

DECLARATION OF90 28951 COVENANTS, RESTRICTIONS, AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS THAT: MULTI-DEVELOPERS, INC., ("Developer") is the owner of land in St. Johns County, Florida, more accurately described as:

Lots 11 through 17, inclusive, Block 43, Davis Shores, according to the plat thereof as recorded in Map Book 3, Page 99 of the public records of St. Johns County, Florida.

(the "Land"), and are constructing six residential Town Homes (the "Town Homes") on the Land (all of which is to be referred to as the "Property"); and

WHEREAS, Developer intends to form an incorporated community association whose members will be the owners of the six (6) Town Homes (the "Association"); and

WHEREAS, to maintain the appearance and integrity of the residential community, Developer desires to place certain covenants and restrictions upon the use of the Property, and

WHEREAS, Developer desires to create various easement for the use and benefit of the Property; and

NOW, THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby restricts the use of the Property and hereby creates the easements and impose the following covenants and restrictions upon the Property and grantees of any deed conveying any portion of the Land shall, by the acceptance of such deed, agree to all such easements, covenants and restrictions and to observe, comply with and be bound by all the covenants and restrictions, and the condition of the easements as follows:

Definitions

1.01. Town Home. The term "Town Home" shall mean one of the six (6) residences in the two (2) buildings to be constructed on the Land, including any portion of the Land deeded with the residence and including as an appurtenance thereto, membership in the Association. Such appurtenance shall not be separable from the Town Home.

1.02. Arriicola Town Homes Association. An incorporated not-for-profit association the purpose of which is to enforce the provisions of this Declaration of Covenants, Restrictions, and Easements, maintain the Common Property, and any other activity necessary for the proper operation and maintenance of the Property.

1.03. Common Property. The term "Common Property" shall mean that portion of the Land, more particularly described as:

Lots 11 through 17 inclusive, Block 43, Davis Shores, according to the plat thereof as recorded in Map Book 3, Page 99 of the public records of St. Johns County, Florida, less and except the following described three (3) parcels:

PARCEL ONE:

Commence at the northwest corner of said Lot 17; thence S 74°49'00" E along the northerly line of said lots 74.69 feet; thence S 15°11'00" W 15.88 feet to the Point of Beginning for the herein described parcel; thence S 15°05'52" W 36.20 feet; thence S 74°54'08" E 21.45 feet; thence N 15°05'52" E 36.20 feet; thence N 74°54'08" W 21.45 feet to the Point of Beginning.

PARCEL TWO:

Commence at the northwest corner of said Lot 17; thence S 74°49'00" E along the northerly line of said lots 139.09 feet; thence S 15°11'00" W 15.90 feet to the Point of Beginning for the herein described exception; thence S 15°05'52" W 36.20 feet; thence N 74°54'08" W 42.95 feet; thence N 15°05'52" E 36.20 feet; thence S 74°54'08" E 42.95 feet to the Point of Beginning.

PARCEL THREE:

Commence at the northwest corner of said Lot 17; thence S 74°49'00" E along the northerly line of said lots 149.09 feet; thence S 15°11'00" W 15.09 feet to the Point of Beginning for the herein described exception; thence S 15°05'52" W 36.20 feet; thence S 74°54'08" E 64.40 feet; thence N 15°05'52" E 36.20 feet; thence N 74°54'08" W 64.40 feet to the Point of Beginning.

an undivided fractional interest of which shall be appurtenant to ownership of each Town Home.

1.04. Common Expenses. Common Expenses are all expenses and assessments properly incurred by the Association. They include, but are not limited to:

(a) Expenses of insurance, maintenance, operation, repair, replacement, and betterment of the Common Property.

(b) Expenditures by the Association for payment of costs that are declared herein to be the responsibility of a Town Home owner. It is specifically understood and agreed, however, that the Association shall not be required to make such expenditures, that the making of such expenditures shall be purely a matter of discretion on the part of the Association, and that the inclusion of this provision is intended solely to grant the Association certain enforcement rights insofar as the ultimate recovery of such expenditures by the Association from the responsible Town Home owner;

(c) Expenses incurred for the enforcement of these covenants, restrictions and easements, including fees for filing liens, court costs and attorneys' fees.

(d) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws of the Association.

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

Miscellaneous.

2.01. Residential Use Only. Each Town Home may be used for single family residential purposes only.

2.02. Yard Maintenance. No part of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be kept on the Property except in sanitary containers, which shall be maintained in a clean and sanitary condition.

2.03. Exteriors of Buildings. Neither a Town Home owner nor the Association shall make any alteration to the exterior of a Town Home, including: repainting or changing exterior color or surface material of a Town Home; removing any portion of a Town Home; making any additions to a Town Home; installing any antenna or aerial or any other equipment or devices of an electronic nature to a Town Home; or doing any other thing that changes the appearance of any portion of the exterior of a Town Home or jeopardizes the safety or soundness of a Town Home, without first obtaining the written approval of a majority of the owners of all Town Homes.

2.04. Fences and Additional Structures. No fences, walks, walls, enclosures, buildings, sheds, clotheslines or structures of any kind may be installed or maintained on the Property by the Association or a Town Home owner. This provision shall not preclude the Developer or Association from erecting and maintaining a boundary fence enclosing the Property or erecting and maintaining any leisure or recreational facilities for the use of all Town Home owners and their guests.

2.05. Parking and Vehicles. Each Town Home shall be provided on-site parking adequate for a minimum of two (2) cars. Specific parking spaces within the Common Property shall be designated by the Developer as an appurtenant to each Town Home. Only automobiles, four wheeled vans, small trucks and motorcycles in operating condition may be parked or kept on the Common Property. No trailers, campers, boats, delivery or other commercial trucks or vehicles shall be parked or stored on the Common Property.

2.06. Pets. Only such domestic pets in such numbers as do not disturb neighbors or create nuisances may be kept in any Town Home. No pets may be housed or maintained outside any Town Home. No dogs shall be permitted on the Common Property unless maintained on a leash and accompanied by its owner. The owner of any pet shall pickup and remove all waste deposits of his pet from the Common Property. If the Association determines, acting reasonably, that any pet is a nuisance, then the Association may require the removal of such pet from the Property.

2.07. Signs. No signs other than those indicating street address or name of resident shall be placed on any Town Home except that Developer may erect or maintain commercial and display signs that comply with local municipal ordinances that only depict real property for sale or lease.

2.08. Offensive Activities. Owners and occupants of Town Homes shall not permit or carry on any illegal, noxious, or offensive activities or any activity which may become a nuisance or source of embarrassment, discomfort, or annoyance to any other Town Home owner.

#### Easements.

3.01. Public Utility Easements. The Developer reserves for its use and grants for the use of St. Johns County or any public utility company a perpetual non-exclusive easement in over and under any portion of the Property (to include that area within the exterior walls of any Town Home) as may be

reasonably required for the installation, maintenance and operation of electric, water, telephone, gas, lighting, heating, cable television, drainage, sewerage and any other public utility purpose to serve the Town Homes, together with the right of ingress and egress to and from the lands affected by such easement.

3.02. Party Wall Easement. The Developer reserves for its use and grants for the use and benefit of each of the Town Homes and the owners thereof, a perpetual non-exclusive easement for support and use over and in each of the common party walls between each Town Home abutting that common wall, from the bottom of the slab through the roof, granting to each Town Home and the owners thereof the right to use for support that portion of the wall lying within the property line of the adjacent Town Home.

3.03. Easement for Encroachments. The Developer reserves for its use and grants for the use and benefit of each of the Town Homes and the owners thereof, a perpetual non-exclusive easement for any and all encroachments of a Town Home within the property line of an adjacent Town Home or within the property line of the Common Property,

#### Insurance.

4.01. Hazard and Flood Insurance. Each owner of a Town Home shall at all times maintain in force a policy or policies of insurance insuring the Town Home against loss by flood, fire and all insurable hazards for the full replacement cost of the Town Home and shall provide a copy of such policy or policies and the renewals thereof to the Association. If any owner fails to obtain such insurance, the Association may do so and the owner of the Town Home shall be assessed the costs of such insurance by the Association and if he fails to pay such assessment, the Association shall have those lien rights as hereinafter set forth.

4.02. Association. The Association shall maintain public liability insurance for personal injury or damage to property occurring on the Common Property in such amount as may be required by the Board of Directors of the Association with coverage of not less than \$\_\_\_\_\_ single limit liability, and all risks hazard and flood insurance for the full replacement cost of all improvements on the Common Property. Provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Town Home owners. The costs of such insurance shall be a Common Expense.

#### Maintenance.

5.01. By the Town Home Owner. Except as provided in paragraph 5.02 hereof, as to common walls, and paragraph 5.03 hereof, as to exterior painting, the Town Home owner shall maintain, repair, and replace, at his expense, all portions of his Town Home, interior and exterior, including but not limited to the following items: roof, weight bearing walls, air handling equipment for heating and cooling, plumbing and electrical lines and fixtures, mechanical equipment, and window and door glass.

5.02. Common Wall. The repair and maintenance of the common party wall between two Town Homes shall be shared equally by the owners of the two Town Homes abutting said common party wall, unless the damage to the common party wall is caused by the negligence or willful act of one of the owners of one of the

abutting Town Homes, in which event the Owner causing the damage shall pay all costs of repairs.

