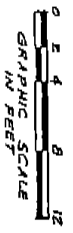


CONDOMINIUM BUILDING
 TYPICAL FLOOR PLAN
 (UNITS 1B-6B, 8B, 9B)



THE WATERFORD
 A CONDOMINIUM
 DUVAL COUNTY, FLORIDA.

EXHIBIT **B** SHEET **14**

THE WATERFORD A CONDOMINIUM DUVAL COUNTY, FLORIDA.

GENERAL NOTES

1. All improvements shown are proposed.
2. //// denotes Limited Common Element.
3. Common Elements are all areas except Condominium Units and Limited Common Elements.
4. Condominium Unit dimensions are interior measurements and are subject to slight variances due to normal construction practices.
5. Common walls between Units are Common Elements.
6. Decks, balconies and covered terraces are Limited Common Elements.
7. The condominium unit ceiling elevations referred to hereon are the elevations of the horizontal plane of the unfinished ceiling surface projected across the condominium unit; however, in the condominium units with cathedral type ceilings, the space above this horizontal plane and below the unfinished surface of the vaulted ceiling is also a part of the condominium unit.
8. P denotes parking space.
9. S denotes storage space.
10. Areas identified as pavement are for ingress and egress and parking.

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This document was recorded on _____, 1984
 in Official Records Book _____, Page _____, of the
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Appendix I to Public
 Offering Statement

Chief Operating Officer of Regency Square Properties, Inc. As Executive Vice President of Barnett Winston Investment Trust, Mr. Abstein had overall responsibility for originating and underwriting construction loans for numerous real estate developments, including condominium projects totaling more than 1,000 units. As President of Regency Square Properties, he had overall responsibility for the successful conversion of a 54 unit condominium project located in Jacksonville, Florida.

Property reserved for that purpose. The obtaining of telephone service and telephone equipment for a Unit shall be arranged and contracted for directly by the Unit Owner with the utility. Fees and charges for such telephone service will be a direct obligation of the Unit Owner to the utility.

- (e) Storm drainage is provided by the City of Jacksonville Beach, Florida.

9. APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS.

The apportionment of Common Expenses and ownership of the Common Elements has been determined by dividing the approximate total square footage of all Units by the approximate square footage of each Unit and then adjusting the resulting quotients so that the total equals one hundred percent.

10. ESTIMATED OPERATING BUDGET.

An estimated operating budget for the operation of the Condominium is attached as Exhibit H of this Prospectus. Although the estimates contained therein are only approximate and actual expenses may be higher or lower than estimated, these estimates reflect the total assessments associated with ownership of a Unit and the use of the Condominium Property. Sponsor hereby guarantees that no Unit Owner's assessments will exceed the dollar amounts stated in the Sponsor's Guarantee which is attached to the Estimated Operating Budget, subject to the termination provisions contained therein.

11. ESTIMATED CLOSING EXPENSES.

A schedule of Estimated Closing Costs is attached as Exhibit J. An owner's title insurance policy will be provided to a buyer at Sponsor's expense. (See Exhibit J).

12. INSURANCE.

Paragraph 8 of the Declaration of Condominium describes the type of insurance coverage to be carried by the Association. Paragraph 8 also provides for the optional appointment by the Association of an Insurance Trustee to handle insurance proceeds in the event of an insured loss. Attached as Exhibit K to this Prospectus is a form Insurance Trust Agreement for use if an Insurance Trustee is appointed.

13. SPONSOR.

The Sponsor is Waterford Associates, Ltd. a Florida limited partnership, whose sole general partner is The Abstein Company, a Florida corporation. The experience of the Sponsor in the residential condominium field is limited to the development of this Condominium. However, the principal officer and director of The Abstein Company has participated in the financing and development of numerous condominium projects in Florida and throughout the Southeast totaling more than 2,000 units.

