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OF
SACKS-MARTIN PLAZA SOUTH -
A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF
SACKS-MARTIN PLAZA SOUTH
A CONDOMINIUM

O.R. 821 PG 1491

THIS DECLARATION OF CONDOMINIUM made and executed the day of 1989, by Sacks-Martin Construction and Development Corporation, a Florida corporation, as owner of the real property hereinafter described and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assign and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements thereof, to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is SACKS-MARTIN PLAZA SOUTH - A CONDOMINIUM.

1.2 The address of this condominium is 4475 U.S. Highway 1 South, St. Augustine, Florida 32086.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in St. Johns County, Florida, as described in Exhibit A, attached hereto and made a part hereof, which shall hereinafter be referred to as "the Land". Said land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.4 All provisions of this Declaration shall be construed to be perpetual covenants running with the land and every part thereof and interest therein, and every condominium parcel owner and claimant of the land, or any part thereof, or interest therein, his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of said Declaration, unless same shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and Rules and Regulations of Sacks-Martin Plaza South - A Condominium, shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a unit owner.

2.2 "Association" means the corporate entity responsible for administration of the Association.

2.3 "Board of Administration" means the board of directors or other representative body responsible for administration of the association.

2.4 "By-Laws" means the by-laws of the Association existing from time to time.

2.5 "Common Elements" include within its meaning the following:

2.5.1 The condominium property which is not included within the units.

2.5.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.5.3 An easement of support in every portion of a unit which contributes to the support of a building.

2.5.4 The property and installation required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

2.5.5 Easements for maintenance of common elements.

2.6 "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

2.7 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over common expenses.

2.8 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is composed of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.9 "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.10 "Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 "Developer" means the entity which creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his owner occupancy. The Developer of the condominium is Sacks-Martin Construction and Development Corporation.

2.13 "Institutional Mortgage" is the owner and holder of mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, FNMA, FHLMC, wholesale financial institution, real estate or mortgage investment trust, federal or state agency, the Developer or any other person.

2.14 "Limited Common Elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

2.15 "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

2.16 "Unit" means a part of the condominium property which is subject to exclusive ownership.

2.17 "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel.

2.18 "Utility Services" as used in Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

2.19 "Nuisance" Anything that unlawfully hurts, inconveniences or damages. Wrongs that arise from the unreasonable, unwarrantable or unlawful use by a person of his own property, either real or personal, or from his own improper, indecent or unlawful personal conduct. Working an obstruction of or injury to the right of another or of the public and producing such material annoyance, inconvenience, discomfort or hurt that the law will presume a consequent damage. Anything that is injurious to health or is indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property or unlawfully obstructs the free passage of any public street or highway.

3. DEVELOPMENT PLANS

3.1 Improvements

3.1.1 The building constructed on the land consists of one (1) building, divided into six (6) - 500 square foot units and one (1) - 3317 square foot unit, which 3317 square foot unit shall for all intents and purposes be considered to be throughout this Declaration and any supplemental documents to be equivalent to 3000 square feet

and having the rights, privileges, responsibilities, obligations and liabilities of six (6) - 500 square foot units. Phase one shall then be considered to be a total of 6000 square feet. The Units shall be identified as specified on the floor plan Exhibit I.

Attached hereto and made a part hereof as Exhibits B, C and I are the survey and site plan and floor plans, respectively, including their identifying letters, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single unit, the unit plans as described in Exhibits B, C and I may not reflect the interior plans of the combined units, but the exterior boundaries of the combined units remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

3.1.3 This is to be a phase condominium which shall consist of three phases. Timeshare estates are not intended to be created by this Declaration. The time period for addition of phases shall be the maximum time allowed under Section 718.403 regarding phase condominiums. The location of the proposed buildings and improvements shall be as indicated on Exhibit C. The first phase shall be constructed upon a 100% pre-sold basis.

The first phase shall consist of a building housing six (6) - 500 square foot units and one (1) 3000 square foot unit for a total square footage of 6000 feet.

The second phase shall consist of three buildings with twenty-eight (28) - 500 square foot units with a total square footage of 14,000 feet.

The third phase shall consist of three buildings with thirty-four (34) - 500 square foot units with a total square footage of 17,000 feet. There will be no impact upon the first phase by the construction and completion of phases two and three in that this is an office condominium which will include requisite parking facilities and landscaping for each phase.

3.1.4 Improvements upon the property shall include within the three phases seven buildings containing sixty-eight (68) - 500 square foot units and one (1) 3000 square foot unit, requisite parking facilities for said units. Phase I shall have 49 parking spaces; Phase II shall have 89 parking spaces; and Phase III shall have 54 parking spaces (see Exhibit C for location of the requisite parking spaces), a 25,000 square foot retention pond, a 96 square foot marquee sign, and assorted landscaping.

The common elements ownership in percentage terms shall correspond to the total square footage purchased as per unit. Phase one consists of 6000 square feet containing six (6) - 500 square foot units and one (1) 3000 square foot unit. Phase two consists of 14,000 square feet containing twenty-eight (28) - 500 square foot units. The third phase consists of 17,000 square feet containing thirty-four (34) - 500 square foot units. There shall be no recreational areas or facilities within the condominium.