5.03. By the Association. The maintenance, repair and operation of all Common Property shall be the responsibility of the Association and such cost shall be a Common Expense. Such shall include without limitation the maintenance (including mowing) and repair or replacement of parking surfaces, walks, lawns, shrubs and trees, fences and all structures located on the Common Property. Additionally, the maintenance, including repainting, of the exterior wall surfaces of the Town Homes shall be the exclusive responsibility of the Association and such costs shall be a Common Expense.

#### Association.

6.01. Form. The Association shall be a not-for-profit corporation, organized under the laws of the State of Florida.

6.02. Members. All owners of Town Homes shall be members of the Association. When an owner conveys title to his Town Home, he shall cease being a member and the person acquiring the Town Home shall automatically become a member. All actions of the Association shall be by written consent or vote at a meeting of a majority of the members. Any three (3) members may call a meeting at any time by giving written notice to each member.

6.03. Maintenance and Operation. The maintenance and operation of the Common Property and the enforcement of these Declarations of Covenants, Restrictions, and Easements shall be the responsibility of the Association, which shall fulfill its function pursuant to the following provisions.

6.04. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto.

6.05. By-Laws. A copy of the By-Laws of the Association is attached hereto.

6.06. Restraint Upon Withdrawal. The share of a Town Home Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the transfer of ownership of a Town Home.

6.07. Powers. In addition to other powers found herein, the Association shall have the power to enter into contractual agreements to provide labor, service and/or materials to carry out its obligation hereunder and to declare the expenses of same to be Common Expenses.

6.08. Developer's Right to Manage. When Town Home Owners other than the Developer own fifty (50%) percent or more of the total number of Town Homes, the Town Home owners shall be entitled to elect the Directors of the Association. Until such time, the Developer shall be entitled to elect the Directors of the Association.

#### Assessments.

7.01. Assessments. The making and collection of Assessments against Town Home owners for Common Expenses shall be pursuant to the By-Laws and subject to the limitations set forth therein and in these Declaration of Covenants, Restrictions, and Easement.

7.02. Share of Common Expense. Each Town Home owner shall be liable for a one-sixth share of the Common Expenses, that share being the same as the undivided share of the Common Property appurtenant to each Town Home.

7.03. Interest; Application of Payments. The portions of Assessments and installments on Assessments that are not paid when due shall bear interest at the rate of 18% per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the Assessment payment first due, and each and every Assessment payment due thereafter in chronological order.

7.04. Lien for Assessments. Each Assessment and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the Town Home with respect to which it is due. The Association may take such action as it deems necessary to collect overdue Assessments by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. The Association may file for record in the Office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after thirty (30) days after an Assessment is overdue, a claim of lien stating the amount of said overdue Assessment together with the interest and costs thereon and a description of the Town Home the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien. The lien of the Association shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record obtains title to the Town Home as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Town Home in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the Assessments due to the Association pertaining to such Town Home and chargeable to the former owner of such Town Home which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a Town Home.

7.05. Subsequent Owners. Any person who acquires an interest in a Town Home, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), including purchasers at judicial sales, shall be liable for the unpaid Assessments due the Association and shall not be entitled to occupancy of the Town Home until such time as all unpaid Assessments due and owing by the former owner have been paid.

7.06. Assignment. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to any Town Home owner or group of Town Home owners or to any third party.

7.07. Personal Obligation. The purchaser of a Town Home by the acceptance of a deed therefor, whether from the Developer or a subsequent owner of such Town Home shall become

Personally obligated to pay such Assessments including interest, upon the Town Home purchased, and if payment is not made as provided for herein, said Assessments shall constitute a lien on the said Town Home as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such Assessments and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land.

#### Additional Restrictions.

8.01. By Developer. The Developer may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these covenants, restrictions and easements applicable to the said Town Homes provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Town Homes and shall not affect the rights and powers of any mortgagees under said mortgages.

#### Duration of Restrictions.

9.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them.

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions, and Easements is executed this 9 day of November, 1990.

Signed, sealed and delivered  
in the presence of:

*Charles A. Lagasse*  
*Charles A. Lagasse*

MULTI-DEVELOPERS, INC.

By *James J. Asselta*  
its President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me personally appeared JAMES J. ASSELTA, to me well known to be the President of MULTI-DEVELOPERS, INC., a corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation executed the same; then and there the said President did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 9 day of November, 1990.

*Charles A. Lagasse*  
Notary Public  
State of Florida at Large  
My Commission Expires 11/31/91



CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, that: BARNETT BANK OF THE ST. JOHNS (Mortgagee), the owner and holder of that certain mortgage from HENRY NORMAND LEDUC and MARY ANGELA LEDUC, his wife, in the original amount of \$63,000.00 recorded in Official Record Book 829, at Page 1544, as modified by Mortgage Modification Agreement recorded in Official Record Book 847 at Page 1172, and that certain mortgage from MULTI-DEVELOPERS, INC., in the original amount of \$120,000.00 recorded in Official Record Book 843 at Page 1470, both of which are subject to that certain Agreement of Loan Consolidation and Cross Pledging of Loans recorded in Official Record Book 847 at Page 1173, all of the public records of St. Johns County, Florida, hereby consents to the foregoing Declaration of Covenants, Restrictions and Easements and the recording of such Declaration of Covenants, Restrictions and Easements in the public records of St. Johns County, Florida.

Dated this 13th day of November, 1990.

Signed, Sealed and delivered  
in the presence of:

BARNETT BANK OF THE ST. JOHNS

By Kramer Upchurch  
Its Vice President

Kramer Upchurch

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me personally appeared Kramer Upchurch to me well known to be the Vice President of BARNETT BANK OF THE ST. JOHNS, the banking corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation executed the same; then and there the said Vice President did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 13th day of November, 1990.

Linda M. Muckewitz  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: JAN. 18, 1992  
BONDED WITH NOTARY PUBLIC UNDERWRITERS



FILED

1990 NOV -6 PM 12:25

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

ARRICOLA TOWN HOMES ASSOCIATION, INC.  
a Non-Profit Florida Corporation

FIRST: The name of the Corporation is: "ARRICOLA TOWN HOMES ASSOCIATION, INC.", (hereinafter referred to as the "Corporation").

SECOND: Said Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes.

THIRD: The principal office of the Corporation is at 132 Zamora Street, St. Augustine, St. Johns County, Florida, with the mailing address being 132 Zamora Street, St. Augustine, Florida 32084. The name and address of the resident agent is: JOHN L. WHITEMAN, 81 King Street, Suite A, St. Augustine, Florida 32084, who is authorized to accept service of process within this State upon the Corporation.

FOURTH:

(a) The purposes and objects and powers for which this Corporation is organized are to promote the health, safety and welfare of its members, being the residents of that area known and described as ARRICOLA TOWN HOMES, St. Augustine, St. Johns County, Florida, and more particularly described as: Lots 11 through 17, inclusive, Block 43, Davis Shores as recorded in

Map Book 3, Page 99 of the Public Records of St. Johns County, Florida (hereinafter referred to as "ARRICOLA TOWN HOMES").

(b) Said purposes, objects and powers shall include, but shall not be limited to, the carrying out of those functions and activities to be carried out and performed by the Corporation enumerated in the Declaration of Covenants, Restrictions and Easements (hereinafter referred to as the "Restrictions"), restricting the aforementioned real property as said Restrictions are recorded in the Official Records of St. Johns County, Florida.

(c) The Corporation shall have all the powers enumerated in Chapter 617.021, Florida Statutes, 1989 and as amended, not inconsistent herewith, and shall have all the powers of corporations, not for profit, not prohibited by some provision of law, unless otherwise excepted herein.

(d) The Corporation may enter contracts, including contracts with any of its members. The Corporation may do everything that a natural person could or might do which is necessary or incidental to the conducting and carrying out of all of its various purposes, objects and powers as set forth herein and in the Restrictions.

FIFTH:

(a) The owner of a Town Home in ARRICOLA TOWN HOMES shall automatically be and become a member of this Corporation. Membership in this Corporation shall cease and terminate upon the sale, transfer or disposition of the member's Town Home.

(b) Members shall be entitled to one vote in the affairs of the Corporation for each Town Home owned by said member. In the event a Town Home is owned by more than one person, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

SIXTH: The term for which the Corporation is to exist is perpetual unless the purposes for which the Corporation is to exist are terminated in accordance with the Restrictions hereinabove referred to.

SEVENTH: The affairs of the Corporation are to be managed and the Corporation shall be governed by a Board of Directors. The number of Directors constituting the initial Board of Directors is three. The number of Directors may be increased or decreased from time to time in accordance with the By-Laws but shall never be less than three nor more than six. The names and addresses of the persons who are to serve as the

initial Directors of the Corporation until they may resign or until such time as their successors are duly elected and appointed by the membership of the Corporation are as follows:

JAMES J. ASSELTA  
132 Zamora Street  
St. Augustine, FL 32084

LYNETTE L. ASSELTA  
132 Zamora Street  
St. Augustine, FL 32084

DANIEL M. ASSELTA  
211 Dalton Street  
Newfield, NJ 08344

EIGHTH: The initial By-Laws of the Corporation are those annexed to the Restrictions, to be recorded among the Official Records of St. Johns County, Florida, which Restrictions pertain to the property previously described herein as ARRICOLA TOWN HOMES. Such By-Laws may be altered, amended or added to in the manner provided for therein and herein and in the Restrictions and in conformity with the provisions and requirements of the Florida Statutes.

