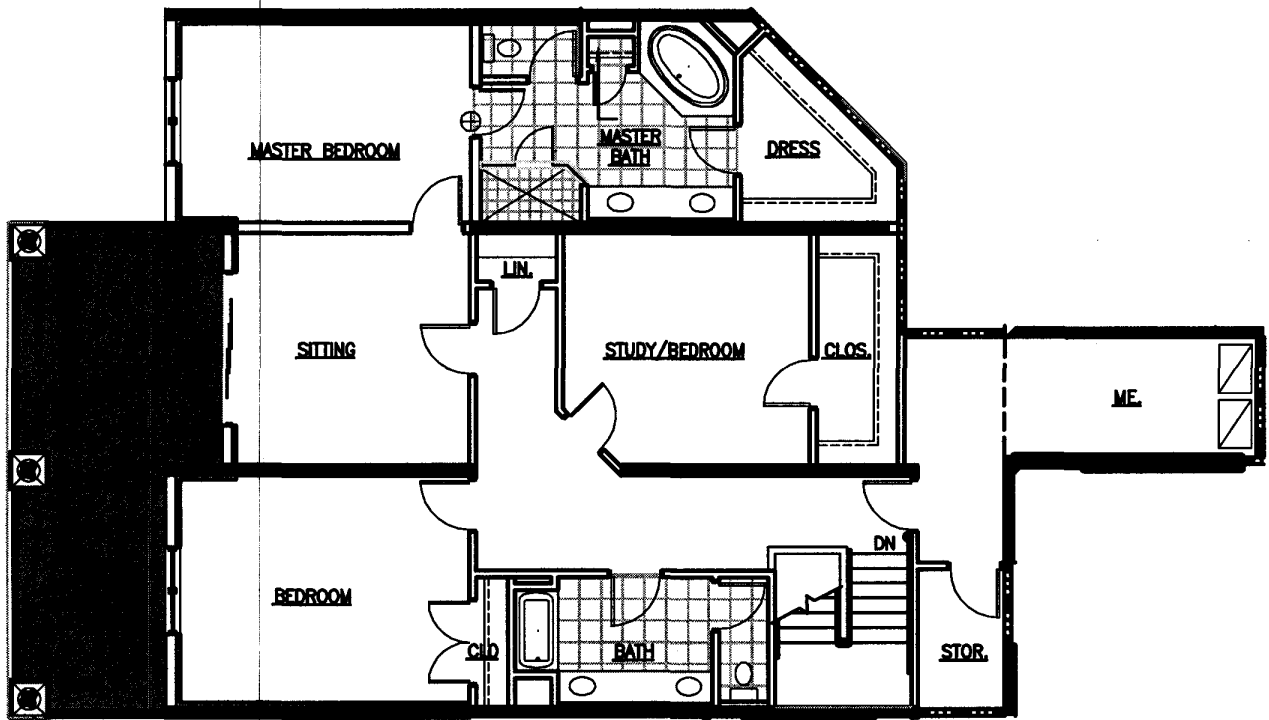
DATE: 01.04.2007

EXHIBIT



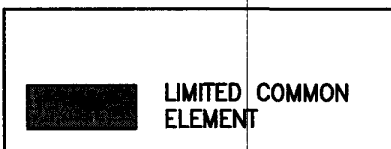
SHEET 37

SAN MARCO PLACE, A CONDOMINIUM

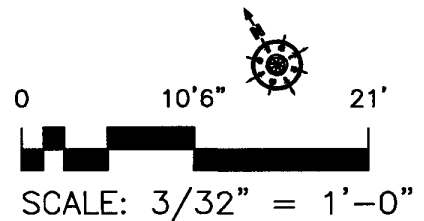


THE SAN JOSE - LEVEL 22

LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

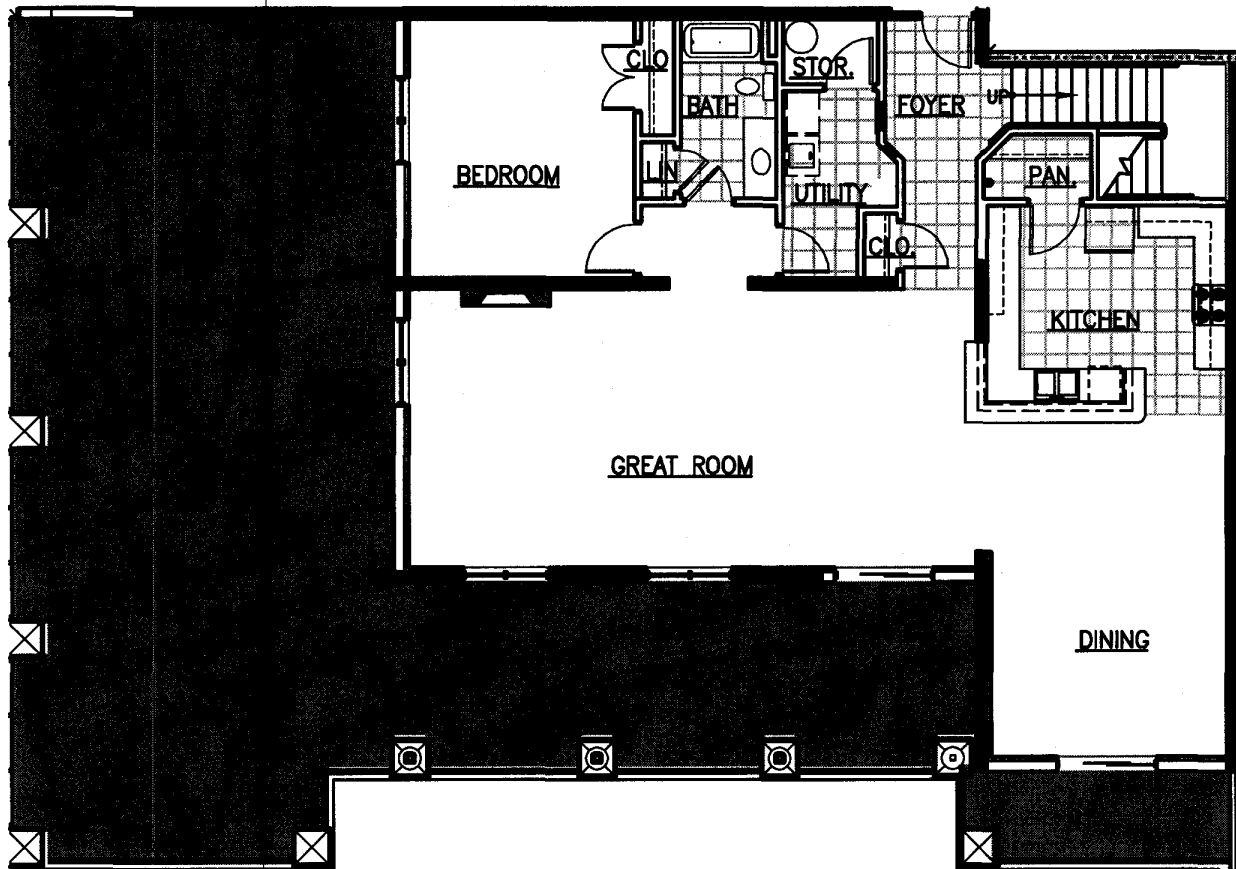


DATE: 01.04.2007

EXHIBIT

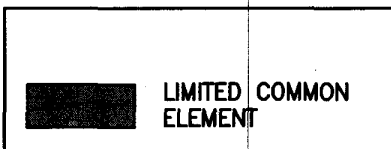
SHEET 38

SAN MARCO PLACE, A CONDOMINIUM

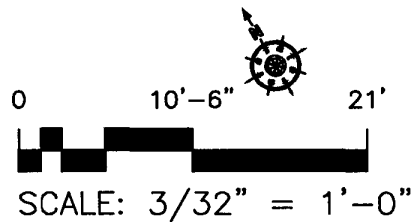


POINTE LA VISTA - LEVEL 21

LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

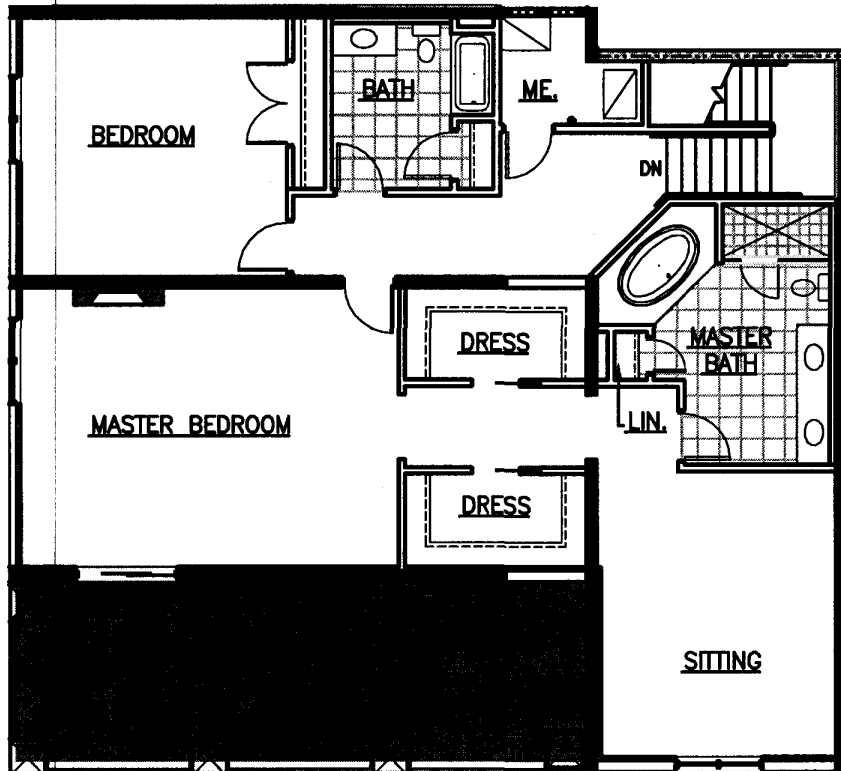


DATE: 01.04.2007

EXHIBIT

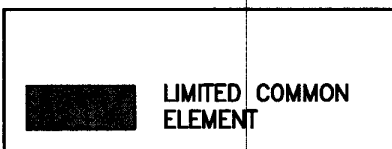
SHEET 39

SAN MARCO PLACE, A CONDOMINIUM



POINTE LA VISTA - LEVEL 22

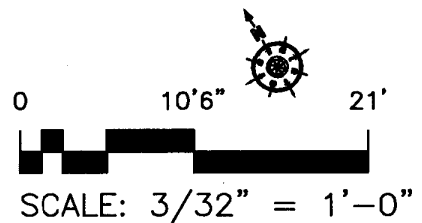
LEGEND:



DATE: 01.04.2007

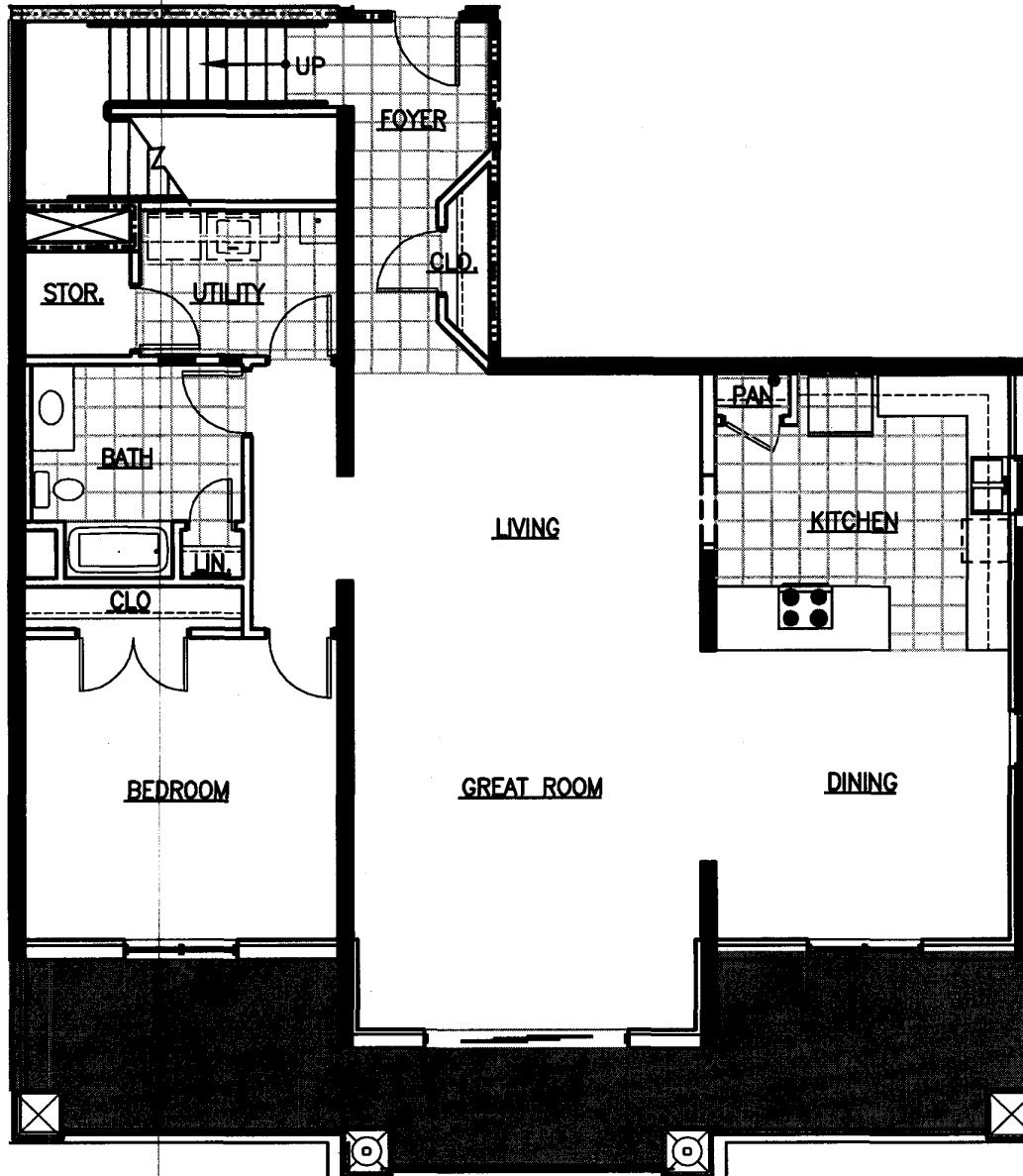
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