3.2 SITE PLAN

A survey and site plan of the lands comprising the condominium and locating the improvements constructed thereon are attached hereto as Exhibits B and C.

3.3 UNIT PLANS

The development plans of the condominium, which contain a survey, site plan, elevations and floor plans, are attached hereto consist of the identifying letter of such unit as shown on Exhibit I. Every deed, lease, mortgage or other instrument may legally describe a unit and/or condominium parcel by its identifying number and letter as provided for on the attached Exhibit I and each and every description shall be deemed good and sufficient for all purposes.

4. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for the common elements.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements, and a joint mutual easement for that purpose is hereby created. Each unit owner shall take title to his unit subject to the following perpetual and assignable easements reserved by developer: The 25,000 square foot retention pond; requisite parking facilities for building requirements; assorted landscaping; and 96 foot marquee.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title to each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

Each owner of a unit in the condominium shall own in fee simple absolute an undivided interest in the common elements. The percentage of ownership in phase one shall be determined on square footage basis of the number of units owned. Phase one consists of six (6) - 500 square foot units and one (1) 3000 square foot unit of which there are two outside units and five inside units. The inside units are numbered 2, 3, 4, 5, and 100, and the outside units are numbered 1 and 6. The interest of each unit numbered 1 through 6 shall be 1/12th and the interest of unit number 100 shall be 6/12ths.

Upon the completion of phase two which shall consist of twenty-eight (28) additional units for a total in phases one and two of thirty-five (35) units. The interest, at that time, of each unit numbered 1 through 34 shall be 1/40th and the interest of unit number 100 shall be 6/40ths.

Upon the completion of phase three which shall consist of thirty-four (34) additional units for a total in phases one, two, and three of sixty-nine (69) units. The interest, at that time, of each unit

numbered 1 through 68 shall be 1/74th and the interest of unit number 100 shall be 6/74ths.

B. COMMON EXPENSE AND COMMON SURPLUS

Any common expense of the Association shall be borne by each of the unit owners in the same proportion as their percentage liability for common expenses.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 By The Association. The Association shall maintain, repair and replace at the Association's expense:

9.1.1(A) All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the building and all fixtures on its exterior, those portions of boundary walls not a part of a unit, floor and ceiling slabs, load-bearing columns and load-bearing walls.

9.1.1(B) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

9.1.1(C) All incidental damage caused to a unit by such work immediately above described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner. The responsibility of the unit owner shall be as follows:

9.1.2(A) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall maintain and be responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors, and all air conditioning and heating equipment, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

9.1.2(B) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorations and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

9.1.2(C) Where applicable, to maintain and to keep in a neat and trim condition, the floor and interior walls.

9.1.2(D) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2(E) Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

9.1.2(F) Any officer of the Association or any agent of the Board of Administration shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

9.1.2(G) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

9.1.3 Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any

additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without obtaining approval, in writing, of owners of 51% of all units in the building in which the changes are to be made, and approval of the Board of Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

9.2 Common elements

9.2.1 By the Association. The maintenance and operation of the limited common elements and common elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities, shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement. There shall be no alteration or further improvement of the real property constituting the common elements contemplated by this Declaration without prior approval, in writing, by not less than two-thirds (2/3rds) of the members of the Association, if the cost of same shall be a common expense which exceeds in cumulative expenditure for the calendar year the sum of \$600.00. Any such alteration or improvement shall not interfere with the rights of any unit owner without their written consent.

9.2.3 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3 Enforcements of Maintenance

In the event the owner of a unit fails to maintain a unit as required above, the Association and the Developer shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to access the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

10.1.1 Each of said units may be used only as a professional or business office, provided, uses allowed under the Commercial General and Commercial Neighborhood classifications of the St. Johns County Zoning Code, as applied to this planned special development, may be permitted upon the approval of three-fifths (3/5ths) of the members of the Association. No unit may be occupied as a residence by an owner.

10.1.2 Any unit owner or owners shall have the right to divide or combine units owned by such unit owner or owners as long as the interest in the common elements and the liability for common expenses appurtenant to such unit (s) shall equal in total the interest in the common elements and the liability for common expenses applicable to the unit or units divided or combined prior to said division or combination.

Any such division or combination shall require the written consent of the Board of Administration and shall be in compliance with all governmental laws, codes, ordinances and regulations. The cost of any division or combination shall be the responsibility of the unit owner or owners of the units being divided or combined.

Any such division or combination shall become effective upon the recording in the St. Johns County Public Records of an amendment to this Declaration executed by the owners of the units so divided or combined. Such amendment shall contain floor plans of the unit or units divided or combined.

10.2 Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances

No nuisance shall be allowed on the condominium property nor any use or practice which is the source of annoyance to unit owners or which interferes with the use of the property by its owners. All parts of the property shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the common areas of the condominium property.