NINTH: Unless otherwise limited herein or in the Restrictions or the By-Laws, the Articles of Incorporation may be altered, amended or added to at any duly called meeting of the members of this Corporation entitled to vote at said meeting in the manner now or hereafter provided by law.

TENTH: This Corporation shall never have or issue shares of stock and no part of the income of the Corporation shall be distributable or distributed to its members, directors or officers, except as provided in Paragraph Eleventh.

ELEVENTH: In the event of termination of the Corporation pursuant to the aforesaid Restrictions, any assets owned by the Corporation shall be disbursed for the benefit of its members or shall be proportionately and equitably distributed to its members.

TWELFTH: The name and address of the subscriber hereto is as follows:

JAMES J. ASSELTA  
132 Zamora Street  
St. Augustine, Florida 32084

THIRTEENTH: In the event of any discrepancy between the Articles of Incorporation and the Restrictions, then the Restrictions shall prevail.

I, THE UNDERSIGNED, being the Incorporator hereinabove named for the purpose of forming a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, supra, do hereby subscribe to this Articles of Incorporation and have hereunto set my hand and seal this 5 day of November, 1990.

  
JAMES J. ASSELTA

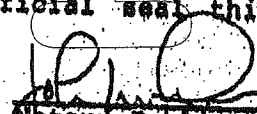
O.R. 875 PG 1106

STATE OF FLORIDA

COUNTY OF ST. JOHNS

On this 5 day of November, 1990, before me personally appeared JAMES J. ASSELTA, to me known to be the same person described in, and who executed the foregoing Instrument, and he acknowledged that he executed the same.

Witness my hand and official seal this 5th day of November, 1990.

  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires April 11, 1992

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of ARRICOLA TOWN HOMES ASSOCIATION, INC., which is contained in the foregoing Articles of Incorporation.

  
JOHN L. WHITEMAN, Registered Agent

FILED  
NOV - 6 PM 12:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BY-LAWS

OF

ARRICOLA TOWN HOMES ASSOCIATION, INC.

A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1. The Name: The name of the Corporation shall be: "ARRICOLA TOWN HOMES ASSOCIATION, INC." (hereinafter referred to as the "Corporation").

Section 2. Principal Office: The principal office of the Corporation shall be at 132 Zamora Street, St. Augustine, Florida 32084, or at such other place as may be subsequently designated by the Board of Directors of the Corporation.

Section 3. Resident Agent: For the purpose of service of process, the Corporation shall designate a resident agent, which designation may be changed from time to time, and his office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. Definitions: As used herein, references to the Town Homes shall mean the same as in the Declarations of Covenants, Restrictions and Easements affecting the property known as ARRICOLA TOWN HOMES, St. Augustine, St. Johns County,



Florida, (hereinafter referred to as the "Restrictions") recorded in the Official Records of St. Johns County, Florida.

ARTICLE II  
DIRECTORS

Section 1. Number and Term: This Corporation shall be governed by a Board of Directors initially consisting of three (3) persons to serve until their resignation or until such time as their successors are duly elected and appointed by the membership of the Corporation. Directors need not be members of the Corporation. Commencing with the first meeting of the members, directors shall be elected annually by majority vote of the members of the Corporation. The number of Directors may be increased or decreased from time to time upon majority vote of the members, but shall never be less than three nor more than six.

Section 2. Vacancy and Replacement: Except as otherwise set forth herein and in the Charter, if the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Except as otherwise set forth herein and in the Articles of Incorporation, directors may be removed for cause by majority vote of the members.

Section 4. First Board of Directors: The first Board of Directors shall consist of JAMES J. ASSELT, LYNETTE L. ASSELT and DANIEL M. ASSELT, who shall hold office and exercise all powers of the Board of Directors until the first meeting of the members, anything herein to the contrary notwithstanding.

Section 5. Powers: The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, these By-Laws or the Restrictions. The powers of the Board of Directors (but not the requirements) shall specifically include, but shall not be limited to the following:

A. To make and collect assessments as set forth in the Restrictions, and establish the time within which payment of same are due subject, however, to the requirements set forth in the Restrictions.

B. To use and expend the assessments collected for those purposes set forth in the Restrictions.

C. To purchase the necessary furniture, equipment and tools necessary or incidental to the business and purposes of the Corporation.

D. To collect delinquent assessments by suit or otherwise.

E. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation.

F. To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, including contracts with any members of the Corporation.

G. To make reasonable rules and regulations for the collection of the assessments.

Section 6. Chairman, Secretary and Treasurer - Powers:

A. The Board of Directors shall elect, from among the members of the Board, a Chairman, a Secretary and a Treasurer. Any member of the Board may hold any or all of said offices.

B. The Chairman shall: (i) preside at all meetings of the voting membership and of the directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal

when affixed shall be attested by the signature of the Secretary; (ii) he shall submit a report of the operations of the Corporation for the fiscal year to the remaining directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice; (iii) he shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a Corporation.

C. The Secretary shall: (i) keep the minutes of the meetings of the voting membership and of the Board of Directors' meetings in one or more books provided for that purpose; (ii) he shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (iii) he shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; (iv) he shall keep a register of the post office address of each member. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the

Chairman or by the Board of Directors or as set forth in the Restrictions.

D. The Treasurer shall: (i) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors; (ii) he shall disburse the funds of the Corporation as ordered by the Chairman or the Board, taking proper vouchers for such disbursements, and shall render to the Chairman and the Board, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation; (iii) he may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bond.

Section 7. Compensation: Directors shall not receive compensation for their services as such, but may receive

reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.

Section 8. Meetings:

A. The first meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the meeting of the members and immediately after the adjournment of same;

B. Special meetings shall be held whenever called by the direction of a majority of the Board or a majority of the membership. The Secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the directors may at any time waive notice of the calling of the meeting;

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the directors then present may adjourn the meeting without notice other than the announcement at the meeting until a quorum shall be present.

Section 9. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of committees;
- F. Unfinished business;
- G. Original resolutions and new business.

Section 10. Annual Statement: The Board shall account to the members no less often than once each year commencing with the year 1991 as to the total fees collected from the members and as to the method of disbursement of said funds.

### ARTICLE III

#### MEMBERSHIP

Section 1. Definition: Each Town Home owner shall be a member of the Corporation and membership in the Corporation shall be limited to said Town Home owners. An owner will cease to be a member of the Corporation upon the sale, transfer or disposition of the member's Town Home.

Section 2. Voting: Members shall be entitled to one vote in the affairs of the Corporation for each Town Home owned by said member. In the event a Town Home is owned by more than



one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

Section 3. Transfer of Membership and Ownership:  
Membership in the Corporation may be transferred only as an incident to the transfer of a Town Home, and such transfer shall be subject to the procedures set forth in the Restrictions.

#### ARTICLE IV

##### MEETINGS

Section 1. Place: All meetings of the membership shall be held at 132 Zamora Street, St. Augustine, Florida, or such place and time as may be stated in a notice thereof.

Section 2. Annual Meeting:

A. The first annual meeting shall be held on the third Tuesday of January, 1991, or such prior or later time as the first Board of Directors may determine;

B. Regular annual meetings subsequent to the first meeting shall be held on the third Tuesday of January of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following;

C. At the annual meeting, the membership shall elect a Board of Directors as provided for in Article II, Section 1, and

transact such other business as may properly come before the meeting.

Section 3. Special Meetings:

A. Special meetings of the membership for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the Chairman, a majority of the Board of Directors or by any three (3) members. Such request shall state the purpose or purposes of the proposed meeting.

ARTICLE V

NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws, notice is required to be given to any director or voting member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed to the address of the person entitled thereto as appears on the books of the Corporation or by causing same to be delivered to the residence of the person entitled thereto.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Restrictions or the Articles of Incorporation

or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice to the Corporation is 132 Zamora Street, St. Augustine, Florida.

#### ARTICLE VI

##### FINANCES

Section 1. Fiscal Year: The Corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Corporation.

Section 2. Checks: All checks or demands for money and notes of the Corporation shall be signed by any one of the members of the Board of Directors.

#### ARTICLE VII

##### SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Non-Profit". Said seal may be used by

causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE VIII

NO STOCK

This Corporation shall never have or issue shares of stock and/or certificates of membership.

ARTICLE IX

DEFAULT

In the event a Town Home owner does not pay any of the assessments required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board of Directors or their agents, may enforce its lien for the assessments, or take such other action to recover the assessments to which it is entitled, in accordance with the Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a Town Home for non-payment of monies due the Corporation and as a result thereof, the interest of said owner in and to the Town Home is sold, then the owner will thereupon cease to be a member of the Corporation.

If the Corporation becomes the owner of a Town Home by reason of foreclosure, it shall offer said Town Home for sale and at such time as the sale is consummated, it shall deduct from

such proceeds all sums of money due it for the assessments, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Town Home, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the Town Home in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the Town Home in question.

## ARTICLE X

MISCELLANEOUS

Section 1. Binding Corporation: No Town Home owner or member, except as an officer of this Corporation shall have any authority to act for the Corporation or bind the Corporation.

Section 2. Invalidity: If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

## ARTICLE XI

AMENDMENT

These By-Laws may only be altered, amended or added to at a duly called meeting of the membership or as otherwise provided by law, or in the Articles of Incorporation or the Restrictions.