14. OPERATING OFFICER.

Chief operating officer directing the creation and sale of The Waterford, A Condominium is J. Bart Abstein. Mr. Abstein has more than nineteen (19) years experience in commercial real estate financing, development, and management. Most of this experience was acquired in the Jacksonville, Florida area, where Mr. Abstein has served as Executive Vice President of the Barnett Winston Investment Trust, a publicly owned real estate investment trust, and as President and

are set forth in detail in the By-Laws of the Association at Article 4.2. The By-Laws are attached to the Declaration of Condominium as Exhibit F.

6. RESTRICTIONS ON TRANSFER, ETC.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

The provisions relating to restrictions on transfer are set forth at Paragraph 11 of the Declaration of Condominium.

7. RESTRICTIONS ON THE USE OF UNITS.

- (a) Apartment living requires that each Unit Owner regulate the occupancy and use of his Unit and the Common Elements so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his Unit. With this in mind, certain initial rules and regulations have been established to protect each Owner's right to the quiet enjoyment of his property. These rules and regulations (the "Rules and Regulations") are attached as Exhibit G to this Prospectus.
- (b) Although children are not prohibited from the Condominium, parents are responsible to see that their children do not disturb the residents of the Condominium.
- (c) While pets are not prohibited from the Condominium, the type and size of pets are restricted. Furthermore, the keeping of a pet is not a right but a conditional license revocable upon a finding that the pet is an unreasonable nuisance or danger to others. See the paragraph entitled "Pets" in the Rules and Regulations.

8. UTILITIES.

- (a) Sewage and waste water disposal will be provided to the Condominium by the City of Jacksonville Beach, Florida. There is a monthly waste disposal charge by the utility that will be a direct obligation of and shall be paid by the Association. The Association will charge each Unit for such services as part of the monthly maintenance charge.
- (b) The water supply is provided to the Condominium by the City of Jacksonville Beach, Florida. There is a master water meter that will meter the water service to the Condominium Property. The Association will pay the monthly water charges to the utility and will charge each Unit for such services as part of the monthly maintenance charge.
- (c) Electricity is furnished to the Condominium by the City of Jacksonville Beach, Florida through underground feeder and power easements reserved for that purpose. Each Unit Owner will be separately metered for electric utility consumption which will be a direct obligation from the Unit Owner to the utility. Common area light and power will be separately metered and paid for by the Association which will charge each Unit as part of the monthly maintenance charge.
- (d) Telephone service is provided by Southern Bell Telephone Company, a public utility, through underground telephone lines within easements in the Condominium

approximately 4 people that can be used as an office or general storage room. There are also two restrooms on the first floor of approximately 25 square feet each.

- (b) There is one free-form swimming pool on the Atlantic Ocean side of the residential building in the southeast corner of the Condominium Property. The pool is approximately 36 feet long and 18 feet wide and ranges in depth from 4 feet to 8 feet. A deck area of approximately 924 square feet surrounds the pool. The deck and the pool will accommodate approximately 40 people. The pool is not heated.
- (c) There are a total of 44 covered parking spaces in the parking garage and the first floor of the residential building and 37 additional outdoor parking spaces on the Condominium Property. There are 36 storage closets located in the residential building on the garage level. Sponsor has reserved the right to assign the exclusive use of at least one covered parking space and one storage closet to each Unit. See Paragraph 8 of the By-Laws (Exhibit F to the Declaration of Condominium) for details.
- (d) Sponsor represents that it will spend a minimum of \$2,000.00 to purchase personal property for these commonly used facilities.
- (e) Construction of all of the above described commonly used facilities has not been completed. The estimated date that these facilities will be available for use by the residents of the Condominium is October 31, 1984. The Sponsor does not intend to provide additional commonly used facilities except as described above.

4. MANAGEMENT AND MAINTENANCE.

- (a) Sponsor has caused to be incorporated a Florida not for profit corporation to be the association of Unit Owners and to manage and operate the Condominium. The Waterford Condominium Association of Jacksonville, Inc. (the "Association") will be managed by and through its Board of Directors pursuant to the provisions of the Declaration of Condominium and the Association's Articles of Incorporation and By-Laws attached as Exhibits E and F thereto.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH THE ABSTEIN COMPANY. SEE EXHIBIT L TO THIS PROSPECTUS.