10.4 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. It is hereby deemed the responsibility of each unit owner as well as the Association to notify the president, or acting leader of the Association of any violation of this or any other rule or regulation of the Declaration. The responsibility of meeting the requirements of governmental bodies which requires maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs

All unit owners will retain the right to display signage above their individual unit (s). No signs shall be displayed from a unit or on common elements within one (1) year from the date a certificate of occupancy for the condominium building is issued, or until development is sold-out, except such signs as shall have written approval by the Developer. Thereafter, no signs shall be displayed from a unit or on common elements except such signs as shall have written approval by the Association Board of Directors or their assigns.

10.6 Condominium Sign

The Developer (and then the Association) shall maintain a common condominium sign on the condominium property adjacent to U.S. Highway 1. This sign will advertise the development and therefor benefit all unit owners.

10.7 Rules and Regulations

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners upon request.

11. MORTGAGING OF UNITS

11.1 Approval

A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as defined herein. Provided, if a unit owner takes back a purchase money mortgage, the approval of the Association shall not be required.

11.2 Notice of Lien or Suit

11.2.1 Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien. In the case mortgages, taxes and special assessments notice shall be given to the Association within 30 (thirty) days after the filing of the lien.

11.2.2 Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect title to his unit within five (5) days after the unit owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12. LEASING OF UNITS

12.1 Approval

A unit owner may not lease or ~~rent~~ his unit, nor any interest therein, without the approval of the ~~lessee, by the Association as~~

Association

all leases shall be in writing and shall require the fee to be paid by the Association shall not however, unreasonably exceed the rules and regulations set forth in this Declaration.

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13. PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces:

13.1 Use of Parking Spaces

Parking spaces will be for the use of unit owners, lessee's, their customers and employees. No unit owner, lessee's, his customers and employees may use more than one-fifth (1/5th) of the total number of parking spaces during the hours of 9:00 AM and 4:00 PM daily. Upon complaints of disregard of this rule by any owner or business within the condominium the Association or their duly appointed agent will monitor the parking facilities. If the Association or their agent feels the owner or business shows continued disregard for this rule and the rights of the other owners, businesses, and members of the association, they must issue notice of violation to the owner of the unit and the business found in violation. If after due notice is given this violation continues to occur it will be within the rights to suspend the voting rights of said owner for a period of 30 days or until the violation is remedied.

14. EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their property and united use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

14.1 Utilities

As may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed unless approved, in writing, by the unit owner.

14.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, and for vehicular traffic over and across all parking areas, streets and rights of way, serving units of the condominium as part of the common elements and providing access to streets and other public ways of St. Johns County as the same may from time to time exist.

14.3 Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

14.4 Perpetual Non-Exclusive Easement in Common Elements

The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their customers, invitees, and employees for all and proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

14.5 Right of Entry into Units in Emergencies

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Administration, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate; and to facilitate entry in the event of any such emergency, the owner of each unit, shall deposit, under the control of the Association, a key to such unit.

14.6 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit or the duly constituted and authorized agent of the Association, shall permit entrance to such unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

14.7 Easement for Unintentional and Non-Negligent Encroachment
 In the event that any unit shall encroach upon any of the common elements for any reason not caused by purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist. In the event that any portion of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

14.8 Air Space
 An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

14.9 Easements or Encroachments
 Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

14.10 Easement for Overhangs
 Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the condominium units or any of them.

14.11 Easement for Air Space of Common Elements
 An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on common elements of the condominium but exclusively serving and individually owned unit, as the same exists in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

14.12 Easement for Ingress and Egress
 Every unit owner, their customers, invitees and employees, shall have a non-exclusive easement for ingress and egress, over and across all drives and rights of way serving units of the Condominium as part of the Common Elements and providing access to streets and other public ways of St. Johns County, as same may from time to time exist.

15. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as the Sacks-Martin Plaza South - A Condominium, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

15.1 Articles of Incorporation
 A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D.

15.2 By-Laws
 The By-Laws of the Association shall be the By-Laws on the condominium, a copy of which is attached hereto as Exhibit "E".

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

15.4 Restraint Upon Assignment of Shares in Assets
 The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

15.5 Membership
 The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership. Membership shall be established by acquisition of

ownership of fee title to, or fee interest in, a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration, and by the recordation among the Public Records of St. Johns County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

15.6 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit. A unit being 500 square feet increasing in 500 square foot increments.

16. Insurance

The insurance, which shall be carried upon the condominium property and the property of the unit owners, shall be governed by the following provisions:

16.1 Authority to Purchase

All liability insurance policies upon the common areas of the condominium property, and the condominium structure shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgage endorsements to the mortgagees of unit owners. The association agrees to purchase coverage with the minimum limits of not less than \$500,000.00 for injury or death of one person in one accident or occurrence and in the amount of not less than \$1,000,000.00 for injury or death of more than one person in any one accident or occurrence, and \$100,000.00 property damage. The Owner or lessee hereby agrees to carry with minimum limits of not less than \$100,000.00 with an insurance carrier (rated A+, AAA, or better) fire and extended coverage on all improvements. Owner or lessee shall deliver to the Association a certificate of such insurance upon demand.

