proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. Disclaimer of Warranties.

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

24. Additional Provisions.

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All

notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

24.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 Mortgagees. Anything herein to the contrary notwithstanding (except as provided in Section 13.5 hereof) the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

24.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, or enforcement shall control over those hereof.

24.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

24.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

24.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

24.10 Execution of Documents; Attorney-In-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the

Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

24.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

24.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

25. Rights of Developer. In addition to the rights which the Developer has by common law and pursuant to the Act, the Developer shall have the following rights:

25.1 Developer Control. Except as hereafter provided, the Developer shall have the right to appoint all of the members of the Board of Directors of the Association until Unit Owners other than Developer own 15% or more of the Units that will ultimately be operated by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will ultimately be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after 50% of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (b) three months after 90% of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (c) when all of the Units that will ultimately be operated 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 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 Developer in the ordinary course of business; or (e) seven years after the date the Declaration is recorded, whichever occurs first. Developer is entitled (but not obligated) to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business 5% of the Units that will ultimately be operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board.

25.2 Easements. Until such time as Developer has completed all of the contemplated improvements and sold all of the Units that will ultimately be contained within the Condominium Property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient, or desired by Developer for the completion of the contemplated improvements and the marketing and sale of said Units. Neither the Unit Owners or the Association, nor their use of the Condominium Property shall interfere in any way with such completion and sale.

25.3 Sale of Units. The Developer shall have the right to transact any business necessary to consummate the sale of Units, including but not limited to, the right to install and maintain a sales office and

advertising on the Condominium Property, use the Common Elements and, notwithstanding anything to the contrary contained herein, the Developer may maintain and use sales offices, promotion and development offices, models and Units retained by the Developer, or owned by the Developer, or the use of which has been reserved to the Developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Association or any of the Unit Owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions. Specifically, Developer shall have the right to use Units owned by the Developer as motel units for the purpose of housing guests and prospective purchasers of the Condominium Property for promotion and sales purposes, without limitation as to duration of stay or number of guests.

25.4 No Board Action Without Developer's Consent. During the period that Developer holds any Units for sale in the ordinary course of business none of the following actions may be taken by the Association, either through an act of its Board of Directors or as membership, without the Developers approval in writing:

(a) Assessment of the Developer as Unit Owner for Capital Improvements;

(b) Any action by the Association that would be detrimental to the sale of Units by the Developer; however an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units for the purpose of this paragraph.

25.5 Developer's Rights With Respect To Common Elements. The Developer reserves every right necessary or desirable relative to the Common Elements and the Condominium Property in general for the following purposes:

(a) Furnishing of the Condominium Property;

(b) The sale or mortgage of the Condominium Units; and

25.6 Sale Subject To A Lease. The Developer does not propose a program of leasing Units but does reserve the right to lease any individual Unit at its discretion prior to the sale of the Unit; provided that any lease shall have a term not to exceed twelve (12) months and shall terminate prior to conveyance of title by the Developer to the purchaser of the leased Unit, unless the Developer and such purchaser shall otherwise agree, in writing, to convey subject to any such lease.

COPY

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 11 day January, 2005.

Signed, sealed and delivered
in the presence of:

Deborah A. Culpepper
Printed Name:

Printed Name: Frederick B. Henry III

NORTH CUT OF VILANO, INC.,
a Florida Corporation

By:
Printed Name: Gary McCumber
Title: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Declaration was acknowledged before me this 11 day of January, 2005, by Gary McCumber, as President of North Cut of Vilano, Inc., a Florida corporation. He is personally known to me or provided _____ as identification.

Deborah A. Culpepper
Printed Name:
Notary Public - State of Florida
My Commission Expires:
My Commission No:
[NOTARIAL SEAL]

DEBORAH A. CULPEPPER
Notary Public, State of Florida
My comm. expires Sept. 26, 2007
Comm. No. DD 243868

COPY

JOINDER

SEACREST OF VILANO ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, SEACREST OF VILANO ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 11 day of JANUARY, 2005.

Signed, sealed and delivered
in the presence of:

Deborah A. Culpepper
Printed Name: Deborah A. Culpepper

Printed Name: Frederick S. Herzog II

SEACREST OF VILANO ASSOCIATION, INC
a Florida corporation not-for-profit

By: _____
Printed Name: Gary McCumber
Title: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Joinder was acknowledged before me this 11 day of JANUARY, 2005, by Gary McCumber, as President of SEACREST OF VILANO ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

Deborah A. Culpepper
Printed Name:
Notary Public - State of Florida
My Commission Expires:
My Commission Number:

DEBORAH A. CULPEPPER
Notary Public, State of Florida
My comm. expires Sept. 26, 2007
Comm. No. DD 243668

COPY

JOINDER BY MORTGAGEE

Mark McCumber, as the holder of a Mortgage dated January 24, 2003, recorded in O.R. Book 1886, Page 840, of the Public Records of St. Johns County, Florida, encumbering the lands described in the foregoing Declaration of SeaCrest of Vilano, a Condominium, (the "Declaration"), joins in the filing of the Declaration as Mortgagee for the limited and sole purpose of consenting to execution and recording of the Declaration.

COPY

Signed, sealed and delivered
in the presence of:

Printed Name: Frederick J. Helzer, II

Printed Name: Deborah A. Culpepper

By: Mark McCumber
Name: Mark McCumber

COPY

STATE OF Florida
COUNTY OF St. Johns

The foregoing Joinder was acknowledged before me this 18 day of January, 2005, by Mark McCumber. He is personally known to me or has produced _____ as identification.

Deborah A. Culpepper
Printed Name:
Notary Public - State of Florida
My Commission Expires:
My Commission Number:

DEBORAH A. CULPEPPER
Notary Public, State of Florida
My comm. expires Sept. 26, 2007
Comm. No. DD 243668

COPY

JOINDER BY MORTGAGEE

COPY

Eleanor O. Yelton Blackmon, as Trustee of the Eleanor O. Yelton Living Trust dated June 26, 1997, as the holder of a Mortgage dated December 3, 2003, recorded in O.R. Book 2106, Page 1907, of the Public Records of St. Johns County, Florida, encumbering the lands described in the foregoing Declaration of SeaCrest of Vilano, a Condominium, (the "Declaration"), joins in the filing of the Declaration as Mortgagee for the limited and sole purpose of consenting to execution and recording of the Declaration.

Signed, sealed and delivered
in the presence of:

Deborah A. Culpepper
Printed Name: Deborah A. Culpepper
Witness

By: Eleanor O. Yelton Blackmon
Eleanor O. Yelton Blackmon

Penny Dotson
Printed Name: Penny Dotson
Witness

STATE OF Florida
COUNTY OF St. Johns

The foregoing Joinder was acknowledged before me this 3rd day of June, 2005, by Eleanor O. Yelton Blackmon. She is personally known to me or has produced _____ as identification.

My Commission Number:

Deborah A. Culpepper
Printed Name:
Notary Public, State of
My Commission Expires:

DEBORAH A. CULPEPPER
Notary Public, State of Florida
My comm. expires Sept. 26, 2007
Comm. No. DD 243668

JOINDER BY MORTGAGEE

COPY

Mercantile Bank, as the holder of a Mortgage dated December 3, 2003, recorded in O.R. Book 2106, Page 1913, of the Public Records of St. Johns County, Florida, encumbering the lands described in the foregoing Declaration of SeaCrest of Vilano, a Condominium, (the "Declaration"), joins in the filing of the Declaration as Mortgagee for the limited and sole purpose of consenting to execution and recording of the Declaration.

Signed, sealed and delivered
in the presence of:

Juliette B Howard
Printed Name: Juliette B Howard
Witness

Matt Berger
Printed Name: Matt Berger
Witness

Mercantile Bank

By: Stephen C Meadows
Printed Name: Stephen C Meadows
Its: SVP

COPY

STATE OF FLORIDA

COUNTY OF Duval

The foregoing Joinder was acknowledged before me this 24 day of May, 2005, by Stephen C Meadows as SVP of Mercantile Bank. She/He is personally known to me or has produced ____ as identification.

JULIETTE B. HOWARD
Notary Public, State of Florida
My comm. expires May 16, 2006
Comm. No. DD 118631

My Commission Number:

COPY

Juliette B Howard
Printed Name:
Notary Public, State of
My Commission Expires:

Schedule of Exhibits to Declaration

Exhibit A ..... Legal Description of Condominium

Exhibit B ..... Survey (Plot Plan, Floor Plans, Survey)

Exhibit C ..... Percentage of Interest in Common Elements

Exhibit D ..... Articles of Incorporation of Association

Exhibit E ..... By Laws of Association

COPY

COPY

COPY

EXHIBIT "A"

PARCEL 1:

LOT NO. 2, BLOCK "X", CAPO'S SUBDIVISION OF LOT 4, SECTION 5 AND SECTION 4, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ACCORDING TO PLAT OF SAID SUBDIVISION MADE BY GOULD T. BUTLER, C.E., AS SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN MAP BOOK NO. 2, PAGE 23, ST. JOHNS COUNTY RECORDS.