- (b) The Association has contracted with The Abstein Company ("Manager") to provide for the maintenance and operation of the Condominium. The initial term of the contract is one year and is automatically renewable annually, subject to termination on 30 days notice. A detailed description of the nature of the services provided by the Manager is found in paragraph 2 of the Management Contract, which is Exhibit L to this Prospectus. The Manager is entitled to compensation at the rate of \$11.00 per month (\$132.00 per year) times the number of Units in the Condominium.

5. PROVISIONS RELATING TO CONTROL.

THE DEVELOPER (SPONSOR) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The provisions relating to control of the Association by persons other than Unit Owners (which term for purposes of) this Article 5 shall mean Unit Owners other than the Sponsor

1. GENERAL DESCRIPTION OF CONDOMINIUM.

- (a) The name of the Condominium is The Waterford, A Condominium. The Condominium is located at 1221 First Street South, Jacksonville Beach, Florida 32250. The Declaration of Condominium (the "Declaration") is attached hereto as Appendix I.
- (b) There is one (1) residential building with thirty-six (36) condominium Units and one (1) parking garage in the Condominium. There are nine (9) types of Units within the Condominium, with the following number of bedrooms and bathrooms:

<u>Type</u>	<u>Bedrooms/Bathrooms</u>
The Barton	3 Bd./2 1/2 Ba.
The Jackson	2 Bd./2 Ba.
The Hampton	4 Bd./3 1/2 Ba.
The Winfield	3 Bd./2 1/2 Ba.
The Radford	3 Bd./2 1/2 Ba.
The Coggin	3 Bd./3 1/2 Ba.
The William	3 Bd./2 1/2 Ba.
The Arnold	3 Bd./3 1/2 Ba.
The Tyler	4 Bd./3 1/2 Ba.

The plot plan and survey of the Condominium showing the location and approximate dimensions of the proposed residential building and recreational and other facilities is attached as Exhibit B to the Declaration. Construction of the Condominium is not substantially complete. The estimated latest date of completion of construction of the Condominium is stated on the first page of the Condominium Deposit Receipt and Purchase Agreement in the paragraph preceding paragraph one.

- (c) These 36 Units are the maximum number that will use the Condominium facilities in common.
- (d) Annexed as Exhibit D to the Declaration is a schedule showing the percentage share of the Common Elements appurtenant to each Unit. The designations set forth therein shall not be deemed to preclude the combining or severance of two or more Units into one Unit or the combining of rooms in any given Unit, or to prevent or require the use of any specific rooms in any manner as is otherwise lawful and permitted. Such combining or severance requires prior approval of the Directors of the Association as set forth in the Declaration at paragraphs 3.7 and 5.2.
- (e) THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE. Sponsor's plan does not include a program of leasing Units rather than selling them, but Sponsor has reserved the right to lease Units owned by it. If a Unit is sold prior to the expiration of a lease term, title to the Unit will be conveyed subject to the lease and an executed copy of the lease will be attached to the purchase agreement for the Unit.

2. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

3. GENERAL DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES.

The recreational and other commonly used facilities that will be used only by residents of this Condominium are described below. All references to floor are approximate. See Exhibit B for locations.

- (a) There is a room on the first floor of the Condominium of approximately 120 square feet with a capacity of

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IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING
A CONDOMINIUM UNIT

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIAL.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.
5. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
6. THE DEVELOPER (SPONSOR) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD (SEE ARTICLE 4 OF THE BY-LAWS ATTACHED AS EXHIBIT F TO THE PROSPECTUS).
7. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED (SEE PARAGRAPH 10 OF THE DECLARATION OF CONDOMINIUM, APPENDIX I TO THE PROSPECTUS).
8. THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH THE ABSTEIN COMPANY (SEE EXHIBIT L TO PROSPECTUS).

