

Public Records of
St. Johns County, FL
Clerk# 01-034200
O.R. 1623 PC 1503
10:25AM 07/09/2001
REC \$0.00 SUR \$0.00

BEACH STORM DAMAGE REDUCTION EASEMENT

THIS INSTRUMENT, made and entered this 21 day of March, 2000, between OCEAN VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, whose address is 850 A1A Beach Boulevard, St. Augustine, Florida 32084, hereinafter referred to as the "Grantor", and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of a tract of land situated in St. Johns County, State of Florida, and described as follows, to wit:

SCHEDULE "A" attached hereto, incorporated by reference and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations the receipt of which is acknowledged, the Grantor grants to the Grantee, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land hereinabove described for use by the Grantee, its representatives, agents, contractors and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate and replace a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the St. Johns County Shore Protection Project, together with the right of public use only on the portion of the Grantor's land hereinabove described; to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation; to remove from said land debris and obstructions within the limits of the easement reserving however, to the Grantor, his/her heirs, successors and assigns, the right to construct dune overwalk structures in accordance with any applicable federal, state or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the County, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the Grantor, his/her heirs, successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

The term of this easement shall commence on the date the United States Army Corps of Engineers ("Corps") or St. Johns County ("County") awards the contract for the construction of the St. Johns County Shore Protection Project and shall terminate fifty (50) years after the date of completion of the first construction of the project. In the event the Corps or the County fails to award the contract for construction of the St. Johns County Shore Protection Project on or before December 31, 2005, this easement shall automatically terminate and be cancelled of record.

IN WITNESS WHEREOF, Grantor, has set hereto its hand and seal on the day and year above written.

Signed, sealed and delivered
in the presence of:

Tanisha Caldwell
Witness: Tanisha Caldwell

William J. Holmes Jr.
Witness: William J. Holmes Jr.

OCEAN VILLAS CONDOMINIUM
ASSOCIATION, INC.

By: *Demetrius L. Linder*
Title: President

Dellie Taylor
Witness: Debbie Taylor

Laurie C. Braddock
Witness: Laurie C. Braddock

ST. JOHNS COUNTY, FLORIDA

By: *Ben W. Adams, Jr.*
Ben W. Adams, Jr.
County Administrator

STATE OF Florida
COUNTY OF St. John

The foregoing instrument was acknowledged before me this 23 day of March 2000.
by Demetria Livingston as President of Ocean Villas Condominium
Association, Inc., a Florida corporation, on behalf of the corporation. He She is personally known
to me or has produced FLDL L152163418720 as identification.

Exp: 10-12-03

Patricia I. Nelson
Notary Public

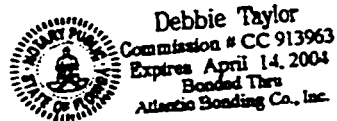
My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15th day of May, 2000.
by Ben W. Adams, Jr., County Administrator of St. Johns County Florida, on behalf of the County.
He is personally known to me.

Debbie Taylor
Notary Public
My Commission Expires: _____



0R1623P61506

SCHEDULE "A"

All that land which lies seaward of the plus 9.85 foot contour on the seaward side of the dune, as measured vertically from the National Geodetic Vertical Datum, of the land lying within the following parcel of real property:

Ocean Villas Condominium together with common areas according to the Declaration of Condominium recorded in Official Records Book 565, page 538 and Official Records Book 652, page 1264, of the public records of St. Johns County, Florida.

In Ret. - Omer Causey, Esq.
2070 Ringling Blvd.
JANASOTA, FL. 34237

Recorded in Public Records St. Johns County, FL
Clerk # 94014341 O.R. 1050 PG 585 11:11AM 04-25-94
Recording 29.00 Surcharge 4.00 Doc Stamp 0.70

⑦
lec-2900
Sur-400
Doc .70¢

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT DEED is made and delivered the 3 day of MARCH, 1994 by OCEAN VILLAS AT ST. AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as GRANTOR), a Florida corporation, doing business at 3200 State Road A-1-A South, St. Augustine, Florida 32085, to CABLEVISION INDUSTRIES LIMITED PARTNERSHIP (hereinafter referred to as GRANTEE), a Delaware limited partnership, having its principal place of business at 1 Cablevision Center, Liberty, New York 12754.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television and Communications Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the legally constituted condominium association representing, pursuant to Chapter 718, Florida Statutes, the lawful owners of the following described land situated in St. Johns County, Florida, bearing Property Appraiser's Parcel Identification No. 30-08-30-10172501-01:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS, bargains and sells to GRANTEE, its agents, successors and assigns, a perpetual non-exclusive easement forever upon, under, over and across the common elements of the above-described property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating, upgrading and marketing GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) and services, installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities. This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall be construed as a covenant running with the land.

GRANTOR hereby covenants with GRANTEE that GRANTOR is the legally constituted entity which has authority, pursuant to Chapter 718, Florida Statutes, to represent the lawful owners of this land; that GRANTOR has good right and legal authority to sell and convey the described interest in land; and that this conveyance complies with GRANTOR's articles of incorporation and by-laws and the applicable Declaration of Condominium, as recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date

first written above.

OCEAN VILLAS AT ST. AUGUSTINE
BEACH CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation.

Linda Devrick
Witness

LINDA DEVRICK
Print witness name

Paul Russell
Witness

DAVID N. RUSSELL
Print witness name

By: Bert Livingston
BERT LIVINGSTON

As: President

10100 Baymeadows Road, Suite 101C
Jacksonville, Florida 32256

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 3 day of March, 1994 by BERT LIVINGSTON, as President of Ocean Villas at St. Augustine Beach Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced Florida Drivers License as identification and who did not take an oath.

Serial number _____

Commission expiration date _____

Arnela Y. Reed
Signature

Arnela Y. Reed
Print name

AFFIX SEAL:

THIS INSTRUMENT PREPARED WITHOUT TITLE EXAMINATION BY:

Omer Causey, Esq.

Nelson Hesse Cyril Smith Widman Herb Causey & Dooley

2070 Ringling Boulevard

Sarasota, Florida 34237

813-366-7550

EXHIBIT

ALL-STATE LEGAL SUPPLY CO.

Description Phase I, Ocean Villas, St. Augustine Beach, Florida

O.R. 1050 PG 0567

DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND IN THE NORTH 200 FEET OF GOVERNMENT LOT 5 OF SAID SECTION 3; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (SAID RIGHT OF WAY LINE BEING 50 FEET EAST OF THE CENTER LINE OF SAID ROAD) WITH THE NORTH LINE OF SAID SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 303.83 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 605 FEET MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHERLY, ON SAID MEAN HIGH WATER LINE, 421 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTH 200 FEET OF GOVERNMENT LOT 5; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST, ON SAID SOUTH LINE OF THE NORTH 200 FEET OF GOVERNMENT LOT 5, A DISTANCE OF 655 FEET MORE OR LESS TO A POINT WHICH IS NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 410.97 FEET FROM SAID EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 65 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 20 FEET; THENCE NORTH 31 DEGREES 08 MINUTES 10 SECONDS EAST 170.28 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 50 SECONDS WEST 170.29 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST 5 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 65 FEET TO THE POINT OF BEGINNING.

(CONT. ON SHEET 2 OF 2)

EXHIBIT

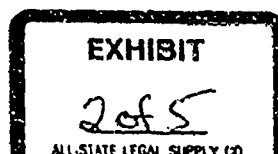
1 of 5

ALL-STATE LEGAL SUPPLY CO.

TOGETHER WITH ALL ALLUVION, AVULSION, RELICTION AND ACCRETIONS
WHICH NOW, HERETOFORE, OR HEREAFTER MAY BELONG TO ANY OF THE ABOVE
DESCRIBED LANDS, AND ALSO ALL RIPARIAN AND LITTORAL RIGHT, NOW,
HERETOFORE, AND HEREAFTER APPERTAINING TO SAID LANDS WHICH LIE
EAST OF AND ADJOINING THE ABOVE DESCRIBED LANDS.