## ARTICLE XII

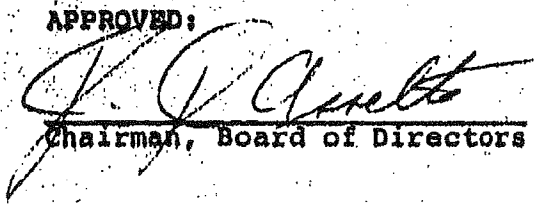
CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires. In the event of any discrepancy between these By-Laws and the Articles of Incorporation of ARRICOLA TOWN HOMES ASSOCIATION, INC. then the Articles of Incorporation shall prevail.

The foregoing were adopted as the By-Laws of ARRICOLA TOWN HOMES ASSOCIATION, INC., a Non-Profit Florida Corporation, at the first meeting of the Board of Directors on the 9<sup>th</sup> day of November, 1990.

  
Recording Secretary

APPROVED:

  
Chairman, Board of Directors

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

90 NOV 14 PM 4:02

Paul "Bunk" Munter  
CLERK OF CIRCUIT COURT

ARTICLES OF ASSOCIATION

OF

ARRICOLA TOWN HOMES ASSOCIATION

FIRST: The name of the Association is: "ARRICOLA TOWN HOMES ASSOCIATION.", (hereinafter referred to as the "Association").

SECOND: Said Association is not incorporated.

THIRD: The principal office of the Association is located at the home of the Current Association Manager.

HENRY LEDUC  
11 D Street  
St. Augustine, FL 32084

FOURTH:

(a) The purposes and objects and powers for which this Association is organized are to promote the health, safety and welfare of its members, being the residents of that area known and described as ARRICOLA TOWN HOMES, St. Augustine, St. Johns County, Florida, and more particularly described as: Lots 11 through 17, inclusive, Block 43, Davis Shores as recorded in Map Book 3, Page 99 of the Public Records of St. Johns County, Florida (hereinafter referred to as "ARRICOLA TOWN HOMES").

(b) Said purposes, objects and powers shall include, but shall not be limited to, the carrying out of those functions and activities to be carried out and performed by the Association enumerated in the Declaration of Covenants, Restrictions and Easements (hereinafter referred to as the "Restrictions"), restricting the aforementioned real property as said Restrictions are recorded in the Official Records of St. Johns County, Florida.

(c) The Association shall have all the powers of an unincorporated association, not for profit, not prohibited by some provision of law, unless otherwise excepted herein.

(d) The Association may enter contracts, including contracts with any of its members. The Association may do everything that a natural person could or might do which is necessary or incidental to the conducting and carrying out of all of its various purposes, objects and powers as set forth herein and in the Restrictions.

FIFTH:

(a) The owner of a Town Home in ARRICOLA TOWN HOMES shall automatically be and become a member of this association. Membership in this Association shall cease and terminate upon the sale, transfer or disposition of the member's Town Home.

RETURN TO: JAMES AUGER  
103A ANNASTASIA BLVD.  
ST. AUGUSTINE, FL 32084



(b) Members shall be entitled to one vote in the affairs of the Association for each Town Home owned by said member. In the event a Town Home is owned by more than one person, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned (hereinafter "Voting Member").

SIXTH: The term for which the Association is to exist is perpetual unless the purposes for which the Association is to exist are terminated in accordance with the Restrictions hereinabove referred to.

SEVENTH: The affairs of the Association are to be managed and the Association shall be governed by the Board of Owners of the Town Homes. The number of Owners on the Board will be five. The Board of Owners will consist of the five voting members.

The names and addresses of the persons who are to serve as the initial Board of Owners of the Association until they may resign or until such time as their successors are appointed by the owners of the unit which they represent are as follows:

JAMES J. & LYNETTE ASSELTA, MICHAEL TRAMS, MATHEW & BRENDA MAZZEO, HENRY & LEO LEDUC, and DANIEL & THERESA ASSELTA

EIGHTH: The Initial By-Laws of the Association are those annexed to the Restrictions, to be recorded among the Official Records of St. Johns County, Florida, which Restrictions pertain to the property previously described herein as ARRICOLA TOWN HOMES. Such By-Laws may be altered, amended or added to in the manner provided for therein and herein and in the Restrictions and in conformity with the provisions and requirements of the Florida Statutes.

NINTH: Unless otherwise limited herein or in the Restrictions or the By-Laws, the Articles of Association may be altered amended or added to at any duly called meeting of the voting members of this Association in the manner now or hereafter provided by law.

TENTH: This Association shall never have or issue shares of stock and no part of the income of the Association shall be distributable or distributed to its members, except as provided in Paragraph Eleventh.

ELEVENTH: In the event of termination of Association pursuant to the aforesaid Restrictions, any assets owned by the Association shall be disbursed for the benefit of its members or shall be proportionately and equitably distributed to its members.

TWELFTH: The name and address of the subscribing Association Manager hereto is as follows:

HENRY LEDUC  
11 D Street  
St. Augustine, Fl. 32084

THIRTEENTH: In the event of any discrepancy between the Articles of Association and the Restrictions, then the Restrictions shall prevail.

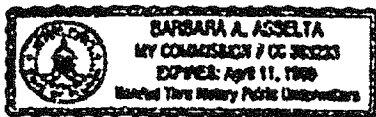
I, THE UNDERSIGNED, being the Association Manager hereinabove named for the purpose of forming a not for profit Association do hereby subscribe to this Articles of Association and have hereunto set my hand and seal this 1 day of January, 1995

STATE OF FLORIDA

COUNTY OF ST. JOHNS

On this 1st day of January, 1995 before me personally appeared HENRY LEDUC, to me known to be the same person described herein or produced identification \_\_\_\_\_, and who executed the foregoing instrument, and he acknowledged that he executed the same.

Witness my hand and official seal this 1st day of January, 1995.



Barbara A. Aselta  
Notary Public

State of Florida at Large  
My Commission Expires: 4/11/98

O.R. 1096 PG 0718

This instrument prepared by:  
Dobson & Brown, P.A.  
Ronald W. Brown, Esquire  
66 Cuna Street, Suite A  
St. Augustine, Florida 32084

Space reserved for Clerk pursuant to Sec. 695.26, F.S., and/or Rule 2.055(c),  
Florida Rules of Judicial Administration

First Amendment to  
ARRICOLA TOWNHOMES  
Declaration of Covenants,  
Restrictions and Easements  
Changes Amended as of  
January 1, 1995.

KNOW ALL MEN BY THESE PRESENTS  
THAT:

MICHAEL TRAMS; RICK LOOK;  
MATTHEW MAZZEO AND BRENDA MAZZEO;  
HENRY LEDUC AND LEO LEDUC; and  
DANIEL ASSELTA and TERESA ASSELTA  
("OWNERS") are all of the OWNERS of  
those certain lands located in St.  
Johns County, Florida and more  
specifically described, as follows:

Lots 11 through 17, inclusive, Block 43, Davis Shores,  
according to the plat thereof as recorded in Map Book 3,  
Page 99 of the Public Records of St. Johns County,  
Florida,

("LANDS") on which are constructed two buildings containing  
five residential Town Homes; and

WHEREAS, the OWNERS intend to sever the building and  
associated property containing the two residential Town Homes from  
the building and associated property containing the three  
residential Town Homes; and

WHEREAS, the OWNERS desire to continue with full force and  
effect;

THEREFORE, the OWNERS hereby amend the DECLARATION, as follows  
(Unless otherwise indicated, deletions are stricken, additions are  
underlined):

Section 1. The property description on page 1 of the  
Declaration is hereby deleted in its entirety and replaced with the  
following language:

Unit D: PART OF LOTS 14 & 15, BLOCK 43, DAVIS  
SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE  
99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND  
BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 14 OF SAID BLOCK 43;

8851  
Recorded in Public Records St. Johns County, FL  
Clerk# 98012503 O.R. 1306 PG 194 04:09PM 03/25/1998  
Recording \$21.00 Surcharge \$3.00

THENCE NORTH 74 DEGREES 49' WEST ALONG THE NORTH LINE OF SAID BLOCK 43 A DISTANCE OF 32.38 FEET; THENCE SOUTH 15 DEGREES 05' 52" WEST, 100.00 FEET TO THE SOUTH LINE OF SAID LOT 15, BLOCK 43; THENCE SOUTH 74 DEGREES 49' EAST ALONG THE SOUTH LINE OF SAID LOTS 14 & 15 A DISTANCE OF 32.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH 15 DEGREES 11' EAST ALONG THE EAST LINE OF SAID LOT 14 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

Unit E: PART OF LOTS 15 & 16, BLOCK 43, DAVIS SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 15, BLOCK 43; THENCE NORTH 74 DEGREES 49' WEST ALONG THE NORTH LINE OF SAID BLOCK 43 A DISTANCE OF 7.38 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 74 DEGREES 49' WEST ALONG THE NORTH LINE OF SAID BLOCK 43 A DISTANCE OF 21.50 FEET; THENCE SOUTH 15 DEGREES 05' 52" WEST, 100.00 FEET TO THE SOUTH LINE OF SAID LOT 16; THENCE SOUTH 74 DEGREES 49' EAST ALONG THE SOUTH LINE OF SAID LOTS 15 & 16 A DISTANCE OF 21.50 FEET; THENCE NORTH 15 DEGREES 05' 52" EAST, 100.00 FEET TO THE POINT OF BEGINNING.