PARCEL 2:

LOT 2, BLOCK "XX" OF SURFSIDE SUBDIVISION, ACCORDING TO PLAT IN PLAT BOOK 4, PAGE 32, OF PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 3:

THAT PORTION OF OCEAN BOULEVARD, SURFSIDE SUBDIVISION, RECORDED IN MAP BOOK 4, PAGES 6 AND 32, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING BETWEEN THE NORTH LOT LINES OF PARCEL 1 AND PARCEL 2 ABOVE DESCRIBED, EXTENDED EASTERLY AND WESTERLY RESPECTIVELY, AND THE SOUTH LOT LINES OF PARCEL 1 AND PARCEL 2 ABOVE DESCRIBED, EXTENDED EASTERLY AND WESTERLY RESPECTIVELY, BEING A PORTION OF OCEAN BOULEVARD HERETOFORE VACATED, ABANDONED AND CLOSED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, FILED NOVEMBER 20, 1948 AND RECORDED IN DEED BOOK 176, PAGE 393, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

LOT THREE (3), BLOCK "X", AND LOT THREE (3), BLOCK "XX", UNIT "A" OF SURFSIDE, AS RECORDED IN MAP BOOK 4, PAGE 32, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THAT PORTION OF OCEAN BOULEVARD LYING BETWEEN SAID LOT 3, BLOCK "X" AND LOT 3, BLOCK "XX" AND NORTHERLY OF A PROLONGATION OF THE SOUTHERLY LINE OF SAID TWO LOTS ACROSS SAID BOULEVARD, AS SHOWN ON SAID PLAT.

ALL LAND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID LOT 3, BLOCK "XX" EXTENDED EASTERLY TO THE MEAN HIGH WATER MARK OF ATLANTIC OCEAN.

ALSO ALL ALLUVIUM, AVULSION, RELICTION AND ACCRETIONS WHICH NOW, HERETOFORE OR HEREAFTER MAY BELONG TO ANY OF THE ABOVE DESCRIBED LANDS, AND ALSO ALL RIPARIAN AND LITTORAL RIGHTS NOW, HERETOFORE OR HEREAFTER BELONGING TO SAID LAND.

COPY

SURVEYOR'S CERTIFICATE
FOR
SEACREST AT VILANO
A CONDOMINIUM

COPY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Michael A. Piesco, P.L.S., by me well known and known to me to be the person hereinafter described, who after being by me first duly sworn, deposes and says on oath as follows:

1. I am a professional land surveyor licensed and authorized to practice in the State of Florida.

2. I hereby certify pursuant to Section 718.104(4)(e),F.S., as ammended, that the construction of the improvements shown on the attached exhibits is substantially complete; so that such material together with provisions of the Declaration of Condominium of Seacrest At Vilano, a Condominium, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials and that all planned improvements, including but not limited to, landscaping, utility services and access to the unit and common elements facilities serving the building in which the units to be conveyed are located have been substantially completed.

3. This certificate is not valid without pages 1-17 attached and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 15 day of June, 2005.

Michael A. Piesco, P.L.S.
Professional Land Surveyor
No. 4793, State of Florida

SWORN TO AND SUBSCRIBED before me this 15 day of June, 2005, by Michael A. Piesco, who is personally known to me or who has produced Florida driver's license number _____ as identification.

Pamela Yevoli
Signature of Notary

Pamela Yevoli
Name of notary Typed / Printed / Stamped

SEACREST AT VILANO

PAMELA YEVOLI
Notary Public - State of Florida
My Commission Expires Nov 12, 2008
Commission # DD 366173
Bonded By National Notary Assn.

EXHIBIT "A"
SHEET 1 OF 17

SEACREST AT VILANO
A CONDOMINIUM
MAP OF SURVEY

COPY

LEGEND

R/W	= RIGHT OF WAY
CONC	= CONCRETE
(R)	= RECORDED
(M)	= MEASURED
(C)	= CALCULATED
±	= MORE OR LESS
PP	= POWER POLE
OHW	= OVERHEAD WIRE
2ND FL	= SECOND FLOOR
1ST FL	= FIRST FLOOD
WDF	= WOOD FENCE
CLF	= CHAIN LINK FENCE
LB	= LICENSED BUSINESS
CBS	= CONCRETE BLOCK STUCCO

□	= FOUND 4" X 4" CONCRETE MONUMENT NO IDENTIFICATION
●	= FOUND 1" IRON ROD - NO IDENTIFICATION
⊘	= FOUND 1" IRON PIPE - NO IDENTIFICATION
⊗	= FOUND 5/8" IRON ROD - LB # 7111
ETS	= ELECTRIC TRANSFORMER SLAB
ESB	= ELECTRIC SERVICE BOX
LP	= LIGHT POLE
BFP	= BACK FLOW PREVENTER
EM	= ELECTRIC METER
HYD	= FIRE HYDRANT
WV	= WATER VALVE
C/O	= CLEAN-OUT
WM	= WATER METER

COPY

NOTES

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "V-E" (ELEVATION 13') AND "X" (AREA OF 500 YEAR FLOOD) AS DEPICTED ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 125147-0316-H FOR ST. JOHNS COUNTY, FLORIDA AS REVISED 09/02/04.

THE BASIS OF BEARING AS SHOWN HEREON IS THE EASTERLY RIGHT-OF-WAY LINE OF COASTAL HIGHWAY WHOSE ASSUMED BEARING BEARS N 16°35'38" W.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SURVEY.

ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.- 1929)

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.

ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVEGROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SURVEY.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.

THIS SURVEY IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF: NORTHCUTT, INC.; MERCANTILE BANK; CHICAGO TITLE INSURANCE COMPANY; CHIUMENTO & ASSOCIATES, P.A.

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY CONFORMS TO SECTION 472.027 OF THE FLORIDA STATUTES AS AMENDED AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

COPY

FIELD BOOK: 163/39-43, 200/32-78, 202/2-8
FIELD WORK: 6/13/2005
SCALE: 1" = 40'
JOB NO.: 5-167
TYPE SURVEY: BOUNDARY

ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9987

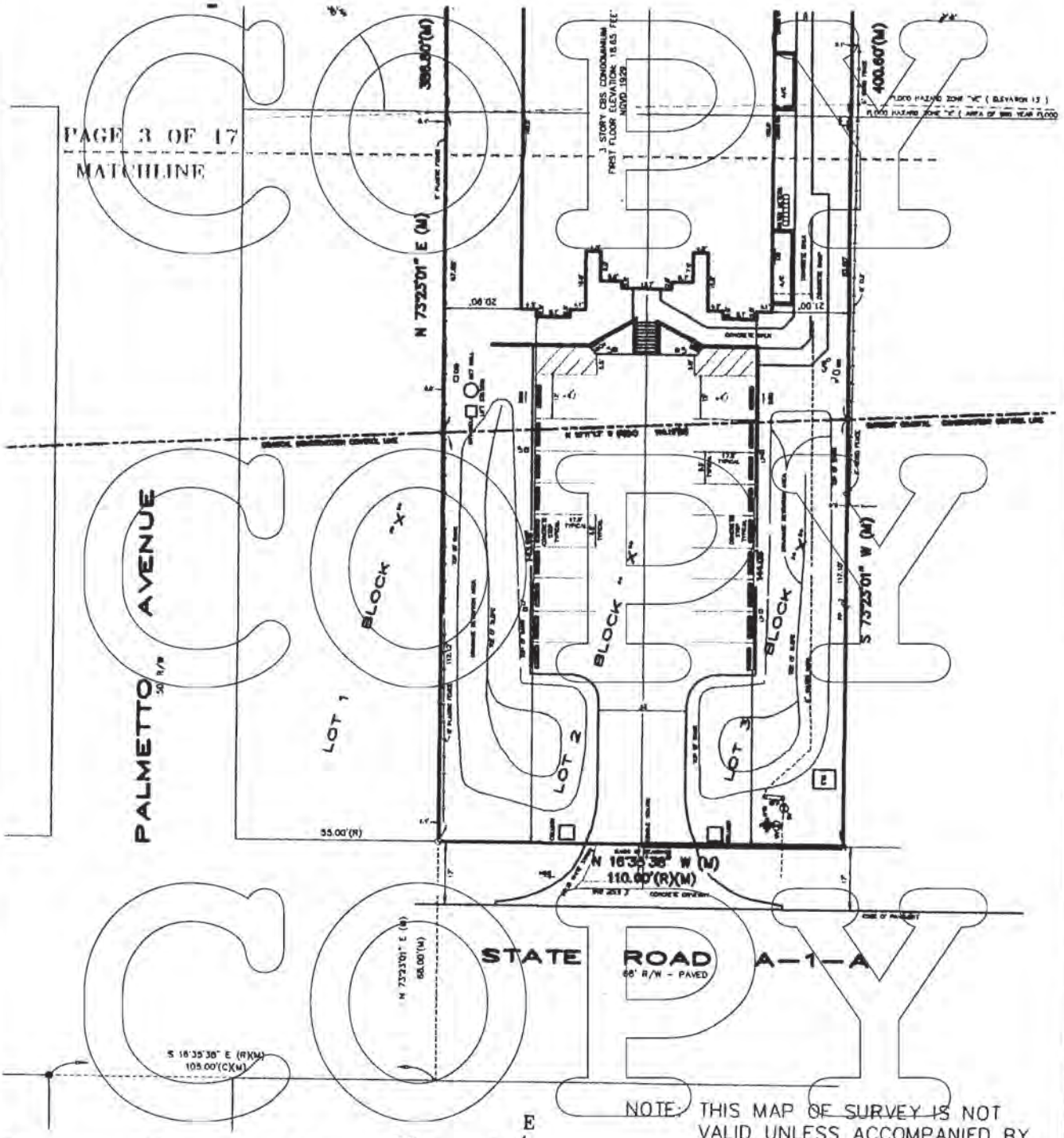
MICHAEL A. PIESCO PLS# 4783
DATE SIGNED:

EXHIBIT "A"
SHEET 2 OF 17

NOTE: THIS MAP OF SURVEY IS NOT VALID UNLESS ACCOMPANIED BY SHEETS 2 THROUGH 4 OF 17

F:\2005\5-167CONDO\dwg\5-167CONDO.DWG 6/14/2005 12:00:01 PM EST

SEACREST AT VILANO
A CONDOMINIUM
MAP OF SURVEY



NOTE: THIS MAP OF SURVEY IS NOT VALID UNLESS ACCOMPANIED BY SHEETS 2 THROUGH 4 OF 17.