Prepared by: Loren N. Jones, P.E./T.S.
St. Augustine, Florida

O.R. 1050 PG 0566



Description for access road to Phase I, Ocean Villas, St. Augustine
Beach, Florida

O. R. 1050 PG 0569

DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF
GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST.
JOHN'S COUNTY, FLORIDA AND IN THE NORTH 200 FEET OF GOVERNMENT LOT
5 OF SAID SECTION 3; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE
ROAD NO. A-1-A (SAID RIGHT OF WAY LINE BEING 50 FEET EAST OF THE
CENTER LINE OF SAID ROAD) WITH THE NORTH LINE OF SAID SOUTH 220 FEET
OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES
38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET
OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 303.83 FEET;
THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 25 FEET TO THE POINT
OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING
SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 22 FEET; THENCE SOUTH 89
DEGREES 38 MINUTES 10 SECONDS WEST 250.79 FEET TO THE POINT OF A CURVE
TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT
THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF
12.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16
DEGREES 38 MINUTES 10 SECONDS WEST 131.35 FEET TO A POINT; THENCE, ON
A CURVE EASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE WITH RADIUS
OF 30.5 FEET (BEARING FROM SAID LAST NAMED POINT TO THE CENTER OF SAID
CURVE BEING SOUTH 00 DEGREES 16 MINUTES 24 SECONDS WEST), THROUGH A
CENTRAL ANGLE OF 179 DEGREES 21 MINUTES 46 SECONDS, AN ARC DISTANCE OF
95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 38 MINUTES
10 SECONDS WEST, TANGENT TO SAID CURVE, 12.93 FEET; THENCE SOUTH 16
DEGREES 38 MINUTES 10 SECONDS WEST 52.08 FEET TO THE POINT OF A CURVE
TO THE LEFT WITH RADIUS OF 108 FEET; THENCE, ON SAID CURVE TO THE LEFT,

(CONT. ON SHEET 2 OF 2)

EXHIBIT

3 of 5

D.R. 1050 PG 0590

THROUGH A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES, AN ARC DISTANCE OF 32.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 41.32 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, AN ARC DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 306.97 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 22 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST, 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH 200 FEET OF GOVERNMENT LOT 5, A DISTANCE OF 306.97 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 32 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, AN ARC DISTANCE OF 50.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 41.32 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 130 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES, AN ARC DISTANCE OF 38.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16 DEGREES 38 MINUTES 10 SECONDS EAST 31.13 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 107 DEGREES 00 MINUTES, AN ARC DISTANCE OF 18.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST 21.00 FEET; THENCE NORTH 17 DEGREES 04 MINUTES EAST, ON SAID EAST RIGHT OF WAY LINE OF STATE ROAD, 8.65 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 3,085.15 FEET; THENCE, ON SAID CURVE TO THE LEFT AND ON SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 1 DEGREE 01 MINUTE 25 SECONDS, AN ARC DISTANCE OF 55.12 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 21.74 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF 12.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16 DEGREES 38 MINUTES 10 SECONDS EAST 130.68 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 32 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF 40.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 250.79 FEET TO THE POINT OF BEGINNING.

Prepared by: Loren N. Jones, P.E./L.S.
St. Augustine, Florida

EXHIBIT

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PHASE II

O.R. 1050 PG 0591

The South 220 feet of the North 1320 feet of Government Lot 4, Section 3, Township 8 South, Range 30 East of State Road No. A-1-A, in St. Johns County, Florida, as described in deed recorded in Deed Book. 194, Page 259, public records of said county, together with all rights as described in deed recorded in Official Records Book 46, Page 548, said public records. Together with all alluvion, avulsion, reliction and accretions which now, heretofore, or hereafter may belong to any of the above described lands, and also all riparian and littoral right, now, heretofore, and hereafter appertaining to said lands which lie east of and adjoining the above described lands, and

The North two hundred (200) feet of Government Lot 5 of Section 3, Township 8 South of range 30 East, which lies East of a line running parallel with and 50 feet East of the Center Line of State Road No. 140 as now located. Together with all alluvion, avulsion, reliction and accretions, which now, heretofore, or hereafter may belong to the above described lands, and also all riparian and littoral rights now, heretofore and hereafter to said land, together with all right, title and interest of the Grantors in and to any lands which lie east of and adjoin the above described land. The above mentioned State Road No. 140 being now known as State Road A-1-A less and except the property described on the attachment hereto.

EXHIBIT

5 of 5

3
15
Public Records of
St. Johns County, FL
Clerk# 00-030623

Return to:

Time Warner Cable
C/o Bob Brady
200 N. 3rd Street
Palatka, FL 32177
904-328-4205

O.R. 1512 PG 341
10:25AM 07/19/2000
REC \$61.00 SUR \$8.00

RECORDING

**BULK CABLE TELEVISION SERVICE AND EASEMENT
AGREEMENT**

ATTACHMENT

**OCEAN VILLAS AT ST AUGUSTINE BEACH CONDO. ASSOC., INC.
850 A1A BEACH BLVD
ST AUGUSTINE FL 32084**

LEGAL DISCRIPTION

SEE ATTACHED

BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT

THIS AGREEMENT is made and effective on 4-3, 2000 by **OCEAN VILLAS AT ST. AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC.** ("ASSOCIATION"), a Florida corporation, whose post office address is 850 A1A Beach Boulevard, St. Augustine 32084, and **CABLEVISION INDUSTRIES LIMITED PARTNERSHIP**, ("TIME WARNER CABLE"), a Delaware limited partnership, whose post office address is 2200 North Ponce de Leon Boulevard, Suite 2, St. Augustine, Florida 32084.

IN CONSIDERATION of the terms hereof, and for other good and valuable consideration received, the parties agree as follows:

Section 1. Warranty of Authority. ASSOCIATION represents and warrants that it is the duly constituted legal entity which represents all of the individual owners of lots or residential dwelling units located within the condominium known as **OCEAN VILLAS CONDOMINIUM** (the "Property"), as described in the easement attached hereto as Exhibit 1 and in the plat thereof recorded in the public records of St Johns County, Florida, has the authority to make and bind itself and the lot and unit owners it represents to this Agreement and to convey and enforce the easement to be granted to **TIME WARNER CABLE** hereunder. ASSOCIATION hereby indemnifies and holds **TIME WARNER CABLE** harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of ASSOCIATION's representations herein.

Section 2. Exclusive Right to Serve; Duration of Agreement.

2.1 Operate, maintain, repair, upgrade, replace and remove a cable communications system (the "System"), and to market and deliver the services of the System (the "Services") on the Property. This Agreement shall be effective as of the date first set forth above and shall be for a term of not less than **Six (6) years** from that date, with the option to renew said Agreement for an additional two (2) years with notification of renewal no less than **SIXTY (60) days** prior to original expiration date.

2.1.1 The term "System" means all lines, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, facilities and equipment installed on the Property by TIME WARNER CABLE or its agents which are necessary or desirable in its opinion to make the Services available to the residents on the Property.

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services.

2.2 ASSOCIATION, for the duration of this Agreement, agrees not to seek out or solicit any alternate provider of cable communications services; provided, however, that during the final TWO (2) months of this Agreement or the final TWO (2) months of any renewal of it ASSOCIATION shall have the right to seek out or solicit an alternate provider of services to commence such services upon expiration of this Agreement or any renewal of it. TIME WARNER CABLE shall be entitled to enforce these covenants by action for injunction, in addition to its other remedies. Nothing herein shall preclude residents of the Property from receiving commercial network over-the-air television made available to the general public without charge by commercial broadcast networks or their affiliates.

Section 3. Perpetual Non-Exclusive Easement. ASSOCIATION shall contemporaneously herewith grant to **TIME WARNER CABLE**, its successor and assigns, an irrevocable, perpetual, non-exclusive easement upon, under, over, through and across all portions of the Property for ingress and egress for the purpose of constructing, installing,

maintaining, operating, repairing, upgrading, removing and marketing the System and the Services thereof. TIME WARNER CABLE shall have free access to the Property for all business purposes. Said easement shall be in the form attached hereto as Exhibit 1, shall be deemed to be a covenant running with the land, shall be binding upon all parties hereto, their successors and assigns, and shall survive termination of this Agreement.