If required by the mortgage who owns a majority of the loans on said units, such insurance policies shall provide that payments for losses thereunder by the insurer shall be made to an insurance trustee, and all policies and endorsements shall be deposited with such trustee. In the event an insurance trustee is so required, an Insurance Trustee Agreement shall be executed by the Association that is satisfactory to the insurance trustee and said mortgagee. The Board of Administration shall designate a Florida bank or trust company with trust powers to act as insurance trustee.

16.2 Coverage

16.2.1 Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Administration, and all such insurance must be obtained, if possible, from the same company, such coverage shall provide protection against:

16.2.1(A) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood disaster insurance, if the condominium property is located in a flood zone.

16.2.1(B) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

16.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Administration with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

16.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

16.2.4 Association Insurance. Such other insurance as the Board of Administration, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owner, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

16.3 Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

16.4 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to an insurance trustee designated by the Association as provided herein. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

16.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the units being 500 square feet and increasing in increments of 500 square foot, the shares of each unit owner being the same as his share in the common elements, as same are herein above stated.

16.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

16.4.2(A) Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

16.4.2(B) Total Destruction. When the building is not to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

16.5 Distribution of Proceeds

Proceeds of insurance policies received by the Board of Administration shall be distributed to, or for the benefit of, the beneficial owner in the following manner:

16.5.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners, a unit being 500 square feet and increasing in increments of 500 square feet, and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

16.5.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

16.5.3 Association as Agent. The Association is hereby irrevocably appointed agent for each unit to adjunct all claims arising under insurance policies purchased by the Association.

16.5.4 Unit Owner's Obligations. Each unit owner shall be obligated to purchase public liability insurance to protect himself against claims due to accidents within his unit, and casualty insurance on the floor coverings, wall coverings or ceiling coverings and contents within said unit. Each unit owner shall file with the Board of Administration a copy of his individual unit policy which must be kept current and in good standing at all times.

All such insurance policies issued to individual unit owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same policy without rights of subrogation against the Association.

17. RECONSTRUCTION OR REPAIR AFTER CASUALTY**17.1 Determination to Reconstruct or Repair**

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

17.1.1 Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

17.1.2 Condominium Building

17.1.2(A) Lesser Damage. If the damaged improvement is a part of the condominium building, and if units to which fifty percent (50%) of the common elements are appurtenant is found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless, within sixty (60) days after the casualty, it is determined in the manner elsewhere provided that the condominium shall be terminated.

17.1.2(B) Major Damage. If the damaged improvement is part of the condominium building, and if units to which more than fifty percent (50%) of the common elements are appurtenant, is found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless, within sixty (60) days after the casualty, the owners of sixty percent (60%) of the common elements agree, in writing, to such reconstruction or repair.

17.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits or, if not, then according to plans and specifications approved by the Board or Administration, and if the damaged property is the condominium building, by the owners of not less than sixty percent (60%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

17.3 Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction and/or repair after casualty shall be that of the Association.

17.4 Estimates of Costs.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to repair or rebuild.

17.5 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

17.6 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

17.6.1 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Association or Insurance Trustee to the unit owner, or, if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

17.6.1(A) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand and No/100 Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of 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.

17.6.1(B) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand and No/100 Dollars (\$5,000.00), Then the construction fund shall be

disbursed in payment of such costs in the manner required by the Board of Administration and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

17.6.1(C) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

18. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Administration pursuant to the By-Laws and subject to the following provisions:

18.1 Share of the Common Expenses

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, as set forth in paragraph 8 hereof. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

18.2 Non-Waiver

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

18.3 Interest, Application of Payments

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

18.4 Lien for Assessments

The Association shall have a lien on each condominium parcel for any unpaid assessments, and all interest due thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees and all costs incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

18.5 Collection and Foreclosure.

The Board of Administration may take such action as it deems necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be enforced and foreclosed in the manner provided for by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant.

18.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment.

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record obtains title to a condominium parcel by purchase at the public sale resulting from said first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienor, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquiror of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all of the unit owners, including such acquiror of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner, by virtue of the acquiring of such title, shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder; however, any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record, or as a result of a deed given in lieu of foreclosure of a first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owed by the former owner have been paid.

18.7 Assignment of Claim and Lien Rights

The Association, acting through its Board Administration, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

18.8 Unpaid Assessments - Certificate

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

19. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association to the following relief in addition to the remedies provided by the Condominium Act.

19.1 Complaint/Violation

If at any time the Association or other unit owners feel there is a failure to comply with the rules and regulations of the Condominium it will be within their rights to file a formal complaint to the Board of Directors of the Condominium Association outlining the violation. Upon receipt of the complaint the Board of Directors will notify the owner of the unit, as well as the business (if different parties), of the charge of violation. The Board of Directors will then call a special meeting between the two parties or their agents in order to verify the legitimacy of the violation. If the complaint is found to be legitimate the owner will have 15 days to correct the violation. If the owner wishes to contest the decision of the Board of Directors the charge will be brought before the Association for voting at the next general meeting, both sides will have the opportunity to present their statements, after which, the general Association must vote with 51% of those present in order to settle the complaint. If the complaint is found to be valid the owner will have 15 days to correct

the violation. If the owner wishes to continue to contest the charge, attorney's for the owner and the Association will be contacted.