0 40 80

SCALE: 1 INCH = 40 FOOT

N E S W

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

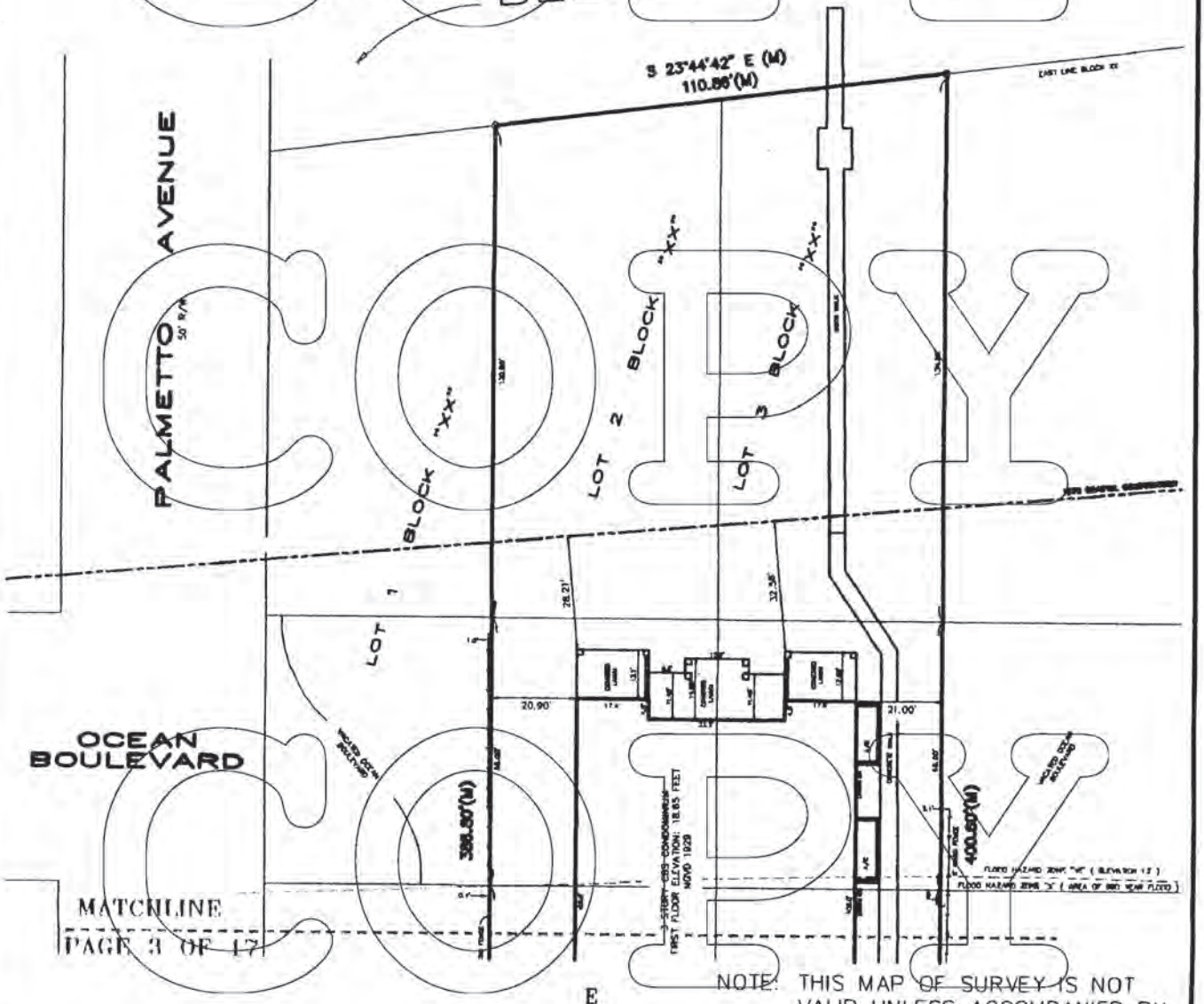
EXHIBIT "A"
SHEET 3 OF 17

DATE OF SURVEY : 06/13/2005

F:\2005\5-167CONDO\dwg\5-167CONDO.DWG 6/14/2005 12:00:01 PM EST

SEACREST AT VILANO
A CONDOMINIUM
MAP OF SURVEY

COPY



NOTE: THIS MAP OF SURVEY IS NOT VALID UNLESS ACCOMPANIED BY SHEETS 2 THROUGH 4 OF 17.