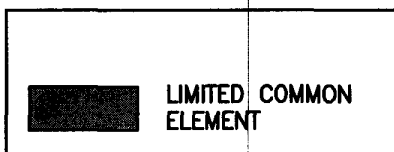
SHEET 40

SAN MARCO PLACE, A CONDOMINIUM



THE SAN MARCO - LEVEL 21

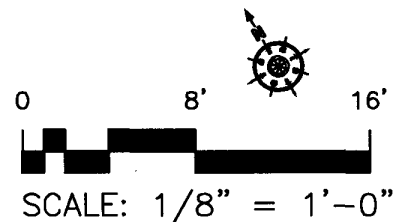
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

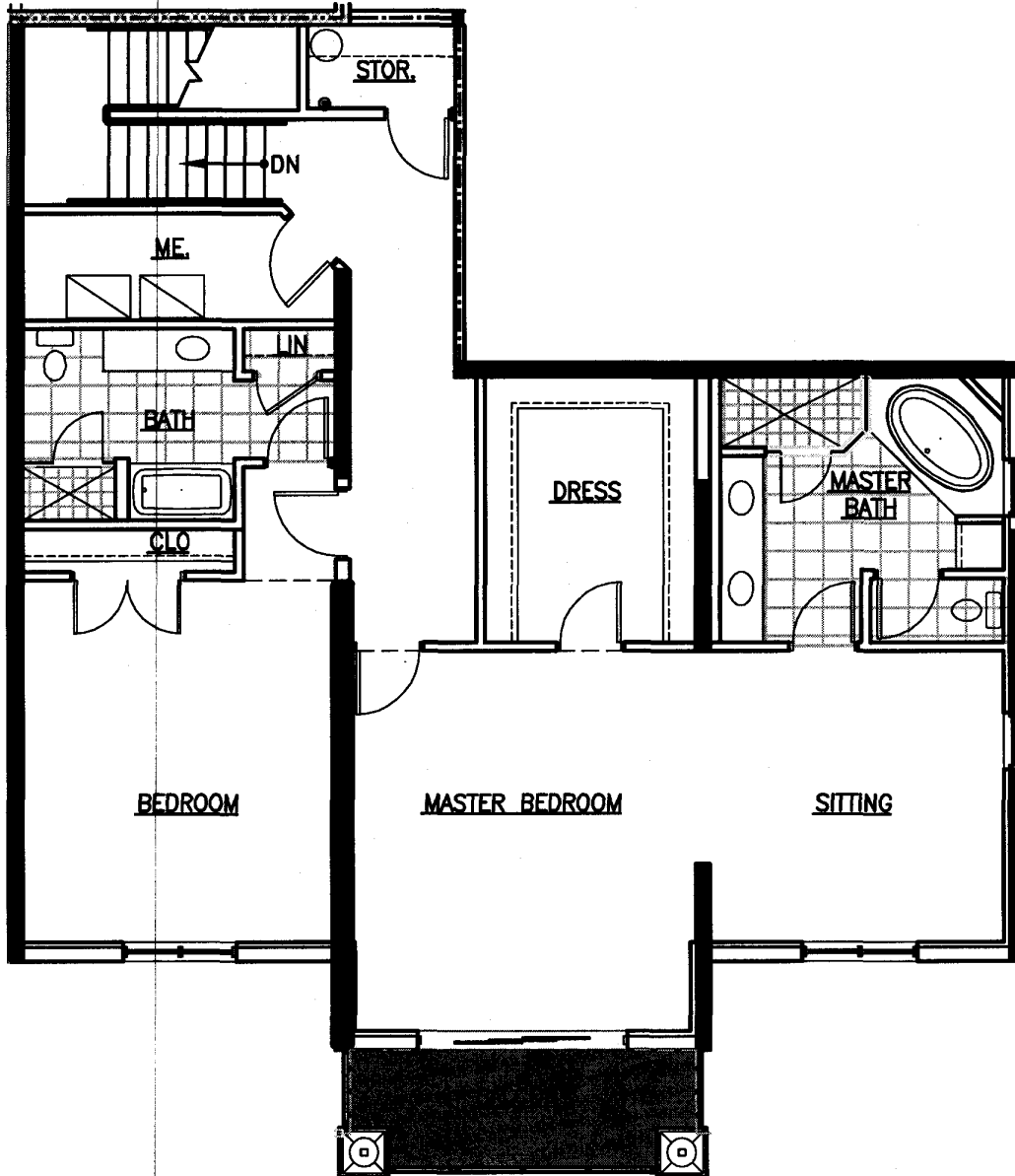
DATE: 01.04.2007

EXHIBIT



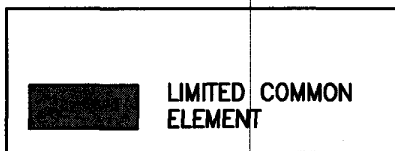
SHEET 41

SAN MARCO PLACE, A CONDOMINIUM

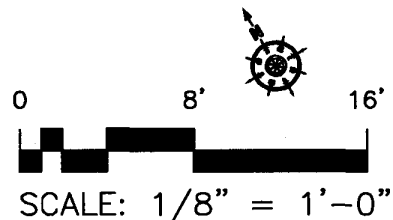


THE SAN MARCO - LEVEL 22

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

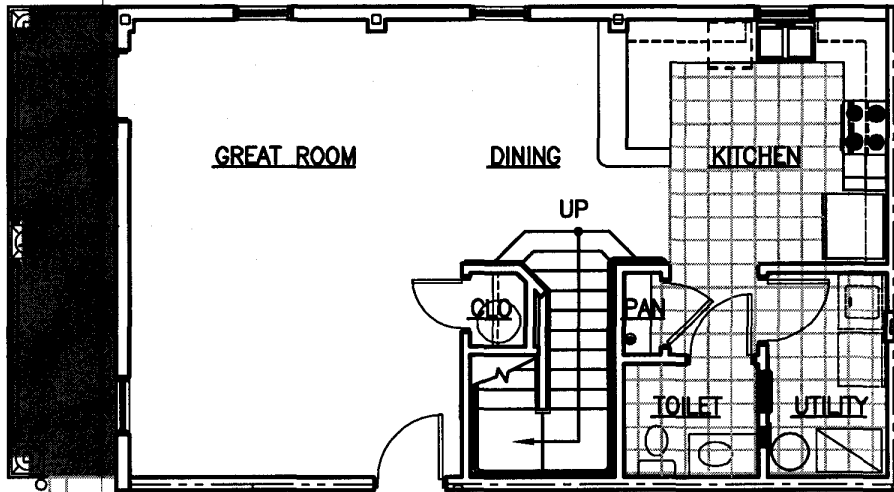


DATE: 01.04.2007

EXHIBIT

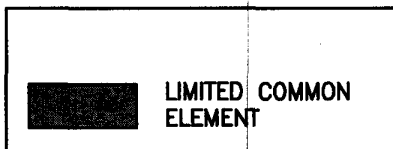
SHEET 42

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLANS - TA-1 LA CASA

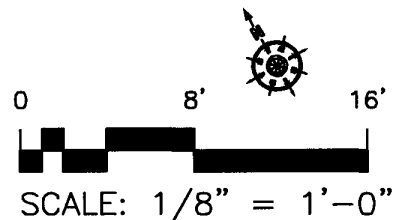
LEGEND:



DATE: 01.04.2007

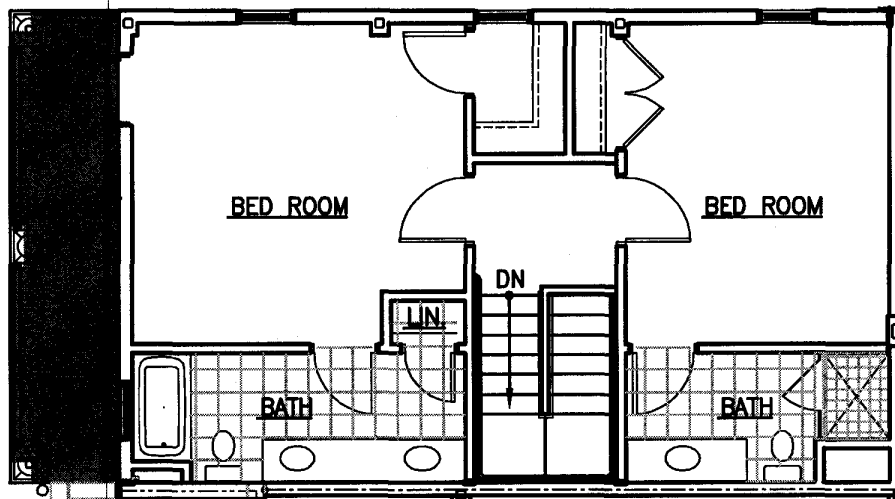
EXHIBIT

NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.



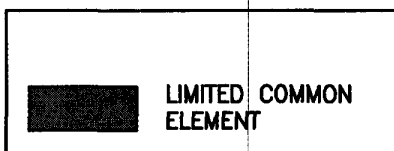
SHEET 43

SAN MARCO PLACE, A CONDOMINIUM

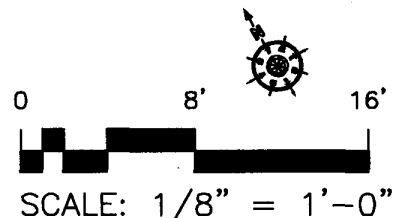


UNIT SECOND FLOOR PLANS - TA-2 LA CASA

LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

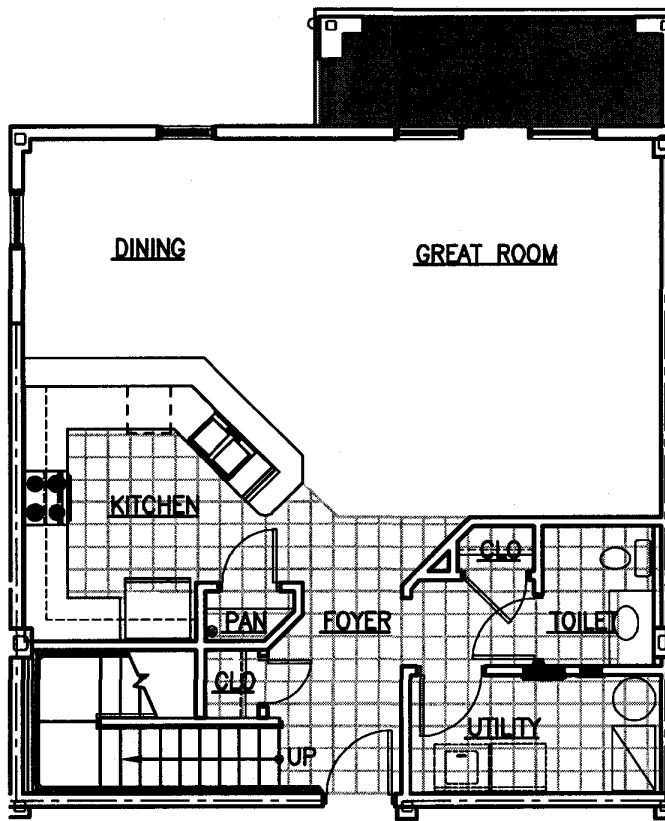


DATE: 01.04.2007

EXHIBIT

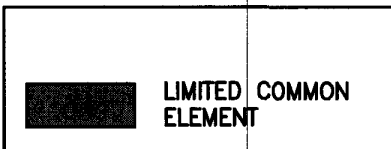
SHEET 44

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TB-1
LA TIERRA

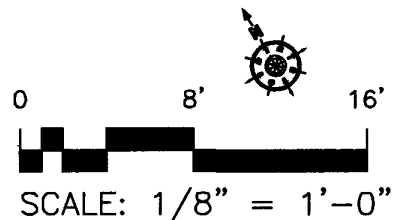
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

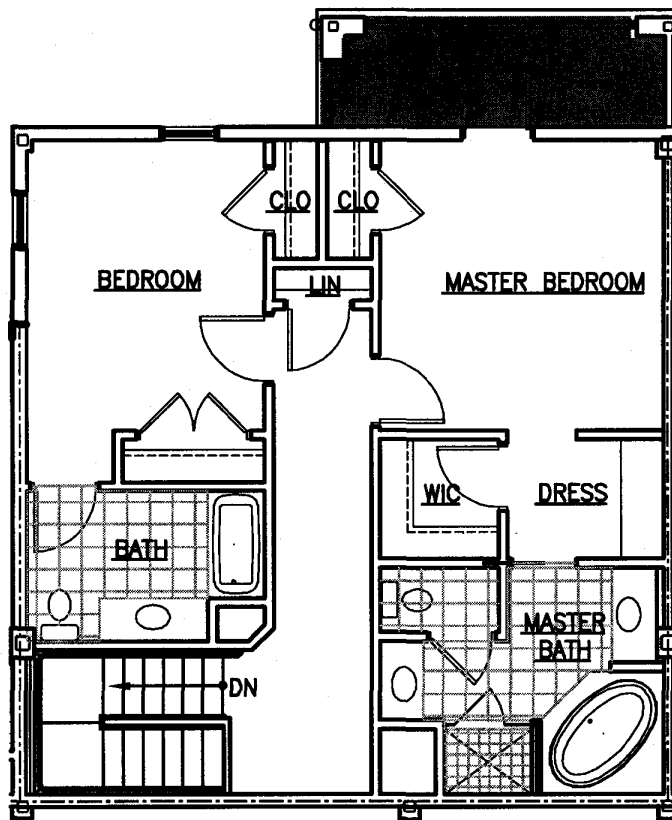
DATE: 01.04.2007

EXHIBIT



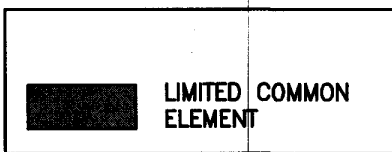
SHEET 45

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TB-2 LA TIERRA

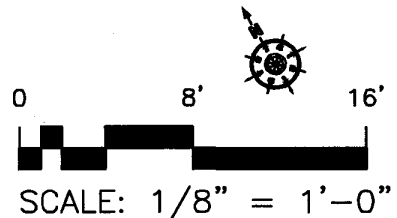
LEGEND:



NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.