19.2 Costs and Attorney's Fees

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

19.3 No Waiver of Rights

The failure of the Association to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

20. AMENDMENT OF DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

20.1 Notice

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

20.2 Resolution of Adoption

A resolution adopting an amendment may be proposed by either the Board of Administration or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except where elsewhere provided, such approvals must be by:

20.2.1 No less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Board of Administration and by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

20.3 Resolution of Adoption for Errors or Omissions Note
Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto or amendment hereto, as follows:

20.3.1 No less than fifty percent (50%) of the votes of the entire membership of the Board of Administration and by no less than fifty percent (50%) of the votes of the entire membership of the Association.

20.3.2 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of unit owners.

20.3.3 Until the Developer has sold and conveyed all of the units in the condominium, held for sale by Developer in the normal course of business, any amendment adopted pursuant to this paragraph 20.3 must be approved and consented to by the Developer.

20.4 Proviso

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances, or increase the owner's share of the common expenses, except as herein above provided, unless the owner of the unit concerned, and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor the section entitled "Reconstruction or Repair After Casualty", unless the record owners all mortgagees upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

20.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the

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formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded among the Public Records of St. Johns County, Florida.

20.6 Amendments

The section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

21. DEVELOPER'S UNITS AND PRIVILEGES.

21.1 Ownership

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer, until all of the units held by Developer for sale in the normal course of business, have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer, provided the use restrictions of paragraph 10 are complied with. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common elements, and show units. Any sales office, signs, fixtures or furnishings, or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

21.1.1 The developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances of phase one of this condominium project. The developer, at the time of filing of this Declaration, is the owner of the real property of the proposed phases two and three of this condominium project. In the event that the developer at its discretion determines to develop phases II and/or III, the phasing will take place as per developer plans and phased condominium requirements. Therefore, the percentage of ownership of the common elements in the entire phased project at the time of the development of phases II and/or III will be determined by the ownership of individual units (by square footage). At the option of the developer phases two and three may not be constructed, and the real property shall remain owned by the developer. The developer shall then determine solely at its discretion the use and/or development of said real property.

21.1.2 At the Developers discretion Phases II and/or III may not be added to the Condominium Declaration and therefore will not be submitted to condo ownership.

21.1.3 The Developer may choose not to proceed with the Phased Development of the Condominium (Phases II and/or III) in which case Phase I by present delineation would therefore consist of the entire condominium and no longer be considered a phased condominium.

21.1.4 In that event the condominium would consist of a single building containing six (6) - 500 square foot units and one (1) 3000 square foot unit and 49 parking spaces, assorted landscaping and a 96 foot marquee sign as common areas.

21.1.5 The single building condominium of six (6) - 500 square foot units and one (1) 3000 square foot unit would then be operated under the submitted Condominium documents herein, but would no longer be subject to phased condominium requirements.

21.2 Payment of Common Expenses
The Developer shall not be required to pay the share of the common expenses and assessments related to units owned by the Developer in the Condominium, provided, during said period, the Developer guarantees to other unit owners that the assessment for the common expenses of the Condominium imposed upon unit owners shall not increase over a stated dollar amount, and (n) any amount of common expenses incurred during said period and not paid for with monthly assessments received from other unit owners, shall be paid by the Developer when due.

21.3 Amendment

Notwithstanding anything contained herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in Sacks-Martin Plaza South,

Office Condominium, a Condominium held by Developer for sale in the normal course of business.

22. TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction

In the event that it is determined in the manner elsewhere provided, that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

22.2 Agreement

The condominium may be terminated by the approval, in writing, of all of the owners of the units therein and by all record owners of mortgages thereon.

22.3 Certificate

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

22.4 Shares of Owners After Termination

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens 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 owners' units prior to termination.

22.5 Amendments

This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

23. SEVERABILITY AND INVALIDITY

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 of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but, instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

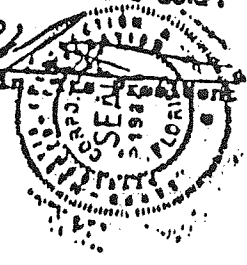
24. INTERPRETATION.

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with Chapter 710, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, SACKS-MARTIN CONSTRUCTION AND DEVELOPMENT CORPORATION, has caused this Declaration of Condominium to be executed in its name, by its President, and its corporate seal hereunto affixed, this 31st day of May, 1989.