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

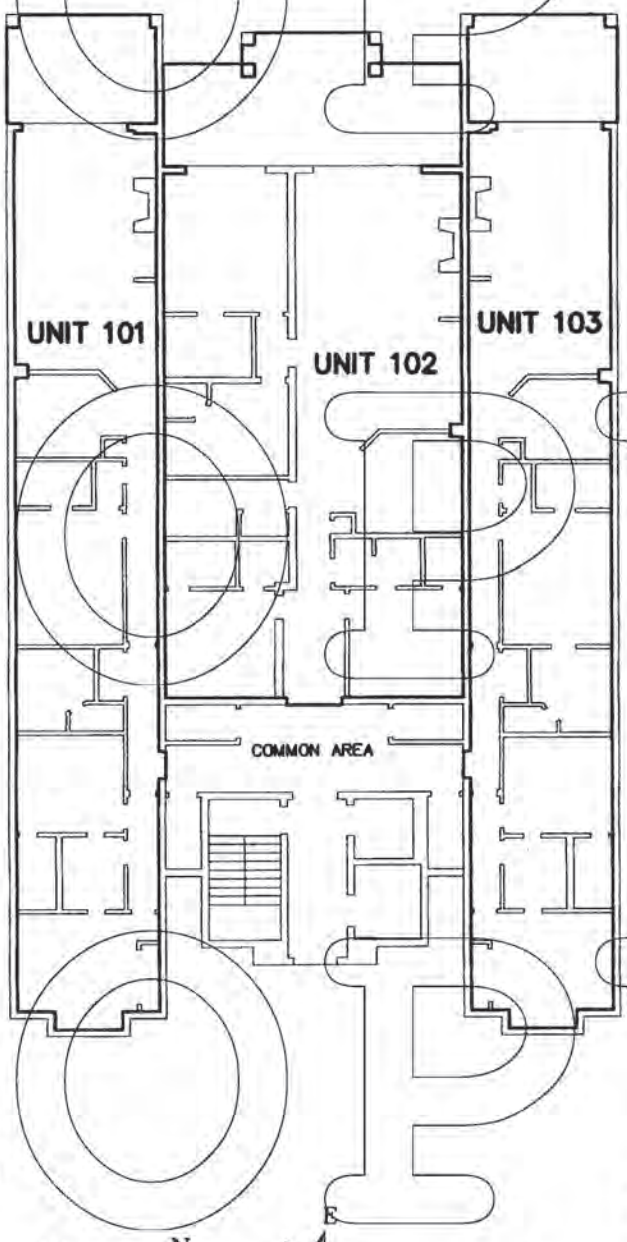
EXHIBIT "A"
SHEET 4 OF 17

DATE OF SURVEY : 06/13/2005

F:\2005\5-167CONDO\dwg\5-167CONDO.DWG 6/14/2005 12:00:01 PM EST

SEACREST AT VILANO
A CONDOMINIUM
FIRST FLOOR PLAN

COPY
COPY
COPY



0 20 40

SCALE: 1 INCH = 20 FOOT

N E S W

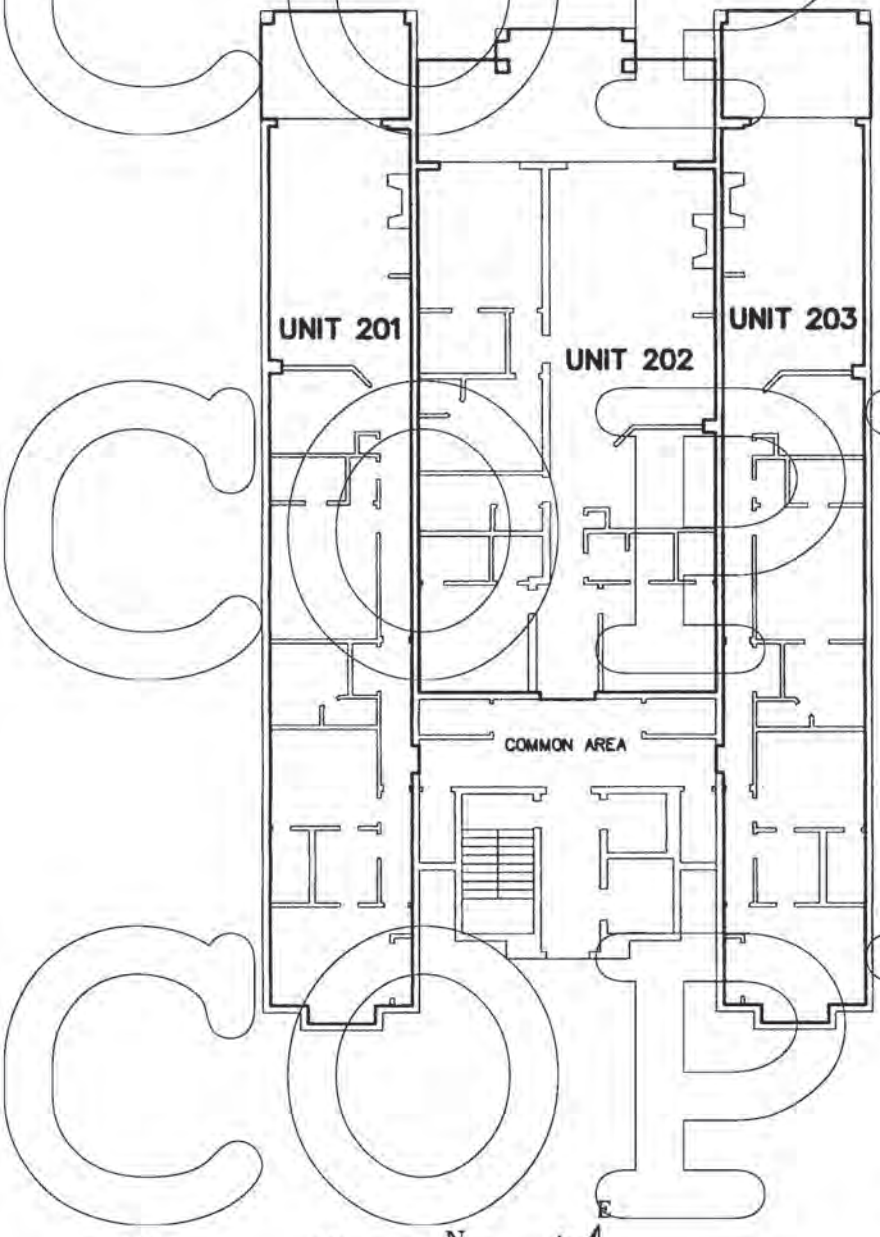
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 5 OF 17

DATE OF SURVEY : 06/13/2005

SEACREST AT VILANO
A CONDOMINIUM
SECOND FLOOR PLAN

COPY COPY COPY



0 20 40

SCALE: 1 INCH = 20 FOOT

N E S W

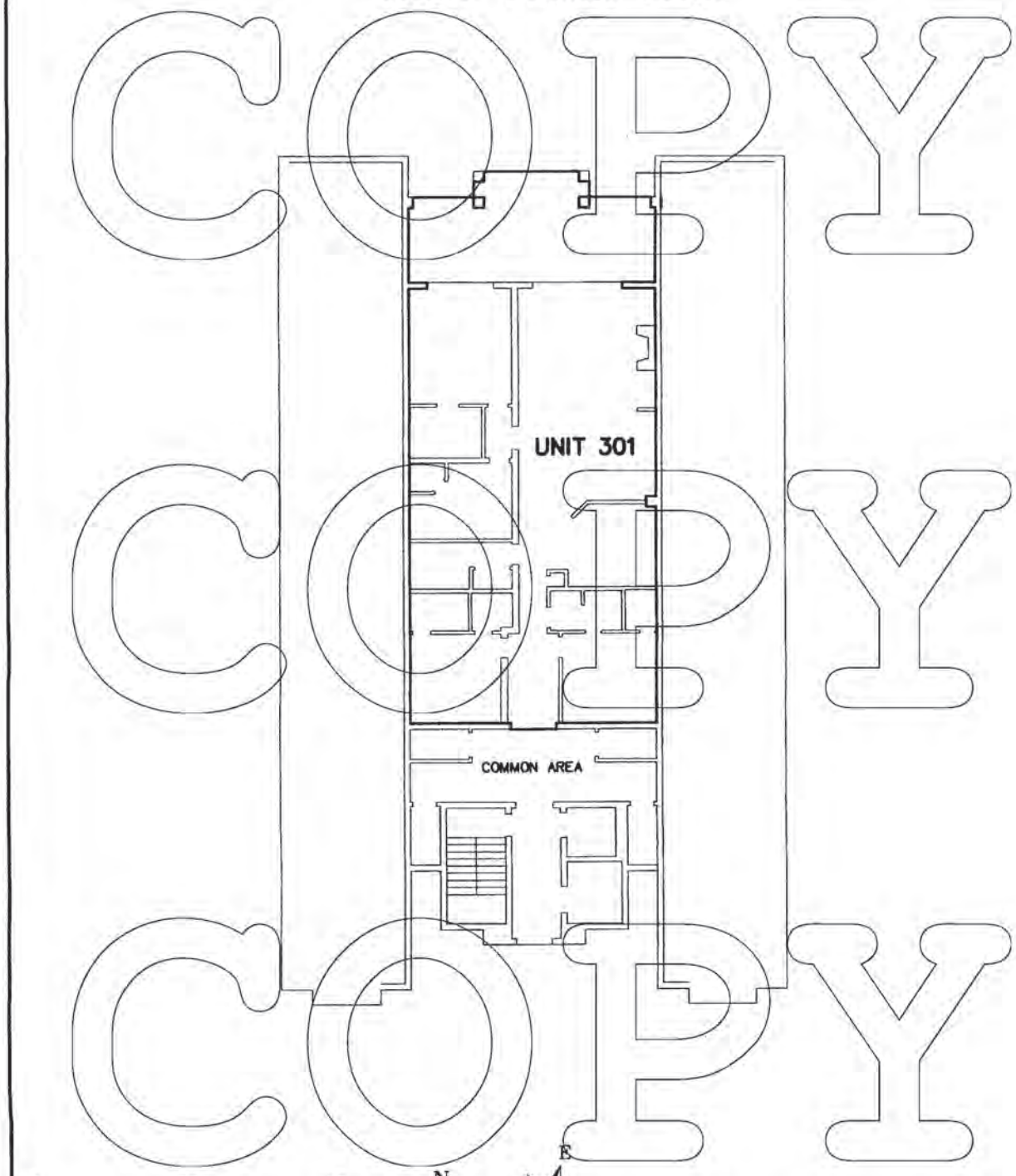
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 6 OF 17

DATE OF SURVEY : 06/13/2005

SEACREST AT VILANO
A CONDOMINIUM
THIRD FLOOR PLAN

COPY
COPY
COPY



0 20 40

SCALE: 1 INCH = 20 FOOT

N E S W

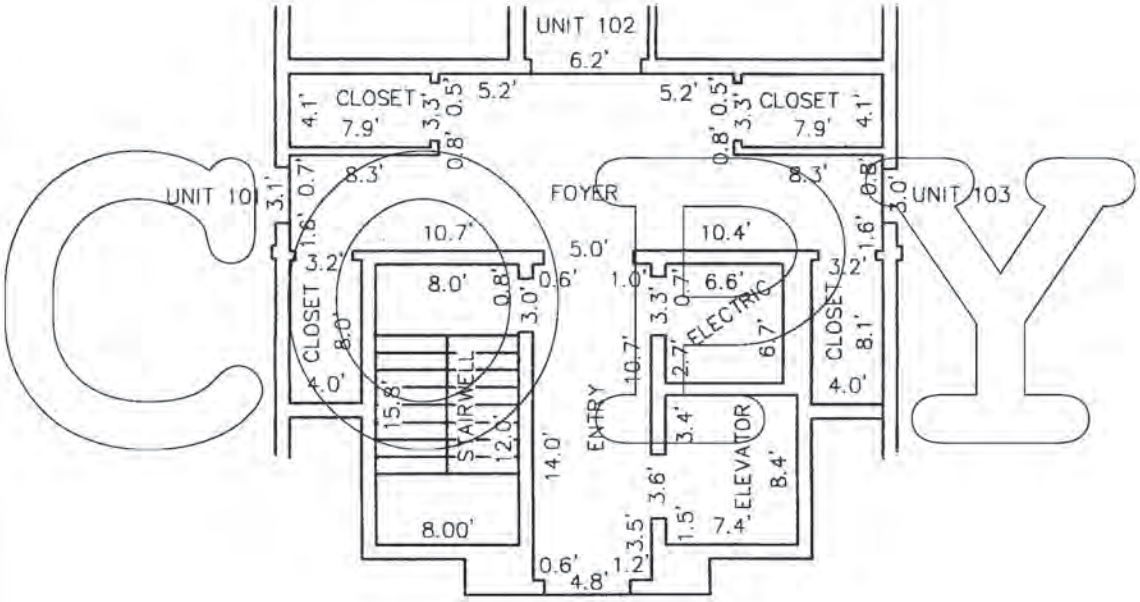
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 7 OF 17