Section 4. Installation, Maintenance and Operation of System; Property Damage.

4.1 TIME WARNER CABLE shall be responsible for the installation, maintenance and operation of the System and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or modifications of the System shall be performed only by TIME WARNER CABLE or its authorized agents. ASSOCIATION shall inform TIME WARNER CABLE of the location of all underground utilities and other facilities on the Property upon request.

4.2 If TIME WARNER CABLE, or its authorized agents, damages the Property during the course of its performance of this Agreement, then it shall repair any such damage and shall restore any areas of damage to as nearly the condition which existed prior to the damage as practicable. If ASSOCIATION, or its agents or contractors damage or destroy the System, then TIME WARNER CABLE will repair or restore the System at the sole cost and expense of ASSOCIATION, with such costs and expenses being due and payable to TIME WARNER CABLE within thirty (30) days after written demand by TIME WARNER CABLE. The terms of this Section 4.2 shall survive termination of this Agreement.

4.3 TIME WARNER CABLE shall conduct all activities on the Property during regular business hours, except in case of emergency or interruption of service, and shall make reasonable efforts to minimize any disturbance to residents.

4.4 TIME WARNER CABLE represents and warrants that it has, and at all times throughout the term of this Agreement shall maintain, in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

Section 5. Ownership of System.

5.1 TIME WARNER CABLE shall be and remain the sole and exclusive owner of the System, no part of which shall be deemed a fixture or which shall become a part of the Property. During the term of this Agreement or at any time after its termination, TIME WARNER CABLE shall have the option to remove any or all of its System and access to the Property for that purpose.

5.2 TIME WARNER CABLE shall have the option to lease the System, or any part thereof, to ASSOCIATION or another provider of services to the Property when TIME WARNER CABLE no longer has the right through an extended, new or renewed contract, or by operation of law, to provide any services to the residents of the Property. Such lease shall be at fair market value, taking into consideration the condition of the System and the value to the lessee in avoiding the need to install a new system, and shall contain such other terms as are mutually agreeable to the parties.

5.3 As an alternative to leasing or abandoning the System, TIME WARNER CABLE shall have the right to enter into individual subscription agreements with residents on the Property at any time following the expiration of this Agreement.

5.4 The terms of this Section 5 shall survive expiration or termination of this Agreement.

Section 6. Programming Services and Charges.

6.1 Subject to ASSOCIATION's full and timely payment of the bulk cable television and communication service fees provided herein, TIME WARNER CABLE shall make available to two (2) pre-wired cable outlets in each of the residential units on the Property the Programming Services set forth in Exhibit #2, or the available substantial equivalent thereof, as such services may be changed by TIME WARNER CABLE from time to time.

6.2 ASSOCIATION shall be billed and shall pay TIME WARNER CABLE monthly in advance a fee of Eighteen and 15/100 Dollars (\$18.15) per unit for each of the one hundred thirty-eight (138) residential units located on the Property, plus applicable sales taxes and franchise fees, for the Programming Services. All bills shall be due when rendered and if not paid within twenty-five (25) days thereafter shall be subject to late charges of the lesser of one and one-half percent (1.5%) per month or the highest permissible interest rate chargeable under Florida law; provided, however, that the minimum late charge shall be Five Dollars (\$5.00).

6.3 The above-stated bulk rate will remain effective for one (1) year and then shall be subject to annual increases of five percent (5%) of the rate in effect for the prior year, excluding sales taxes and franchise fees, plus any increase in TIME WARNER CABLE's expense costs during the prior years; provided, however, that no annual increase shall exceed ten percent (10%) of the rate in effect during the prior year, excluding sales taxes and franchise fees.

6.4 TIME WARNER CABLE shall have the right to enter into separate subscription agreements with any residents for other programming or cable communications services or products such as remote control devices, converters or VCR connections; ASSOCIATION shall not be responsible for any fees resulting therefrom. Service calls made by TIME WARNER CABLE at the request of an individual subscriber for service not related to any malfunction of TIME WARNER CABLE's System shall be billed to the individual subscriber in accordance with TIME WARNER CABLE's franchise rates.

6.5 If additional programming services beyond those set forth in Exhibit #2 hereafter become available to TIME WARNER CABLE, TIME WARNER CABLE will make those services available to ASSOCIATION, provided that the parties are able to agree on the additional charges to be paid. Any such agreement shall be in writing and executed by the parties.

6.6 ASSOCIATION hereby indemnifies and holds TIME WARNER CABLE, and its affiliates, harmless against all claims, liability or damages whatsoever arising from ASSOCIATION's use of the video surveillance camera provided under Section 6.8. The provisions of this Section 6.9 shall survive termination of this Agreement.

Section 7. Default and Remedies. If any party shall continue to be in breach of this Agreement for thirty (30) days after written notice thereof, then, without further notice, the other party may pursue any and all rights and remedies available to it, whether at law or in equity. In addition, TIME WARNER CABLE shall have the right to terminate this Agreement for ASSOCIATION's failure to timely pay the programming service charges set forth in Section 6. All rights, privileges and remedies of the parties are cumulative, and the exercise of any one shall not be a waiver of any other. Any party may waive any provision, breach or default of this Agreement, but no waiver shall be valid unless written and signed by the party giving the waiver. No such waiver shall be deemed a waiver of any other provision or of any subsequent breach or default of similar nature. If any party is found to have violated the terms of this Agreement by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation, including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees in any appellate proceeding.

Section 8. Force Majeure. No party to this Agreement shall be in breach or liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond that party's control.

0R1512P60345

Section 9. Notices. All notices or communications between the parties shall be in writing and be served by certified mail or personal delivery at the addresses set forth above, or to such other addresses as may be designated by any party.

Section 10. Authority to Execute. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so, and that this Agreement and all transactions contemplated hereby have been properly authorized by all necessary actions of the party represented, and that this Agreement constitutes a valid and binding obligation of the party represented.

Section 11. Controlling Law; Severability. This Agreement shall be controlled by Florida law, except where superseded by federal law. Venue for any action relating to this Agreement shall be where the Property is located. If any term of this Agreement is declared to be void or unenforceable by a court of competent jurisdiction, the other terms of the Agreement shall remain in effect and fully enforceable.

Section 12. Integration; Modification; Assignability; Further Assurances. This document constitutes the entire agreement between the parties concerning this subject and supersedes all prior agreements and understandings on the same subject, whether written or oral. No modification of this Agreement shall be enforceable unless in writing and executed by the parties or their successors. The conditions, restrictions and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be assignable upon ninety (90) days prior written notice. If additional actions or the exchange of additional information and documents between the parties is necessary to carry out the intent of this Agreement, the parties agree to take such additional actions and to cooperate with each other in such exchange.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

OCEAN VILLAS AT ST. AUGUSTINE BEACH
CONDOMINIUM ASSOCIATION, INC.
a Florida corporation.

By: [Signature]
President

As: President

Address: 850 A1A Beach Boulevard, Unit # _____
City: St. Augustine,
State: Florida Zip Code: 32084

Witness

[Signature]
Print witness name

Witness

[Signature]
Tanisha Caldwell
Print witness name

0R1512P60346

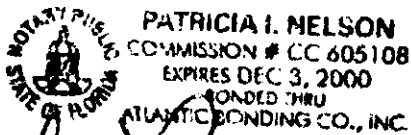
STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 23 day of March, 2000 by Semetria Livingston, as President of OCEAN VILLAS AT ST. AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is [] personally known to me or who has [] produced FL DL L152-163-61-872 as identification.

CC 605108
Serial number
Dec 3, 2000
Commission expiration date

Patricia I. Nelson
Signature
Patricia I. Nelson
Print name

AFFIX SEAL:



CABLEVISION INDUSTRIES LIMITED
PARTNERSHIP, managed by TIME WARNER
ENTERTAINMENT ADVANCE/NEWHOUSE
PARTNERSHIP,

a Florida corporation.