WITNESS:
Shelley Bayley
Dorothy Bennett

SACKS-MARTIN
CONSTRUCTION & DEVELOPMENT CORP.
By: Keith C. Martin
President

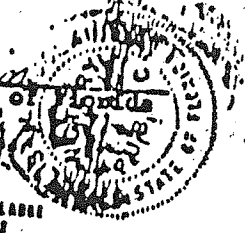


STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that on this day before me, the undersigned authority, personally appeared Keith C. Martin as President of SACKS-MARTIN CONSTRUCTION AND DEVELOPMENT CORPORATION, a Florida corporation, known to me to be the person described in and who executed the foregoing Declaration of Condominium as such officer, and he acknowledged before me that he executed the same for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of May, 1989.

Alisa L. McChinn
Notary Public, State of Florida
My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 18, 1992
BORNED THRO' AGENT'S NOTARY BOOKPAGE



- EXHIBIT A
LEGAL DESCRIPTION OF PHASE I
- EXHIBIT B
SURVEY OF PHASE I
- EXHIBIT C
SITE PLAN
- EXHIBIT D
ARTICLES OF INCORPORATION
OF ASSOCIATION
- EXHIBIT E
BY-LAWS
OF ASSOCIATION
- EXHIBIT F
(Intentionally omitted)
- EXHIBIT G
LEGAL DESCRIPTION OF PHASES I, II AND III OF
PROSPECTIVE PHASED CONDOMINIUM
- EXHIBIT H
SURVEY OF PHASES I, II AND III OF
PROSPECTIVE PHASED CONDOMINIUM
- EXHIBIT I
FLOOR PLAN

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JOINDER IN DECLARATION OF CONDOMINIUM

First Federal Savings and Loan Association,
at it is the owner of certain mortgage liens on the
described in Exhibit A to this Declaration and hereby
is execution of the foregoing Declaration for the
subordinating its mortgage liens to the terms,
and obligations of this Declaration.
this 1st day of June, 1989.

SECURITY FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION
BY: [Signature]
Vice President
ATTEST: [Signature]
Assistant Secretary

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by
INDA F. ALEXON and DEBORAH A. OLEKSA, as
Vice-President and Assistant Secretary respectively of
Security First Federal Savings and Loan Association, on behalf of
the corporation.

Dated this 1st day of June, 1989.

[Signature]
Notary Public, State of Florida
at large
My commission expires [Date]

PHASE I:

A part of Government Lot 5, Section 18, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Beginning we locate monument at the intersection of the West right-of-way line of U.S. Highway No. 1 (SR No. 5) and the North line of said Section 18; thence South 51°46'07" West along the West line of Section 18, 241.28 feet to the Northeast corner of Government Lot 5; thence South 01°02'34" East along East 51.51 feet; thence North 09°21'45" West, 143.00 feet; thence North 31°38'12" East, 93.55 feet; thence North 36°38'17" East, 172.00 feet; North 81°39'12" East, 52.00 feet to said West right-of-way line; thence South 08°21'48" West along said West line 465.00 feet to the Point of Beginning. Said Phase I contains 1.84 acres.

MAP SHOWING SURVEY OF
SACKS - MARTIN PLAZA SOUTH
 A CONDOMINIUM.

SHEET 2 OF 3

A PART OF GOVERNMENT LOTS 4 AND 9, SECTION 18,
 TOWNSHIP 8 SOUTH, RANGE 30 EAST, 5TH JMWES
 COUNTY, FLORIDA.