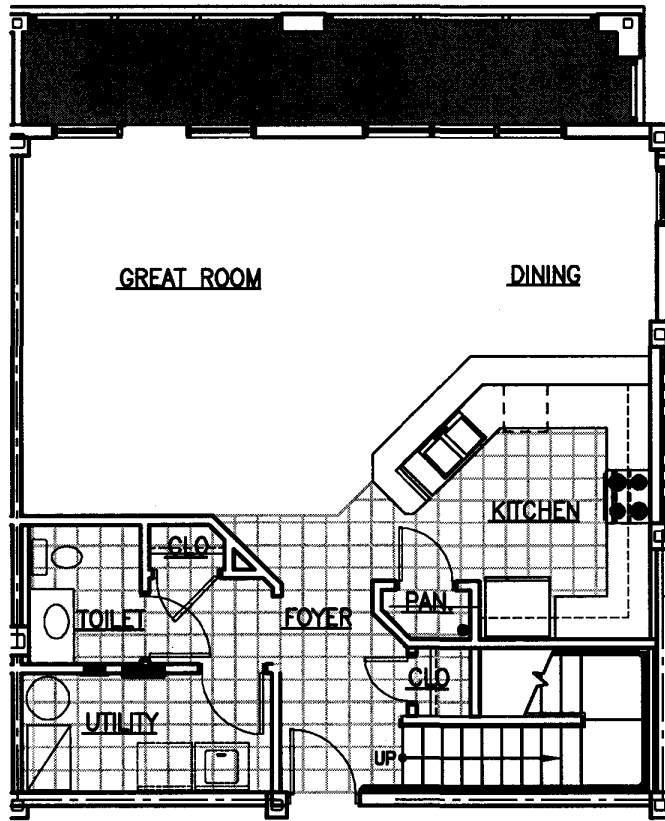
DATE: 01.04.2007

EXHIBIT



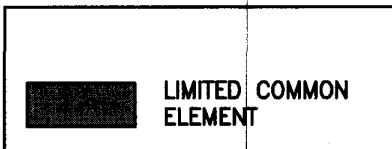
SHEET 46

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TC-1
LA TIERRA 204

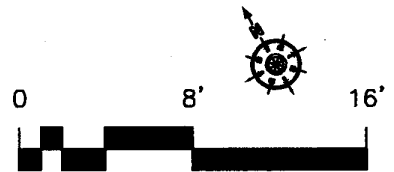
LEGEND:



DATE: 01.04.2007

EXHIBIT

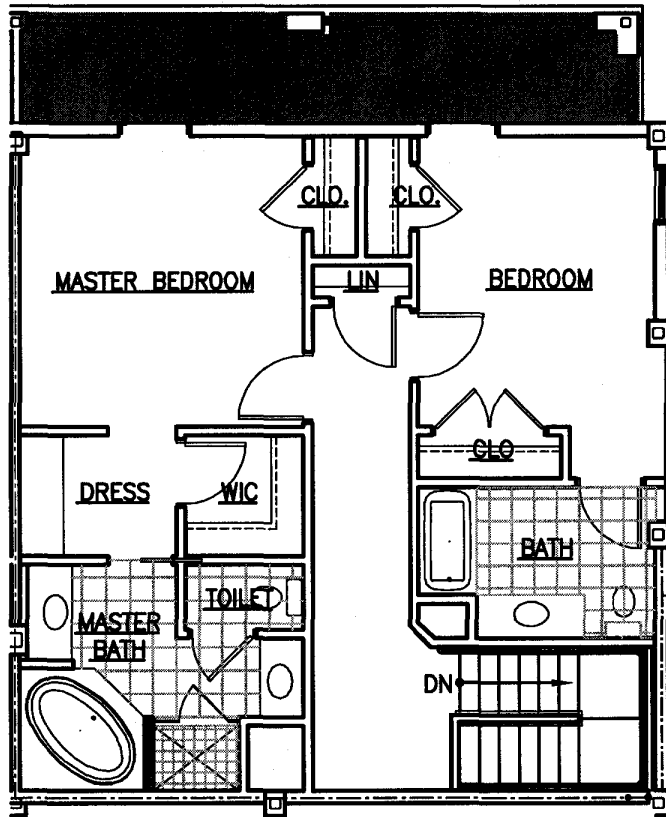
NOTE:
THIS DRAWING REPRESENTS
GENERAL LAYOUT, BUT
DOES NOT CONSTITUTE A
RECORD DRAWING.



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

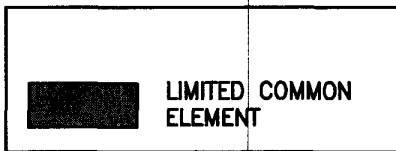
SHEET 47

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TC-2
LA TIERRA 204

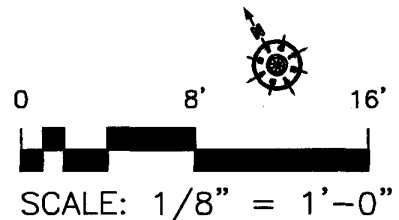
LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.

DATE: 01.04.2007

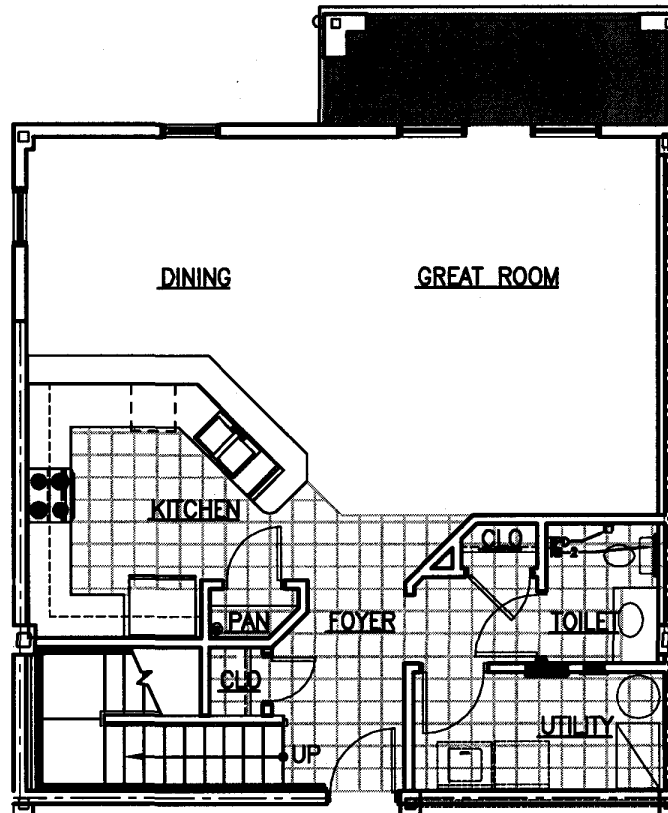
EXHIBIT



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

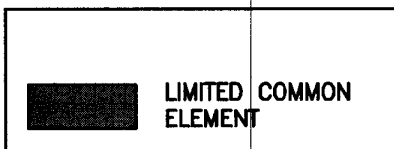
SHEET 48

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TB2-1
LA TIERRA 208

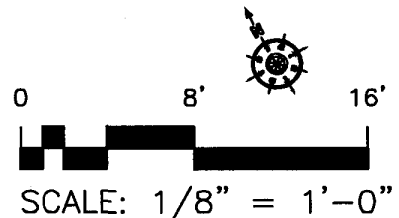
LEGEND:



DATE: 01.04.2007

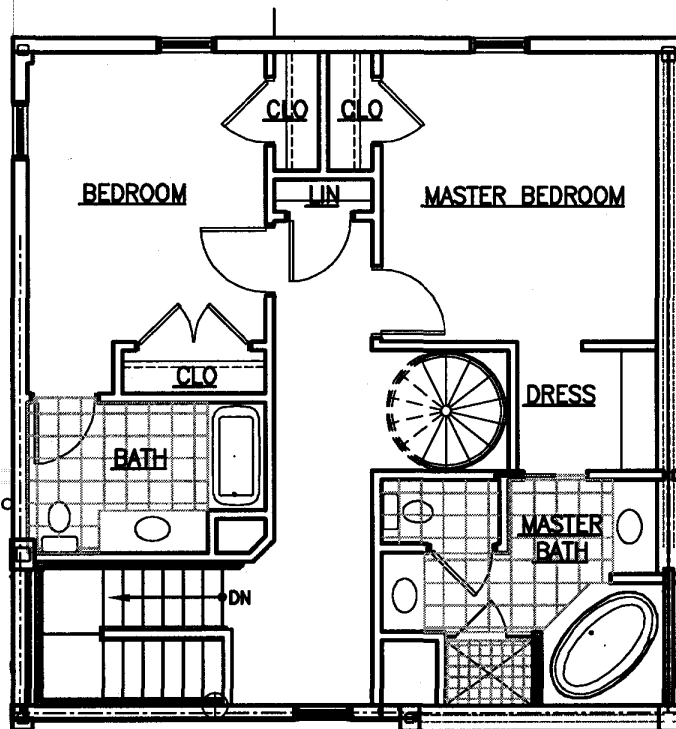
EXHIBIT

NOTE:
 THIS DRAWING REPRESENTS
 GENERAL LAYOUT, BUT
 DOES NOT CONSTITUTE A
 RECORD DRAWING.



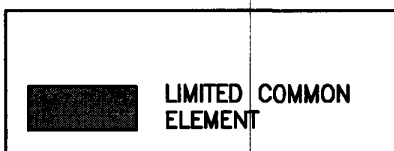
SHEET 49

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TB2-2
LA TIERRA 208

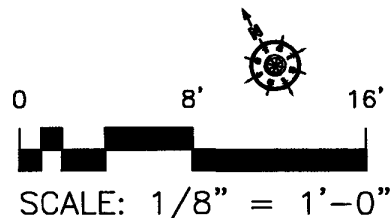
LEGEND:



NOTE:
 THIS DRAWING REPRESENTS
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 DOES NOT CONSTITUTE A
 RECORD DRAWING.

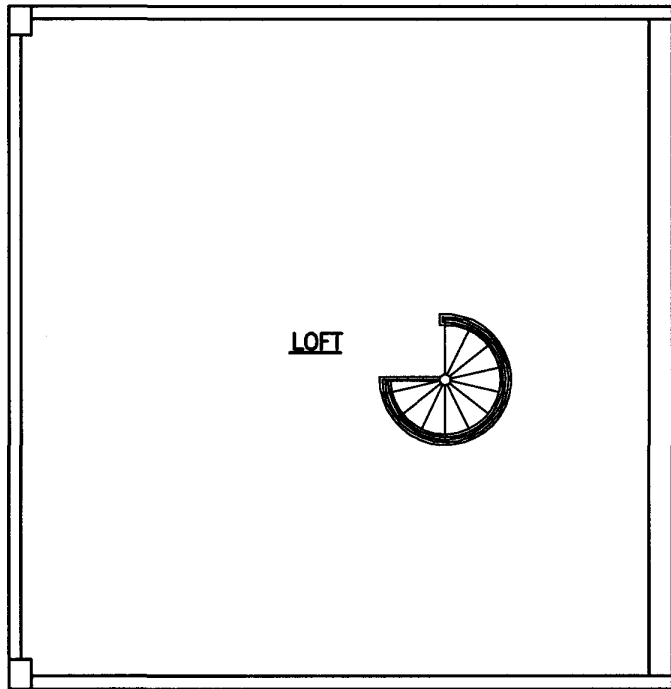
DATE: 01.04.2007

EXHIBIT



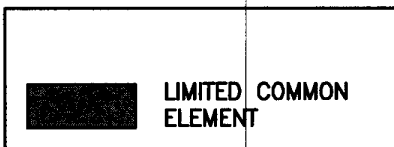
SHEET 50

SAN MARCO PLACE, A CONDOMINIUM



UNIT LOFT PLAN - TB2-3 LA TIERRA

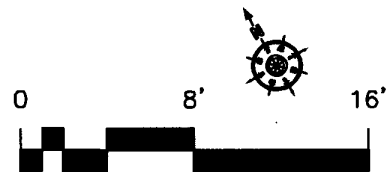
LEGEND:



DATE: 01.04.2007

EXHIBIT

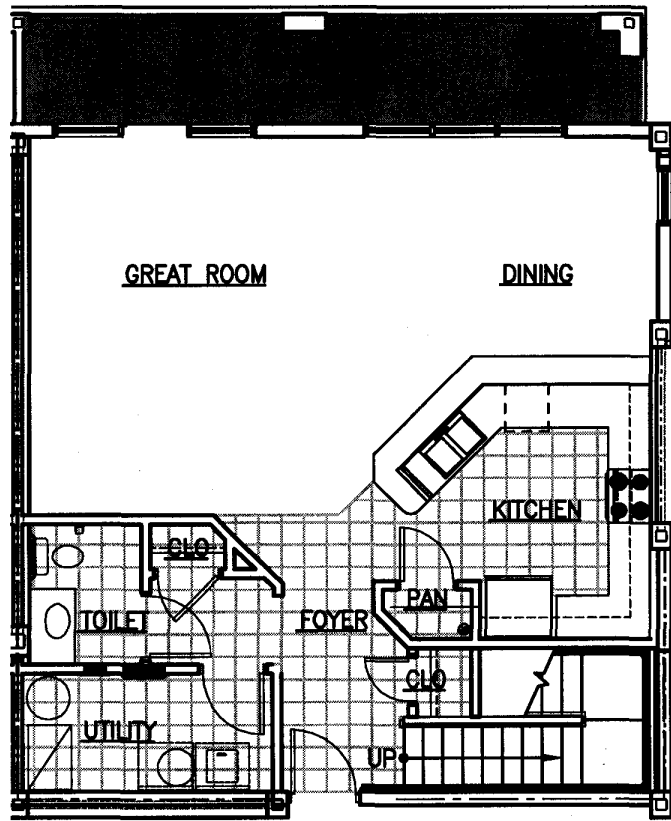
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SCALE: 1/8" = 1'-0"

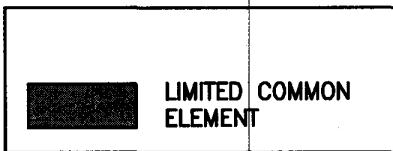
SHEET 50A

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TC2-1
 LA TIERRA 207

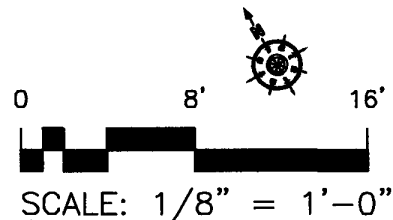
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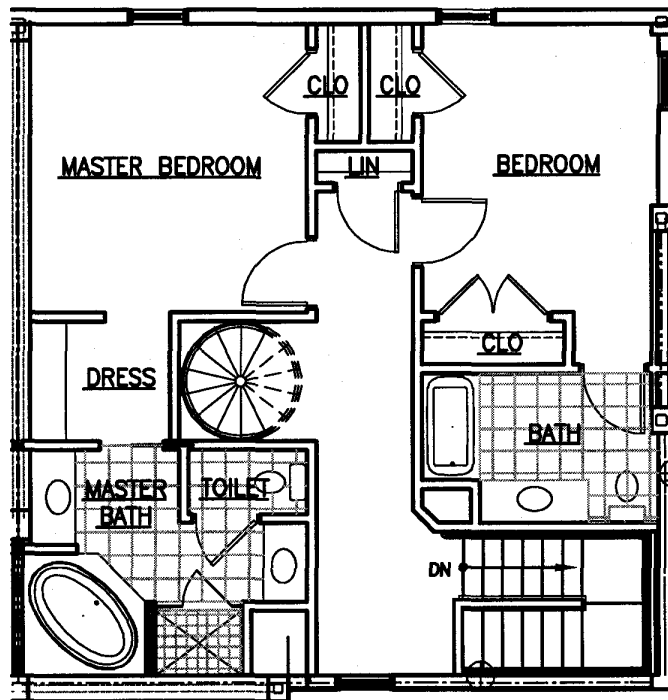
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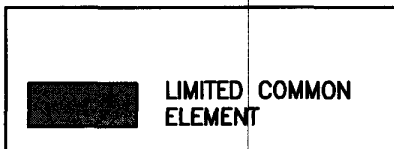
SHEET 51

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TC2-2
LA TIERRA 207

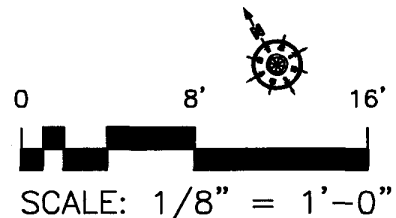
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DATE: 01.04.2007

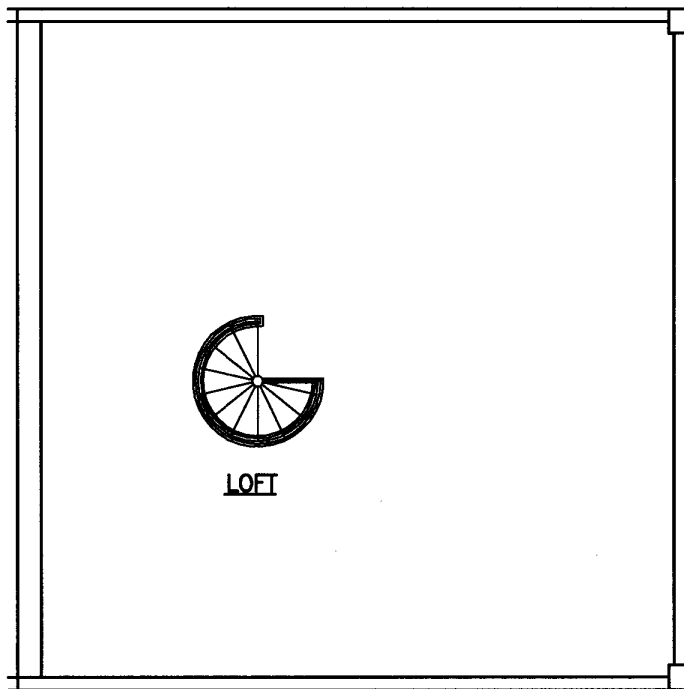
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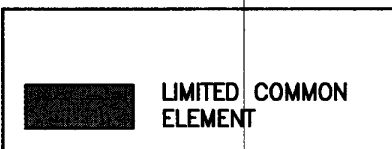
SHEET 52

SAN MARCO PLACE, A CONDOMINIUM



UNIT LOFT PLAN - TC2-3
LA TIERRA 301

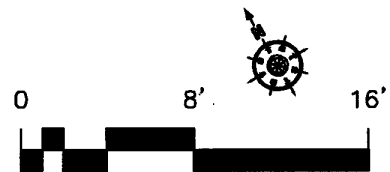
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DATE: 01.04.2007

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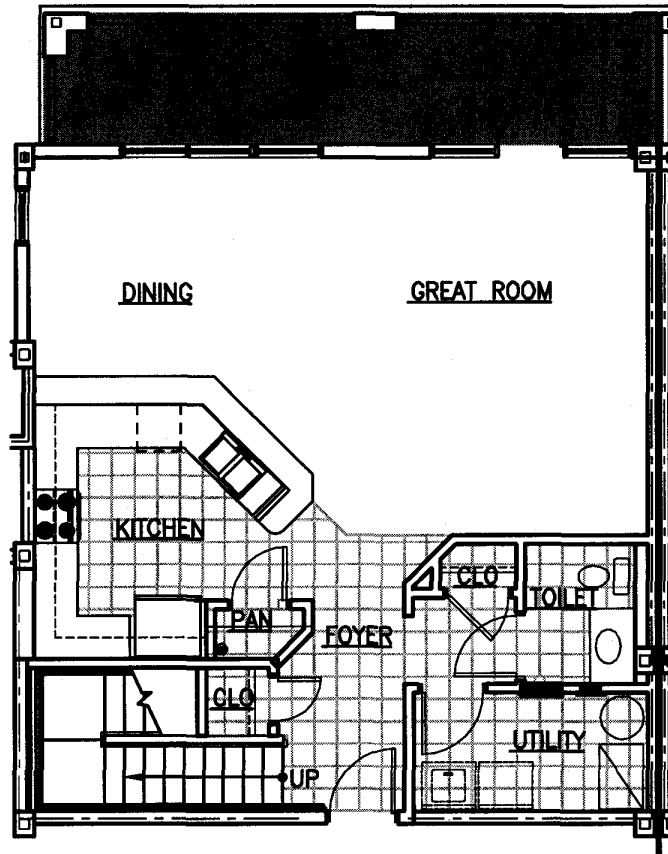
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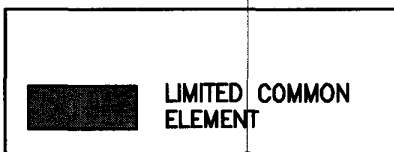
SHEET 52A

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TD-1
LA TIERRA 203

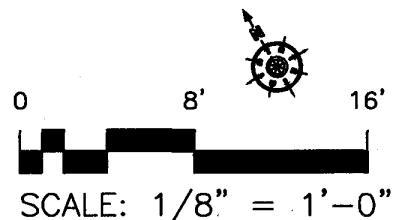
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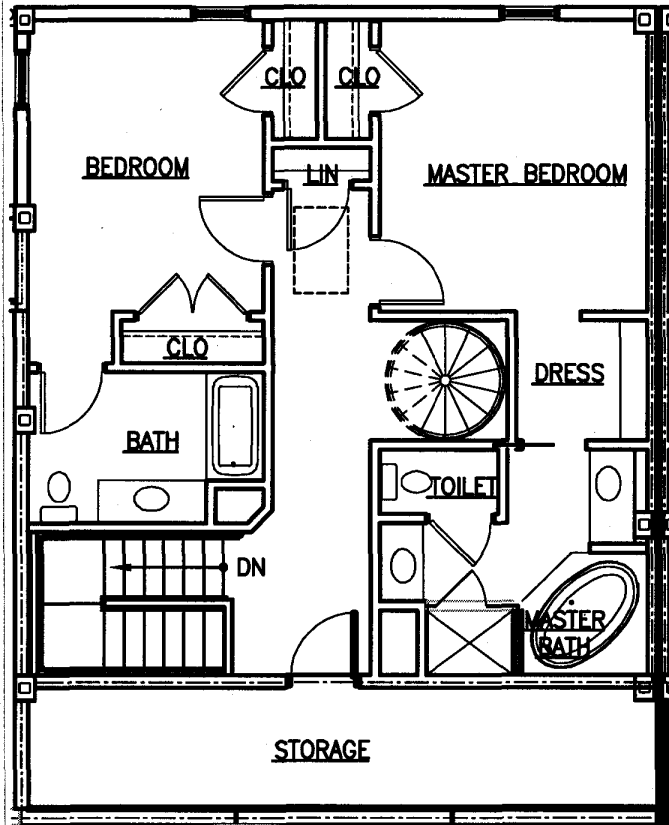
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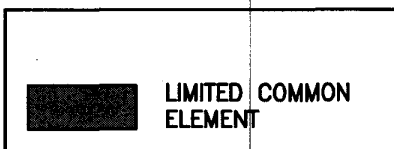
SHEET 53

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TD-2
LA TIERRA 203

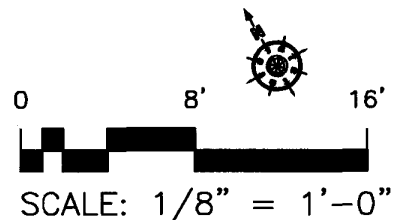
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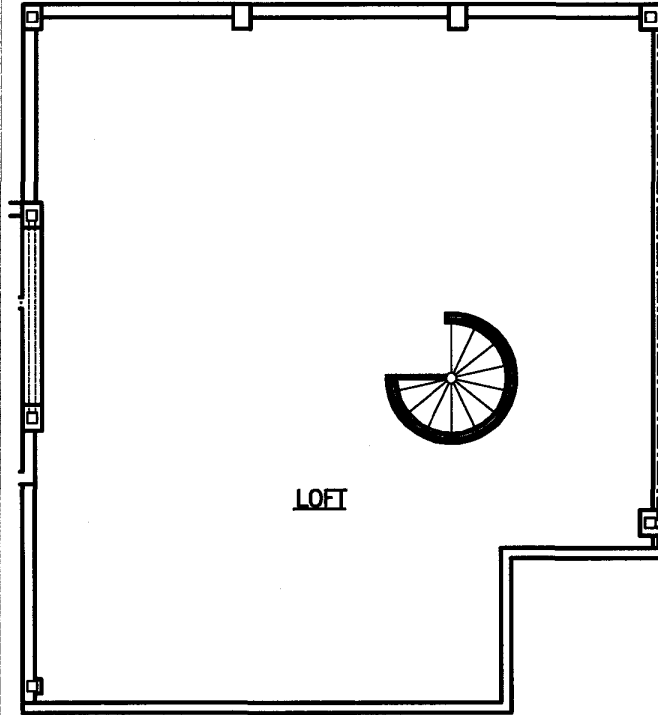
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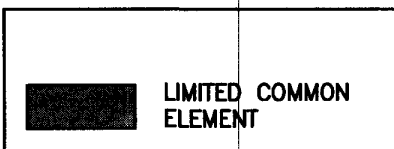
SHEET 54

SAN MARCO PLACE, A CONDOMINIUM



UNIT LOFT PLAN - TD-3
LA TIERRA 301

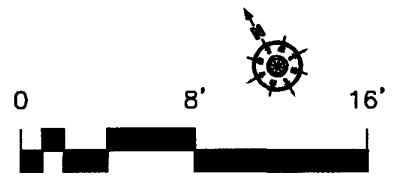
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DATE: 01.04.2007