PROSPECTUS FOR THE WATERFORD, A CONDOMINIUM

1221 First Street South
Jacksonville Beach, Florida 32250

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALE MATERIAL.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

THE WATERFORD, A CONDOMINIUM

TITLE PAGE

1. Prospectus
2. Declaration of Condominium
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5. Surveyor's Certificate
6. Percentage Share of Common Elements and Common Expenses
7. Articles of Incorporation of the Waterford Condominium Association of Jacksonville, Inc.
8. By-Laws of The Waterford Condominium Association of Jacksonville, Inc.
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10. Estimated Operating Budget and Sponsor's Guarantee
11. Form of Purchase and Sale Agreement
12. Buyer's Estimated Closing Costs
13. Insurance Trust Agreement
14. Renewable Management Agreement
15. Escrow Agreement

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improperly parked vehicles can be towed away at the violator's expense.

18. Deliveries and Moving.

- A. Major moving of furnishings in and out of the building must not be scheduled for weekends or holidays to avoid blocking traffic areas and tying up the elevators during peak periods of use.
- B. All persons moving or delivering major appliances, furniture, and other large items must use the south garage entrance and south elevator. Protective pads for the elevator walls must be used to prevent damage to the elevator cab.
- C. Any damage to the Condominium Property caused by the moving or delivering of articles shall be paid for by the owner.
- D. The party responsible for moving or deliveries shall also be responsible for cleaning up any mess resulting therefrom.

19. Elevators.

- A. Smoking is prohibited. This is also a State law.
- B. Playing or joy-riding is not permitted.
- C. Litter should not be left in the elevators.

20. Amendment. These Rules and Regulations may be amended from time to time by a majority of the Board of Directors in accordance with the requirements of the By-Laws; or may be amended by a majority vote of the owners at a meeting duly called for such purpose; provided however, no provisions of these Rules and Regulations may discriminate against any owner, or renter, or class of owners or renters without their written approval. All provisions of the Rules and Regulations must be uniformly enforced against all owners, renters, and residents of the Condominium.

their sole determination that such Pet is vicious or is annoying other residents or is otherwise a nuisance.

17. PARKING.

- A. Parking areas are for passenger automobiles and vans, pick-up trucks of 3/4 ton capacity or less, motorcycles, mopeds and bicycles only, and no boats, other trucks, trailers, motorhomes, campers or other vehicles or objects shall be parked on the Condominium Property, without the prior written approval of the Board of Directors. Permitted vehicles may only be parked in marked parking spaces and only in a manner so as to not impede the use of other parking spaces, driveways, sidewalks and other passageways.
- B. No owner or any other person may repair, or store, or place on blocks, or otherwise maintain any motor vehicle (including permitted automobiles, motorcycles, trucks or trailers) on the Condominium Property without the prior written approval of the Board of Directors. Permitted motor vehicles may only be washed and waxed in areas designated by the Board of Directors.
- C. Each unit owner has been assigned at least one covered parking space and decals must be placed in the lower left corner of the rear window of each car. Additional parking for family and guests is available on the open parking lots on the north and south portions of the Condominium Property.
- D. Owners of assigned parking spaces may take such legal action as they choose against trespassers or violators of their spaces; however, the Association recommends that the violation first be reported to the Manager who will attempt to resolve it promptly (within one (1) hour at the most). Illegally or

K. Chairs and lounges should not be placed so as to block safe passage around the pool. Chairs and lounges belonging to the Association may not be removed from the pool area. Chairs and lounges must be protected with a towel if tanning oil is being used.

L. Diving is not permitted.

16. PETS. No pets or animals shall be kept or maintained in or about the Condominium Property except dogs, cats and small birds, and fish, hereinafter referred to as "Pets." A conditional license to maintain one Pet, as defined above, in the owner's unit, is granted subject to the following conditions and reservations:

- A. Dogs must be kept on a leash at all times while on the common areas.
- B. Pets must not be curbed near the buildings, walkways, shrubbery, gardens or other public spaces, but only in designated pet walk areas. Owners are required to clean up after Pets when unable to reach designated pet walk areas.
- C. An Owner is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the unit owner shall be subject to assessment by the Association for the amount of damage.
- D. Pets are not allowed in the swimming pool area.
- E. No Pet may weigh over 20 pounds.
- F. No Pet may be brought into or on the Condominium Property by guests, renters or visitors.