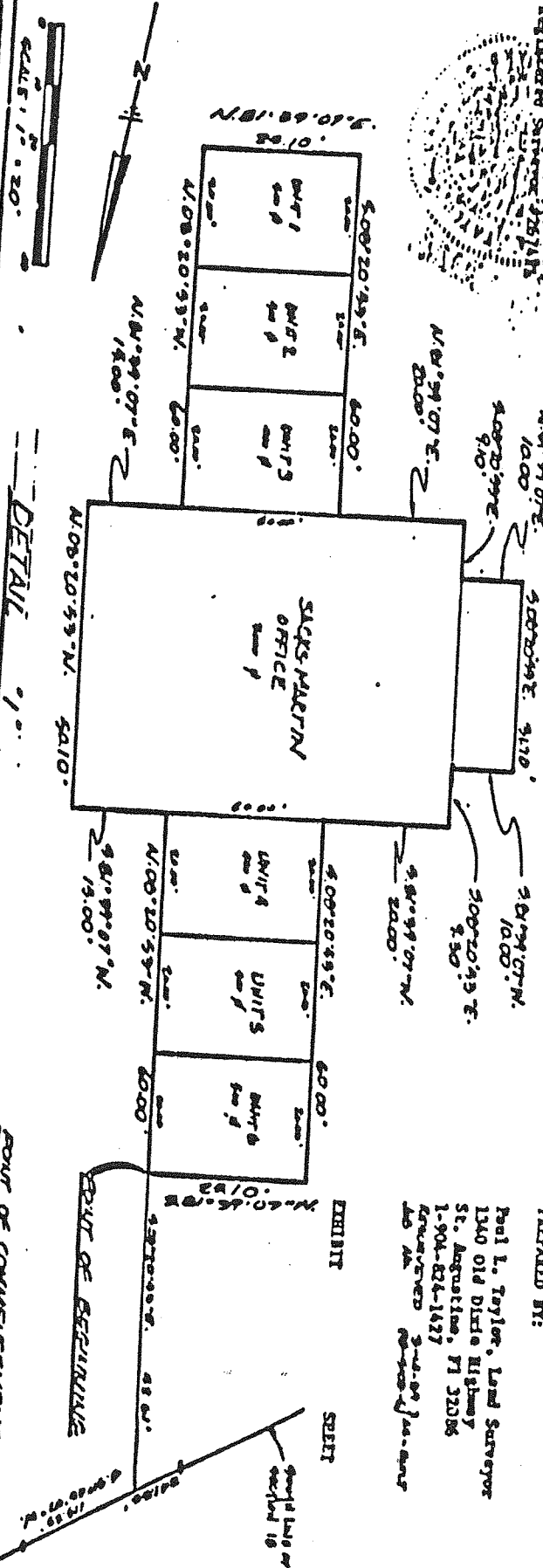
STATEMENT'S CERTIFICATE

The undersigned, Paul L. Taylor, a registered land surveyor authorized to practice in the State of Florida hereby certifies with respect to Sacks-Martin Plaza South, a Condominium that, as of the date hereof the construction of all buildings of the condominium is completed. The Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit located in aforesaid building (s) can be determined from these materials.

Signed this 24 day of May, 1989, A.D.

Paul L. Taylor
 Registered Surveyor 32874M

PREPARED BY:
 Paul L. Taylor, Land Surveyor
 1240 Old Dixie Highway
 St. Augustine, FL 32086
 1-904-824-1427
 Approved 3-24-89 [Signature]



POINT OF COMMENCEMENT
 BEING THE INTERSECTION OF THE
 EAST LINE OF SECTION 18 WITH THE
 EAST LINE OF THE LOT 4 AND 9.

EXHIBIT B - DETAIL 1 O.R. 821 P8 1512

MAP SHOWING SURVEY OF SACKS - MARTIN PLAZA SOUTH A CONDOMINIUM.

A PLAN OF GOVERNMENT LOTS 5 AND 9, SECTION 10, 18,
TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS
COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

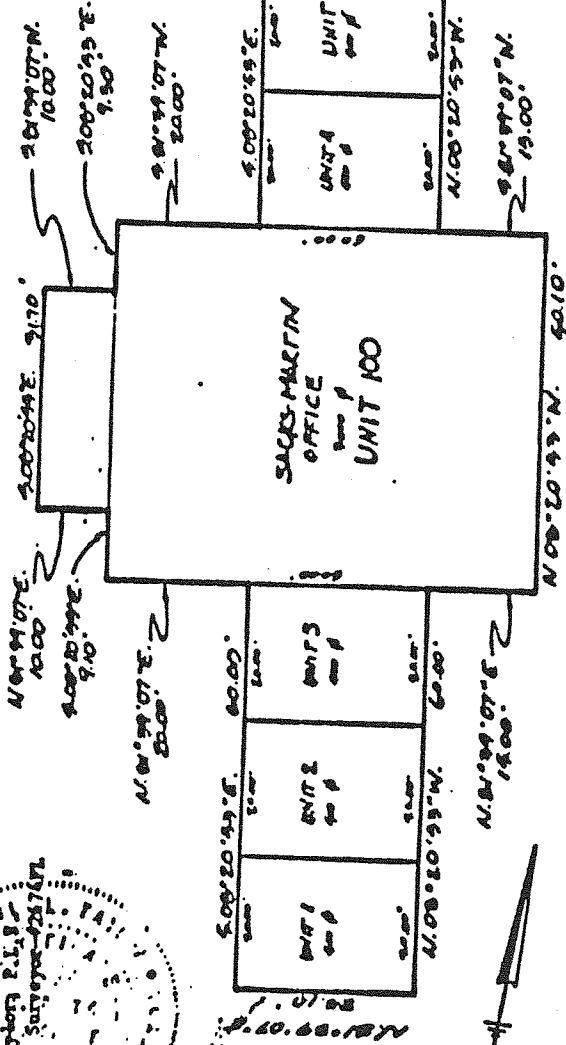
The undersigned, Paul L. Taylor, a registered land surveyor authorized to practice in the State of Florida hereby certifies with respect to Sacks-Martin Plaza South, A Condominium that, as of the date hereof the construction of all buildings of the condominium is completed, including structures and detention areas all as shown on Exhibit of the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit located in aforesaid building (s) can be determined from these materials.

Signed this 24 day of May, 1989 A.D.