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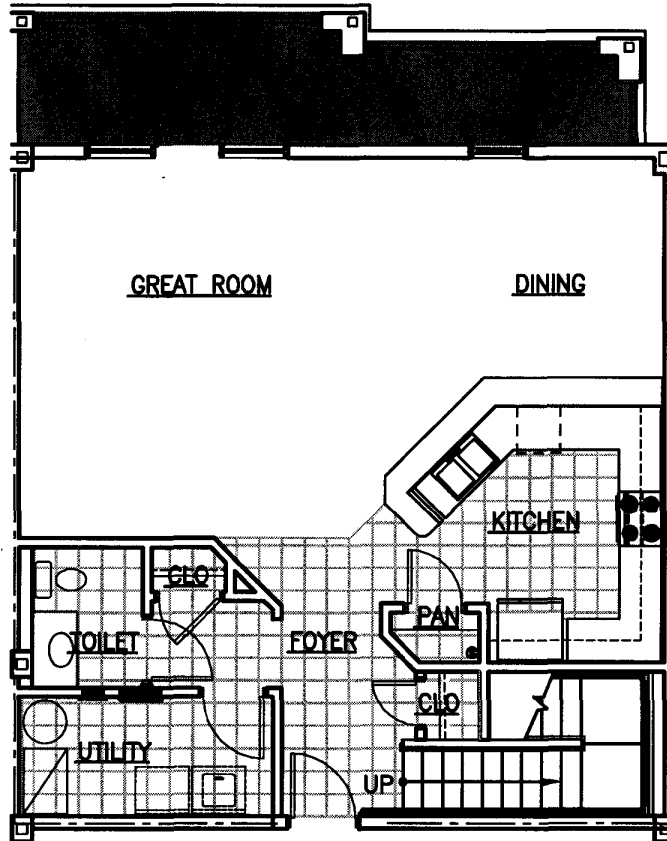
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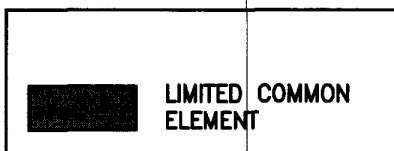
SHEET 54A

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TE-1
LA TIERRA 202

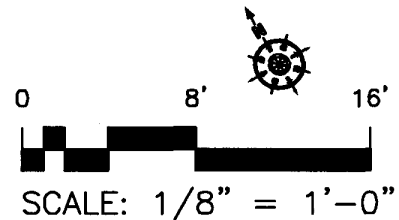
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DATE: 01.04.2007

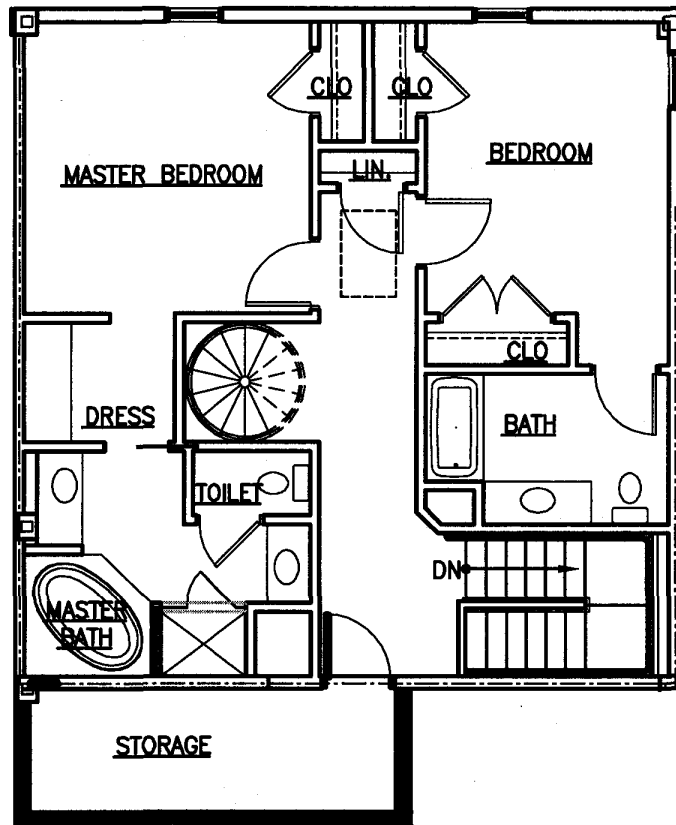
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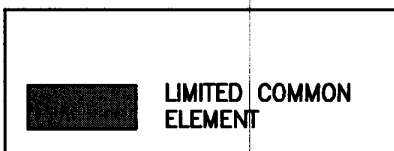
SHEET 55

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TE-2
LA TIERRA 202

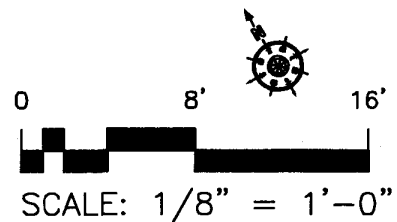
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DATE: 01.04.2007

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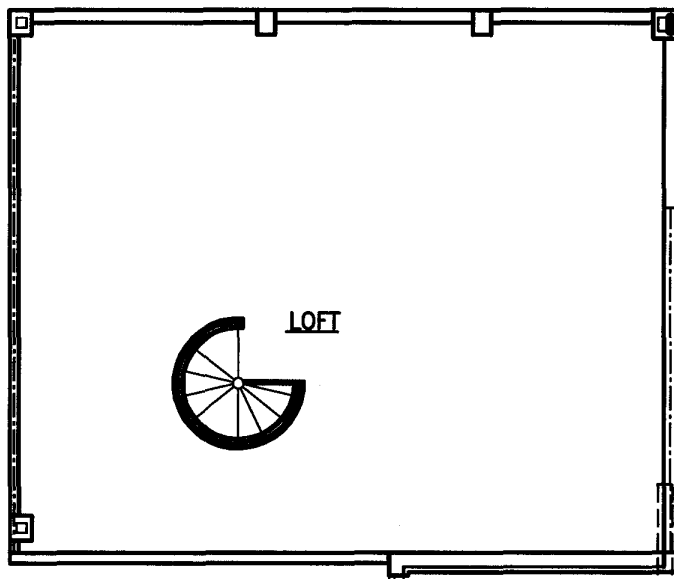
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RECORD DRAWING.



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

SHEET 56

SAN MARCO PLACE, A CONDOMINIUM



UNIT LOFT PLAN — TE-3
LA TIERRA 301

LEGEND:

	LIMITED COMMON ELEMENT
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DATE: 01.04.2007

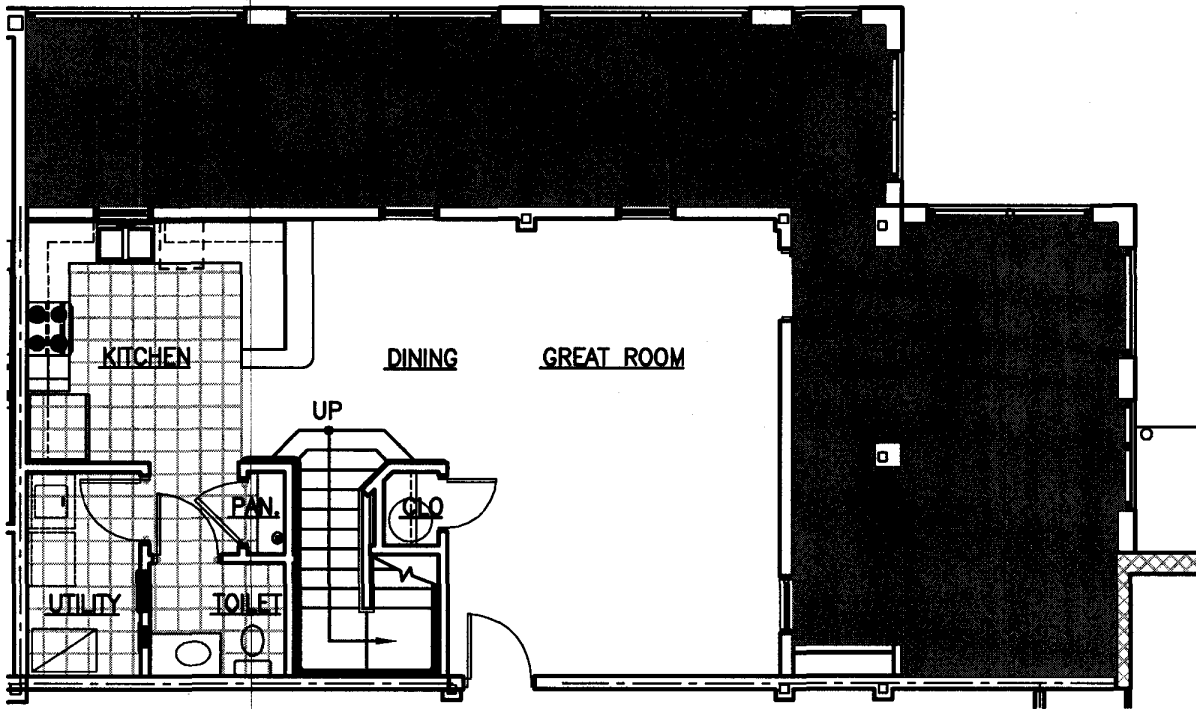
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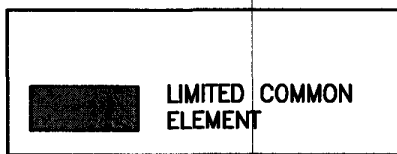
SHEET 56A

SAN MARCO PLACE, A CONDOMINIUM



UNIT FIRST FLOOR PLAN - TF-1
LA CASA 201

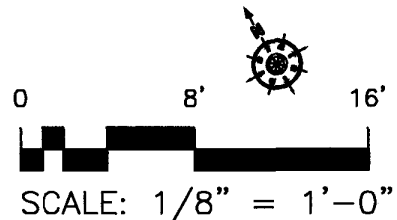
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DATE: 01.04.2007

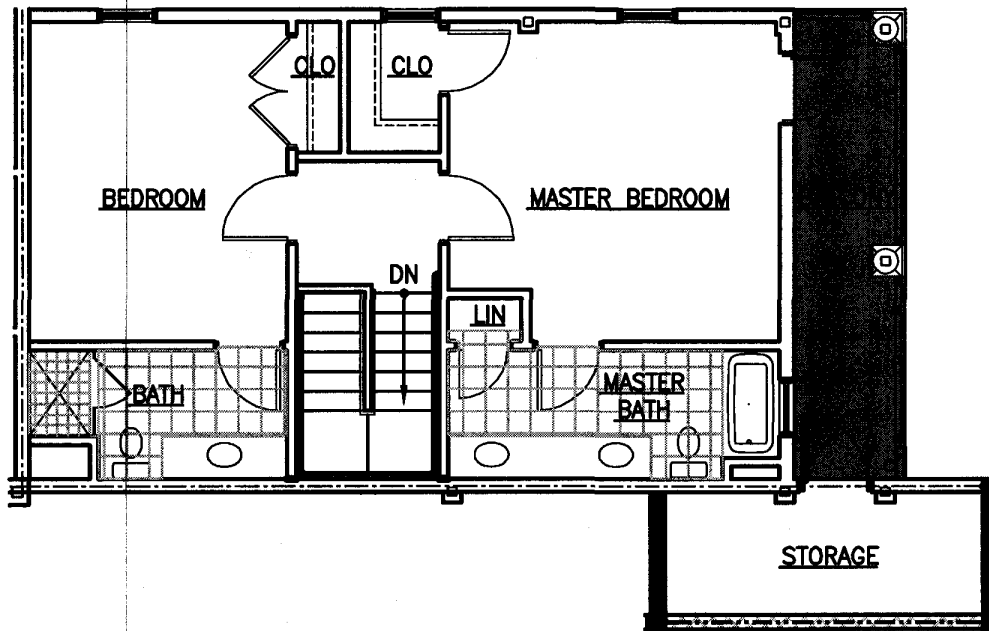
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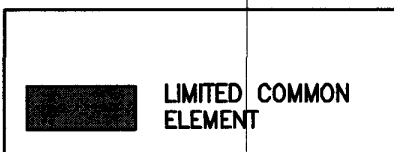
SHEET 57

SAN MARCO PLACE, A CONDOMINIUM



UNIT SECOND FLOOR PLAN - TF-2
LA CASA 201

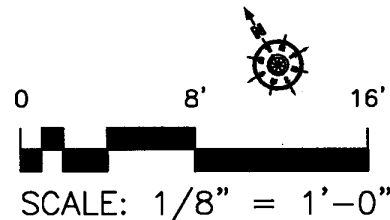
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DATE: 01.04.2007