DATE OF SURVEY : 06/13/2005

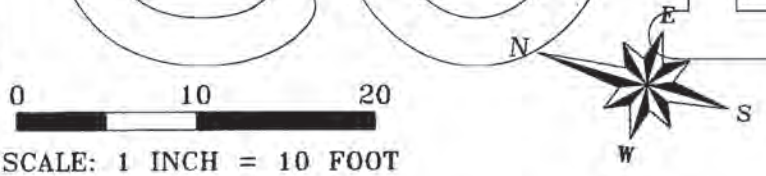
SEACREST AT VILANO
A CONDOMINIUM
FIRST FLOOR COMMON AREA

COPY



FIRST FLOOR ELEVATION: 18.65 FEET
BOTTOM OF ELEVATOR SHAFT ELEVATION: 14.59 FEET
HIGH CEILING ELEVATION: 28.65 FEET
LOW CEILING ELEVATION: 27.15 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

COPY



SCALE: 1 INCH = 10 FOOT

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 8 OF 17

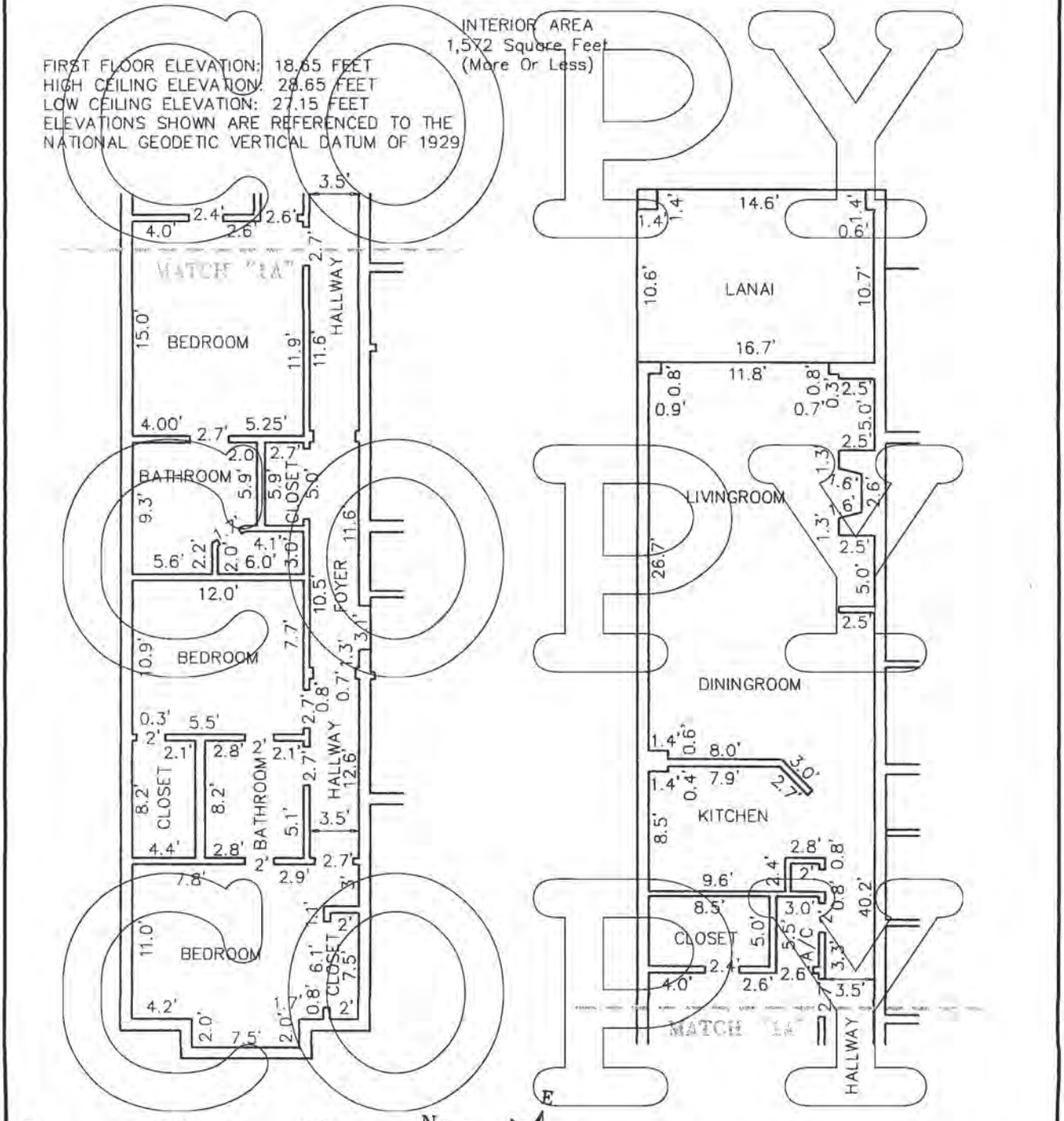
DATE OF SURVEY : 06/13/2005

SEACREST AT VILANO
A CONDOMINIUM
UNIT 101

COPY

INTERIOR AREA
1,572 Square Feet
(More Or Less)

FIRST FLOOR ELEVATION: 18.65 FEET
HIGH CEILING ELEVATION: 28.65 FEET
LOW CEILING ELEVATION: 27.15 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929



0 10 20

SCALE: 1 INCH = 10 FOOT

EXHIBIT "A"
SHEET 9 OF 17

DATE OF SURVEY : 06/13/2005

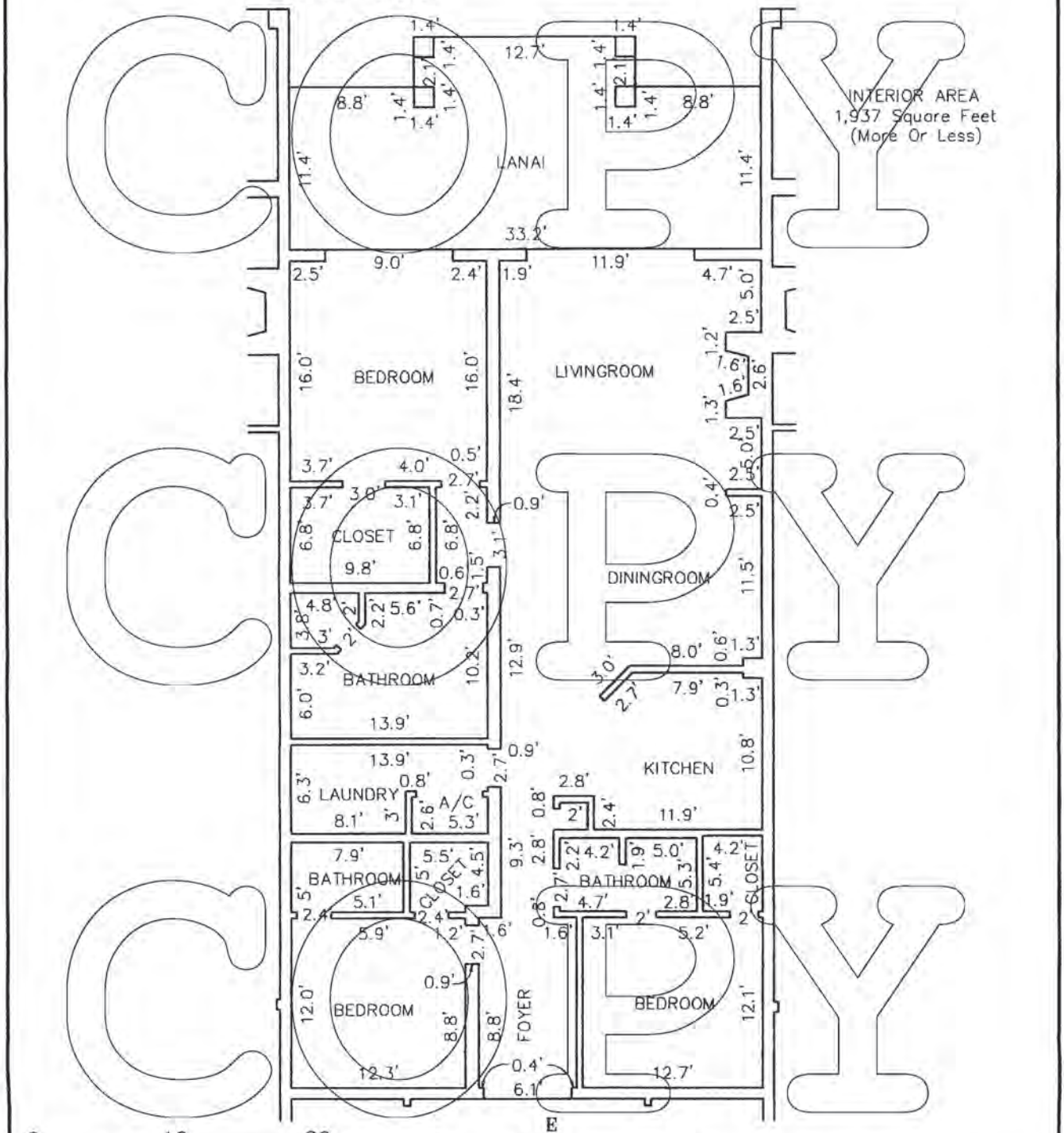
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