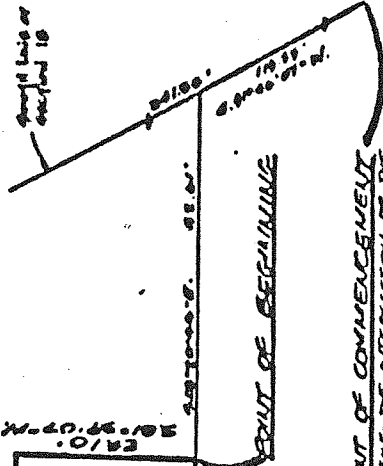
P. L. Taylor
Paul L. Taylor P.L.S.
Registered Surveyor 225767

PREPARED BY:

Paul L. Taylor, Land Surveyor
1340 Old Dixie Highway
St. Augustine, FL 32086
1-904-824-1427
EXHIBIT B - 24-89
JLT

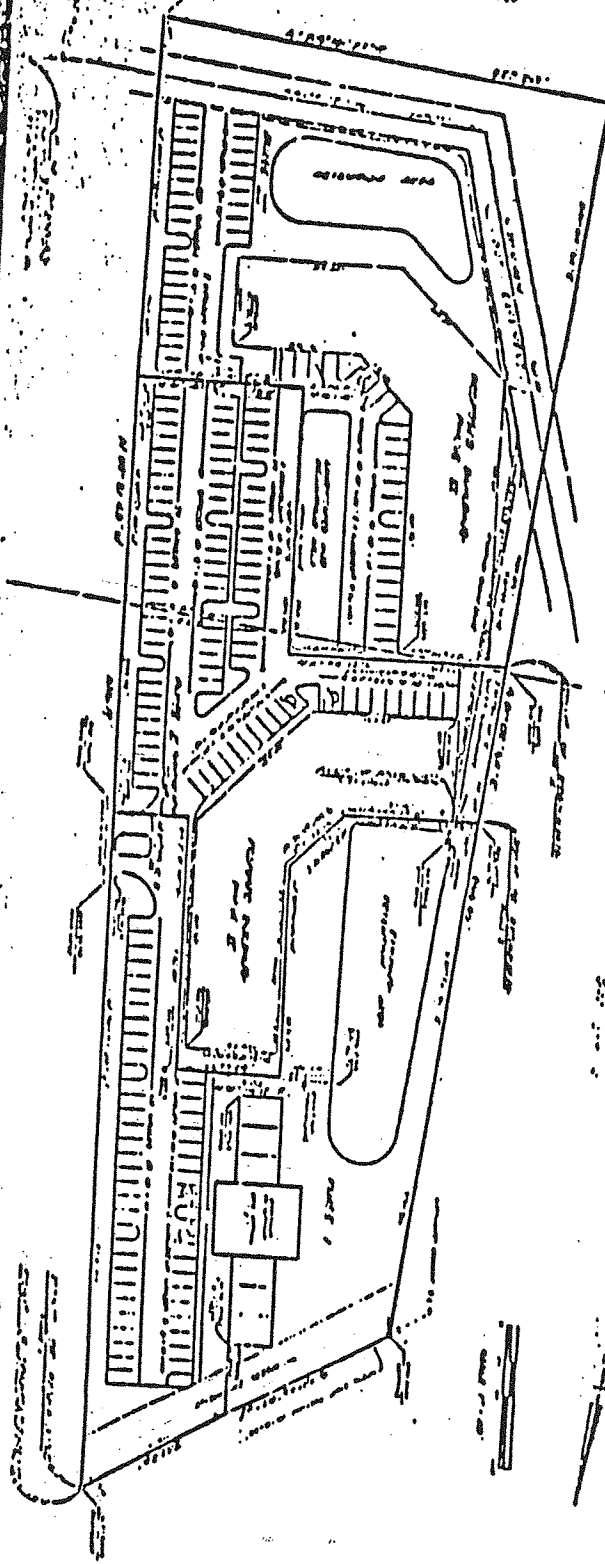


EXHIBIT



SCALE: 1" = 20'

POINT OF COMMENCEMENT
BEING THE INTERSECTION OF THE
STREET LINE OF SECTION 88 WITH THE
WEST CORNER OF THE LOT OF 20.00' x 100.00'



SALLS - MARTIN PLAZA SOUTH,
A CONDOMINIUM.

A plan of the above-named property to show a general description of the same, the location of the building, the location of the swimming pools, the location of the walkways, and the location of the stairs.

...

...

**SACKS - MARTIN PLAZA SOUTH
MAINTENANCE FEES**

<u>Items</u>	<u>Phase I Monthly</u>	<u>Phase II Monthly</u>	<u>Phase III Monthly</u>
Taxes for Common Areas	50.67	92.00	133.33
Insurance on Common Areas	108.50	300.00	491.67
Lawn Maintenance / Pest Control	200.00	350.00	500.00
Refuse Removal	74.00	148.00	259.00
Common Electric, Water, Sewer	92.00	307.00	568.00
Administrative Costs - Letters of Credit, Postage, Supplies, Legal and Advt., etc...	60.00	75.00	93.75
Reserves for Roof, Paving, Painting, General Repair	89.00	297.00	549.00
S.O.L.A.	0.00	28 31.38	48 103.79
Total per Phase	674.17	1,600.38	2,698.54
PER UNIT	56.18	40.01	36.47

5-11-89

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To AL JACOBSEN	From JOHN D. BANKS, JR.
Co. (F.Y.I.)	Co.
Dept.	Phone # 879-9066
Fax # 794-2126	Fax # 825-4162