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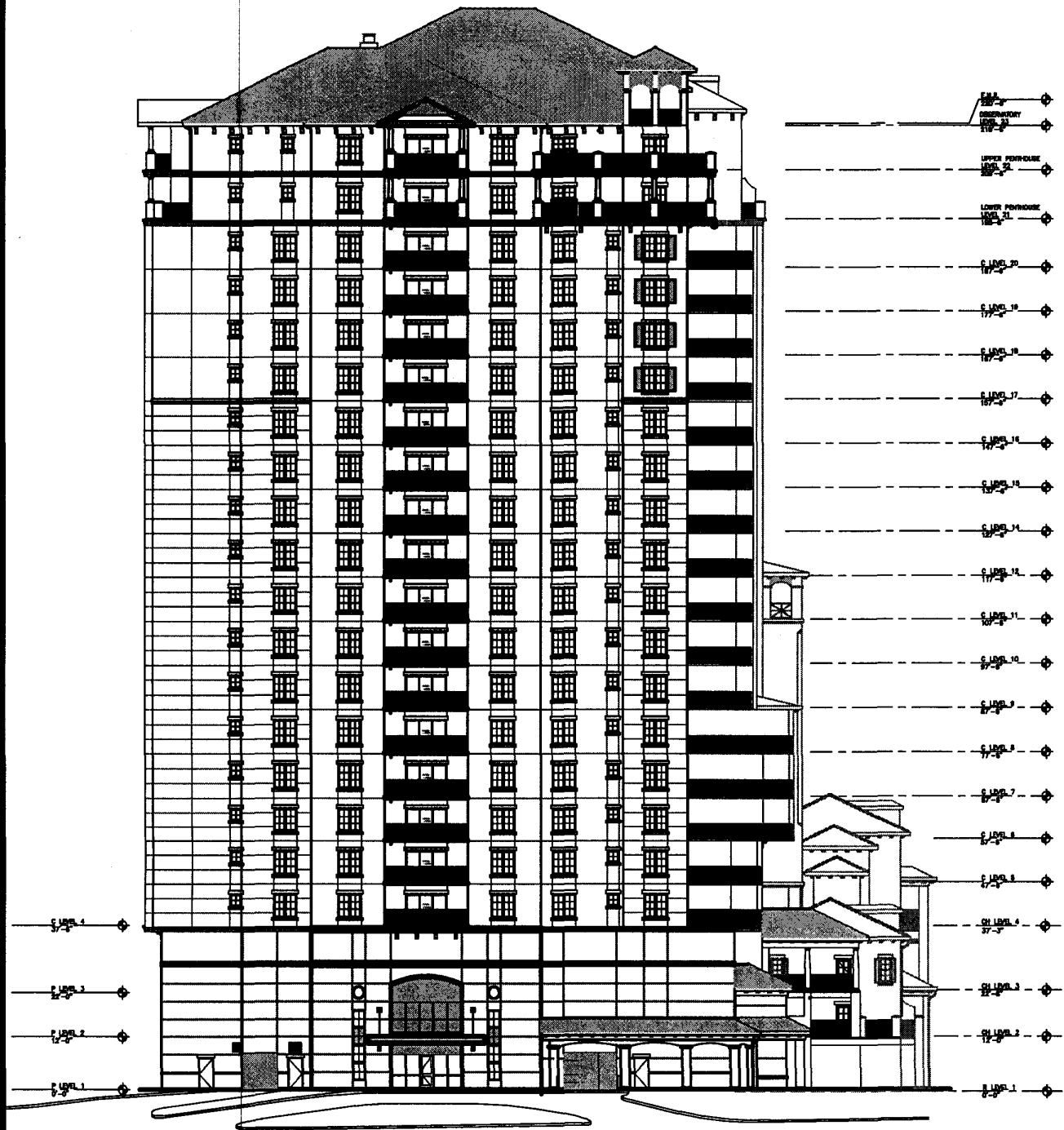
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SCALE: 1/8" = 1'-0"

SHEET 58

SAN MARCO PLACE, A CONDOMINIUM

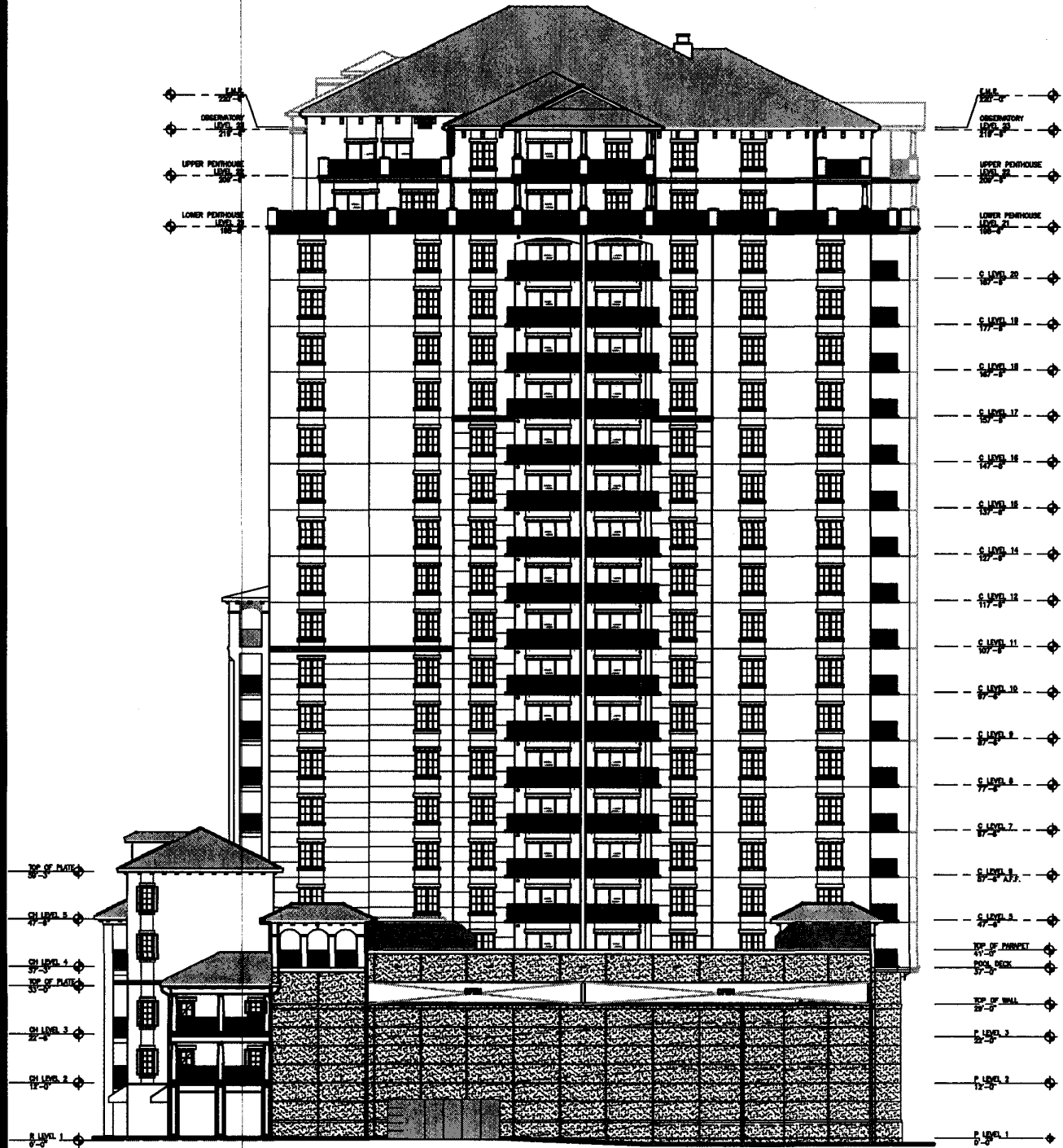


EXHIBIT

EAST ELEVATION

SHEET 59

SAN MARCO PLACE, A CONDOMINIUM



EXHIBIT

WEST ELEVATION

SHEET 60

EXHIBIT "D"
Articles of Incorporation

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PAGE 001/001

Florida Dept of State



December 28, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC.
1300 RIVERPLACE BLVD SUITE 400
JACKSONVILLE, FL 32207

The Articles of Incorporation for SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC. were filed on December 22, 2006, and assigned document number N06000013041. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H06000300434.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Robert A Brown
Data Processing Control Specialist
New Filings Section
Division of Corporations

Letter Number: 706A00072451

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION
OF
SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the Office of the Secretary of State of the State of Florida.

**I.
NAME**

The name of this corporation shall be SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association."

**II.
PURPOSES AND POWERS**

The Association shall have the following powers:

A. To manage, operate and administer SAN MARCO PLACE, a Condominium (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to, the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's By-Laws and the Declaration of Condominium recorded among the public records of Duval County, Florida.

B. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.

C. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium.

D. To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Association.

E. To contract for the management of the Condominium.

F. To acquire, own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

G. The Association shall have all of the common law and statutory powers and duties set forth in Chapter 718, Florida Statutes, as amended (the "Condominium Act"), Chapters 607 and 617, Florida Statutes, as amended, and the Declaration of Condominium for the Condominium and all other powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration of Condominium, as same may be amended from time to time.

III.
MEMBERS

A. Each unit owner in the Condominium and Riverplace Development, LLC, a Florida limited liability company, shall automatically be members of the Association.

B. As to all members other than Riverplace Development, LLC, membership shall commence upon the acquisition of record title to a unit as evidenced by the recording of a deed of conveyance amongst the public records of Duval County, Florida, or, as provided in the Declaration of Condominium, and membership shall terminate upon the divestment of title to said unit. The membership of Riverplace Development, LLC, will terminate at such time as it no longer owns any unit.

C. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration of Condominium and the By-Laws.

D. 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 such member's unit.

IV.
EXISTENCE

The Association shall have perpetual existence.

V.
SUBSCRIBERS

The name and address of the Subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael F. Balanky	1300 Riverplace Boulevard, Suite 400 Jacksonville, Florida 32207

VI.
DIRECTORS AND OFFICERS

A. The Condominium and Association affairs shall be managed by a Board of Directors initially composed of three persons, in accordance with Article III of the Association's By-Laws.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws.

H06000300434

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws.

<u>NAME</u>	<u>ADDRESS</u>
Michael F. Balanky	1300 Riverplace Boulevard, Suite 400 Jacksonville, Florida 32207
James W. Southerland, Jr.	1300 Riverplace Boulevard, Suite 400 Jacksonville, Florida 32207
Kristin Fanning	1300 Riverplace Boulevard, Suite 400 Jacksonville, Florida 32207

The initial officers of the corporation who shall serve at the leisure of the Board of Directors shall be:

Michael F. Balanky	President and Treasurer
James W. Southerland, Jr.	Vice President and Secretary

VII.
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions hereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as would prejudice the rights of the Developer of the Condominium or mortgagees holding mortgages encumbering units in the Condominium, without their prior written consent.

VIII.
AMENDMENTS TO ARTICLES

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Notice of the subject manner of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of 66-2/3% of the entire Board of Directors and by an affirmative vote of not less than 66-2/3% of the members present, either in person or by proxy, at a duly called meeting of the members of the Association.

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C. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members of the Association, without approval in writing by all members and the joinder of all record owners of mortgages encumbering condominium units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes.

**IX.
INDEMNIFICATION**

Every Director and every Officer of the Association shall be indemnified by the Association and by each member of the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon the Director(s) or Officer(s) in connection with any proceeding or any settlement thereof to which the Director(s) or Officer(s) may be a party, or in which the Director(s) or Officer(s) may become involved by reason of the Director(s) or Officer(s) being or having been a Director(s) or Officer(s) of the Association, whether or not a Director(s) or Officer(s) at the time such expenses are incurred, except in such cases wherein the Director(s) or Officer(s) is adjudged guilty of willful misconduct in the performance of such Director's or Officer's duty; provided that in the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director(s) seeking indemnification, approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director(s) or Officer(s) may be entitled.

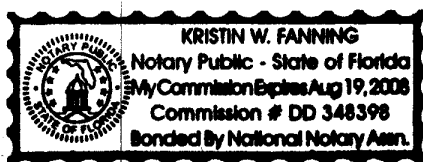
**X.
INITIAL REGISTERED OFFICE, AGENT AND ADDRESS**

The principal office of the Association shall be at: 1300 Riverplace Boulevard, Suite 400, Jacksonville, Florida 32207, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office of the Association is at 1300 Riverplace Boulevard, Suite 400, Jacksonville, Florida 32207, and the initial registered agent therein is Michael F. Balanky.

IN WITNESS WHEREOF, the undersigned has made and subscribed these Articles of Incorporation at Jacksonville, Duval County, Florida, for the uses and purposes aforesaid, this 22 day of December, 2006.



Michael F. Balanky



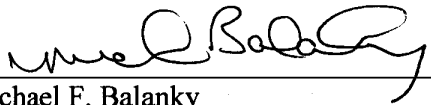
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CERTIFICATE OF ACCEPTANCE OF DESIGNATION OF
REGISTERED AGENT OF
SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC.

Pursuant to Sections 48.091 and 617.023, Florida Statutes, the undersigned, having been designated as the initial Registered Agent for the service of process within the State of Florida upon San Marco Place Condominium Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida, does hereby accept the appointment as such Registered Agent for the above-named corporation, and does hereby agree to comply with the provisions of Section 48.091(2) relative to keeping open the Registered Office of said corporation, which Registered Office is located at 1300 Riverplace Boulevard, Suite 400, Jacksonville, Florida 32207.

IN WITNESS WHEREOF, I, such designated Registered Agent, have hereunto set my hand and seal in Jacksonville, Duval County, Florida, on this 22 day of December, 2006.



Michael F. Balanky
Registered Agent

EXHIBIT "E"
Bylaws

**BY-LAWS
OF
SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC.**

**I
IDENTITY**

These are the By-Laws of SAN MARCO PLACE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation ("Association").

**II
PURPOSES**

This Association has been organized for the purpose of serving as a condominium association within the meaning of the Condominium Act of the State of Florida (the "Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of San Marco Place, a Condominium (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium (the "Declaration of Condominium") to which these By-Laws are attached and, further, to exercise all powers granted to a condominium association under the Act.