SEACREST AT VILANO

A CONDOMINIUM

UNIT 102

FIRST FLOOR ELEVATION: 18.65 FEET
HIGH CEILING ELEVATION: 28.65 FEET
LOW CEILING ELEVATION: 27.15 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929



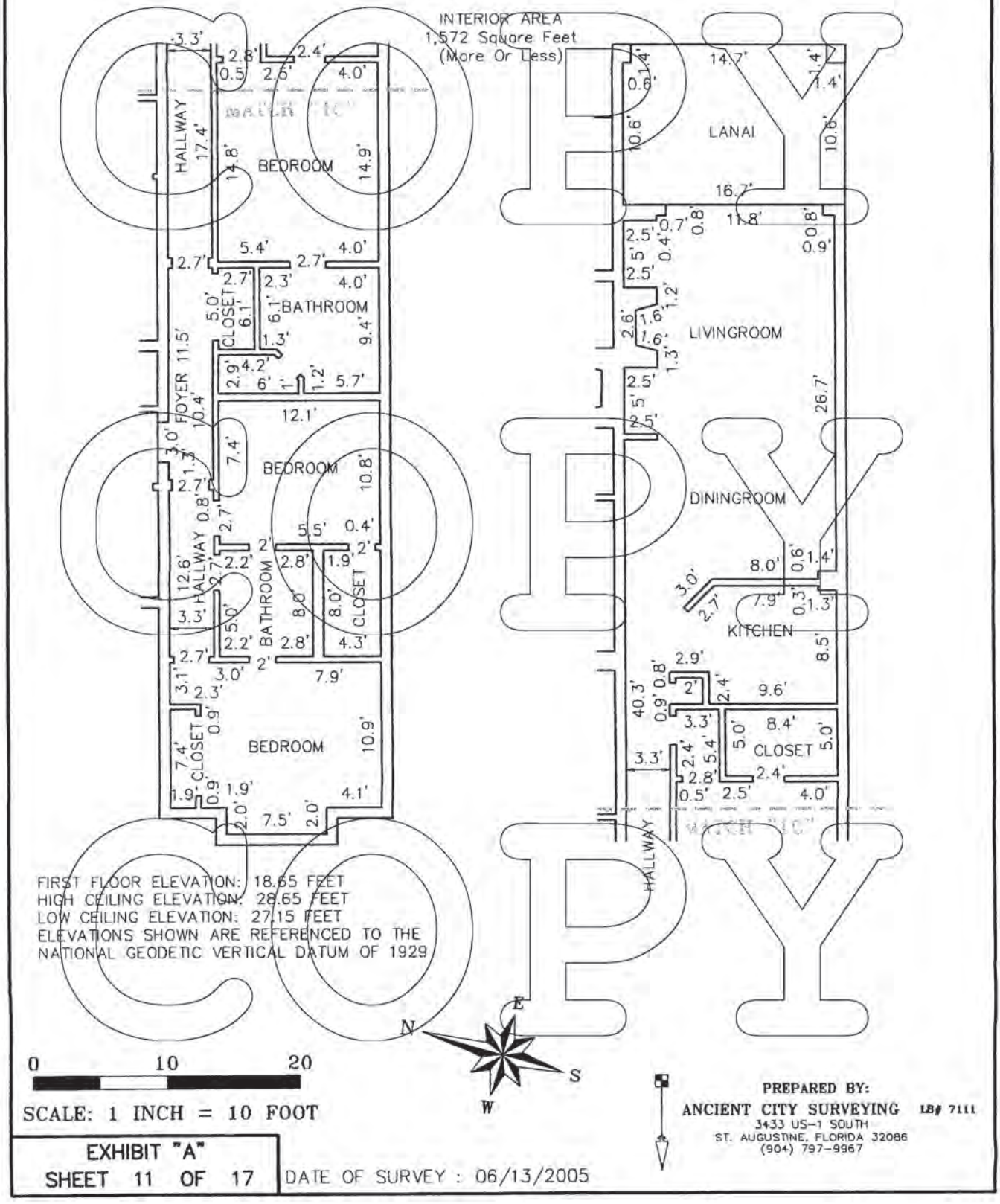
COPY
COPY
COPY

EXHIBIT "A"
SHEET 10 OF 17

DATE OF SURVEY : 06/13/2005

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

SEACREST AT VILANO
A CONDOMINIUM
UNIT 103



COPY

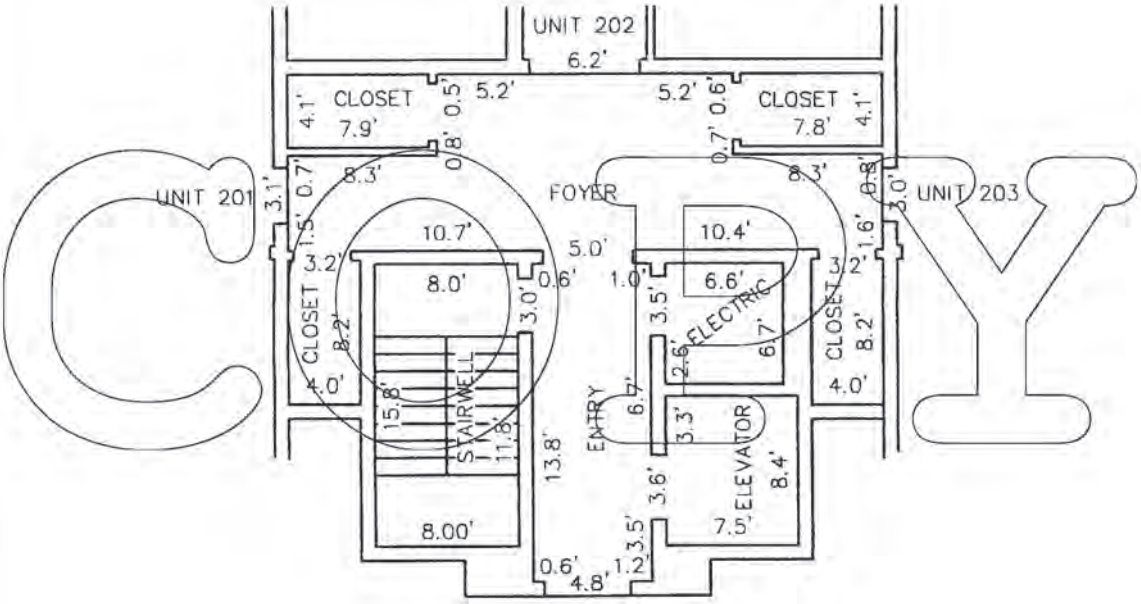
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 11 OF 17

DATE OF SURVEY : 06/13/2005

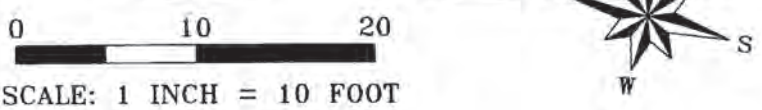
SEACREST AT VILANO
A CONDOMINIUM
SECOND FLOOR COMMON AREA

COPY



SECOND FLOOR ELEVATION: 29.45 FEET
HIGH CEILING ELEVATION: 39.45 FEET
LOW CEILING ELEVATION: 37.95 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