By: Walter Nesbitt
WALTER NESBITT
As: Regional Vice President

Address: 929 N. Spring Garden Avenue, Ste 145
City: Deland,
State: Florida Zip Code: 32720

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 3rd day of April, 2000 by Walter Nesbitt, as Regional VP of CABLEVISION INDUSTRIES LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership, who is [] personally known to me or who has [] produced as identification.

CC # 672431
Serial number
8/17/2001
Commission expiration date

Jody L. Mulroney
Signature
Jody L. Mulroney
Print name

AFFIX SEAL:



"OFFICIAL SEAL"
Jody L. Mulroney
My Commission Expires 8/17/2001
Commission #CC 672431

OR1512P60347

EXHIBIT 1

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

OR1512P60348

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT DEED is made and delivered the 3 day of MARCH, 1994 by OCEAN VILLAS AT ST. AUGUSTINE BEACH CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as GRANTOR), a Florida corporation, doing business at 3200 State Road A-1-A South, St. Augustine, Florida 32085, to CABLEVISION INDUSTRIES LIMITED PARTNERSHIP (hereinafter referred to as GRANTEE), a Delaware limited partnership, having its principal place of business at 1 Cablevision Center, Liberty, New York 12754.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television and Communications Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, being the legally constituted condominium association representing, pursuant to Chapter 718, Florida Statutes, the lawful owners of the following described land situated in St. Johns County, Florida, bearing Property Appraiser's Parcel Identification No. 30-08-30-10172501-01:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS, bargains and sells to GRANTEE, its agents, successors and assigns, a perpetual non-exclusive easement forever upon, under, over and across the common elements of the above-described property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating, upgrading and marketing GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) and services, installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities. This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall be construed as a covenant running with the land.

GRANTOR hereby covenants with GRANTEE that GRANTOR is the legally constituted entity which has authority, pursuant to Chapter 718, Florida Statutes, to represent the lawful owners of this land; that GRANTOR has good right and legal authority to sell and convey the described interest in land; and that this conveyance complies with GRANTOR's articles of incorporation and by-laws and the applicable Declaration of Condominium, as recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date

0R1512PG0349

first written above.

OCEAN VILLAS AT ST. AUGUSTINE
BEACH CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation.

Linda Devrick
Witness

LINDA DEVRICK
Print witness name

Paul Russell
Witness

DAVID M. RUSSELL
Print witness name

By: Bert Livingston
BERT LIVINGSTON

As: President

10100 Baymeadows Road, Suite 1010
Jacksonville, Florida 32256

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 3 day of March, 1994 by BERT LIVINGSTON, as President of Ocean Villas at St. Augustine Beach Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced Florida Drivers License as identification and who did not take an oath.

Serial number _____

Commission expires _____ Date _____



Angela Y. Reed
Signature
Angela Y. Reed
Print name

AFFIX SEAL:

THIS INSTRUMENT PREPARED WITHOUT TITLE EXAMINATION BY:

Omer Causey, Esq.

Nelson Hesse Cyril Smith Widman Herb Causey & Dooley

2070 Ringling Boulevard

Sarasota, Florida 34237

813-366-7550

EXHIBIT

ALL-STATE LEGAL SUPPLY CO.

0R1512P60350

Description Phase I, Ocean Villas, St. Augustine Beach, Florida

DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, 1ST. JOHNS COUNTY, FLORIDA AND IN THE NORTH 200 FEET OF GOVERNMENT LOT 5 OF SAID SECTION 3; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (SAID RIGHT OF WAY LINE BEING 50 FEET EAST OF THE CENTER LINE OF SAID ROAD) WITH THE NORTH LINE OF SAID SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 303.83 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 605 FEET MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHERLY, ON SAID MEAN HIGH WATER LINE, 421 FEET MORE OR LESS TO THE SOUTH LINE OF SAID NORTH 200 FEET OF GOVERNMENT LOT 5; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST, ON SAID SOUTH LINE OF THE NORTH 200 FEET OF GOVERNMENT LOT 5, A DISTANCE OF 655 FEET MORE OR LESS TO A POINT WHICH IS NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 410.97 FEET FROM SAID EAST RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 65 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 20 FEET; THENCE NORTH 31 DEGREES 08 MINUTES 10 SECONDS EAST 170.28 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 50 SECONDS WEST 170.29 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST 5 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 65 FEET TO THE POINT OF BEGINNING.

(CONT. ON SHEET 2 OF 2)

EXHIBIT

1 of 5

0R1512P60351

TOGETHER WITH ALL ALLUVION, AVULSION, RELICTION AND ACCRETIONS
WHICH NOW, HERETOFORE, OR HEREAFTER MAY BELONG TO ANY OF THE ABOVE
DESCRIBED LANDS, AND ALSO ALL RIPARIAN AND LITTORAL RIGHT, NOW,
HERETOFORE, AND HEREAFTER APPERTAINING TO SAID LANDS WHICH LIE
EAST OF AND ADJOINING THE ABOVE DESCRIBED LANDS.

Prepared by: Loren H. Jones, P.E./L.S.
St. Augustine, Florida

EXHIBIT

2 of 5

U.S. STATE DEPT. - WASHINGTON, D.C.

OR1512PG0352

Description for access road to Phase I, Ocean Villas, St. Augustine
Beach, Florida

DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH 220 FEET OF THE NORTH 1,320 FEET OF
GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST.
JOHNS COUNTY, FLORIDA AND IN THE NORTH 200 FEET OF GOVERNMENT LOT
5 OF SAID SECTION 3; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STATE
ROAD NO. A-1-A (SAID RIGHT OF WAY LINE BEING 50 FEET EAST OF THE
CENTER LINE OF SAID ROAD) WITH THE NORTH LINE OF SAID SOUTH 220 FEET
OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3; THENCE NORTH 89 DEGREES
38 MINUTES 10 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH 220 FEET
OF THE NORTH 1,320 FEET OF GOVERNMENT LOT 3, A DISTANCE OF 303.83 FEET;
THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 25 FEET TO THE POINT
OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING
SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 22 FEET; THENCE SOUTH 89
DEGREES 38 MINUTES 10 SECONDS WEST 250.79 FEET TO THE POINT OF A CURVE
TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT
THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF
12.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16
DEGREES 38 MINUTES 10 SECONDS WEST 131.35 FEET TO A POINT; THENCE, ON
A CURVE EASTERLY, SOUTHERLY AND SOUTHWESTERLY ON A CURVE WITH RADIUS
OF 30.5 FEET (BEARING FROM SAID LAST NAMED POINT TO THE CENTER OF SAID
CURVE BEING SOUTH 00 DEGREES 16 MINUTES 24 SECONDS WEST), THROUGH A
CENTRAL ANGLE OF 179 DEGREES 21 MINUTES 46 SECONDS, AN ARC DISTANCE OF
95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 38 MINUTES
10 SECONDS WEST, TANGENT TO SAID CURVE, 12.93 FEET; THENCE SOUTH 16
DEGREES 38 MINUTES 10 SECONDS WEST 52.08 FEET TO THE POINT OF A CURVE
TO THE LEFT WITH RADIUS OF 108 FEET; THENCE, ON SAID CURVE TO THE LEFT,

(CONT. OF SHEET 2 OF 2)

EXHIBIT

3 of 5

THROUGH A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES, AN ARC DISTANCE OF 32.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 41.32 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, AN ARC DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 306.97 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 50 SECONDS EAST 22 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST, 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTH 200 FEET OF GOVERNMENT LOT 5, A DISTANCE OF 306.97 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 32 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, AN ARC DISTANCE OF 50.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 21 MINUTES 50 SECONDS WEST 41.32 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 130 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 00 MINUTES, AN ARC DISTANCE OF 38.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16 DEGREES 38 MINUTES 10 SECONDS EAST 31.13 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 107 DEGREES 00 MINUTES, AN ARC DISTANCE OF 18.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89 DEGREES 38 MINUTES 10 SECONDS WEST 21.00 FEET; THENCE NORTH 17 DEGREES 04 MINUTES EAST, ON SAID EAST RIGHT OF WAY LINE OF STATE ROAD, 8.65 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 3,085.15 FEET; THENCE, ON SAID CURVE TO THE LEFT AND ON SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 1 DEGREE 01 MINUTE 25 SECONDS, AN ARC DISTANCE OF 55.12 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 21.74 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 10 FEET; THENCE, ON SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF 12.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16 DEGREES 38 MINUTES 10 SECONDS EAST 130.68 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 32 FEET; THENCE, ON SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73 DEGREES 00 MINUTES, AN ARC DISTANCE OF 40.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST 250.79 FEET TO THE POINT OF BEGINNING.