**III
DIRECTORS AND OFFICERS**

A. Directors.

1. The affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. The members of the Initial Board are designated in the Articles of Incorporation and need not be members of the Association. When unit owners other than the Developer own 15 percent or more of the units in the Condominium, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

- a. Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- b. Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- c. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

- d. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or
- e. Seven years after recordation of the declaration of condominium,

whichever of a through e above occurs first. The developer is entitled to elect at least one member of the Board of Directors of the Association as long as the developer holds for sale in the ordinary course of business at least five percent of the units in the Condominium.

Following the time the Developer relinquishes control of the Board of Directors of the Association, the Developer may exercise the right to vote any developer-owned units in the Condominium in the same manner as any other unit owner, except for the purposes of reacquiring control of the Board of Directors of the Association or selecting the majority members of the Board of Directors of the Association. Until such time as the purchaser members shall be entitled to elect all of the Directors, the Developer shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

2. The purchaser members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

3. Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

4. Directors shall be elected at the Majority Election Meeting and at each annual meeting of the members, as follows:

a. The Board of Directors shall be elected by written ballot or voting machine. Any election to fill a vacancy on the Board of Directors due to the expiration of a Director's term, shall be by secret ballot. However, in the event the number of vacancies equals or exceeds the number of candidates, no election is required. Except to fill vacancies on the Board of Directors caused by recall, proxies shall in no event be used in electing the Board of Directors, either at general elections or at elections to fill vacancies caused by resignation. Not less than sixty (60) days before a scheduled election, the Secretary shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each member of the Association entitled to vote, a first notice of the date of the election. Any member of the Association or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda required pursuant to the provisions of Article VII, Subparagraph A.3 of these By-Laws, the Association shall then mail or deliver a second notice of the election to all members of the Association entitled to vote therein, together with a ballot which shall list all candidates. Ballots may be returned by mail or hand delivery to the Association office or in

person at the annual meeting. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. 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 members must cast a ballot to have a valid election. No member of the Association shall permit any other to vote such member's ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting of the membership of the Association.

5. Directors shall be members of the Association, except that this provision shall not apply to Directors selected by the Developer.

6. No person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is eligible for membership on the Board of Directors.

7. The number of directors may be increased or decreased by vote of the existing Board of Directors, provided that a decrease shall not become effective until there is a vacancy on the Board or until the next meeting of Members at which Directors are to be elected.

B. Officers.

The Officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. The President must be a member of the Board of Directors. The Officers named in the Articles of Incorporation shall serve, unless removed and replaced by the Developer, until the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, and at such meeting the Board of Directors shall elect the aforesaid Officers. Officers elected at the first meeting of the Board of Directors held subsequent to the Majority Election Meeting, shall hold office until the next and ensuing annual meeting of the Board of Directors and until their successors shall have been elected and shall qualify.

C. Resignation, Vacancy, Removal, Compensation.

1. Any Director or Officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination of membership in the Association by a Director or Officer who is a member of the Association.

2. Subject to the right of the Developer to replace Directors selected by the Developer, the members of the Association, at a Special Meeting of the membership, shall fill any vacancy on the Board of Directors by electing a person who shall serve until the next annual meeting of the members. In the event of a vacancy on the Board of Directors caused by a recall of a Director, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes, the members

of the Association, at a Special Meeting of the membership, shall fill the vacancy on the Board of Directors, by electing a person who shall serve until the next annual meeting of the members.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

3. Any Director may be recalled and removed from office, with or without cause, pursuant to the provisions of Section 718.112(2)(j), Florida Statutes. Directors selected by the Developer shall not be affected by these provisions.

4. Upon an affirmative vote of a majority of the members of the Board of Directors in attendance at any meeting at which a quorum is present, any Officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

5. No compensation shall be paid to Directors or Officers for their services as Directors or Officers.

IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but shall not be limited to, the following:

A. All of the powers specifically provided for in the Declaration of Condominium and the Act.

B. The power to levy and collect assessments, based upon a budget formally adopted by the Board of Directors; provided, however, the Association shall not charge any fee for use by members of the common elements or of property owned by the Association, unless such use is the subject of a lease between the Association and the members. It is understood, however, that the failure of the Board of Directors or the members of the Association to adopt a budget shall not impair or affect the members' obligations to pay their share of the common expenses of the Condominium.

C. The power to acquire, convey, mortgage, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

D. The power to expend monies collected for the purpose of paying the common expenses of the Association.

E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the common elements of the Condominium.

F. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium. This Association shall notify each member of the changes to be made in the Association's insurance coverage, including a description of the property previously covered by the Association's insurance coverage which will no longer be covered and the effective date of such change.

G. The power to employ the personnel required for the operation of the common elements of the Condominium and the Association.

H. The power to pay utility bills for utilities serving the common elements of the Condominium.

I. The power to contract for the management of the Condominium.

J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all members are notified of such changes in the rules and regulations as may be enacted.

K. The power to improve the Condominium property, subject to the limitations of the Declaration of Condominium.

L. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Rules and Regulations duly promulgated by the Association.

M. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from unit owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to pay all taxes and assessments which are or may become liens against the common elements of the Condominium, and to assess the same against the members and their units.

O. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

P. The power to possess and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey, and deal in real and personal property.

Q. The power to enter into, ratify, modify and amend each and every one of the agreements and undertakings contemplated by and contained within the Declaration of Condominium.

R. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or a variable fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of the Association handled and managed by the managing agent.

V
DUTIES OF OFFICERS

A. The President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors.
2. Call special meetings of the Board of Directors and of members.
3. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
4. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
5. Appoint committees and be an ex-officio member of all committees, and render an annual report at the annual meeting of members.

B. The Vice President shall:

1. Act as Presiding Officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.
2. Perform all other acts and duties required of the President, in the absence of the President.
3. Perform such other duties as may be required by the Board.
4. Sign checks on behalf of the Association in the absence of the President.

C. Should the President and Vice President be absent from any meeting, the Directors present at the meeting shall select a person to act as chairman of the meeting.

D. The Secretary shall:

1. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

2. Have custody of the corporate seal and affix same when necessary or required.

3. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notices of meetings, keep membership books and receive all applications for membership, for transfer and sale of units, and present such applications to the Board of Directors.

4. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

5. Have custody of the minute book of the meetings of the Board of Directors and of the members, which minute book shall at all reasonable times be available at the office of the Association for inspection by members, or their authorized representatives, and by the Directors, and act as transfer agent to record transfers and rules and regulations in the corporate books. Minutes of all meetings of the Board of Directors and of members shall be reduced to writing and shall be available for inspection by members, or their authorized representatives, within thirty (30) days after the date of each such meeting. The minutes of all meetings of the Board of Directors and of the members shall be retained by the Secretary for a period of not less than seven (7) years.

6. Ballots, sign-in sheets voting proxies and all other papers relating to elections shall be maintained as part of the Association Records (as herein defined) for a period of one (1) year from the date of the meeting to which such documents relate.

7. At the request of any member or the authorized representative of such member, make photocopies of Association Records, as requested by such member or by the authorized representative of such member. The Association shall not charge any fee to the member or to the authorized representative of such member in connection with inspection of the Association Records, except that the Association may charge a reasonable fee for the cost of making copies.

8. Maintain copies of all documents required to be maintained by the Association in accordance with Section 718.111(12), Florida Statutes (the "Association Records"). The Association Records shall be maintained in Duval County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The right to inspect the Association Records includes the right to make or obtain copies, at the reasonable expense, if any, of such member.

9. The Association shall maintain at the Condominium Property an adequate number of copies of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, the Rules and Regulation adopted by the Association, all amendments to each of the foregoing, the year end financial information, and the Question and Answer Sheet required pursuant to the provisions of Section 718.504, Florida Statutes, to ensure their availability to members and prospective purchasers of units in the Condominium. The Association may charge the actual

costs incurred by the Association in the preparation and furnishing of these documents to the parties requesting these documents.

10. The Association shall prepare a Question and Answer Sheet in accordance with the provisions of Section 718.504, Florida Statutes and shall update the Question and Answer Sheet annually.

E. The Treasurer shall:

1. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

2. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association. The Treasurer shall maintain all accounting records for the Association and for the Condominium, as may be required by Section 718.111(12)(a)11, Florida Statutes (the "Accounting Records"), for a period of not less than seven (7) years. The Accounting Records shall be maintained in Duval County, Florida and shall be open to inspection by any member, or the authorized representative of such member, at all reasonable times. The Treasurer shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding year. The Treasurer shall make a full and accurate report of the matters and business pertaining to his office to the members at the annual meeting of members and make all reports required by law.

3. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

VI
MEMBERSHIP

A. Except as may be provided in the Articles of Incorporation, membership in the Association is limited to owners of condominium units in the Condominium. Membership is automatically conferred upon acquisition of a condominium unit in the Condominium, as evidenced by the filing of a deed of conveyance in the Public Records of Duval County, Florida or, as provided in the Declaration of Condominium, for transfer of membership upon the death of a member.

B. If a condominium unit is owned by more than one owner, co-partners or a corporation, there shall nevertheless be only one membership assigned to such unit, and the vote for such membership shall be cast by the person designated in a Voting Certificate signed by all of the owners (or by the proper corporate officer) of said unit, filed with the Secretary of the Association. In addition, only the voter designated in such Voting Certificate shall have the right to appoint a proxy. In the absence of such a writing, such vote shall not be counted; provided,

however, that a Voting Certificate shall not be required when a unit is owned by a husband and his wife only.

C. Membership in the Association may be transferred only as an incident to the transfer of title to the condominium unit.

D. Membership shall terminate upon the transfer of title to a condominium unit.

VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. Meetings of Members.

1. Annual meetings: The annual meeting of the Association shall be held at the office of the Association on the first Thursday in December of each calendar year, or such other date as may be determined by the Board of Directors. At such meetings there shall be elected by ballot of the members, a Board of Directors, in accordance with the requirements of these By-Laws. The members may also transact such other business of the Association as may properly come before the meeting.

2. Special meetings: It shall be the duty of the President to call a special meeting of the members of the Association as directed by resolution of the Board of Directors or upon a petition signed by members having fifty-one (51%) percent of the total votes in the Association having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof. In addition, a special meeting of the members of the Association to recall or remove a member of the Board of Directors, shall be called upon members having at least ten percent (10%) of the total votes in the Association giving notice of the meeting, provided the notice states the purpose of the special meeting.

3. Notice of meetings: It shall be the duty of the Secretary to provide notice (which notice shall incorporate an identification of agenda items) of all meetings of members stating the purpose thereof as well as the time and place where it is to be held, to each member of record at each member's address as it appears on the membership book of the Association, or, if no address appears, at each member's last known place of address, at least fourteen (14) days but not more than forty (40) days prior to such meeting. Notice of all meetings of members shall be posted at a conspicuous place at the Condominium, at least fourteen (14) continuous days preceding the meeting, except in cases of emergency. The Board of Directors, upon notice to the members, shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of the meetings of the members shall be posted. If hand delivered, receipt of such notice shall be evidenced by receipt signed by the member. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with provisions of Section 718.112(2)(d), Florida Statutes, to each member at the address last furnished to the Association. Notice of any meeting at which assessments against members are to be considered shall specifically contain a statement that such assessments will be considered and the nature of such assessments.

4. **Budgetary meetings:** The Board of Directors shall hand deliver to each unit owner, or mail to each unit owner, a meeting notice to the members of the Association indicating the date, time and place of the meeting together with a copy of the proposed annual budget, not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting will be open to members. If an adopted budget requires assessment against the members in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application of members having not less than 10% of the total votes in the Association received within 21 days after the adoption of such budget, shall call a special meeting of the members within thirty (30) days, provided that not less than ten (10) days' written notice is given to each member. A copy of the proposed substitute budget shall be provided to unit owners not less than 14 days prior to such special meeting. At the special meeting, members may consider and enact a substitute budget by a vote of not less than 51% of the total votes in the Association. If a special meeting of members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the property of the Condominium, anticipated to be incurred on a regular or annual basis, or assessments for betterments to the property of the Condominium shall be excluded from the computation.

5. **Quorum:** The presence, either in person or by proxy, of members having at least 25% of the total votes in the Association shall constitute a quorum for the transaction of business at all meetings of members. The written joinder of members may not be utilized to establish a quorum when such joinder occurs subsequent to the meeting.

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, except as otherwise provided for by law, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

7. **Voting:** There shall be one (1) vote allocated to each Unit in the Condominium. The vote of members holding not less than a majority of the total votes of the Association present, either in person or by proxy, shall decide any question brought before any meeting of the membership of the Association, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium, a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

8. **Conduct of Meeting:** All members shall have the right to participate at all meetings of the members of the Association with respect to all designated agenda items. Further, any member may tape record or videotape a meeting of the members of the Association, provided that a copy of the tape or video is provided to the Association.

9. **Proxies:** A member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned sessions thereof. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of

the member granting it. Except as provided by the Act, a member may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Act allows a limited proxy. No proxy, limited or general, shall be used in the election of members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

10. Waiver and consent: Nothing herein shall be construed to prevent a member from waiving notice of a meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Members may take any action without a meeting provided that a written agreement setting forth the action so taken is signed by not less than the number of members which would be required to adopt such action at a meeting at which all members were present.

B. Meeting of Directors:

1. Organizational meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. Notice of the first meeting of a newly elected Board of Directors shall be provided in accordance with the provisions of Section 718.112(2)(c), Florida Statutes.

2. Regular meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted. However, notice to Unit Owners of each Regular Meeting shall be given in accordance with Section 718.112(2)(c), Florida Statutes.