COPY



SCALE: 1 INCH = 10 FOOT

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 12 OF 17

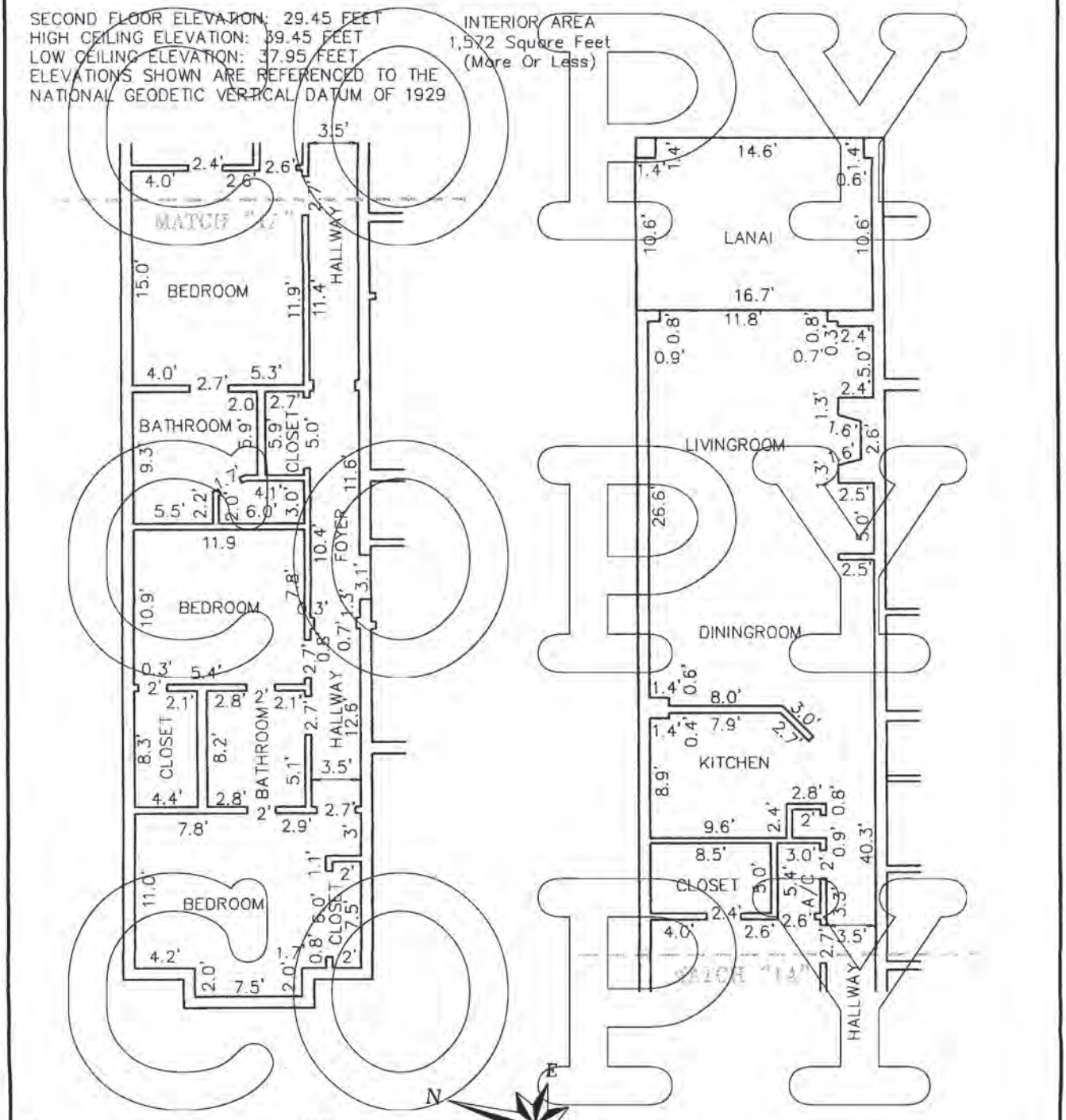
SEACREST AT VILANO

A CONDOMINIUM

UNIT 201

SECOND FLOOR ELEVATION: 29.45 FEET
HIGH CEILING ELEVATION: 39.45 FEET
LOW CEILING ELEVATION: 37.95 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

INTERIOR AREA
1,572 Square Feet
(More Or Less)



0 10 20

SCALE: 1 INCH = 10 FOOT

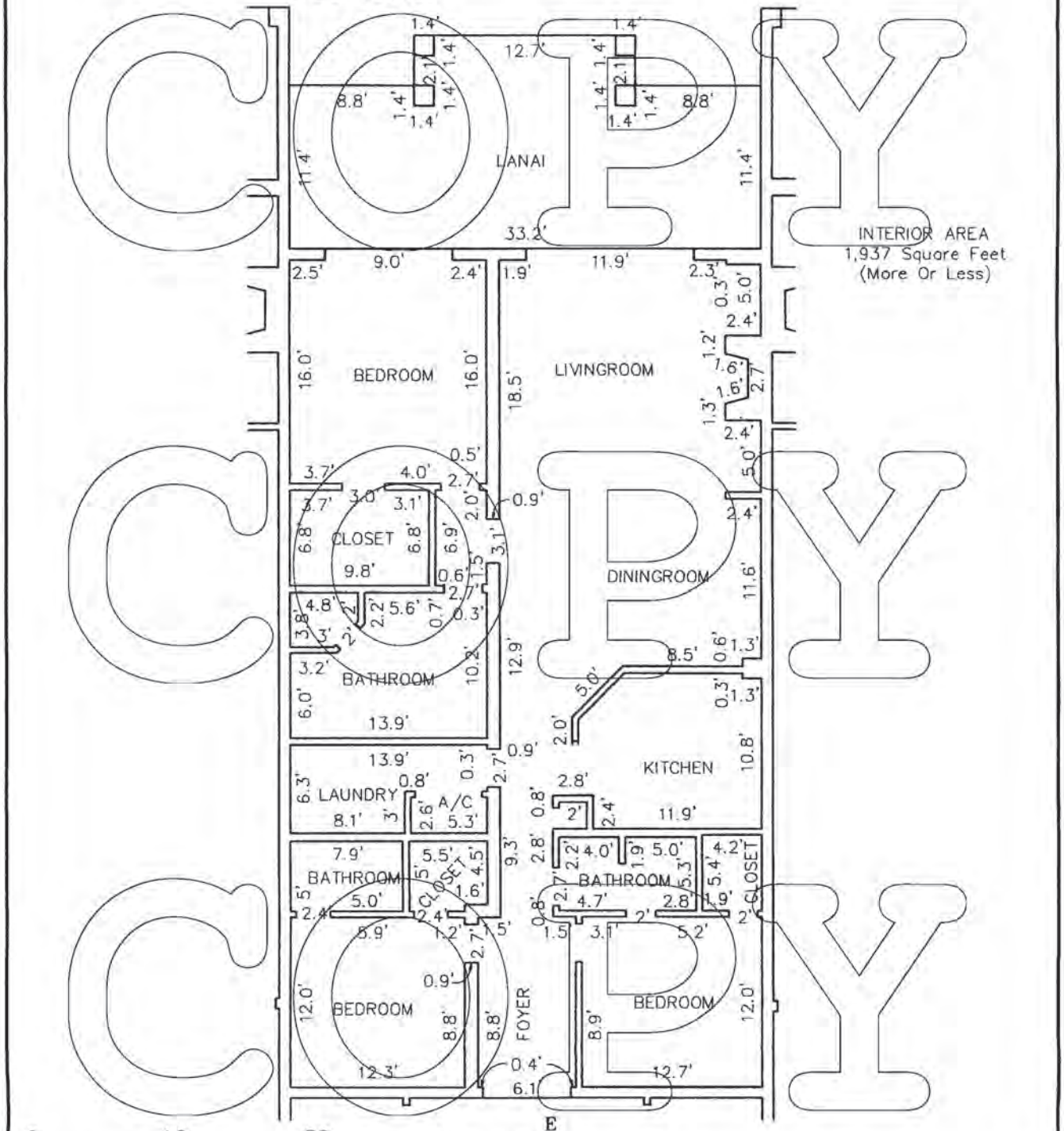
EXHIBIT "A"
SHEET 13 OF 17

DATE OF SURVEY : 06/13/2005

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

SEACREST AT VILANO
A CONDOMINIUM
UNIT 202

SECOND FLOOR ELEVATION: 29.45 FEET
HIGH CEILING ELEVATION: 39.45 FEET
LOW CEILING ELEVATION: 37.95 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929