Prepared by: Loren N. Jones, P.E./L.S.
St. Augustine, Florida

EXHIBIT

4 of 5

0R1512P60354

PHASE II

The South 220 feet of the North 1320 feet of Government Lot 4, Section 3, Township 8 South, Range 30 East of State Road No. A-1-A, in St. Johns County, Florida, as described in deed recorded in Deed Book 194, Page 259, public records of said county, together with all rights as described in deed recorded in Official Records Book 46, Page 548, said public records. Together with all alluvion, avulsion, reliction and accretions which now, heretofore, or hereafter may belong to any of the above described lands, and also all riparian and littoral right, now, heretofore, and hereafter appertaining to said lands which lie east of and adjoining the above described lands, and

The North two hundred (200) feet of Government Lot 5 of Section 3, Township 8 South of range 30 East, which lies East of a line running parallel with and 50 feet East of the Center Line of State Road No. 140 as now located. Together with all alluvion, avulsion, reliction and accretions, which now, heretofore, or hereafter may belong to the above described lands, and also all riparian and littoral rights now, heretofore and hereafter to said land, together with all right, title and interest of the Grantors in and to any lands which lie east of and adjoin the above described land. The above mentioned State Road No. 140 being now known as State Road A-1-A less and except the property described on the attachement hereto.

EXHIBIT

5 of 5

**EXHIBIT 2
PROGRAMMING SERVICES
CHANNEL LINEUP**

0R1512P60355

2	QVC	B
3	Government Access	B
4	WJXT (CBS) Jacksonville (4)	B
5	WJXX(ABC) Jacksonville (25)	B
6	WJWB(WB) Jacksonville (17)	B
7	WJCT(PBS) Jacksonville (7)	B
8	WJEB(TBN) Jacksonville (59)	B
9	C-SPAN	B
10	WTEV (UPN) Jacksonville (47)	B
11	WUFT (PBS) Gainesville (5)	B
12	WTLV (NBC) Jacksonville (12)	B
13	WAWS (IND) Jacksonville (30)	B
14	ESPN	S
15	PAX TV	S
16	Home Shopping Network	S
17	The Family Channel	S
19	TV Guide Channel	B
20	The Weather Channel	S
21	The Nashville Network	S
23	WGN (WB) Chicago (9)	B
24	VH-1	S
25	CNN	S
26	Headline News	S
27	FOX News	S
28	Lifetime	S
29	A & E	S
30	CNBC	S
31	The Learning Channel	S
32	TBS	S
33	BET	S
34	Nickelodeon	S
35	Sunshine Network	S
36	Discovery Channel	S
37	TNT	S
38	Cartoon Network	S
39	EWTN	S
40	American Movie Classics	S
41	Court TV	S
42	Sci-Fi Channel	S
43	Home & Garden Television	S
44	MSNBC	S
45	ESPN2	S
46	The History Channel	S
47	E! Entertainment TV	S
48	The Travel Channel	S
49	MTV	S
50	Univision	S
51	C-SPAN2	S
52	Sports Channel	S
53	Laurel Access	S
54	Animal Planet	S
55	St. Johns River Community College	S
56	Educational Access	S
57	Bravo	S
58	ESPNEWS	S
59	Turner Classics Movies	S
60	Food Network	S
61	Speedvision	S
62	The Golf Channel	S
63	TV Land	S
64	Comedy Central	S
65	Country Music Television	S
72	Game Show Network (6am-9:30pm)	S
73	USA Network	S
74	Movieplex	S

B- Broadcast Basic Service

*Channel line - is subject to change from time to time.

85 363

**Cable
Vision**

Industries of Central Florida, Inc.

O.R. 769 PG

1954

CABLE TELEVISION INSTALLATION AND SERVICE AGREEMENT AND EASEMENT

The parties to this Agreement are **CABLEVISION INDUSTRIES OF CENTRAL FLORIDA, INC.**, P.O. Box 311, Wierk Avenue, Liberty, New York 12754, (CABLEVISION) and **Ocean Villa Condominium, Ala South, St. Augustine, FL 32084** (OWNER), in consideration of the terms, conditions, and mutual promises contained herein, the parties agree as follows:

1. OWNER represents that it is the legal entity which owns or controls in the premises described below, and has authority to make and abide with this Agreement. OWNER further represents that each individual executing this Agreement in a representative capacity is duly authorized to so represent and to execute this Agreement.

Description of premises: 138 unit condominium

2. CABLEVISION shall have the exclusive right to provide cable television services to the premises during the term of this Agreement. OWNER shall not compete with CABLEVISION in any manner.

3. OWNER grants CABLEVISION all easements, rights of way and licenses reasonably required by CABLEVISION for its provision of efficient cable television services to the premises. CABLEVISION shall have free access to the premises for all business purposes.

4. CABLEVISION shall provide cable television services to all existing and future residential units on the premises according to this Agreement, and the rules, regulations, franchise ordinances and laws of any governmental agency of competent jurisdiction, including the Federal Communications Commission.

5. CABLEVISION shall have the right to exercise its independent business judgment and discretion to comply with this Agreement. Channel selection shall be at CABLEVISION's sole discretion.

6. CABLEVISION shall permanently own all external cable television signal facilities and equipment it installs or purchases, including signal converters and signal amplifiers and after termination of this Agreement CABLEVISION shall have the right to remove all its equipment and facilities.

7. All installation, repairs, maintenance or modifications of the external cable system and the converters and amplifiers shall be performed only by CABLEVISION or its authorized agents.

8. OWNER shall pay CABLEVISION the total actual cost of all repairs or replacements of CABLEVISION's equipment necessitated by willful or malicious tampering with CABLEVISION's equipment by OWNER or OWNER's agents or by occupants of the premises.

9. OWNER shall provide CABLEVISION the location of all underground utilities and structures on the premises and shall not permit excavation within any easement or right of way granted to CABLEVISION. CABLEVISION agrees to locate any of its underground equipment within two (2) business days after receipt of a request to do so and shall mark such with identifying stakes or flags.

10. CABLEVISION shall be responsible for any damage it causes on the premises during installation or maintenance of its system and shall provide proof of liability and property damage insurance.

11. CABLEVISION shall extend its main signal delivery lines to the premises at its own expense and as necessary to serve future expansion.

12. OWNER shall be responsible for the construction, installation and maintenance of the internal signal delivery system on the premises, not including equipment owned by CABLEVISION.

13. CABLEVISION shall provide the following services to the premises:

14. CABLEVISION shall bill and be paid by OWNER monthly for the services provided as follows:

(a) **BASIC SERVICE:** St. Johns County/St. Augustine package

(b) **PREMIUM SERVICE:** N.A.

(c) **MONTHLY TOTAL:** \$7.00 per unit plus sales tax. Effective 12-1-87.

15. The monthly rate for Basic Service will increase by N.A. (\$)

per N.A. every twenty-four (24) months from commencement of service. The monthly rate for Premium Service per N.A.

will increase twenty-four (24) months after execution of this Agreement by up to One Dollar (\$1.00) per N.A., such amount not to exceed the

percentage of any increase charged to other subscribers in N.A.

during the twenty-four (24) month period preceding the last rate increase for those subscribers.

16. CABLEVISION shall be responsible for the construction, installation and maintenance of the internal signal delivery system on the premises, not including equipment owned by CABLEVISION. CABLEVISION shall be responsible for the construction, installation and maintenance of the internal signal delivery system on the premises, not including equipment owned by CABLEVISION.