3. Special meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least one-half of the Board of Directors.

4. Notice to members: All meetings of the Board of Directors shall be open to all members. Any member may tape record or videotape meetings of the Board of Directors, provided a copy of the tape or video is provided to the Association. In addition, the right to attend such meetings shall include the right to speak at such meetings with reference to all designated agenda items. Notice of the time and purpose (specifically incorporating an identification of agenda items) of all meetings of the Board of Directors shall be conspicuously posted at the Condominium at least 48 continuous hours preceding the meeting, except in an

emergency. However, written notice of any meeting of the Board of Directors at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered, shall be mailed or delivered to the members and posted conspicuously at the Condominium 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 shall be filed among the official records of the Association.

Upon notice to the members, the Board of Directors shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of meetings of the Board of Directors shall be posted.

Meetings of a committee to take final action on behalf of the Board of Directors or to make recommendations to the Board of Directors regarding the budget are subject to the provisions of this section. Meetings of a committee that does not take final action on behalf of the Board of Directors or make recommendations to the Board of Directors regarding the budget are not subject to the provisions of this section.

5. Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof, unless such Director attends a meeting for the sole purpose of objecting to the propriety of the notice provided to him.

6. Voting at meetings: A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors. A vote or abstention for each Director present at a meeting of the Board of Directors shall be recorded in the minutes of such meeting.

7. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time, provided that any required notice of the adjourned meeting is provided as required by the Act. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

VIII **PROCEDURE**

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, these By-Laws or applicable Florida law.

IX
ASSESSMENTS AND MANNER OF COLLECTION

A. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium and the Association. The common expenses include those expenses described in the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Act.

B. The Board shall adopt a budget for the Association and the Condominium during the month preceding the fiscal year wherein the budget will take effect, which budget shall include a schedule of assessments to be paid by the members.

C. Each Member shall be responsible for the payment of the assessments imposed against such member's unit in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration of Condominium.

D. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each and every month.

E. Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide, or unless the Board of Directors determines otherwise.

F. When the Board of Directors has determined the amount of any assessments, the Secretary shall transmit a statement of such assessment to each member. Until further notice, assessments shall be made payable to the Association and shall be payable at the office of the Association.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or be less than, the sums required to meet the cash requirements of the Condominium and the Association, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion, including the assessment of each member for such member's proportionate share for any deficiency. Notice of all changes in assessments shall be given to all members.

G. The failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy a late charge against the delinquent member for each thirty (30) day period that the assessment remains delinquent in an amount not to exceed the greater of \$25.00 or five percent (5%) of the assessment.

H. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may, proceed to enforce and collect said assessments from the delinquent member in any manner provided for by the Act, the Declaration of Condominium and these By-Laws. Each member shall be individually responsible for the payment of assessments against his unit and for the payment of reasonable

attorneys' fees and costs incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

I. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an assessment shall be presumed to be made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

X
FISCAL MATTERS

A. Fiscal year: The fiscal year of the Association shall end on December 31st of each year.

B. Depositories: The funds of the Association shall be deposited in a savings and loan association or a bank, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

C. Association Funds: All funds of the Association shall be maintained separately in the name of the Association. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes. However, such funds must be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined accounts. All such funds shall be maintained in accounts at a financial institution as defined in Section 655.005, Florida Statutes and no agent, employee, officer or director of the Association shall commingle any funds of the Association with such person's funds or with the funds of any other condominium association or with the funds of any community association as defined in Section 468.431, Florida Statutes.

D. Fidelity bonds: The Association shall obtain and maintain adequate insurance or fidelity bonding for all persons who control or disburse Association funds. 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. "Persons who control or disburse funds of the Association" includes, but is not limited to, those persons authorized to sign checks and the President, Vice-President, Secretary and Treasurer of the Association. The premium for such insurance or bonds shall be paid for by the Association.

E. Records: The Association shall maintain accounting records according to good accounting practice, which records shall be open to inspection by members at reasonable times. Such records shall include a record of receipts for each member which shall designate the name and address of the member, the amount of each assessment, the amounts paid upon the account and the balance due, in a register of names for the benefit of any mortgage holders or lien holders who have notified the Association of their liens, and to which lien holders the Association will give notice of default, if requested.

F. Annual report: An annual report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the financial statement obtained from such annual report shall be furnished to each member no later than the

first day of April following the fiscal year for which the report is made. The report shall be deemed to be furnished to the member upon its delivery or by mailing to the member at his last known address as shown on the books and records of the Association.

G. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium.

XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt and amend rules and regulations governing the details of the operation and use of the common elements of the Condominium, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units and the common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect.

XII

VIOLATION AND DEFAULTS

In the event of a violation, other than non-payment of an assessment by a member, of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation or any provision of the Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay assessments, the right to foreclose its lien provided in the Act and in every such proceeding, the prevailing party shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien by foreclosure, the Association, provided the member has remained in possession of the unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from such member from the date on which the payment of any assessment became delinquent and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In addition, the Board may levy reasonable fines or penalties for any such violations as allowed by the Act, which fines or penalties shall be levied in accordance with the procedures set forth in the Act. The amount of such fines and penalties shall be set by the Board and shall not exceed the amounts allowed under the Act.

XIII

AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the members at any duly convened meeting of the members and approved by members, present in person or by proxy, having at least 66% of the

votes at the meeting, provided that notice of the proposed amendment (unless waived) is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the Directors, or proposed by members of the Association having one-fourth of the total votes in the Association.

Notwithstanding the foregoing, no amendment shall discriminate against any unit owner nor any class or group of unit owners unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: Substantial rewording of By-Law. See By-Law Article ___ for present text. Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. Each amendment to the By-Laws must set forth, on the first page thereof, the book and page of the public records where the Declaration of Condominium has been recorded. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Duval County, Florida.

XIV **ADOPTION OF THE ACT**

All provisions of Sections 718.112(2)(a) through (m), Florida Statutes, are deemed to be included in these By-Laws.

XV **VALIDITY**

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Laws.

**RULES AND REGULATIONS
FOR
SAN MARCO PLACE, A CONDOMINIUM**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the Units and the Condominium (the "Condominium") shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey these Rules and Regulations and shall cause them to be observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible, and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors (the "Board of Directors") of San Marco Place Condominium Association, Inc. (the "Association") shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. FACILITIES. The facilities of the Condominium are for the exclusive use of Unit Owners, their lessees and their respective family members and guests.

2. NOISE. No Unit Owner shall create or permit any unreasonably loud or obnoxious noise to emanate from such Unit Owner's Unit.

3. OBSTRUCTIONS. All sidewalks, entrances, driveways, passages, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways other than limited common areas. No sign, notice or advertisement shall be inscribed or exposed on or at any window or on any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna or satellite dish shall be attached to, or hung from, the exterior of the Condominium or the roof thereon, except with the prior written approval of the Board of Directors of the Association.

4. CHILDREN. Children are not to play on the public walkways, hallways, or stairways. Reasonable supervision must be exercised when children are playing on the grounds.

5. DESTRUCTION OF PROPERTY. Neither Unit Owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. Unit Owners shall be financially responsible for any damage caused by their family members, lessees, contractors, agents, guests and invitees.

6. EXTERIOR APPEARANCE. The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Board of Directors of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. No awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as originally installed by the Developer, and except as shall have been approved by the Board of Directors of the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. No windows may be tinted

without the prior consent of the Board of Directors of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off-white, black out type liners used, which liners must be approved by the Board of Directors of the Association.

7. SIGNS. There shall be no "For Sale" or "For Rent/Lease" signs or other signs exhibited, displayed or visible from the interior or the exterior of the Condominium, except as shall have been approved by the Association and except for signs displayed by the Developer and/or by agents engaged by the Developer.

8. CLEANLINESS. All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.

9. WINDOWS AND BALCONIES. Plants, pots and other movable objects must not be kept, placed or maintained on ledges of windows or railings of balconies. No objects shall be hung from balconies, terraces or window sills. No cloth, clothing, rugs or mops shall be hung or shaken from windows, doors, balconies or terraces. Unit Owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit Owners shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. Unit Owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces. No cooking shall be permitted on any balcony or terrace except on grills which were installed at the time of construction of the Unit, or which have been approved by the Board of Directors of the Association. No balconies or terraces may be enclosed except by the Developer. The foregoing shall not prohibit display of one portable flag as permitted under Section 718.113(4), Florida Statutes.

10. INGRESS AND EGRESS. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. No Unit Owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress.

11. STORAGE AREAS. Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

12. BICYCLES. Bicycles may only be placed or stored in designated areas, if any.

13. PLUMBING. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the Owner of the Unit from which the damage is caused.

14. TRASH. All refuse, waste, bottles, cans and garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.

15. PETS.

- (a) Pit Bulls, Rottweillers and Doberman pinschers shall not be allowed as pets.
- (b) All pets must be leashed at all times when outside of the Unit.
- (c) Pets shall not be kept in storage areas or parking areas.

16. ROOF. Unit Owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roof for any purpose whatsoever.

17. SOLICITATION. There shall be no solicitation by any person anywhere upon the Condominium Property for any cause or charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. EMPLOYEES. Except as may otherwise be permitted by the Association, employees of the Association shall not be given instructions or orders by any Unit Owner, at any time, for any purpose, and no Unit Owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association except in the Unit Owner's capacity as an officer or director of the Association.

19. HURRICANE PREPARATIONS. Each Unit Owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the Unit prior to departure by designating a responsible firm or individual to care for the Unit during the Unit Owner's or lessee's absence in the event that the Unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. Unless otherwise approved by the Board of Directors, all storm shutters shall be white in color, and shall be an accordion type storm shutter. Storm shutters shall only be closed during hurricane "watch" and hurricane "warning" situations.

20. PEST CONTROL. All Unit Owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the Units, at regularly scheduled times, to perform pest control services. Notwithstanding the foregoing, the Association shall not be obligated to provide pest control services, but may, from time to time, at the election of the Board of Directors, provide such services.

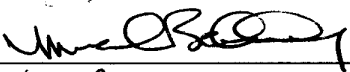
21. AIR CONDITIONING. The heating and air conditioning system in each Unit shall be operated in a manner which will inhibit the growth of mold in the Unit, other Units, and Common Areas. Unit Owners shall be liable for any damage caused by failure to comply with this provision.

22. VIOLATIONS. In addition to the provisions related to violations prescribed by Florida law, violations of the rules and regulations governing the Condominium shall be subject to the following:

- (a) Violations should be reported, in writing, to the Board of Directors.
- (b) Violations will be called to the attention of the violating Unit Owner or lessee by the Board of Directors.
- (c) Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- (d) Unit Owners are responsible for compliance by their guests, invitees and lessees with these Rules and Regulations.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

SAN MARCO PLACE CONDOMINIUM
ASSOCIATION, INC.

By: 

Michael F. Balanky, President

EXHIBIT "F"
Share of Common Expenses and Elements

San Marco Place Condominium

EXHIBIT F - Common Elements Ownership

Unit Type	Number of Units	Unit Square Footage	Total Square Footage	Unit % of Ownership	Total for Unit Type	Unit Numbers
Sierra - E2	16	1,143	18,288	0.462%	7.400%	401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 1401, 1501, 1601, 1701, 1801, 1901, 2001
Arcadia - D2	16	1,298	20,768	0.525%	8.403%	403, 503, 603, 703, 803, 903, 1003, 1103, 1203, 1403, 1503, 1603, 1703, 1803, 1903, 2003
Catalina - A	16	1,329	21,264	0.538%	8.604%	407, 507, 607, 707, 807, 907, 1007, 1107, 1207, 1407, 1507, 1607, 1707, 1807, 1907, 2007
Sorrento - D1	16	1,359	21,744	0.550%	8.798%	404, 504, 604, 704, 804, 904, 1004, 1104, 1204, 1404, 1504, 1604, 1704, 1804, 1904, 2004
Cordova - E1	16	1,563	25,008	0.632%	10.119%	402, 502, 602, 702, 802, 902, 1002, 1102, 1202, 1402, 1502, 1602, 1702, 1802, 1902, 2002
Alhambra - F	16	1,928	30,848	0.780%	12.482%	408, 508, 608, 708, 808, 908, 1008, 1108, 1208, 1408, 1508, 1608, 1708, 1808, 1908, 2008
Mediterrani - B	16	2,379	38,064	0.963%	15.402%	406, 506, 606, 706, 806, 906, 1006, 1106, 1206, 1406, 1506, 1606, 1706, 1806, 1906, 2006
Anastasia - C	15	2,193	32,895	0.887%	13.310%	505, 605, 705, 805, 905, 1005, 1105, 1205, 1405, 1505, 1605, 1705, 1805, 1905, 2005
La Casa - TA	1	1,492	1,492	0.604%	0.604%	206
La Casa - TF	1	1,569	1,569	0.635%	0.635%	201
La Tierra - TB	1	1,786	1,786	0.723%	0.723%	205
La Tierra - TB2	1	2,657	2,657	1.075%	1.075%	208
La Tierra - TC	1	1,776	1,776	0.719%	0.719%	204
La Tierra - TC2	1	2,657	2,657	1.075%	1.075%	207
La Tierra - TD	1	2,757	2,757	1.116%	1.116%	203
La Tierra - TE	1	2,635	2,635	1.066%	1.066%	202
Pointe La Vista - PE	1	3,692	3,692	1.494%	1.494%	2101
San Jose - PD	1	3,748	3,748	1.517%	1.517%	2102
Baltizar - PA	1	2,773	2,773	1.122%	1.122%	2105
Del Rio - PB	1	3,429	3,429	1.387%	1.387%	2104
Granada - PC	1	4,025	4,025	1.629%	1.629%	2103
San Marco - PF	1	3,268	3,268	1.322%	1.322%	2106
Total			247,143		100.000%	