Unit F: PART OF LOTS 15 & 16, BLOCK 43, DAVIS SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE NORTH 74 DEGREES 49' WEST ALONG THE NORTH LINE OF SAID BLOCK 43 A DISTANCE OF 3.88 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 74 DEGREES 49' WEST ALONG THE NORTH LINE OF SAID BLOCK 43 A DISTANCE OF 96.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 27 DEGREES 19' 41" EAST ALONG THE WESTERLY LINE OF SAID LOTS 16 & 17, BLOCK 43 A DISTANCE OF 135.70 FEET TO THE SOUTH LINE OF SAID LOT 16; THENCE SOUTH 74 DEGREES 49' EAST ALONG THE SOUTH LINE OF SAID LOT 16 A DISTANCE OF 4.57 FEET; THENCE NORTH 15 DEGREES 05' 52" WEST, 100.00 FEET TO THE POINT OF BEGINNING.

Section 2. Section 1.01 of the Declaration is hereby amended, as follows:

"1.01 TOWN HOME. The term "Town Home" shall mean one of the ~~five~~ (5) three (3) residences in ~~two~~ (2) one (1) building constructed on the land, including any portion of the land deeded with the residence, together with the property described as follows and including as an appurtenance thereto, membership in the

association. Such appurtenance shall not be separable from the Town Home.

Section 3. Section 7.03 of the Declaration is hereby amended, as follows:

~~"7.03 Association Dues Payments. Payments are due on the first (1<sup>st</sup>) of each month, Late after 10 days, a \$10.00 Late fee will be assessed for each day thereafter. Units A & B are assessed \$70.00 per unit and Units D, E, and F are assessed \$60.00 per unit.~~

IN WITNESS WHEREOF, the OWNERS have caused these presents to be executed the day and year first above written.


  
MICHAEL TRAMS

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 6<sup>th</sup> day of March, 1998 by MICHAEL TRAMS. MICHAEL TRAMS produced a Florida Drivers License as identification and did take an oath.

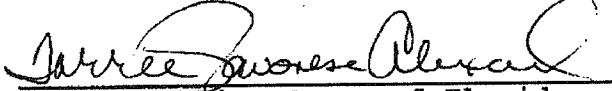
 MERILEE LEADERS  
COMMISSION # CC 377020  
EXPIRES MAY 18, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC.  
St Johns Co.


  
Notary Public, State of Florida  
At Large

  
RICK LOOK

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 6<sup>th</sup> day of March, 1998 by RICK LOOK. RICKARD LOOK produced a Florida Drivers License as identification and did take an oath.

  
Notary Public, State of Florida  
At Large

 TORREE VAVONESE ALEXANDER  
MY COMMISSION # CC 611943  
EXPIRES: January 7, 2001  
Bonded Thru Notary Public Underwriters

O.R. 1306 PG 0197

Leo R Leduc  
LEO LEDUC

STATE OF FLORIDA  
ST. JOHNS COUNTY

Personally Known  
Identification FL Driver License  
Type # 0207131

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 12 day of March, 1998 by LEO LEDUC. LEO LEDUC produced a Florida Drivers License as identification and did take an oath.



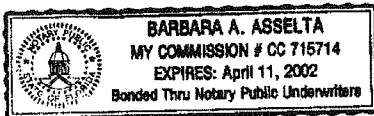
LYNDA HALSTEAD  
COMMISSION # CC 712169  
EXPIRES JAN 29, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

[Signature]  
Notary Public, State of Florida  
At Large

Daniel M Aselta  
DANIEL ASSELTA

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 9th day of March, 1998 by DANIEL ASSELTA. DANIEL ASSELTA produced a Florida Drivers License as identification and did take an oath.

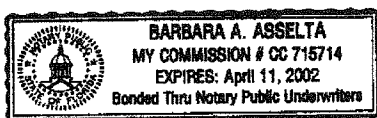


[Signature]  
Notary Public, State of Florida  
At Large


Theresa Aselta  
THERESA ASSELTA

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 9th day of March, 1998 by THERESA ASSELTA. THERESA ASSELTA produced a Florida Drivers License as identification and did take an oath.

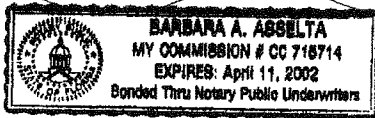



[Signature]  
Notary Public, State of Florida  
At Large

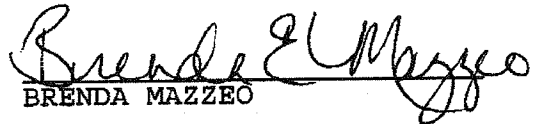
  
MATTHEW MAZZEO

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 27th day of March, 1998 by MATTHEW MAZZEO. MATTHEW MAZZEO produced a Florida Drivers License as identification and did take an oath.

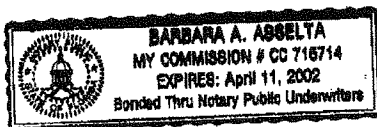


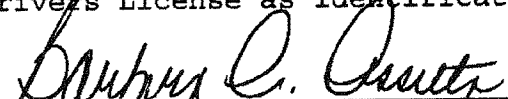
  
Notary Public, State of Florida  
At Large

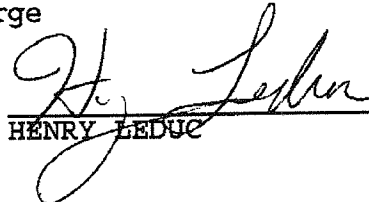
  
BRENDA MAZZEO

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 27th day of March, 1998 by BRENDA MAZZEO. BRENDA MAZZEO produced a Florida Drivers License as identification and did take an oath.



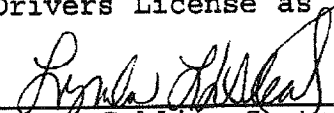
  
Notary Public, State of Florida  
At Large

  
HENRY LEDUC

STATE OF FLORIDA  
ST. JOHNS COUNTY

The foregoing First Amendment to the Arricola Town Homes Declaration of Covenants, Restrictions and Easements Changes amended as of January 1, 1995 was sworn to subscribed and acknowledged before me this 16 day of March, 1998 by HENRY LEDUC. HENRY LEDUC produced a Florida Drivers License as identification and did take an oath.

Personally Known  
Identification FLORIDA License  
Type # L320-394-49-287-0

  
Notary Public, State of Florida  
At Large



## Dennis W. Hollingsworth Tax Collector

generated on 4/8/2013 11:53:31 AM EDT

## Tax Record

Last Update: 4/8/2013 11:53:31 AM EDT

[Register for eBill](#)

## Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

<b>Account or Parcel Number</b>		<b>Tax Type</b>		<b>Tax Year</b>	
<b>219430-0146</b>		<b>REAL ESTATE</b>		<b>2012</b>	
<b>Mailing Address</b> Confidential per Statute		<b>Physical Address</b> Confidential per Statute			
<b>Exempt Amount</b>		<b>Taxable Value</b>			
<b>\$0.00</b>		<b>\$144,529.00</b>			
<b>Exemption Detail</b> NO EXEMPTIONS		<b>Millage Code</b> 452		<b>Escrow Code</b> NC	
<b>Legal Description</b> Confidential Per FL Statute					
<b>Ad Valorem Taxes</b>					
<b>Taxing Authority</b>	<b>Rate</b>	<b>Assessed Value</b>	<b>Exemption Amount</b>	<b>Taxable Value</b>	<b>Taxes Levied</b>
COUNTY					
GENERAL COUNTY	5.3900	144,529	0	\$144,529	\$779.01
ROAD	0.5300	144,529	0	\$144,529	\$76.60
HEALTH	0.0171	144,529	0	\$144,529	\$2.47
SCHOOL					
SCHOOL-STATE LAW	5.4350	144,529	0	\$144,529	\$785.52
SCHOOL-LOCAL BOARD	2.2480	144,529	0	\$144,529	\$324.90
SJRWMD	0.3313	144,529	0	\$144,529	\$47.88
MOSQUITO	0.1325	144,529	0	\$144,529	\$19.15
CITY OF ST AUGUSTINE	7.5000	144,529	0	\$144,529	\$1,083.97
FL INLAND NAV DISTRICT	0.0345	144,529	0	\$144,529	\$4.99
PORT AUTHORITY	0.0638	144,529	0	\$144,529	\$9.22
<b>Total Millage</b>		<b>21.6822</b>	<b>Total Taxes</b>		<b>\$3,133.71</b>
<b>Non-Ad Valorem Assessments</b>					
<b>Code</b>	<b>Levying Authority</b>				<b>Amount</b>
4105	C OF S A FIRE ASSESS FEE				\$95.16
<b>Total Assessments</b>					<b>\$95.16</b>
<b>Taxes &amp; Assessments</b>					<b>\$3,228.87</b>
<b>If Paid By</b>					<b>Amount Due</b>
					<b>\$0.00</b>



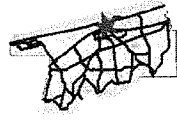
Date Paid	Transaction	Receipt	Item	Amount Paid
11/11/2012	PAYMENT	1026377.0001	2012	\$3,099.72