The above conditional license is subject to revocation and termination at any time by the Board of Directors upon

the pool by the host and the number of guests must be limited to not more than four (4) per resident at any one time so as not to monopolize the facilities. Private pool parties are prohibited. Other rules are as follows:

- A. No lifeguard is on duty. Swim at your own risk.
- B. Pool hours are 9:00 A.M. to 10:00 P.M. No exceptions.
- C. Everyone must thoroughly shower prior to entering pool. Do not apply oil or lotion before entering the pool. Persons with skin abrasions or who are ill should not enter the pool.
- D. Guests using pool must be accompanied at the pool by host or responsible adult of host's family unless special permission has been granted by the Association.
- E. Children under 12 years of age and children unable to swim may not enter the pool unless accompanied by an adult resident, parent, or guardian. Children who are not toilet trained are not allowed in the pool at any time.
- F. No balls, tubes, floats, rafts, masks, snorkels, fins or other floating objects are permitted in the pool.
- G. No running, splashing, or other rough play around the pool is permitted.
- H. Persons in the pool must wear bathing suits. No cut-offs, wet suits or children in diapers are allowed.
- I. No cooking or eating in the pool area. Drinks may be brought into the pool area in plastic or paper cups only. Glass is prohibited. All trash must be placed in containers provided and not in ashtrays.
- J. No pets allowed in the pool or in the general pool area.

10. Employees. In order to efficiently utilize employees and minimize the cost of performing maintenance work, owners shall not be permitted to directly give orders or directions to any employee of the Association or the Manager. All requests for service shall be directed to the Manager or an officer of the Association. No one, except building employees, shall be permitted on the roof of the buildings.

11. Storage. No part of the Common Elements shall be used for storage of any materials, boats, vehicles, or any other items, except in areas designated by the Board of Directors and upon the written approval of the Board of Directors. No inflammable oils or fluids, explosives or other articles deemed hazardous shall be stored on the premises.

12. Refuse Disposal. Disposal of trash, garbage and other refuse shall be by the use of the trash chute located on each floor. It must be securely sealed in a heavy-duty plastic bag before placement in the trash chute. Do not throw small objects, loose newspapers, hot coals or unwrapped trash down the chute. Items too large for the trash chute, such as cartons, etc., shall not be left by the trash chute but shall be placed only in refuse containers, i.e., dumpsters, provided for that purpose.

13. Children. Children are permitted to use the common facilities only under reasonable supervision by responsible adults. Residents shall be responsible for any damage to the Common Elements caused by their children or the children of their guests or visitors.

14. Association Approval. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board of Directors.

15. Swimming Pool. The swimming pool is for the exclusive use of owners, residents, guests, renters and visitors. Owners and renters are responsible for the conduct of their families and guests. Guests must be accompanied at

- E. All renters are required to fill out a Rental Application and Rental Agreement Form, and will receive a copy of the Rules and Regulations. They must then sign a form stating that they have read the Rules and Regulations and agree to abide by them. This must be done prior to occupancy.
- F. Renters will be given parking permits for their cars when signing in at the office. The renter must notify the Association or the Manager when furniture or other items will be moved in. Weekends and holidays must be avoided.
- G. If an owner lends the unit to friends or relatives, the owner should have them introduce themselves at the office, in order to avoid embarrassment when they use the facilities.
- H. The Association accepts no liability or responsibility to the unit owner for failure to collect rents, for damage to owner's unit or any furnishings therein; or for any other cause whatsoever in connection with the rental of a unit. The unit owner is responsible for a renter's damage to Common Elements.
- I. The maximum number of occupants that will be permitted to stay in any rented unit is as follows:
- | | |
|---------------|----------|
| Two Bedroom | 4 people |
| Three Bedroom | 6 people |
| Townhouses | 8 people |
| Penthouse | 8 people |
- J. The Association is authorized to charge each Unit Owner an administrative fee to cover the expenses of the Association in the performance of its review and approval functions, record keeping and other duties specified herein. This administrative fee is currently established at \$50 and is subject to modification by the Board of Directors.

any unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or the By-Laws of the Association. However, except in a case of emergency, such entry will be made only by prearrangement with the resident. Admittance of repairmen, etc., to your unit by the Manager may be granted only at your request. The Manager will be unable to remain with the person during the time spent in your unit and will not be responsible for your unit and furnishings.

9. Rentals and Guests. Leasing of the unit by the owner shall be permitted under the following terms and conditions:

- A. The minimum term for any rental shall be four (4) consecutive weeks.
- B. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease and dispossess the renter for material violations by the renter of any of the provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association, the Rules and Regulations of the Association or any law, regulation, agreement, document or instrument affecting the Condominium.
- C. Long-term leases (six months or more) must be approved in advance by the Board of Directors. Each lease will be reviewed every six months. No sub-leasing is permitted.
- D. As provided in the Declaration of Condominium, a Unit lease automatically includes the leasing of any storage or parking spaces assigned to a Unit, and an Owner who has leased his Unit has no right to use any storage or parking spaces or any other part of the Condominium Property during the term of the lease.

balconies or terraces during hurricane warnings and other periods of high winds.

Alteration and repair of the exterior of the Condominium Property is the responsibility of the Association and the exterior of the units and all other areas appurtenant to a unit, including the porches, balconies and patios shall not be painted, decorated, or modified in any manner without prior written approval of the Board of Directors in accordance with the provisions of the Declaration and the By-Laws. No wiring will be installed for electrical or telephone installation nor will there be any installation of any type of television antennae, machine or air conditioning units, etc., on the exterior of the buildings or that protrude through the walls or roof of the building except as authorized by the Board of Directors.

5. Disturbances. All persons shall avoid the excessively loud playing of musical instruments, radios, television, etc., and shall avoid making any noises that will disturb or annoy occupants of other units.

6. Signs. No one shall post any advertisements or posters of any kind in or on the windows, porches, or other areas of a unit visible from the exterior or on any part of the common elements, including "For Sale" and "For Rent" signs except as authorized by the Board of Directors.

7. Common Elements. Sidewalks, entrances, passages, vestibules, stairways and corridors shall not be, in any manner, obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises. Any damage to buildings, recreational facilities or other common areas or equipment caused by any owner, his children, guests, visitors or renters shall be repaired at the expense of the owner if not covered by insurance.

8. Unit Access. The agents of the Association or any contractor or workman authorized by the Association may enter

or penalties for violations of the Rules and Regulations provided that all such fines or penalties are uniformly invoked against all owners and residents. If any assessed fine or penalty that has not been paid within two (2) weeks after written notification to the resident and the owner of the Unit (if the owner is not in residence) the Board of Directors shall have the authority to file a lien against the owner's unit in accordance with the provisions of the Association's By-Laws.

2. Use of Facilities. The comforts and facilities of the Condominium are primarily for the use of residents and guests. Without the prior written consent of the Association, visitors are permitted to use these facilities only with the approval of, and when accompanied by, a resident. Owners must give advance written notice to the Association of the arrival and departure of guests who have permission to use a unit in the absence of the owner. Owners will be responsible for the actions of their renters, guests and visitors, and must be mindful of the rights of other residents.

3. Maintenance. An owner or resident shall maintain his unit in a good state of preservation and cleanliness at all times so that neither his unit nor any other unit will be damaged by his neglect. Each owner is required to have his unit sprayed once a month by a professional pest controller. Everything inside the unit is the responsibility of the owner.

4. Balconies, Terraces and Unit Exterior. It is prohibited to hang towels, laundry, rugs, etc., from the windows, porches, balconies, trees, or from any of the facades of the condominium structures. All draperies shall be lined in white. No awnings or window guards shall be used without the prior written approval of the Board of Directors. Balconies, patios and porches may not be used for storage. All furniture and other objects shall be removed from

THE WATERFORD, A CONDOMINIUM

RULES AND REGULATIONS

FOREWORD

The following Rules and Regulations are designed for one basic purpose only . . . to ensure, insofar as is possible, the protection of the rights, privileges, privacy, safety, comfort, convenience, well being and property of our individual owners, and for good housekeeping in general. They are simply a codification of what is believed necessary to promote decent, courteous and considerate relations among all The Waterford residents, whether they be owners, renters or guests.

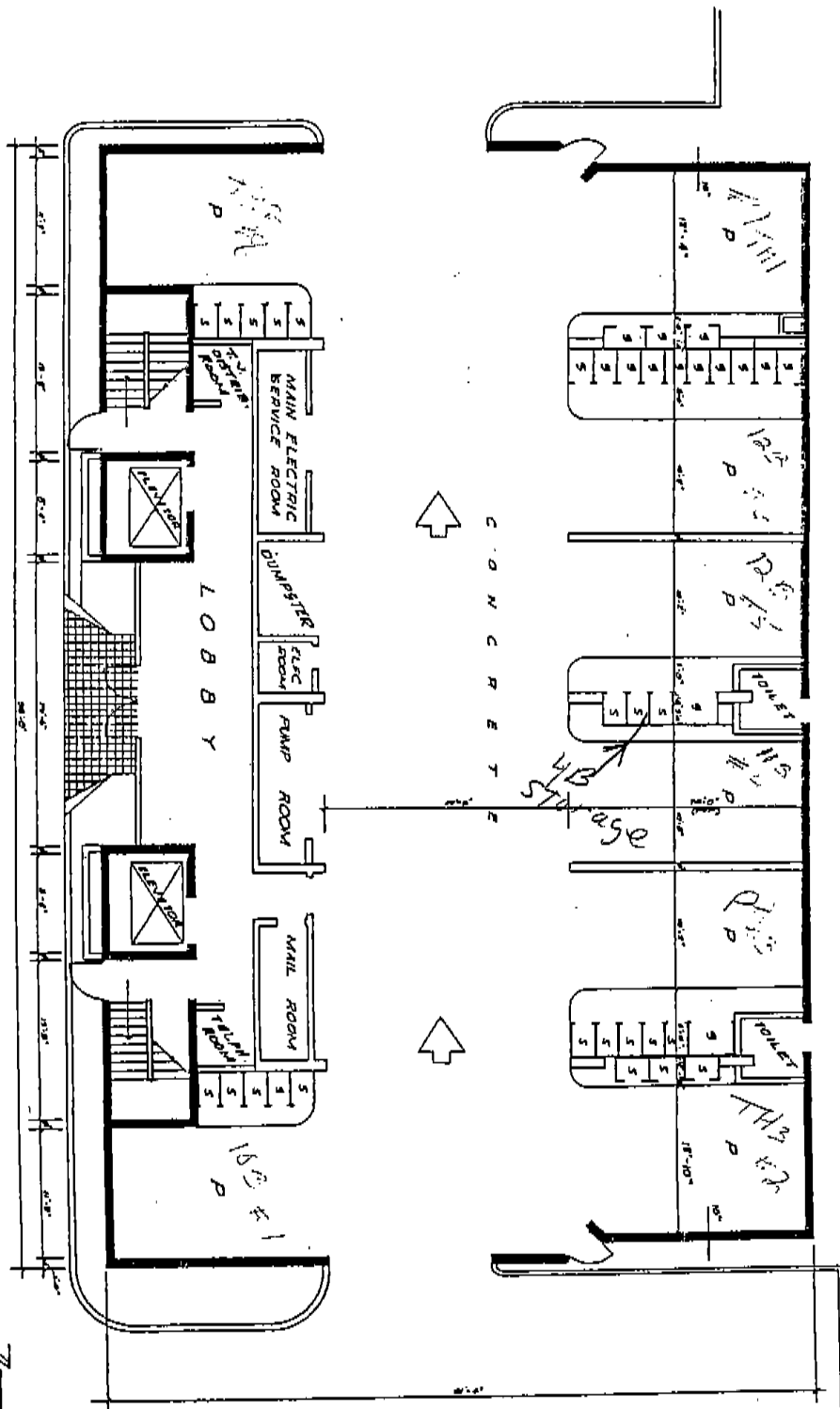
Before proceeding, it is important to define several words for clarification:

1. An owner is one who has purchased a unit in The Waterford. This includes members of the purchaser's immediate family who reside in the unit.
2. A resident is one who is residing in the unit, whether or not he is an owner.
3. A guest is one who is visiting a resident on an overnight or longer basis.
4. A renter is one who rents or leases a unit from an owner.
5. A visitor is one who is invited or drops in for a brief social visit.

1. General.

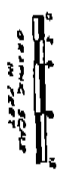
The Board of Directors of the Association, or the Manager at the direction of the Board of Directors, will be responsible for implementing and enforcing these Rules and Regulations, and it is expected that all owners, residents, guests, and visitors will cooperate fully. The Board of Directors shall have the sole authority to interpret these Rules and Regulations and their determination shall be controlling. The Board of Directors may from time to time establish fines

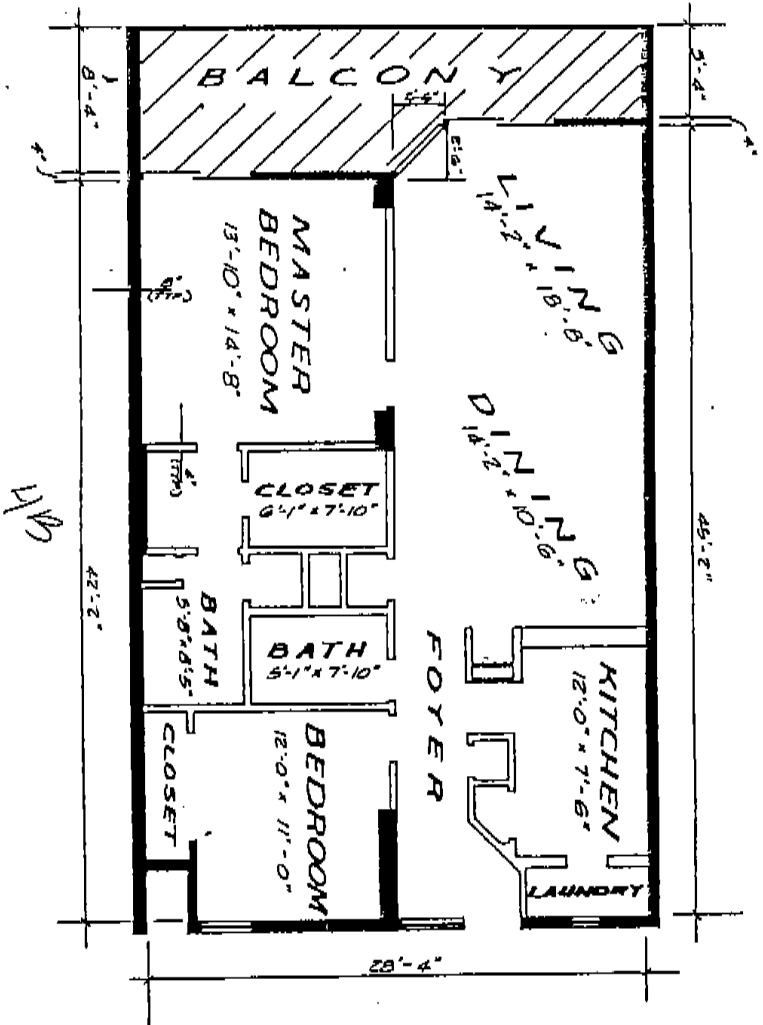
CONDOMINIUM BUILDING
GARAGE AND LOBBY FLOOR PLAN
(GROUND FLOOR)



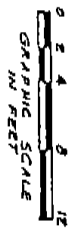
THE WATERFORD
A CONDOMINIUM
DUVAL COUNTY, FLORIDA.

113' 3" T





CONDOMINIUM BUILDING
TYPICAL FLOOR PLAN
 (UNITS 18-68, 88, 98)



THE WATERFORD

A CONDOMINIUM
 DUVAL COUNTY, FLORIDA.

EXHIBIT B SHEET 8