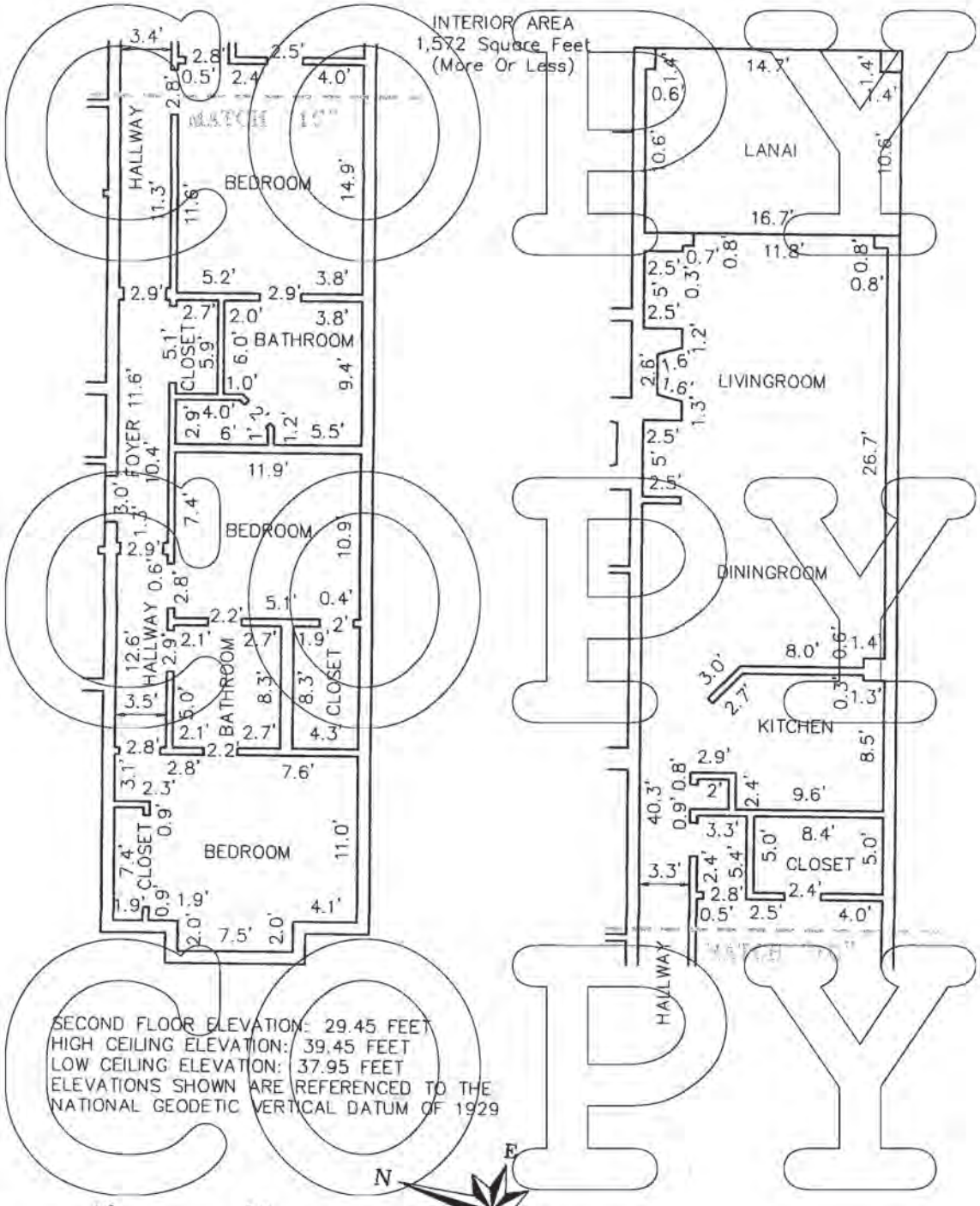
COPY

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 14 OF 17

DATE OF SURVEY : 06/13/2005

SEACREST AT VILANO
A CONDOMINIUM
UNIT 203



COPY

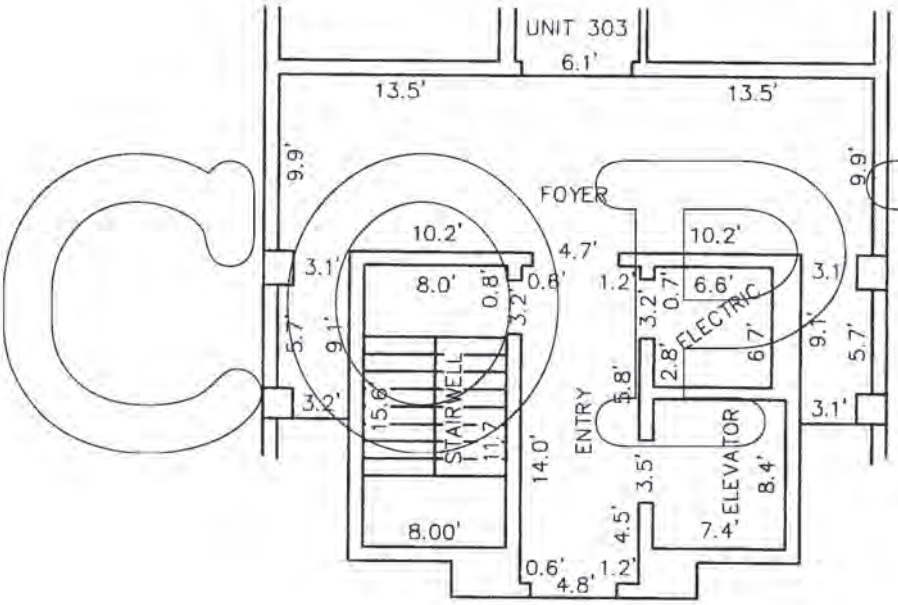
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 15 OF 17

DATE OF SURVEY : 06/13/2005

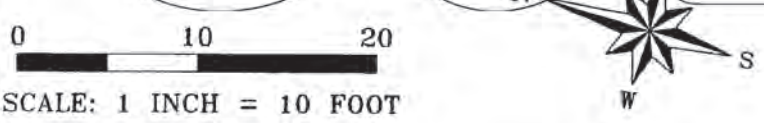
SEACREST AT VILANO
A CONDOMINIUM
THIRD FLOOR COMMON AREA

COPY



THIRD FLOOR ELEVATION: 39.80 FEET
HIGH CEILING ELEVATION: 49.30 FEET
LOW CEILING ELEVATION: 47.50 FEET
TOP OF BUILDING ELEVATION: 58.45 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

COPY



SCALE: 1 INCH = 10 FOOT

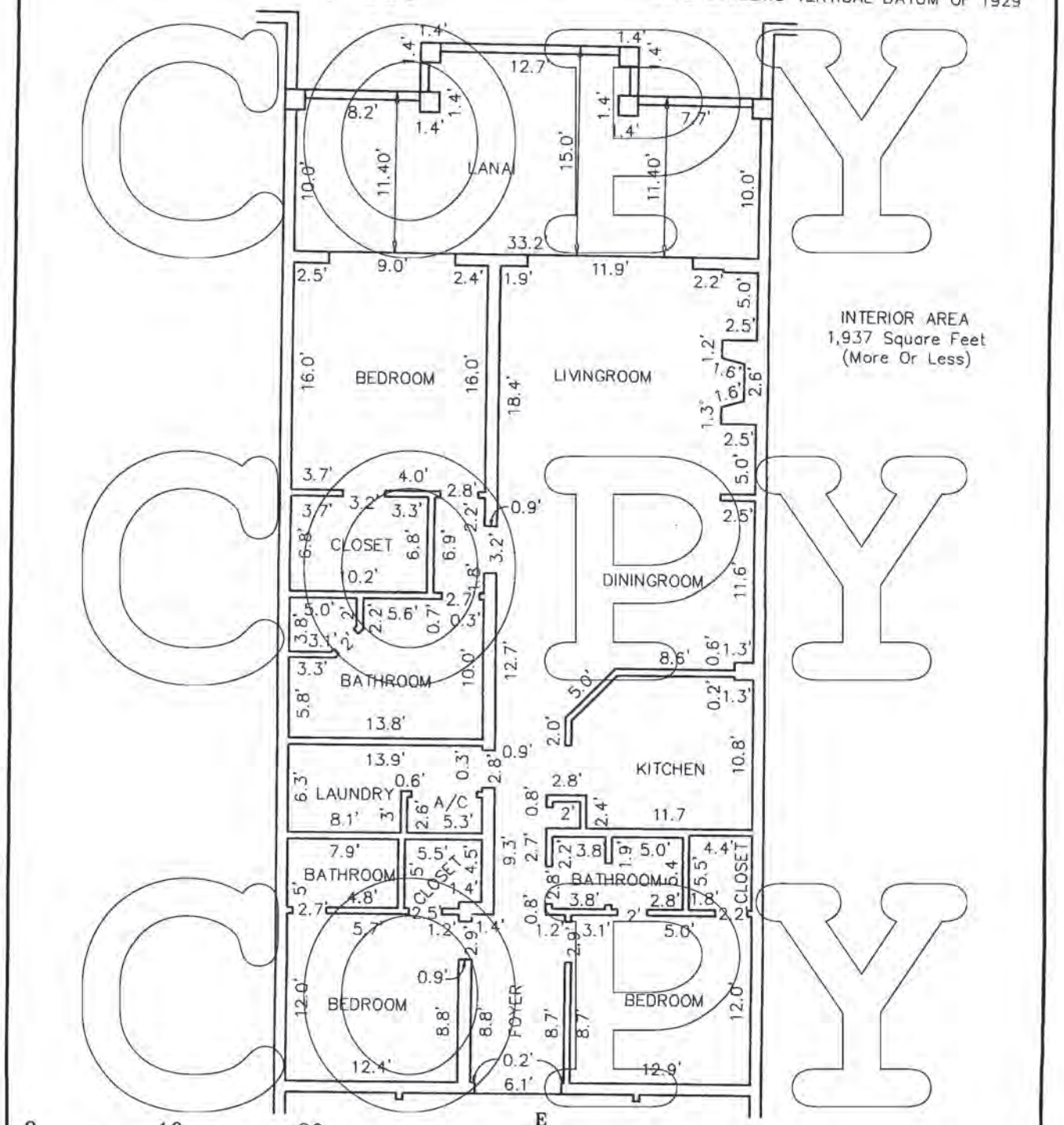
PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 16 OF 17

DATE OF SURVEY : 06/13/2005

SEACREST AT VILANO
A CONDOMINIUM
UNIT 301

THIRD FLOOR ELEVATION: 39.80 FEET
HIGH CEILING ELEVATION: 49.30 FEET
LOW CEILING ELEVATION: 47.50 FEET
ELEVATIONS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929



COPY

PREPARED BY:
ANCIENT CITY SURVEYING LB# 7111
3433 US-1 SOUTH
ST. AUGUSTINE, FLORIDA 32086
(904) 797-9967

EXHIBIT "A"
SHEET 17 OF 17

DATE OF SURVEY : 06/13/2005

EXHIBIT C TO DECLARATION OF CONDOMINIUM FOR SEACREST OF VILANO, a Condominium

1 Building - 4 units **Type A**: 3BR 2BA; 1572 sq. ft.
3 units **Type B**: 3BR 3BA; 1937 sq. ft.

UNIT NUMBER	UNIT TYPE	NUMBER OF BEDROOMS	NUMBER OF BATHS	SHARE IN COMMON ELEMENTS& SURPLUS
101	A	3	2	.12992809323
102	B	3	3	.16009587569
103	A	3	2	.12992809323
201	A	3	2	.12992809323
202	B	3	3	.16009587569
203	A	3	2	.12992809323
301	B	3	3	.16009587569

Total Percentage of Shares in Common Elements/Surplus 100%

COPY