Prior Year Taxes Due
NO DELINQUENT TAXES



**St. Johns County Property Appraiser**  
Property Appraiser: St. Johns County  
(904) 627-5500 (TDD) (904) 627-5500 (V)

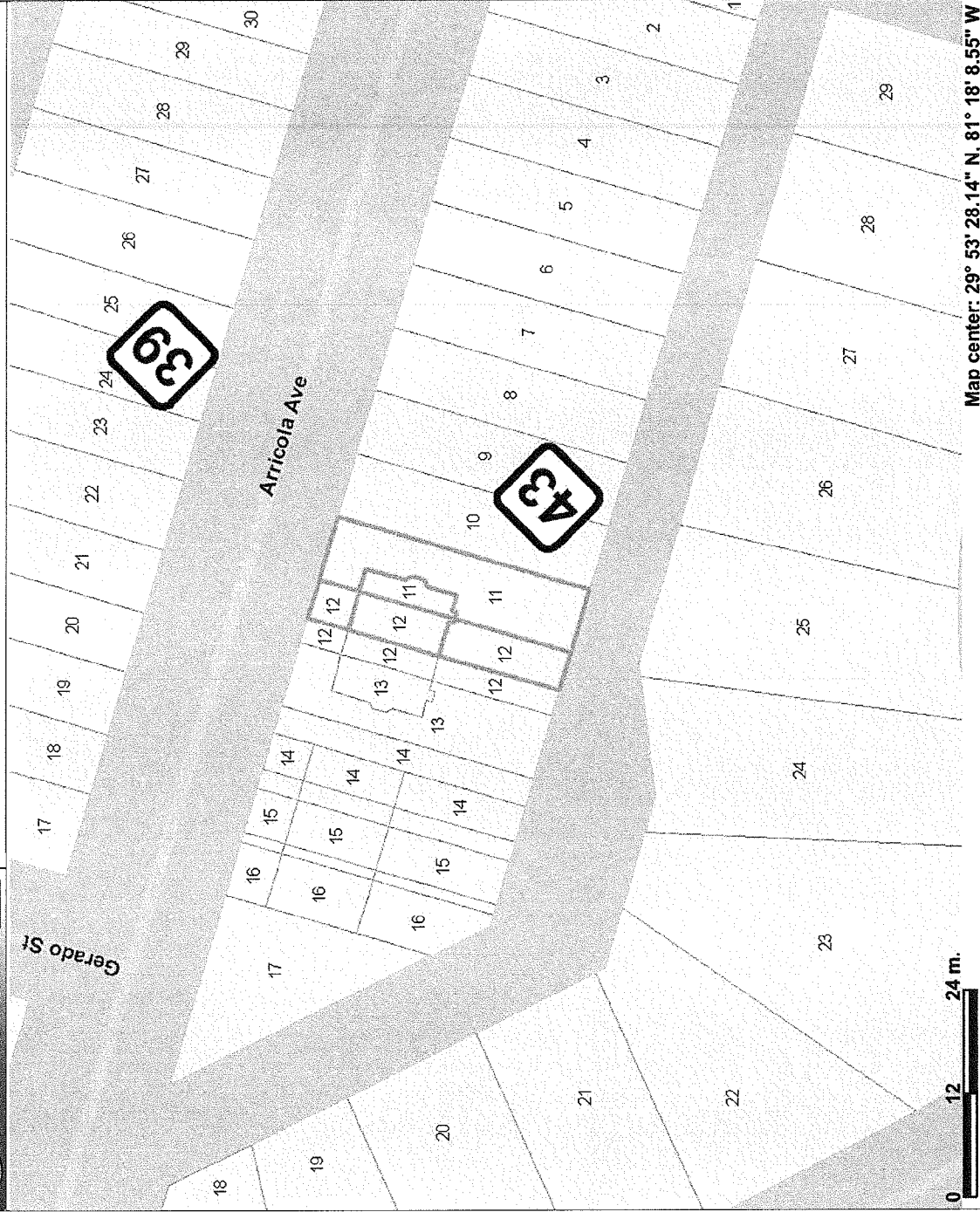
# St. Johns County Property Appraiser



## Legend

- Parcels
- Rights of Way
- Water Bodies
- Condominiums
- Subdivision Boundaries
- Section-Township-Range
- Railroad
- Major Road Centerlines
- Minor Road Centerlines

Scale: 1:703



The information provided on this map was derived from data that was compiled by the St. Johns County Property Appraiser's Office solely for the governmental purpose of property assessment. This information is not a survey and should not be relied upon by anyone for a determination of property ownership. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. [www.sjcpa.us](http://www.sjcpa.us)

Property Information						
STRAP	219430 0146	Tax District	452			
Mailing Address		Neighborhood Code	590.00			
		Use Code/Description	0100/Single Family			
		Sec-Town-Range	17 - 7 - 30			
Site Address	0 **, ,					
Total Land Value	\$26,591.00	Total Building Value	\$115,580.00			
Total Extra Features	\$948.00	Total Market(Just) Value	\$143,119.00			
Assessed Value	\$143,119.00	Taxable Value	\$143,119.00			
Homestead Exempt	\$0.00	Property Map	<a href="#">click here</a>			
Owner Name(s)		Legal Description				
		3-99 DAVIS SHORES SUB PT OF				
		LOTS 11 & 12 BLK 43 - BEING				
		E'LY 40.5FT (AKA UNIT A OR FKA				
		UNIT 6) OR3101/1252 & 3308/1878(Q/C)				
Sales Information						
Sale Date	Adjusted Price	Book&Page	Instrument Code	Qualified	Vacant or Improved	Reason Code
04/26/2010	\$100.00	3308 & 1878	QC	U	I	11
06/30/2008	\$170,000.00	3101 & 1252	WD	Q	I	03
05/31/2005	\$270,000.00	2467 & 359	WD	Q	I	01
10/15/2003	\$176,000.00	2071 & 643	WD	Q	I	01
12/20/1994	\$100.00	1087 & 1007	QC	U	I	11
07/28/1994	\$0.00	1065 & 1729	FJ Div.	U	I	11
05/27/1994	\$100.00	1059 & 1165	WD	U	I	11
07/02/1993	\$87,000.00	1002 & 22	WD	Q	I	01
Building Number 1						
Site Address:	0					
Building Type/Desc:	0802/Duplex	Building Model/Desc:	01 /RESIDENTIAL			
Year Built:	1993	Heated/Cooled Area:	1586			
Gross Area:	1982	Building Sketch (Descriptions)	<a href="#">click here to see sketch</a>			
Building Value:	\$115,580.00					
Structural Elements (Descriptions)						
Building Number	Element Code	Element Description	Type Code	Type Description		
1	RS	Roofing Structure	4	Gable Hip		
1	RC	Roofing Cover	7	Composite Shingle		
1	IF	Interior Flooring	5	Carpet		
1	FR	Frame	8	Wood Frame		
1	EW	Exterior Wall	5	Aluminum Vinyl		
1	EW	Exterior Wall	31	Stucco		
1	IW	Interior Walls	3	Drywall		
1	IF	Interior Flooring	20	Sheet Vinyl		
1	AC	Air Conditioning	1	Central		
1	EL	Electrical	3	Good		
1	FS	Floor System	1	Concrete Slab		
1	PL	Plumbing	11	11 FIXTURES		
1	HT	Heating Type	1	Air Duct		
1	FN	Foundation	5	Concrete Perimeter Footing		

2 Rec 441.50 This Warranty Deed  
Doc 609.00

Made this 2nd day of July A.D. 19 93

by JAMES J. ASSELTA A MARRIED MAN, CONVEYING  
HIS SEPARATE NON-HOMESTEAD PROPERTY  
105 ARRICOLA AVENUE, UNIT B, ST. AUGUSTINE,  
FL 32084

hereinafter called the grantor, to  
MICHAEL J. TRANS, A MARRIED PERSON

whose post office address is: 105 ARRICOLA AVENUE, UNIT A  
ST. AUGUSTINE, FLORIDA 32084

Grantee's SSN:

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the  
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00

and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,  
releases, conveys and confirms unto the grantee, all that certain land situate in  
ST. JOHNS County, Florida, viz:

PROPERTY DESCRIBED ON ATTACHED SCHEDULE A WHICH BY REFERENCE  
HERETO IS MADE A PART HEREOF:

SUBJECT TO covenants, restrictions, easements of record and taxes for  
the current year.

Recorded in Public Records St. Johns County, FL  
Clerk # 93021297 O.R. 1002 PG 22 10:54AM 07-16-93  
Recording 9.00 Surcharge 1.50 Doc Stamp 609.00

Parcel Identification Number: 219430-0140

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
To Have and to Hold, the same in fee simple forever

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;  
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants  
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is  
free of all encumbrances except taxes accruing subsequent to December 31, 19 93

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above  
written.

Signed, sealed and delivered in our presence:

Phanetta B. Gese II  
Name PHANETTA B Gese II

J. J. Assesta  
Name & Address JAMES J. ASSELTA

LS

Christine L. Hanlon  
Name CHRISTINE L. HANLON

Name & Address

LS

Name

Name & Address

LS

Name

Name & Address

LS

State of Florida  
County of St. Johns

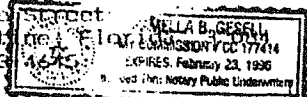
The foregoing instrument was acknowledged before me this 2nd day of July, 19 93,  
by JAMES J. ASSELTA A MARRIED MAN, CONVEYING HIS SEPARATE  
NON-HOMESTEAD PROPERTY

who is personally known to me or who has produced  
and who DID NOT take an oath.