17. This contract shall be freely assignable upon ninety (90) days written notice.

18. The term of this contract shall be for One Year (1) years.

19. This contract shall be controlled by Florida Law, and by the ordinances, and franchises, rules and regulations of governmental bodies with jurisdiction over the subject matter of this Agreement. If any provision of this Agreement conflicts with any such laws, ordinances, franchises, rules or regulations, the conflicting provision shall be construed so as to eliminate the conflict, giving full controlling effect to the law, ordinance, franchise, rule or regulation.

20. If any term of this contract is declared to be void or unenforceable by a court of competent jurisdiction, such declaration shall have no effect on the other terms of the contract, which shall remain in effect and fully enforceable.

21. If either party is found to have violated the terms of this contract by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation including, but not limited to, court costs and reasonable attorneys' fees. Venue for any court action in relation

to this Agreement shall be St. Johns County, Florida.

22. This document constitutes the entire Agreement between the parties. No modification of this Agreement shall be enforceable unless made in writing and executed with the same formalities as this original.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement on 10/1/87

ATTEST: [Signature]

SECRETARY [Signature]

(SEAL) [Signature]

STATE OF FLORIDA

COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me 10-1-87 1954

My commission expires: 10-1-87

Notary Public

NOTARY PUBLIC

Recorded in Public Records St. Johns County, FL
Clerk# 95027673 O.R. 1129 PG 58 10:50AM 09/15/95
Recording \$5.00 Surcharge \$1.00

A PROPOSAL
TO AMEND OUR BY-LAWS

AMENDMENT "G"

A PROPOSAL is hereby made; that the Board of Directors file the following amendment of our condominium By-laws..

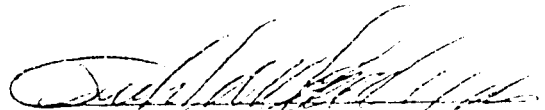
O.R. 565, Page 552, Section 7.3 - New provision, does not change present text. Reads:

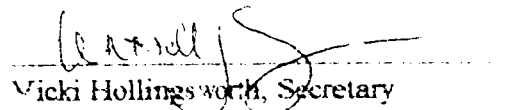
Except that the Board, on majority vote of its members, shall be allowed to approve installation and removal of floor coverings to the patios and balconies of the units.

The undersigned attest that the above amendment of our condominium by-laws was amended by members having a majority of the votes of the association either in writing or by vote at the May 6, 1995 Annual Meeting of the Ocean Villas Condominium Homeowners.

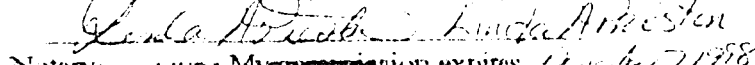
Votes to Approve - 105

Votes to Reject - 13

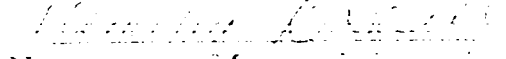

Franklin M. Semberger, President
Ocean Villas Condominium Association

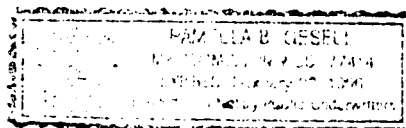

Vicki Hollingsworth, Secretary
Ocean Villas Condominium Association

Sworn before me this 17 day of August, 1995,
STATE OF FLORIDA, ST. JOHNS COUNTY


Notary Public LINDA MYRNES My commission expires December 7, 1998
COMMISSION # 00425093
EXPIRES DEC 7, 1998
SERIES 7400
ATLANTIC COUNTY, NJ

Sworn before me this 17 day of August, 1995
STATE OF FLORIDA, ST. JOHNS COUNTY


Notary My commission expires December 7, 1998



STATE OF FLORIDA

COUNTY OF LEON 85 22653

REC 687 PAGE 146

CORRECTIVE AMENDMENT TO DECLARATION OF CONDOMINIUM

Pursuant to Article II of the OCEAN VILLAS CONDOMINIUM DECLARATION OF CONDOMINIUM, recorded in Official Records Book 565, Page 538, St. Johns County Public Records, First Sun Development Corporation, successor in interest to Ocean Villas Condominium Investors, Ltd., amends the Declaration of Condominium by deleting the legal description of Phase I thereof, and inserting in lieu thereof the legal description attached hereto as Exhibit "A" and incorporated herein by reference. The purpose of this Corrective Amendment is to correct, perfect and amend the legal description of Phase I as a result of an error in the legal description as presently stated.

IN WITNESS WHEREOF, this Corrective Amendment has been executed by the undersigned acting by and through its appropriate corporate official, on October 1st, 1985.

Signed, sealed and delivered in the presence of:

[Signature]
Dorothy R. Livingston

FIRST SUN DEVELOPMENT CORPORATION

By [Signature]
 As its [Signature]

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged to and before me by George D. Peel as President of FIRST SUN DEVELOPMENT CORPORATION, on behalf of said corporation, this 1st day of October, 1985.

THIS IS BEING RE-RECORDED TO ATTACH
 EXHIBIT "A"

Dorothy R. Livingston
 NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES JULY 9, 1988
 BONDED THRU GENERAL INS. UND.



FILED AND RECORDED IN
 PUBLIC RECORDS
 OF FLORIDA

1985 OCT 16 PM 4:04

Carl "Bud" Hinkel
 CLERK OF DISTRICT COURT

A parcel of land in the South 220 feet of the North 1,320 feet of Government Lot 4, Section 3, Township 8 South, Range 30 East, St. Johns County, Florida and in the North 200 feet of Government Lot 5 of said Section 3; said parcel of land being more fully described as follows: Commencing at the intersection of the East right of way line of State Road No. A-1-A (said right of way line being 50 feet East of the center line of said road) with the North line of said South 220 feet of the North 1,320 feet of Government Lot 4 thence North 89 degrees 38 minutes 10 seconds East, on said North line of the South 220 feet of the North 1,320 feet of Government Lot 4, a distance of 303.83 feet; thence South 00 degrees 21 minutes 50 seconds East 25 feet to the Point of Beginning of the herein described parcel of land; thence continuing South 00 degrees 21 minutes 50 seconds East 22 feet; thence South 89 degrees 38 minutes 10 seconds West 250.79 feet to the point of a curve to the left with radius of 10 feet, thence on said curve to the left through a central angle of 73 degrees 00 minutes, an arc distance of 12.74 feet to the point of tangency of said curve; thence South 16 degrees 38 minutes 10 seconds West 131.35 feet to a point; thence, on a curve Easterly, Southerly and Southwesterly on a curve with radius of 30.5 feet (bearing from said last named point to the center of said curve being South 00 degrees 16 minutes 24 seconds West), through a central angle of 179 degrees 21 minutes 46 seconds, an arc distance of 95.48 feet to the end of said curve; thence South 89 degrees 38 minutes 10 seconds West, tangent to said curve, 12.93 feet; thence South 16 degrees 38 minutes 10 seconds West 52.08 feet to the point of a curve to the left with radius of 108 feet; thence, on the said curve to the left, through a central angle of 17 degrees 00 minutes, an arc distance of 32.04 feet to the point of tangency of said curve, thence South 00 degrees 21 minutes 50 seconds East 41.32 feet to the point of a curve to the left with radius of 10 feet; thence, on said curve to the left through a central angle of 90 degrees 00 minutes, an arc distance of 15.71 feet to the point of tangency of said curve, thence North 89 degrees 38 minutes 10 seconds East 306.97 feet; thence South 00 degrees 21 minutes 50 seconds East 22 feet; thence South 89 degrees 38 minutes 10 seconds West, 25 feet North of and parallel with the South line of said North 200 feet of Government Lot 5, a distance of 306.97 feet to the point of a curve to the right with radius of 32 feet; thence, on said curve to the right through a central angle of 90 degrees 00 minutes, an arc distance of 50.27 feet to the point of tangency of said curve; thence North 00 degrees 21 minutes 50 seconds West 41.32 feet to the point of a curve to the right with radius of 130 feet; thence, on said curve to the right through a central angle of 17 degrees 00 minutes, an arc distance of 38.57 feet to the point of tangency of said curve; thence North 16 degrees 38 minutes 10 seconds East 31.13 feet to the point of a curve to the left with radius of 10 feet; thence on said curve to the left through a central angle of 107 degrees 00 minutes, an arc distance of 18.68 feet to the point of tangency of said curve; thence South 89 degrees 38 minutes 10 seconds West 21.00 feet; thence North 17 degrees 04 minutes East, on said East right of way line of State Road, 8.65 feet to the point of a curve to the left with radius of 3,085.15 feet; thence, on said curve to the left and on said right of way line through a central angle of 1 degree 01 minute 25 seconds, an arc distance of 55.12 feet; thence North 89 degrees 38 minutes 10 seconds East 21.74 feet to the point of a curve to the left with radius of 10 feet; thence, on said curve to the left through a central angle of 73 degrees 00 minutes, an arc distance of 12.74 feet to the point of tangency of said curve; thence North 16 degrees 38 minutes 10 seconds East 130.68 feet to the point of a curve to the right with radius of 32 feet; thence, on said curve to the right through a central angle of 73 degrees 00 minutes, an arc distance of 40.77 feet to the point of tangency of said curve; thence North 89 degrees 38 minutes 10 seconds East 250.79 feet to the Point of Beginning.

Verified by JE/OW

REC 698 MAR 10 PM 3:59

CLERK OF DISTRICT COURT

STATE OF FLORIDA
COUNTY OF LEON

84 15472 AMENDMENT TO DECLARATION OF CONDOMINIUM

Pursuant to Article II of the Ocean Villas Condominium Declaration of Condominium, recorded in Official Records Book 565, Page 538, St. Johns County Public Records, Ocean Villas Condominium Investors, Ltd., amends the Declaration of Condominium as follows:

The lands described on Exhibit "A" attached hereto, being the lands described in the above-referenced Declaration of Condominium as Phase II and identified as Phase II in the Ocean Villas Plot Plan are hereby submitted to the condominium form of ownership. Phase II of Ocean Villas Condominium will contain sixty-six (66) units. Each dwelling unit within Phase I and Phase II shall include an equal undivided interest in the common elements and common surplus and shall bear an equal proportion of the common expenses of the condominium. Each dwelling unit within Phase I and Phase II shall own one 138th of the common elements and common surplus and bear one 138th of the common expenses.

Executed this 30th day of July, 1984.

Signed, sealed and delivered OCEAN VILLAS CONDOMINIUM INVESTORS
in the presence of:

Dorothy R. Livingston

BY: OCEAN VILLAS, INC., general partner

Judith A. Leonard

BY: R. V. HARVEY, JR., President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Amendment to Declaration of Condominium was acknowledged to and before me by R. V. HARVEY, JR., as President of Ocean Villas, Inc., general partner of Ocean Villas Condominium Investors, on behalf of said corporation, this 30th day of July, 1984.

Dorothy R. Livingston
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 9, 1988
BINDER THRU GENERAL INS. UND.

This instrument was prepared by
JULIA C. LLOYD
Ocean Villas
P.O. Box 1676
Gainesville, Florida 32602

PHASE II

The South 220 feet of the North 1320 feet of Government Lot 4, Section 3, Township 8 South, Range 30 East of State Road No. A-1-A, in St. Johns County, Florida, as described in deed recorded in Deed Book 194, Page 259, public records of said county, together with all rights as described in deed recorded in Official Records Book 46, Page 548, said public records. Together with all alluvion, avulsion, reliction and accretions which now, heretofore, or hereafter may belong to any of the above described lands, and also all riparian and littoral right, now, heretofore, and hereafter appertaining to said lands which lie east of and adjoining the above described lands, and

The North two hundred (200) feet of Government Lot 5 of Section 3, Township 8 South of range 30 East, which lies East of a line running parallel with and 50 feet East of the Center Line of State Road No. 140 as now located. Together with all alluvion, avulsion, reliction and accretions, which now, heretofore, or hereafter may belong to the above described lands, and also all riparian and littoral rights now, heretofore and hereafter to said land, together with all right, title and interest of the Grantors in and to any lands which lie east of and adjoin the above described land. The above mentioned State Road No. 140 being now known as State Road A-1-A less and except the property described on the attachment hereto.

Exhibit "A"

RECORDED

1953-03-17-53

RECORDED

DECLARATION OF CONDOMINIUM

OF

OCEAN VILLAS CONDOMINIUM

82 17438

OFF REC 565 PAGE 538

KNOW ALL MEN BY THESE PRESENTS THAT:

OCEAN VILLAS CONDOMINIUM INVESTORS, LTD., a Florida limited partnership (the "Developer"), hereby submits to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended (the "Condominium Act"), the land and all improvements now existing thereon and/or hereafter erected thereon all equipment, furnishings, and fixtures now or hereafter located thereon (herein the "Property"), located in St. Johns County, Florida, and more particularly described as follows:

See Attached Exhibit "A"

The Property and any additional property added to the condominium by amendment to this Declaration, shall hereafter be known as Ocean Villas Condominium and shall be subject to provisions, restrictions, reservations, covenants, and conditions and easements hereinafter set forth, all of which shall constitute covenants running with the land, binding upon owners and lessees of any part of the Property, and their heirs, successors, administrators and assigns.

ARTICLE I

DEFINITIONS

1. Association is Ocean Villas at St. Augustine Beach Condominium Association, Inc., a non-profit Florida corporation

EXHIBIT II

organized to administer this condominium. A copy of the Articles of Incorporation is attached hereto as Exhibit "B" OFF REC 565 PAGE 539

2. Dwelling Unit is a Unit as defined by the Condominium Act, subject to the boundary description in Article II of this Declaration. Unless otherwise stated, the term Unit used herein means a Dwelling Unit.

3. Condominium Parcel is a Dwelling Unit in this condominium together with the undivided interest in the Common Elements appurtenant thereto and an undivided share in the Common Surplus, and includes an obligation to bear a portion of the Common Expenses.

4. Owner is the person or entity owning in fee simple a Condominium Parcel.

5. Condominium Property is all of the property subjected to condominium ownership.

6. Common Elements are all of the Condominium Property except the Dwelling Units and shall include but not be limited to:

- (a) All improvements and parts of the Condominium Property not included within a Unit, which do not serve a particular Unit;
- (b) Easements through the Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the various Units and to the Common Elements;

(c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support of the building;

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(d) All utility lines, equipment and installations which serve more than one Unit or the Common Elements;

(e) All parking areas, driveways, sidewalks and entranceways and all other means of egress and ingress to the Condominium Property;

(f) All electrical appliances, apparatus and wiring, plumbing, pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes (except television cables) which are outside of the boundaries of the Units; and

(g) All personal property located on the Property used for the maintenance and operation of the condominium and for the common use and enjoyment of the Owners except personal property owned by Unit Owners.

7. Common Expenses are:

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REC

(a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association and costs of carrying out the powers and duties of the Association, including professional fees and expenses.

(b) Expenses declared Common Expenses by provisions of this Declaration or the Bylaws.

(c) Any valid charge against the Condominium Property as a whole.

8. Common Surplus is all amounts held by the Association in excess of estimated current operating expenses and reserve funds.

9. Board of Directors is the Board of Directors of the Association which shall have the powers and duties specified in the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

ARTICLE II

DESCRIPTION OF CONDOMINIUM; PHASES

The Developer is constructing the seventy-two (72) Units described in Article IV hereof and in Exhibit A on the land described in Exhibit A. Twenty-four units will be two bedroom, two bath flats with approximately 1200 square feet. Forty-eight units will be two bedroom, two bath townhouses with approximately

1200 square feet. Phase I has commenced and will be completed April 13, 1983. Developer reserves the right to expand the condominium at any time prior to December 31, 1989 to add Phase II, which is shown on Exhibit E. Phase II will, if built, contain sixty-six (66) Units. Twenty-two will be two bedrooms, two bath, flats with approximately 1200 square feet. Forty-four will be two bedroom, two bath townhouses, with approximately 1200 square feet. If Phase II is added, each Unit will have as an appurtenance thereto an equal share with all other Dwelling Units in the Common Elements.

Phase II may be added at any time prior to December 31, 1989 without consent of any Unit Owner or any mortgagee of a Unit by executing and recording an amendment to this Declaration adding the Phase as described on Exhibit E.

ARTICLE III

OWNERSHIP OF UNITS AND BOUNDARIES

3.1 Each Unit together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property subject only to the provisions of the Condominium Documents and other covenants, restrictions and easements of records. Each Owner shall be entitled to exclusive possession of his Unit subject to the provisions of the Condominium Documents.

3.2 The boundaries of each Unit shall be determined as follows:

(a) The upper horizontal boundary

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shall be the lower surface of the unfinished ceiling of the uppermost level of each part of the Unit.

(b) The lower horizontal boundary

shall be the plane or upper surface of the unfinished floor of the lowest floor level of each part of the Unit.

ARTICLE IV

UNITS AND APPURTENANCES

The Units are identified below by number. Each Unit shall include the following as appurtenances, whether or not separately described, which shall pass with that Unit whenever it is conveyed:

4.1 Common Elements, Common Surplus and Common Expenses.

Each Condominium Parcel shall include an undivided interest in the Common Elements and the Common Surplus as provided below and shall bear the same proportion of the Common Expenses as its ownership interest in the Common Elements and Common Surplus:

Dwelling Units. Each Dwelling Unit now included or hereafter added to this Condominium shall own an equal interest in the Common Elements and the Common Surplus. The Units initially included in this Condominium are Units One (1) through seventy-two (72) inclusively as shown on Exhibit A.

Each Owner, the Developer and the Association may use the Common Elements for the purposes for which they are maintained but no such use shall hinder or encroach upon the lawful rights of other Owners. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of the whole or any part thereof. Shares of Owners in the Common Elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all the Owners of Units in the Condominium. No such change shall materially affect the lien of a prior recorded mortgage without the consent of the mortgagee.

4.2 Membership in the Association. Ownership of a Unit shall entitle the Owner to membership in the Association and an interest in the funds and assets of that corporation equal to his percentage interest in the Common Elements.

4.3 Voting Rights. Each Owner shall have a vote in the Association equal to the number of Dwelling Units he owns.

4.4 Easements. Each unit shall have as an appurtenance, the following easements.

(a) An exclusive easement for the use of the air space occupied by the Unit as it exists in any particular time.

(b) Easement through all Common Elements for ingress, egress, maintenance, repair and replacement.

(c) Easements through Units for maintenance, repair and replacement of the Unit and Common Elements and for other necessary purposes. Such access shall be only during reasonable hours except in case of emergency.

ARTICLE V

DEVELOPER'S UNITS AND PRIVILEGES

5.1 Right to Own and Sell. Notwithstanding anything herein to the contrary, the Developer (which term shall include its officers and directors) has the irrevocable power to sell, lease or rent Units to any person. Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale, lease or rental of Units, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and use the Common Elements to show Units. A sales and rental office, signs and all items pertaining to sales and rentals shall not be considered Common Elements and shall remain the property of the Developer.

5.2 Assessments Against Unbuilt or Unsold Units.

(a) The Developer shall be excused from payment of his share of the common expense

assessed against those units of the condominium owned by the Developer subsequent to recordation of this Declaration of Condominium. However, the period during which the Developer is excused from payment of Common Expenses shall terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs.

(b) During the time period the Developer is excused from payment of Common Expenses assessed against units in the Condominium, Developer shall pay the portion of Common Expenses incurred which exceed the total amount of Common Expenses assessed against other unit owners.

5.3 Right to Change, Divide or Combine Units. The Developer reserves the right to change the interior design

and arrangement of, and to divide or combine one or more Units or portions thereof at any time prior to the sale of such Units by the Developer, provided that the share of the Common Elements, Expenses and Surplus applicable to such divided or combined Units shall include all of the shares of ownership interest in the Common Elements and Surplus attributed to the Units affected.

5.4 Easement for Access and Utilities. The Developer expressly reserves a perpetual easement for ingress and egress for all utility installation and maintenance over, across and under all the roadways and parking areas as shown on Exhibit A.

5.5 Developer's Right to Manage. Developer hereby reserves unto itself the right to manage all of the affairs of this Condominium and all of the affairs of the Association including naming all directors and officers of the Association as long as the Developer owns more than eighty-five percent (85%) of the Units in the Condominium. Thereafter, the Unit Owners shall be entitled to elect directors of the Association as specified at this time in Section 718.301, Florida Statutes.

5.6 Prohibited Actions. So long as the Developer is the Owner of record title to any Unit, and holds that Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

- (a) Assessments of the Developer as a Unit Owner for capital improvements;
- (b) Any action that would be detrimental to the sale of Units by the Developer; provided, however, that a uniform increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental.

ARTICLE VI

THE ASSOCIATION

6.1 Duties. The Association shall administer, manage, maintain and repair the Condominium and the Condominium Property (except for the portions of Units to be maintained and repaired by Owners).

6.2 Members and Voting. All persons owning a vested present interest of record in the fee title to any Condominium Parcel shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Condominium Parcel terminates. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective unit.

6.3 Powers. Each owner shall be entitled to one vote in the Association for each Condominium Parcel owned by him, which shall be exercised only by that Owner or his proxy. If a person owns more than one Unit, he shall be entitled to one vote for each Unit owned. In the event a Unit is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote for that Unit shall be designated by a certificate filed with the Secretary of the Association and signed by all joint owners of the Unit or by an authorized agent of the corporation or other entity. The Association has all of the rights and powers available to a non-profit corporation under the laws of the State of Florida, and the powers created by the Condominium Act, the rights, powers and duties accorded to it by this Declaration

6.4 Expenses. All expenses of the Association shall be assessed as Common Expenses of the Owners, as provided in the Bylaws.

ARTICLE VII

MAINTENANCE, ALTERATION AND REPAIR

The responsibility of the maintenance and repair of the Condominium Property shall be as follows:

7.1 Association. The Association shall maintain, repair and replace:

(a) All Common Elements, including but not limited to all boundary walls of the Units except interior surfaces, all portions of the Unit contributing to the support of the building,

the outside walls of buildings, floor and ceiling slabs, load bearing walls, and floor slabs of patios, and all fixtures on the exterior.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units, except those facilities which are the responsibility of the Owners to maintain, and all facilities contained within a Unit that service parts of the condominium other than Units in which they are contained.

(c) All other items which the Board of Directors of the Association determines shall be maintained, repaired or replaced by the Association in accordance with uniform policies, consistently applied.

The Association shall have access to each Unit during reasonable hours as may be necessary for repair or maintenance of any Common Elements located therein or accessible therefrom and shall have such rights of access in emergencies as are necessary to prevent damage to a Unit or to the Common Elements.

7.2 Owner. The Owner shall:

(a) Maintain, repair and replace all portions of each Unit except the portions to be repaired and replaced by the Association. The areas to be maintained by the Owners shall include but not be limited to:

(i) Heating and air-conditioning equipment within the Unit, and the ducts, pipes, wiring, controls, and

other apparatus serving only that Unit, even though located outside the Unit boundary.

OFF REC 565 PAGE 551

(ii) All kitchen and bathroom fixtures, apparatus and equipment

(iii) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets; switches, wires, pipes, and conduits within the unfinished surfaces of the boundary walls of the Unit, and any such items serving only one Unit, even though located outside the Unit boundary

(iv) All doors within the Unit including those which open to the Unit from an entranceway or the outside, interior walls and partitions, wall decorations and built-in furniture, windows, and window apparatus and glass, sliding glass doors, screens and screen supports.

(b) Not install any mechanical equipment which causes annoyance to the occupants of other Units.

(c) Not paint or otherwise decorate or change any portion of the exterior of the Unit building.