PERSONALLY KNOWN

as identification

PREPARED BY: PAM GESSE  
Independent Title  
117 Bridge Street  
St. Augustine, Florida  
File No: 93-4675



Pamella B. Gese  
Print Name:  
Notary Public  
My Commission Expires:

## SCHEDULE A

DESCRIPTION UNIT 6

UNIT 6 OF THAT PART OF LOTS 11 THROUGH 17, INCLUSIVE, BLOCK 43 DAVIS SHORES AS RECORDED IN MAP BOOK-3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE N 74°49'00" W ALONG THE NORTHERLY LINE OF SAID LOTS 40.39'; THENCE S 15°11'00" W 16.12' TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE S 75°13'06" E 24.20'; THENCE S 14°46'54" W 15.30'; THENCE S 30°13'06" E 2.83'; THENCE S 14°46'54" W 5.00'; THENCE S 59°46'54" W 2.83'; THENCE S 14°46'54" W 11.70'; THENCE N 75°13'06" W 6.60'; THENCE S 14°46'54" W 2.00'; THENCE N 75°13'06" W 4.10'; THENCE N 14°46'54" E 2.00'; THENCE N 75°13'06" W 13.50'; THENCE N 14°46'54" E 36.00' TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED ONE FIFTH INTEREST IN THE REMAINDER OF LOTS 11 THRU 17 INCLUSIVE, EXCEPT THOSE PARTS INCLUDED IN UNITS 1, 2 AND 3 OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE S 74°49'00" E ALONG THE NORTHERLY LINE OF SAID LOTS 139.09'; THENCE S 15°11'00" W 15.90' TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EXCEPTION; THENCE S 15°05'52" W 36.20'; THENCE N 74°54'08" W 64.40'; THENCE N 15°05'52" E 36.20'; THENCE S 74°54'08" E 64.40' TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART INCLUDED IN UNIT 5 OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE N 74°49'00" W ALONG THE NORTHERLY LINE OF SAID LOTS 40.39'; THENCE S 15°11'00" W 16.12' TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE N 75°13'06" W 24.20'; THENCE S 14°46'54" W 15.30'; THENCE S 59°46'54" W 2.83'; THENCE S 14°46'54" W 5.00'; THENCE S 30°13'06" E 2.83'; THENCE S 14°46'54" W 11.70'; THENCE S 75°13'06" E 6.60'; THENCE S 14°46'54" W 2.00'; THENCE S 75°13'06" E 4.10'; THENCE N 14°46'54" E 2.00'; THENCE S 75°13'06" E 13.50'; THENCE N 14°46'54" E 36.00' TO THE POINT OF BEGINNING.

# Corporate Warranty Deed

This Indenture, made this 27th day of May  
A.D. 19 94 Between

MULTI-DEVELOPERS, INC.

whose post office address is:

a corporation existing under the laws of the State of FLORIDA  
Grantor, and

JAMES J. ASSELTA, a married man

whose post office address is: 105 Arriccola Avenue, Unit B  
St. Augustine, FL 32084

Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of ( \$10.00 (ten dollars)  
Dollars, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and  
sold to the said Grantee forever, the following described land, situate, lying and being in the County of

ST. JOHNS, State of Florida, to wit:

UNIT 5 OF THAT PART OF LOTS 11 THROUGH 17, INCLUSIVE, BLOCK 43 DAVIS SHORES AS RECORDED  
IN MAP BOOK 3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE  
PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE N 74°49'00" W ALONG THE  
NORTHERLY LINE OF SAID LOTS 40.39'; THENCE S 15°11'00" W 16.12' TO THE POINT OF  
BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE S 75°13'00" E 24.20'; THENCE S 14°  
48'54" W 15.30'; THENCE S 30°13'00" E 2.63'; THENCE S 14°46'54" W 5.00'; THENCE S 59°  
48'54" W 2.83'; THENCE S 14°46'54" W 11.70'; THENCE N 75°13'00" W 5.60'; THENCE S 14°  
48'54" W 2.00'; THENCE N 75°13'00" W 4.10'; THENCE N 14°46'54" E 2.00'; THENCE N 75°  
13'00" W 13.50'; THENCE N 14°46'54" E 36.00' TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED ONE FIFTH INTEREST IN THE REMAINDER OF LOTS 11 THRU 17  
INCLUSIVE, EXCEPT THOSE PARTS INCLUDED IN UNITS 1, 2 AND 3 OF SAID LOTS DESCRIBED AS  
FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE S 74°49'00" E ALONG  
THE NORTHERLY LINE OF SAID LOTS 139.08'; THENCE S 15°11'00" W 15.90' TO THE POINT OF  
BEGINNING FOR THE HEREIN DESCRIBED EXCEPTION; THENCE S 15°05'52" W 26.20'; THENCE N 74°  
54'00" W 64.40'; THENCE N 15°05'52" E 36.20'; THENCE S 74°54'00" E 64.40' TO THE POINT  
OF BEGINNING.

ALSO EXCEPT THAT PART INCLUDED IN UNIT 5 OF SAID LOTS DESCRIBED AS FOLLOWS: COMMENCE AT THE  
NORTHEAST CORNER OF SAID LOT 11; THENCE N 74°49'00" W ALONG THE NORTHERLY LINE OF SAID LOTS  
40.39'; THENCE S 15°11'00" W 16.12' TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL;  
THENCE N 75°13'00" W 24.20'; THENCE S 14°46'54" W 15.30'; THENCE S 59°48'54" W 2.83'; THENCE S  
14°46'54" W 5.00'; THENCE S 30°13'00" E 2.63'; THENCE S 14°46'54" W 11.70'; THENCE N 75°13'00"  
E 5.60'; THENCE S 14°46'54" W 2.00'; THENCE S 75°13'00" E 4.10'; THENCE N 14°46'54" E 2.00';  
THENCE S 75°13'00" E 13.50'; THENCE N 14°46'54" E 36.00' TO THE POINT OF BEGINNING.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful  
claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly  
authorized officer and caused its corporate seal to be affixed the day and year first above written.

MULTI-DEVELOPERS, INC.

Signed and Sealed in Our Presence:

*Pamella B. Gezell*  
Name: PAMELLA B. GEZELL  
*[Signature]*  
Name: [Signature]

By

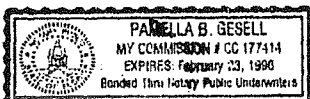
*[Signature]*  
JAMES ASSELTA  
Its PRESIDENT

(Corporate Seal)

State of FLORIDA  
County of ST. JOHNS

The foregoing instrument was acknowledged before me this 27th day of May, 1994, by  
JAMES ASSELTA  
of MULTI-DEVELOPERS, INC.

a corporation existing under the laws of the State of FLORIDA, on behalf of the corporation.  
He/She is personally known to me or has produced *[Signature]* as identification  
and \_\_\_\_\_ take an oath.



*[Signature]*  
Print Name: PAMELLA B. GEZELL  
Notary Public  
My Commission Expires: \_\_\_\_\_

Recorded in Public Records St. Johns County, FL  
Clerk # 94021372 O.R. 1059 PG 1165 01:00PM 06-21-94  
Recording 5.00 Surcharge 1.00 Doc Stamp 0.70

CWD-1  
11/91

Address:

This Instrument Prepared by: J. J. Asselta  
103A Anastasia Blvd.  
Address: St. Augustine, FL 32084

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s):

DRCL  
GH 50  
DX  
70F

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this 20th day of December, A.D. 19 94, by  
MULTI DEVELOPERS, INC.

first party, to  
MICHAEL TRAMS

whose post office address is 105A Arricola Ave.  
St. Augustine, FL 32084

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 (ten),  
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and  
quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first  
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of  
ST. JOHNS State of FLORIDA, to-wit:

PROPERTY DESCRIBED ON ATTACHED SCHEDULE A WHICH BY  
REFERENCE IS MADE A PART HEREOF:

Recorded in Public Records St. Johns County, FL  
Clerk # 94041098 O.R. 1087 PG 1007 09:16AM 12-22-94  
Recording 9.00 Surcharge 1.50 Doc Stamp 0.70

On Have and to Hold The same together with all and singular the appurtenances thereunto belonging  
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said  
first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly  
authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

By:

J. J. Asselta  
its Pres.

Nancy J. Burns-Vines  
Name: Nancy J. Burns-Vines

Gail Graham  
Name: Gail Graham

State of FLORIDA  
County of ST. JOHNS

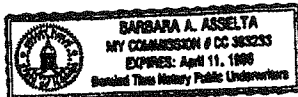
The foregoing instrument was acknowledged before me this 20th day of December, 19 94, by

of J. J. Asselta, President  
Multi Developers, Inc.

a corporation existing under the laws of the State of  
He/She is personally known to me or has produced

Florida, on behalf of the corporation.  
as identification.

Barbara A. Asselta  
Print Name: Barbara A. Asselta  
Notary Public  
My Commission Expires: 4/11/98



ACT TO:  
J.J. ASSELTA  
103A ANASTASIA BLVD.  
ST. AUGUSTINE, FL 32084



# Ancient City Surveying

## Professional Land Surveyors

Mike Piesco, P.L.S.

O.R. 1087 PG 1008

### DESCRIPTION UNIT A

PART OF LOTS 11 & 12, BLOCK 43, DAVIS SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE N  $74^{\circ}49'$  W ALONG THE NORTHERLY LINE OF SAID BLOCK 43, A DISTANCE OF 40.50 FEET; THENCE S  $14^{\circ}46'54''$  W, 100.00 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE S  $74^{\circ}49'$  E ALONG THE SOUTHERLY LINE OF SAID LOTS 11 & 12 A DISTANCE OF 39.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE N  $15^{\circ}11'$  E ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.



IN & RETURN: INDEPENDENT TITLE  
B03-2120

Public Records of  
St. Johns County, FL  
Clerk# 03-077760  
O.R. 2071 PG 643  
07:45AM 10/21/2003  
REC \$9.00 SUR \$1.50  
Doc Stamps \$1,232.00

Independent

[Space Above this Line for Recording Data]

# THIS WARRANTY DEED

Made this October 15, 2003 A.D. By

**MICHAEL TRAMS, A MARRIED MAN CONVEYING IS SEPARATE NON-HOMESTEAD**

**PROPERTY** hereinafter called the grantor,

to **KENNETH C. HOLOBECK, JR. and AMANDA J. HOLOBECK, HUSBAND AND WIFE,**

whose post office address

is: 105 Arnold Ave, St Augustine, FL 32080

hereinafter called the grantee;

(Whoever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **ST. JOHNS County, Florida**, viz:

PART OF LOTS 11 AND 12, BLOCK 43, DAVIS SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE NORTH 74 DEGREES 49 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 43, A DISTANCE OF 40.50 FEET; THENCE SOUTH 14 DEGREES 46 MINUTES 54 SECONDS WEST, 100.00 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 74 DEGREES 49 MINUTES EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 39.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 15 DEGREES 11 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

Parcel ID Number: 219430-0146

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any. Subject to taxes and assessments for the current year.

To Have and to Hold, the same in fee simple forever.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2002**.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

**TWO (2) SEPARATE WITNESSES ARE REQUIRED TO SIGN AND PRINT NAMES!**

[1] Sharon K Chambers  
Witness Printed Name Sharon K Chambers

Michael Trams (Seal)  
MICHAEL TRAMS  
Address: 11 Apple Ln, St Augustine, FL 32080

[2] Carla J Thompson  
Witness Printed Name CARLA J. THOMPSON

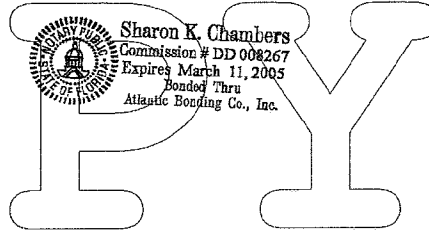
State of FLORIDA  
County of ST. JOHNS

The foregoing instrument was acknowledged before me this October 15, 2003, by MICHAEL TRAMS, A MARRIED MAN CONVEYING IS SEPARATE NON-HOMESTEAD PROPERTY, who is/are personally known to me or who has produced A VALID DRIVER'S LICENSE(S) as identification and who has taken an oath

*Sharon K Chambers*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

Prepared by:  
SHARON K. CHAMBERS  
Independent Title of St. Augustine, Inc.  
5431 A1A South, Suite 104, St. Augustine, FL 32080  
FILE NUMBER: B03-2120



1  
2  
Prepared by and return to:  
Vickie A. Rianda

KeyStone Title LLC  
6015 A1A South  
St. Augustine, FL 32080  
904-471-5050  
File Number: AI05-1050  
Will Call No.:

COPY  
[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 31st day of May, 2005 between **Kenneth C. Holobeck, Jr. and Amanda J. Holobeck**, husband and wife, whose post office address is **30 Beacon Street, St. Augustine, Florida 32084**, grantor, and **Ian Reginald George Knop**, a married man, whose post office address is **181 Miller Street, North Sydney, New South Wales, Australia 2060**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Johns County, Florida** to-wit:

**See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.**

**Parcel Identification Number: 219430-0146**


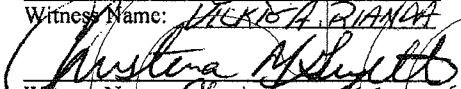
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

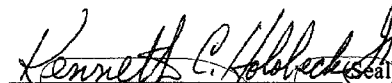
**To Have and to Hold**, the same in fee simple forever.


**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2004**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: VICKIE A. RIANDA  
  
Witness Name: Christina M. Galletta

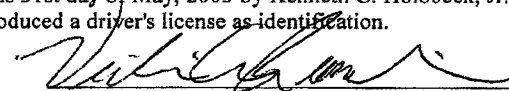
  
Kenneth C. Holobeck, Jr.

  
Amanda J. Holobeck

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 31st day of May, 2005 by Kenneth C. Holobeck, Jr. and Amanda J. Holobeck, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Vickie A. Rianda  
MY COMMISSION # DD142111 EXPIRES  
August 13, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

## Exhibit A

Parcel Identification Number: 219430-0146

COPY

PART OF LOTS 11 AND 12, BLOCK 43, DAVIS SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE 99 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE NORTH 74 DEGREES 49 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 43, A DISTANCE OF 40.50 FEET; THENCE SOUTH 14 DEGREES 46 MINUTES 54 SECONDS WEST, 100.00 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 74 DEGREES 49 MINUTES EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 39.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 15 DEGREES 11 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

①  
27-  
1140-

Prepared by and return to:  
**Vickie A. Rianda**

**Keystone Title LLC**  
6015 A1A South  
St. Augustine, FL 32080  
904-471-5050  
File Number: B08-1130

COPY

(Space Above This Line For Recording Data)

## Warranty Deed

**This Warranty Deed** made this 30th day of June, 2008 between **Ian Reginald George Knop**, a married person, whose post office address is c/o **Robertson Saxton Primrose**, 181 Miller Street, North Sydney 2060 Australia, grantor, and **Rick D. Look, Karen Lindsey and Marjorie J. Komassa**, as joint tenants with full rights of survivorship, and not as tenants in common, whose post office address is Iorida

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Johns County, Florida** to-wit:

**See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein**

**Parcel Identification Number: 219430-0146**

**Subject to covenants, restrictions, reservations and easements of record, if any, and taxes for the current year and subsequent years.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2007**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Sarah WRIGHT.

Witness Name: Peter Kelly.

Country of Australia  
New South Wales, North Sydney

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2008 by Ian Reginald George Knop, who  
☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

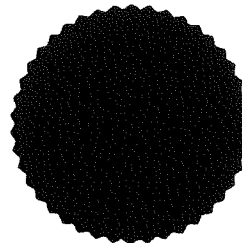
T. Somerville  
TIMOTHY DONALD SOMERVILLE

Printed Name:

Notary Public

My Commission Expires

My commission is indefinite



## Exhibit A

Parcel Identification Number: 219430-0146

**COPY**

PART OF LOTS 11 AND 12, BLOCK 43, DAVIS SHORES OCEAN VIEW SECTION AS RECORDED IN MAP BOOK 3, PAGE 89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE NORTH 74 DEGREES 48 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID BLOCK 43, A DISTANCE OF 40.50 FEET; THENCE SOUTH 14 DEGREES 48 MINUTES 54 SECONDS WEST, 100.00 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 74 DEGREES 49 MINUTES EAST ALONG THE SOUTHERLY LINE OF SAID LOTS 11 AND 12 A DISTANCE OF 88.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 15 DEGREES 11 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 11 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.



NOTICE OF COMMENCEMENT

State of Florida  
County of St. Johns

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

- COPY**
1. Legal Description of property: DAVIS SHORES SUB Part of Lot 11+12 Block 47  
ST AUGUSTINE E911 Address: 105 ARICOLA #A
  2. General description of improvement: RE ROOF
  3. Owner Information:
    - a. Name and address: KAREN LINSEY 105 ARICOLA #A ST AUGUSTINE 32080
    - b. Interest in property: OWNER
    - c. Name and address of fee simple titleholder (if other than Owner): \_\_\_\_\_
  4. Contractor:
    - a. Name and address: D&S ROOFING OF NORTH FLORIDA INC PO BOX 1786 ORANGE PARK FL
    - b. Phone number: 904-276-7665 32067
    - c. Fax number: 904-276-0824 (optional, if service by fax is acceptable).
  5. Surety:
    - a. Name and address: \_\_\_\_\_
    - b. Phone number: \_\_\_\_\_
    - c. Fax number: \_\_\_\_\_ (optional, if service by fax is acceptable).
    - d. Amount of bond: \$ \_\_\_\_\_
  6. Lender:
    - a. Name and address: \_\_\_\_\_
    - b. Phone number: \_\_\_\_\_
    - c. Fax number: \_\_\_\_\_ (optional, if service by fax is acceptable).
  7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: (name and address).
    - a. Name and address: \_\_\_\_\_
    - b. Phone number: \_\_\_\_\_
    - c. Fax number: \_\_\_\_\_ (optional, if service by fax is acceptable).
  8. In addition to himself or herself, Owner designates \_\_\_\_\_ of \_\_\_\_\_ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
    - a. Name and address: \_\_\_\_\_
    - b. Phone number: \_\_\_\_\_
    - c. Fax number: \_\_\_\_\_ (optional, if service by fax is acceptable).
  9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): \_\_\_\_\_

Sworn to and subscribed before me this 28<sup>th</sup> day of September 2007

(Signature of Owner)

(Notary Public)  
My Commission Expires:

