

DECLARATION OF COVENANTS

FOR

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CAMACHEE ISLAND

THIS DECLARATION is made this 24 day of September, A.D., 1982 by Camachee Island Villas Partnership, a Florida partnership, which declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Camachee Island Owners Association, Inc., a Florida corporation not for profit, the Charter and Bylaws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Declaration of Covenants for Camachee Island to which the Articles of Incorporation and Bylaws of the Association make reference.

(b) "Camachee Island" shall mean and refer to that portion of the real property described in Planned Unit Development Ordinance issued by St. Johns County as the same may be amended from time to time, which constitutes the Property subject to this Declaration and/or other property which may be administered by the Association, from time to time.

(c) "Common Area" or "Common Property" shall mean and refer to all real property owned or leased by the Association or easements conveyed to the Association for the common use and enjoyment of the Members, including but not limited to those granted under the provisions of the Use & Maintenance Agreement, as more particularly described on Exhibit D attached hereto as may be expanded by Developer from time to time.

(d) "Declaration" shall mean and refer to this Declaration of Covenants for Camachee Island, as recorded in the public records of St. Johns County as the same may be amended from time to time.

(e) "Developer" shall mean and refer to Camachee Island Villas Partnership, its successors or assigns.

(f) "Master Plan" shall mean and refer to the conceptual plan for the future development of Camachee Island as approved by Planned Unit Development Ordinance as adopted by St. Johns County, Florida, which land is described on Exhibit E attached hereto as the same may be modified from time to time. All references to the Master Plan shall be references to the latest revisions thereof.

(g) "Members" shall mean and refer to the Class A and B Members of the Association.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and Developer.

(i) "Property" or "Properties" shall mean and refer to that certain real property as described on Exhibit A attached and such additions thereto as may be made in accordance with the provision of this Declaration.

(j) "Residential Dwelling Unit" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, condominium unit, or townhouse unit, title to which is vested in a Class A Member of the Association. Improvements shall constitute a Residential Dwelling Unit at such time as construction of

TO:
JOHN J. MIKALS, Attorney
GALLAGHER, DAUMER, MIKALS & BRADFORD, P.A.
2525 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

Prepared by: M. Lynn Pappas
Pappas, Moorhouse
1901 Independent Sq.
Jacksonville, FL 32202

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the improvements is sufficiently completed to be certified for occupancy by the applicable governmental authorities of St. Johns County, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications. Residential Dwelling Units shall specifically exclude any hotel or motel dwellings unless such hotel or motel dwelling units have been made subject to independent ownership as separate legally defined units.

(k) "Use & Maintenance Agreement" shall mean and refer to the Declaration of Easements, Use & Maintenance Agreement dated September 24, 1982 as recorded in Official Records Book 559 Page 388 of the public records of St. Johns County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

(a) Additions of Property. Developer shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion of the lands constituting part of the Master Plan. Developer shall also have the right, at any time and from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional property shall be adjacent or contiguous to Property already subjected to this Declaration, (for purposes of this Declaration, property separated by public or private roads, lakes, golf course or open landscaped areas shall be deemed contiguous), (ii) such additional property shall be reasonably consistent with the scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the owner or owners thereof shall become, upon their addition to the Property, subject to assessments for Association expenses.

(b) Withdrawal of Property. Developer shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any Property or Properties, provided that (i) no property shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the scheme of this Declaration that no parcel of land subject to this Declaration shall ever be noncontiguous to at least one other parcel of land subject to this Declaration, and (ii) the owner(s) of such property to be withdrawn shall consent in writing to such withdrawal.

(c) Other Additions. The Members of the Association may also annex additional lands to the Property upon the affirmative vote of Members holding not less than two-third (2/3) of the total voting power of each class of Membership of the Association, so long as there exists a Class D member, and subsequently the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purposes and upon obtaining any county or governmental approvals as may be required by law.

(d) Supplementary Declaration. The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the

supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or the Owners or mortgagees of the Property, or any portion thereof, or any other party.

(e) Additional Declarations. Developer intends, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. The Property is also subject to the terms and provisions of the Use & Maintenance Agreement which provides for sharing of costs and expenses associated with properties shared in common between residential and commercial property owners within Camachee Island.

(f) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

Section 3. Rights of Developer. Camachee Island Villas Partnership as the Developer is the owner of the Property and has an option to purchase additional property within the Master Plan. In the event Developer does not exercise its right to purchase the additional property within the Master Plan, it may assign its rights as Developer under this Declaration, including but not limited to the right to add lands to this Declaration as provided in this Article II, to the owner of the property within the Master Plan.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title to Common Area. The Developer will convey or cause to be conveyed, prior to the conveyance of the first Residential Dwelling Unit to a Class A Member, the title to and/or easements over and upon roads and other Common Areas which are designated by Developer for the use or benefit of Owners of the Property in accordance with the Master Plan, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, for Developer and its invitees, licensees, successors and assigns, the Use & Maintenance Agreement and such other non-exclusive use rights as may be granted prior to such conveyance or reserved by Developer to be conveyed to future Members of the Association. Any roads and other areas which are for the primary use and benefit of only the Owners of a particular area of the Property may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of either the Developer or of the Association (in accordance with its Articles and Bylaws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements and other matters referenced in Section 1 of this Article III, Article VIII and Article IX hereof.

(g) all provisions of the Use & Maintenance Agreement.

Section 3. Damage or Destruction of Common Areas by Owner. In the event any of the Common Area facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become part of the annual assessment (as hereinafter defined) payable by the responsible Owner.

Section 4. Additional Common Areas. The Developer shall have the right from time to time and at any time, to bring within the scheme of this Declaration, and to convey to the Association, additional Common Areas and Common Property, provided that such additional Common Areas and Common Property shall be reasonably consistent with the scheme for development set forth in the Master Plan.

ARTICLE IV

MAINTENANCE ASSOCIATION

Section 1. Camchee Island Owners Association, Inc. The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as Camachee Island Owners Association, Inc., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, membership and voting rights in the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Residential Dwelling Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys fees, shall be a charge on the land and shall be a continuing lien upon that portion of the Property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, those costs and expenses shared under the terms of the Use & Maintenance Agreement, the cost of road and lake maintenance, sewer plant operation and maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment.

(a) Except as hereinafter provided, the annual assessment, excluding funds for special improvement projects, capital improvements or exterior maintenance assessments, and excluding any condominium or other homeowners association maintenance assessment, shall not exceed Four Hundred and Eighty Dollars (\$480.00) per Residential Dwelling Unit per annum. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the majority of the Board of Directors of the Association shall be dispositive.

(b) From and after January 1, 1983, the maximum annual assessment will increase each year by an amount equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (All Cities) (1967 = 100) "CPI", issued by the U. S. Bureau of Labor Statistics, between the first month and the last month of the 12 month period preceeding the month of fixing the annual assessments by the Board of Directors of the Association. If the CPI Index as described shall be discontinued, then the applicable increase shall be calculated on the basis of a substantially similar index published by the United States Government. In addition, by the vote of a majority of the members of the Board of Directors of the Association, the maximum amount of the assessment may be increased or decreased from the amount set forth in this Section 3.

Section 4. Rate of Assessments.

(a) The lands to be incorporated within the Property will be developed in stages or phases, and prior to the completion of construction, issuance of certificates of occupancy for and conveyance by Developer of substantially all Residential Dwelling Units ultimately to be located within the Property, the Owners of existing Residential Dwelling Units shall bear a proportionately larger share of the annual costs and expenses of operating the Association and the Property than the proportion to be attributable to the proposed residential dwellings.

(b) Prior to conveyance or creation of 75 Residential Dwelling Units ("RDU"), the annual share of the Master Association annual budget payable by Owners of Residential Dwelling Units shall be calculated in accordance with the following formula:

$$\text{Residential Dwelling Unit ("RDU") assessment} = \frac{2}{(180 - \text{total RDU}) + (2 \times \text{total RDU})}$$

(c) A Residential Dwelling Unit shall be assessed an annual assessment amount as established in accordance with Section 4 of this Article equal to one (1) RDU assessment.

(d) The Class B member shall not be required to pay any annual, regular or special assessment amounts attributable to any portion of the Property owned by Developer; provided, however, the balance of the annual operating expenses of the Association (excluding costs of repairs or replacements) remaining after assessment of and payment of assessments due from Owners other than the Class B Member and attributable to the remaining proposed units (based on the number 180), shall be paid to or on behalf of the Association by the Class B Member. The Class B Member shall be obligated to fund such deficiencies only as they are actually incurred by the Association during such time period. The Class B Member shall cease to pay any portion of the annual

operating expenses of the Association under the provisions of this Section 4 after conveyance and/or creation of 75 Residential Dwelling Units. Nothing contained herein shall be construed as a limitation upon the total number of Residential Dwelling Units to be constructed within the Property, nor as guaranty of the level of assessment to be imposed from time to time under the provisions of this Section 4.

(e) The Owner of any assessable property which becomes subject to assessment during an assessment period, shall pay the amount attributable to such property for the prorated portion of the year remaining subsequent to such creation of assessment category.

(f) In the event of a merger or consolidation of any other associations with the Association, such additional property administered by the surviving association and subject to differing covenants and restrictions may pay an assessment calculated on a different basis than the assessments provided for in this Declaration or may pay an assessment amount greater to or lesser than that levied against similar Property as described herein. A change in basis or rate of the annual assessments against the Property subject to this Declaration may be effectuated if approved by a vote of seventy-five (75%) percent of the votes of each class of membership of the Association at a duly called meeting of the Association and by the approval of seventy-five (75%) percent of the votes cast at said meeting by the Members and Owners disproportionately affected by such change in basis.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any property owner's association in any area of the Property and/or with any condominium association which administers the affairs of a condominium located within the Property in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof, the Board may levy special assessments for the following purposes:

(a) construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;

(b) for additions to the Common Areas;

(c) to provide for the necessary services and the facilities and equipment to offer the services authorized herein;

(d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the consent of a majority of the votes of each class of Members entitled to use of the Common Area or services affected if less than all, who are voting in person or by proxy at a meeting duly called for this purpose; provided however, a special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair or levied in accordance with the provisions of the Use & Maintenance Agreement shall be levied at the discretion of a majority of the Board of Directors. The proportion of each special assessment to be paid by the Owners of each category of Property affected shall be in proportion to the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect of Non-Payment of Assessment: The Lien; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any Property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; and (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property or Members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final.

ARTICLE VI

SPECIAL SERVICES AND ADDITIONAL ASSESSMENTS

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure on any Residential Dwelling Unit needing same in the Association's

opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is required to be performed and is actually performed by a property owners association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Maintenance Duties of Other Property Owners Associations. If for any reason any condominium, subdivision association or other property owners association responsible for administration of condominium properties, subdivision properties or other portions of the Property, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable Property in a first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association in such respect that the association has refused or failed to act, whether against all Property maintained by such association or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association.

Section 3. Assessment of Cost. The cost of maintenance performed by the Association in Sections 1 and 2 above shall be assessed against the Property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 4. Access at Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 5. Sewer Assessment. The costs and expenses of providing the private sewage treatment and collection facilities to certain Units within the Property may be assessed against the Residential Units to which such service is supplied by the Association on (i) the basis of a fraction the numerator of which is one (1) and the denominator of which is the total number of Residential Units serviced by the private system from time to time, or (ii) on the basis of actual Unit water usage if so charged to the Association. During the initial development period of Camachee Island, the sewage assessment charged against Residential Units serviced may be less than the permissible assessment; however, this shall not prohibit charging the maximum assessment at any time. This assessment shall not be considered part of the annual maintenance assessment or charge but shall be a special assessment and a lien against the Residential Unit and the personal obligation of the Owner(s) and shall be due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association.

ARTICLE VII

USE RESTRICTIONS

Section 1. Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to serve the Property, holders of mortgage liens on the Property and such other persons as the Developer or the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the Property with access to publicly dedicated rights of way as designated in the Use & Maintenance Agreement, subject however, to the right of the Developer or its designees to install, erect, construct, and maintain utility lines and facilities in the roadways and

subject to the terms of the Use & Maintenance Agreement. The Developer and the Association reserve and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Association may create or participate in a disturbance or nuisance on any part of the Property or on any land of the Developer lying adjacent to or near the Property.

The Developer or the Association shall have the right to adopt reasonable rules and regulations pertaining to use of the roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the roadways. The Developer or the Association shall have the right, but no obligation to control speeding and impose speeding fines and to prohibit use of the roadways by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which in the opinion of the Developer or the Association would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Developer or the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgment and opinion of the Developer or the Association, obstruct the vision of a motorist upon any of the roadways. The Association shall have the right, but no obligation to establish security procedures for the protection of the Property, including the right to limit access to the Property.

The right of ingress and egress over and upon roadways constituting a part of a condominium or subdivision project located within the Property, according to declaration of condominium or plat recorded in the public records of St. Johns County, Florida, and which are maintained by a separate condominium or homeowners association may be limited to an easement for the benefit of Owners of Property located within such condominium or subdivision.

In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section thereafter shall be of no further force or effect. The Developer shall have the sole and absolute right, at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the roadways. In addition the Developer shall have the right to redesignate, relocate or close any other part of the roadways without the consent or joinder of any party so long as the Property or any portion thereof is not denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 2. Easements. Easements may now or hereafter be reserved by the Developer for utility, drainage or other purposes within the Property. The Developer reserves the right to assign any and all easements whether now existing or hereinafter created for installation of utilities or other uses deemed by Developer to be necessary or appropriate for the service of the Property. Any wall, fence, paving, planting or other improvements placed upon and easements affecting the Property by the Owner of the Property on which the easement lies shall be removed, if required by the Developer, or his assignee at the expense of said Owner. All Owners shall make use of the Property in conformance with the terms and conditions of such easements.

Section 3. Temporary Structures. No temporary buildings, tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Developer.

Section 4. Nuisances. Nothing shall be done on any portion of the Property which may be or may become an annoyance or nuisance to Owners of the Property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing, whose decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owners association as to such question.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the architectural control committee thereof has approved in writing the design, materials, lettering and location of said sign. Only one sign shall be permitted by the Association for each building, and no sign shall be approved which is greater than 15 square feet in area (except temporary construction or renting signs).

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove same at the expense of the Owners, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they may not be visible from the adjoining properties.

Section 5. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 6. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways within the Property without the proper written approval of the Association, the Developer and in accordance with the provisions of the Use & Maintenance Agreement. Shoreline contours above or below water abutting the Property may not be changed without the written approval of the Developer, the Association or architectural control committee thereof and in accordance with the provisions of the Use & Maintenance Agreement. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No boathouse shall be constructed on or adjacent to any of the Property abutting waterways, nor shall any boat canal be dug or excavated in any of the Property without the same being approved by the Association, the Developer and in accordance with the provisions of the Use & Maintenance Agreement.

Section 7. Boats and Motor Vehicles. No boats or recreational vehicles or other motor vehicles, except four wheel passenger automobiles less than 5.6 feet in height, shall be placed, parked or stored upon any of the Property unless approved by the Association, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any area of the Property, except within a building where totally isolated from public view.

Section 8. Animals. All animals shall be kept under control by the Owner at all times and leashed when upon the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 9. Residential Area. The dwelling units constructed within the Property shall be used by a single family, its servants, guests or lessees as a residence only and for no other purpose. Unless approved by the Developer, the Association or in accordance with the terms of the Use & Maintenance Agreement, no snack bar, restaurant, gift shop or other commercial facility (excluding showers, restrooms, laundromat and telephones) shall be constructed or generated within the Property.

Section 10. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, as appropriate: (a) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; (b) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (c) such other insurance as the Board of Directors may determine.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year but in no event shall insurance be less than \$300,000 with respect to any one person, \$500,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

Section 11. Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of Residential Dwelling Units and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of Residential Units (based upon replacement) and shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association.

Section 12. Repair and Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any Owner whose Residential Dwelling Unit or any portion thereof is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore such Property with the consent of any first mortgagee to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VIII hereof.

Section 13. Antennas. Unless prior written approval has been obtained from the Association, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the Property.

Section 14. Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 15. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any of the Property. Notwithstanding, an Owner may keep and maintain a small propane gas tank for gas barbeques and fireplaces specifically approved by the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

Other than improvements constructed upon the Property by the Developer, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aeriels, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have

been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the applicable architectural control committee thereof in accordance with the provisions of the Bylaws of the Association and the architectural control committee established under the terms of the Use & Maintenance Agreement. The approval or disapproval of the Association shall take precedence over the approval, if any, of any property owner's association for the area in which such portion of the Property is located. If the Association or the architectural review board thereof shall determine in its sole discretion that any such improvements will not affect surrounding areas located outside the jurisdiction of such property owners association or will not affect commercial condominium buffer areas, commercial or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association may be dispositive.

ARTICLE IX

USE & MAINTENANCE AGREEMENT

In addition to the obligations and restrictions imposed under this Declaration, the Property is subject to the terms and provisions of the Use & Maintenance Agreement recorded in the public records of St. Johns County, Florida. Under the terms of the Use & Maintenance Agreement, the cost of maintenance and repair of portions of the Common Area and Common Property is shared between the members of Camachie Island Owners Association, Inc., and Camachie Cove Yacht Harbor, Inc., the owner of certain adjacent property within the Camachie Island planned unit development, their successors and assigns. The cost and expenses incurred in such shared maintenance are part of the assessments charged by the Association to its members pursuant to the provisions of Article IV of this Agreement. In addition to the provisions concerning shared maintenance costs, the Use & Maintenance Agreement also provides for certain architectural review to be performed by an architectural review committee composed of members of the Association, the Developer and Camachie Cove Yacht Harbor, Inc., its successors and assigns. The right of architectural review and approval provided for in the Use & Maintenance Agreement is in addition to and not in lieu of the right of architectural control as established in Article VIII of this Declaration.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer or the Owner of any Property, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration may be extended for successive additional periods if one-half (1/2) of the total votes of all Members of the Association cast at a duly held meeting of the Association vote in favor of extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Extension adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the St. Johns County Public Records.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 6. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. The Developer specifically reserves the right to amend this Declaration or any portion hereof on its own motion from the date hereof until termination of the Class B Membership without the consent or joinder of any party so long as such amendment shall not unreasonably alter or modify the general plan of development for the Property as set forth in the Master Plan or materially and adversely affect other Owners and Members. Thereafter, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if approved by fifty-one percent (51%) of the votes of each class of membership affected by such amendment cast at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida. So long as the Developer, as the Class B Member, is entitled to elect a majority of the members of the Board of the Association no amendment to this Declaration shall be effective without the written joinder and consent of the Developer.

Section 8. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay assessments or liens therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan, or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. Johns County, Florida as provided in Article II hereof. Nothing contained herein shall be deemed to require the Developer to include any of the property constituting part of the Master Plan within this Declaration or subject any such property to administration by Association and such inclusion shall be at the sole option of Developer.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, neither the Developer nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 10. Restrictions and Covenants Running with the Land. The agreements, covenants and conditions set forth in this Agreement shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owners, and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Developer and/or the Association with respect to parties aggrieved by such failure.

Section 11. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Agreement shall give the Developer and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by the Developer and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Agreement shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

IN WITNESS WHEREOF, Developer, as the owners of the Property has caused this instrument to be executed in its name by the undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

CAMACHEE ISLAND VILLAS PARTNERSHIP
a general partnership

By: James J. Sebastian Co., Inc.
general partner

By: James J. Sebastian
James J. Sebastian, President

By: NCS/G ASSOCIATES
a general partnership
general partner

By: William C. Nichols
William C. Nichols by Charles D. Grant, his Attorney-In-Fact

By: Alexander L. Carter
Alexander L. Carter by Charles D. Grant, his Attorney In-Fact

By: Faset J. Seay
Faset J. Seay by Charles D. Grant, his Attorney-In-Fact

By: Charles D. Grant
Charles D. Grant

M. Lynn Pappas
John Metcalf

M. Lynn Pappas
John Metcalf

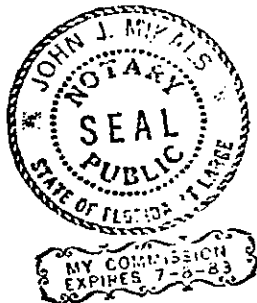
M. Lynn Pappas
John Metcalf

M. Lynn Pappas
John Metcalf

M. Lynn Pappas
John Metcalf

STATE OF FLORIDA)
 DUVAL) ss
 COUNTY OF ~~ST. JOHNS~~)

The foregoing instrument was acknowledged before me this 24 day of September by JAMES J. SEBASTIAN, the President of JAMES S. SEBASTIAN COMPANY, INC., on behalf of CAMACHEE ISLAND VILLAS PARTNERSHIP, a Florida general partnership.



[Signature]
 Notary Public, State of Florida
 at Large

My Commission Expires:

STATE OF FLORIDA)
 DUVAL) ss
 COUNTY OF ~~ST. JOHNS~~)

BEFORE ME personally appeared CHARLES D. GRANT, to me known and known to me to be a general partner of CAMACHEE ISLAND VILLAS PARTNERSHIP, the general partnership named in the foregoing instrument, and known to me to be the person who as such general partner of the general partnership executed the same, individually, and as attorney-in-fact, pursuant to powers of attorney from WILLIAM C. NICHOLS, ALEXANDER L. CARTER, FASET J. SEAY, who along with CHARLES D. GRANT, are all general partners of CAMACHEE ISLAND VILLAS PARTNERSHIP, and then and there the said CHARLES D. GRANT, individually, and as attorney-in-fact, did acknowledge before me that said instrument is executed by him as such general partner, and as attorney-in-fact on behalf of the general partnership.

WITNESS my hand and official seal this 24 day of September, 1982.



[Signature]
 Notary Public, State of Florida
 at Large

My Commission Expires:

→ PREPARED BY AND RETURN TO:
LINDA CONNOR KENNEDY, Attorney
GALLAGHER, BAUER, MITCHELL
BRADFORD, CANNON & WALTERS, P.A.
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

SUPPLEMENTAL
DECLARATION OF COVENANTS FOR
CAMACHEE ISLAND

This SUPPLEMENTAL DECLARATION is made this 14th day of October, 1986 by CAMACHEE COVE YACHT HARBOR, INC. ("Harbor")

RECITALS

A. Pursuant to that certain Declaration of Covenants for Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida ("Declaration") certain covenants and restrictions upon property more fully described in Exhibit A of the Declaration.

B. Pursuant to Article II of the Declaration the Developer has the right, at any time and from time to time, to bring within the scheme of the Declaration the land or any portion of the land constructing part of the Master Plan (as defined in the Declaration).

C. Stokes-O'Steen Communities, Inc. ("Communities") is developing a condominium on land more fully described on Exhibit A attached hereto and made a part hereof to be known as "Harbour Pointe at Camachee Island, A Condominium" ("Harbour Pointe"). The land developed by Communities as Harbour Pointe is a part of the land included in the Master Plan.

D. Pursuant to that certain Agreement recorded in Official Records Book 690, page 1266 of the public records of St. Johns County, Florida, the "Developer" under the Declaration, Camachee Island Villas Partnership ("Partnership"), assigned all rights of the Partnership as developer of future phases of Camachee Island Villas, including all rights under the Master Association and Condominium documents to Harbour.

E. Harbour as assignee of the Developer's rights under the Declaration has determined to subject land constituting Harbour Pointe to the Declaration by recording this Supplementary Declaration.

NOW THEREFORE in consideration of the premises Harbour hereby declares as follows:

The land more fully described on Exhibit A attached hereto and made a part hereof, Harbour Pointe, is hereby declared subject to all terms, conditions, covenants, provisions and other matters contained within the Declaration, which terms, conditions, covenants, provisions and other matters shall run with the land and are binding upon all owners or mortgagees of Harbour Pointe and their successors and assigns.

Harbour further acknowledges that Communities may develop additional phases of Harbour Pointe and at such time as such additional phases are developed, Harbour agrees it shall subject the land constituting the additional phases to this Declaration.

IN WITNESS WHEREOF Harbour sets its hand and seal as of the date first above written.

CAMACHEE COVE YACHT HARBOUR, INC.

BY: Joseph S Taylor
Its President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of October, 1986 by JOSEPH S. TAYLOR the President of Camachee Cove Yacht Harbor, Inc., a Florida corporation, on behalf of the corporation.

Samuel Miller
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: Nov. 3, 1988

CONSENT OF OWNER

The undersigned, Stokes-O'Steen Communities, Inc., a Florida corporation, as fee simple owner of the land described on Exhibit A as Parcels B and C hereby consents to this Supplemental Declaration of Covenants for Camachee Island dated October 14th, 1986 and joins with the provisions thereof and hereby subjects all its land to the Covenants contained therein on behalf of itself and its successors and assigns.

IN WITNESS WHEREOF the undersigned sets its hand and seal on this 13th day of October, 1986.

STOKES-O'STEEN COMMUNITIES, INC.

By: Gregory J. Barbour
Its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of October, 1986, by Gregory J. Barbour the Vice President of Stokes-O'Steen Communities, Inc., a Florida corporation, on behalf of the corporation.

Lauren L. Owens
Notary Public, State of Florida

My Commission Expires:

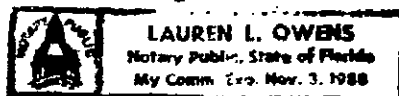


EXHIBIT DEC

PARCEL "A"

A portion of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at Old Cedar Post marking the Southwest corner of said Lot 3, Section 5, Township 7 South, Range 30 East; thence East along the South line of said Government Lot 3, Section 5, a distance of 240.18 feet to the landward edge of an existing concrete bulkhead; thence Northwesterly along the Westerly edge of said concrete bulkhead run the following seven courses and distances: Course No. 1: North 17°52'32" West, 36.70 feet; Course No. 2: North 22°47'58" West, 60.56 feet; Course No. 3: North 27°59'18" West, 117.93 feet; Course No. 4: North 26°11'49" West, 64.00 feet; Course No. 5: North 00°31'01" East, 93.39 feet; Course No. 6: North 20°57'58" East, 53.16 feet; Course No. 7: North 54°30'32" East, 61.44 feet to the POINT OF BEGINNING; thence North 69°05'50" East and continuing along said bulkhead, 120.72 feet; thence North 04°05'50" East, 25.48 feet; thence South 82°56'01" West, 7.97 feet; thence South 69°05'50" West, 107.25 feet; thence South 12°31'44" West, 29.96 feet to the POINT OF BEGINNING.

Containing 0.068 acres, more or less.

PARCEL "B":

A portion of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at Old Cedar Post marking the Southwest corner of said Lot 3, Section 5, Township 3 South, Range 27 East; thence East along the South line of said Government Lot 3, Section 5, a distance of 240.18 feet to the landward edge of an existing concrete bulkhead; thence Northwesterly along the Westerly edge of said concrete bulkhead run the following seven courses and distances: Course No. 1: North 17°52'32" West, 36.70 feet; Course No. 2: North 22°47'58" West, 60.56 feet; Course No. 3: North 27°59'18" West, 117.93 feet; Course No. 4: North 26°11'49" West, 64.00 feet; Course No. 5: North 00°31'01" East, 93.39 feet; Course No. 6: North 20°57'58" East, 53.16 feet; Course No. 7: North 54°30'32" East, 61.44 feet; thence North 12°31'44" East, 29.96 feet to the POINT OF BEGINNING; thence North 45°27'00" West, 80.0 feet; thence North 02°27'58" West, 155.14 feet to the intersection with the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, being concave Southwesterly and having a radius of 165 feet, an arc distance of 24.92 feet, said arc being subtended by a chord bearing and distance of South 70°35'02" East, 24.90 feet to the point of tangency of said curve; thence South 66°15'28" East, 78.74 feet to the point of curvature of a curve to the left; thence Southeasterly along and around the arc of said curve, being concave Northeasterly and having a radius of 676.68 feet, an arc distance of 88.91 feet, said arc being subtended by a chord bearing and distance of South 70°01'16" East, 68.85 feet; thence South 04°05'50" West, 54.99 feet; thence South 61°01'28" East, 16.90 feet; thence South 25°12'34" West, 42.56 feet; thence South 82°56'01" West, 7.97 feet; thence South 69°05'50" West, 107.25 feet to the POINT OF BEGINNING.

Containing 0.603 acres, more or less.

HARBOUR POINTE AT CAMACHEE ISLAND I

A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA.

EXHIBIT -

SUBJECT

PARCEL "C":

A portion of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at Old Cedar Post marking the Southwest corner of said Lot 3, Section 5, Township 7 South, Range 30 East; thence East along the South line of said Government Lot 3, Section 5, a distance of 240.18 feet to the landward edge of an existing concrete bulkhead; thence Northwesterly along the Westerly edge of said concrete bulkhead run the following seven courses and distances: Course No. 1: North 17°52'32" West, 36.70 feet; Course No. 2: North 22°47'58" West, 60.56 feet; Course No. 3: North 27°59'18" West, 117.93 feet; Course No. 4: North 26°11'49" West, 64.00 feet; Course No. 5: North 00°31'01" East, 93.39 feet; Course No. 6: North 20°57'58" East, 53.16 feet; Course No. 7: North 54°30'32" East, 61.44 feet; thence North 12°31'44" East, 29.96 feet; thence North 45°27'00" West, 80.00 feet; thence North 02°27'58" West, 186.37 feet to the POINT OF BEGINNING; thence continue North 02°27'58" West, 132.78 feet; thence North 69°04'54" East, 40.20 feet; thence North 27°24'34" East, 43.23 feet; thence North 62°17'50" East, 24.20 feet; thence North 54°45'20" East, 43.02 feet; thence North 81°16'42" East, 33.63 feet; thence South 21°12'26" East, 111.54 feet; thence South 00°12'27" East, 193.47 feet to the arc of a curve to the Northwest; thence Northwesterly along and around the arc of said curve, concave Northeasterly, having a radius of 646.68 feet, an arc distance of 78.52 feet, said arc being subtended by a chord bearing and distance of North 69°44'08" West, 78.47 feet to the point of tangency of said curve; thence North 66°15'26" West, 78.74 feet to the point of compound curvature of a curve to the left; thence Northwesterly along and around the arc of said curve being concave Southwesterly and having a radius of 195.0 feet, an arc distance of 38.87 feet, said arc being subtended by a chord bearing and distance of North 71°58'05" West, 38.81 feet to the POINT OF BEGINNING.

Containing 0.932 acres, more or less.

PARCEL "D" (EASEMENT FOR INGRESS AND EGRESS)

A portion of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at Old Cedar Post marking the Southwest corner of said Lot 3, Section 5, Township 7 South, Range 30 East; thence East along the South line of said Government Lot 3, Section 5, a distance of 240.18 feet to the landward edge of an existing concrete bulkhead; thence Northwesterly along the Westerly edge of said concrete bulkhead run the following seven courses and distances: Course No. 1: North 17°52'32" West, 36.70 feet; Course No. 2: North 22°47'58" West, 60.56 feet; Course No. 3: North 27°59'18" West, 117.93 feet; Course No. 4: North 26°11'49" West, 64.00 feet; Course No. 5: North 00°31'01" East, 93.39 feet; Course No. 6: North 20°57'58" East, 53.16 feet; Course No. 7: North 54°30'32" East, 61.44 feet; thence North 12°31'44" East, 29.96 feet; thence North 45°27'00" West, 80.00 feet; thence North 02°27'58" West, 155.14 feet to the intersection with the arc of a curve to the Southeast and the POINT OF BEGINNING; thence Southeasterly along and around the arc of said curve being concave Southwesterly and having a radius of 165.0 feet, an arc distance of 24.92 feet, said arc being subtended by a chord bearing and distance of South 70°35'02" East, 24.90 feet to the point of tangency of said curve; thence South 66°15'26" East, 78.74 feet to the point of curvature of a curve to the left; thence Southeasterly along and around the arc of said curve being concave Northeasterly and having a radius of 676.68 feet, an arc distance of 88.91 feet, said arc being subtended by a chord bearing and distance of South 70°01'16" East, 88.85 feet; thence North 04°05'50" East, 30.71 feet to the intersection with the arc of a curve to the Northwest; thence Northwesterly along and around the arc of said curve, being concave Northeasterly and having a radius of 646.68 feet, an arc distance of 78.52 feet, said arc being subtended by a chord bearing and distance of North 69°44'08" West, 78.47 feet to the point of tangency of said curve; thence North 66°15'26" West, 78.74 feet to the point of curvature of a curve to the left; thence Northwesterly along and around the arc of said curve being concave Southwesterly and having a radius of 195.0 feet, an arc distance of 38.87 feet, said arc being subtended by a chord bearing and distance of North 71°58'05" West, 38.81 feet; thence South 02°27'58" East, 31.23 feet to the POINT OF BEGINNING.

Containing 0.134 acres, more or less.

FILED AND RECORDED IN
ST. JOHNS COUNTY, FLA.

1998 OCT 22 PM 2:06

HARBOUR POINTE AT CAMACHEE ISLAND I
A CONDOMINIUM
ST. JOHNS COUNTY, FLORIDA.

SUPPLEMENTAL DECLARATION OF COVENANTS
 FOR
 HARBOR LOTS AT CAMACHEE ISLAND

O.R. 796 PG 0624

THIS SUPPLEMENTAL DECLARATION is made this 14th day of September, 1988, by CAMACHEE COVE YACHT HARBOR, INC., a Florida corporation, ("Developer").

RECITALS

A. Camachee Island Villas Partnership subjected certain land to the Declaration of Covenants for Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida ("Declaration").

B. Pursuant to the terms of Article II of the Declaration, the Developer or its assignee has the right to annex additional property to the terms and conditions of the Declaration and to establish additional covenants and restrictions which apply only to certain portions of the property, as the Declarant deems are necessary or desireable, to reflect the different character of the Property so annexed.

C. Pursuant to that certain Agreement dated November 15, 1983, by and between Camachee Island Villas Partnership and Camachee Cove Yacht Harbor, Inc., recorded in Official Records Book _____, Page _____, of the public records of St. Johns County, Florida, Camachee Island Villas Partnership assigned all its rights as Developer of Camachee Island Villas to Camachee Cove Yacht Harbor, Inc.

D. Developer intends to plan and develop certain land more fully described on Exhibit A and referred to as "Harbor Lots".

E. Developer desires to annex the Harbor Lots to the terms and conditions of the Declaration as well as to subject the Harbor Lots to certain additional covenants, conditions, restrictions, and easements more fully set forth in this Supplemental Declaration.

NOW THEREFORE, in consideration of the premises, Developer hereby declares as follows:

1. COVENANTS RUNNING WITH THE LAND.

The Harbor Lots are hereby deemed to constitute Property under the Declaration and as such Property shall be held, sold, conveyed and transferred, subject to the easements, restrictions, covenants and conditions of the Declaration as well as the easements, restrictions, covenants and conditions set forth herein, all of which are for the purpose of protecting the value and desireability of, and shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

2. ADDITIONAL PROVISIONS.

The following provisions, additions or amendments to the Declaration shall apply solely to the Harbor Lots and to the extent there is any inconsistency between the provisions of the Declaration and Supplemental Declaration as applied to the Harbor Lots, the provisions of this Supplemental Declaration shall prevail.

(a) Assessments. The Owners of Harbor Lots shall commence to pay an amount equal to one half (1/2) the Annual Assessment as required for Residential Dwelling Units under the Declaration, upon conveyance of the Harbor Lot from Developer to the Owner. The Owners of the Harbor Lots shall continue to pay one half (1/2) the Annual Assessment until a certificate of occupancy is issued for the residential dwelling located on the Harbor Lot or three (3) years from the date of conveyance, whichever first occurs. In addition, if an Owner owns two or more Harbor Lots until such Harbor Lots are improved, the Owner shall pay one half (1/2) the Annual Assessment upon improvement of one or more Harbor Lots so as to be incorporated for the construction of one residential dwelling with appurtenances, only one Residential Dwelling Unit assessment shall be due and payable from such Owner.

(b) Architectural Planning Criteria. The following criteria or restrictions shall apply to the Harbor Lots.

(i) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residential dwelling containing not less than one thousand three hundred (1,300) square feet of enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no structure may be constructed separate and apart from the residential dwelling nor shall any such structure(s) be constructed prior to construction of the main residential dwelling.

(ii) Building Restriction Lines. All building restriction lines shall be as provided in the plat. A residential dwelling may be located upon a single platted Harbor Lot or on a combination of platted Harbor Lots and in such event the side building restriction lines shall apply to the outermost side lot lines. The Developer shall have the right to impose additional building restriction requirements to preserve the line of sight of neighboring Harbor Lots and their Owners. The Developer may modify the building restriction line for an individual Harbor Lot where in its opinion and sole discretion, such modification is necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

(iii) Exterior Color Plan. The Developer shall have final approval of all exterior color plans and each Owner must submit to the Developer prior to initial construction and development upon any Harbor Lot a color plan showing the color of the roof, exterior walls, shutters, trims, exterior screens, fences, including, without limitation, any flashing or gutters which colors shall be consistent with the homes in the surrounding Harbor Lots.

(iv) Roofs. Flat roofs shall not be permitted unless approved by the Developer. Minimum pitch of roof will be 5/12. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the Developer. All roofs shall have clay or concrete barrel roof tiles. Tiles shall be installed as per manufacturer's specifications. The color of roof tiles shall be red terra cotta and a physical sample must be submitted to the Developer for final approval prior to installation.

(v) Garages and Automobile Storage. In addition to the requirements stated in Paragraph (i) above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside walls of

the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2), sixteen (16) foot doors for a four-car garage, or two (2), three(3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. All overhead doors shall be kept closed when not in use. No carports will be permitted unless approved by the Developer. Automobiles shall be stored in garages when not in use. No garage shall be converted to living space unless a garage in compliance with these provisions is constructed in its stead and unless the facade of the enclosed garage is approved by the Developer and a new garage in compliance with these restrictions is built. The use of side or rear entry garages is encouraged wherever possible.

(vi) Driveway Construction. All residential dwellings shall have a paved driveway, asphalt composition to match the abutting roadway or a concrete finish construction which shall be at least as wide as the garage door width. The exact configuration of the driveway and permitted finish shall be approved by the Developer.

(vii) Games and Play Structures. All basketball backboards, play structures, platforms, doghouses, tennis courts, playhouse or structures of a similiar kind or nature shall be located at the rear of the residential dwelling, or on the inside portion of a corner Harbor Lot within the building restriction lines and shall be constructed so as to not adversely affect the adjacent Harbor Lots or the use thereof. Such structures shall not be raised above the ground in such a manner as to result in the violation of the privacy of the adjacent Harbor Lot Owners. Any such structure must have prior approval of the Developer. All such structures shall be painted or otherwise finished in a manner similar to the Dwelling.

(viii) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Developer. The Developer shall require the composition of any fence or wall to be consistent with material used in the surrounding residential dwellings and other fences, if any. If an Owner owns a pet as permitted under the Declaration, such Owner shall be required either to erect and maintain a fenced rear yard or to construct and maintain another Developer approved method for keeping and maintaining such permitted pets. Any fence, wall, hedge or other similar structure or improvement must be included in the plans and specifications submitted for review with respect to location, height, and type of material and must be approved by the Developer.

(ix) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the Developer prior to initial construction and development thereon. The plan shall specify the number and types of plant material or species included as well as a list of any other materials to be used. The plan shall include one hundred percent (100%) coverage of either plant material in cypress mulch bed or continuous St. Augustine or Floratam sand base sod. No sprigging shall be permitted. The plan shall also include one hundred percent (100%) irrigation coverage for the Lot. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Harbor Lot unless approved by the Developer.

(x) Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Harbor Lot shall be subject to the requirements of the Developer, which include, but are not limited to the following:

Composition is to be of material thoroughly tested and accepted by the industry for such construction;

The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the residential dwelling unless approved by the Developer.

No screening of pool areas may stand beyond a line extended and aligned with the side walls of the residential dwelling unless approved by the Developer.

Pool screening may not be visible from the street in front of the residential dwelling unless approved by the Developer.

Any lighting of a pool or other recreation area shall be designed so as to be buffered from the surrounding residential dwellings.

Tennis court lighting shall not be permitted.

If one Owner elects to purchase two (2) adjoining Harbor Lots and use one for recreation purposes, the Harbor Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the Developer.

(xi) Garbage and Trash Containers. No Harbor Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within a screened enclosure constructed with each residential dwelling in a location approved by the Developer. All Harbor Lots shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the Developer or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the Developer or the Association thereby, which expenses shall constitute a lien against the Harbor Lot enforceable in appropriate court of equity or law.

(xii) Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used or occupied on any Harbor Lot at any time as a residential dwelling either temporarily or permanently.

(xiii) Removal of Trees. In reviewing building plans, the Developer shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the Developer, which approval may be given when such removal is necessary for the construction of a residential dwelling or other improvement.

(xiv) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

(xv) Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television shall be run underground from the proper connecting points to the residential dwelling in such a manner to be acceptable to the governing utility authority. Approval of water to air heat pumps will not be considered unless excess water can be dispelled directly into a storm water drainage structure.

(xvi) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the Developer as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to residential dwellings, each Owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

(xvii) Well Limitation. Any wells to be installed and constructed on any portion of the Property shall be approved by the Developer and shall be in strict compliance with any regulations of the applicable utility company.

(xviii) Harbor Lot Size. No Harbor Lot which has been improved by the construction of a residential dwelling shall be further subdivided or separated into smaller lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments and thus shall not prohibit the division of Lots by the Owners of adjacent Lots, provided that no residential dwelling may be constructed solely on a Lot which is smaller than the smallest Lot on the plat. The Declarant shall have the right to modify the subdivision plats of the Property provided that all Owners of the affected Harbor Lots consent to such modification, which consent shall not be unreasonably withheld. The Declarant, without the consent of any Owners, may modify a Harbor Lot(s) it owns for the purpose of creating a street or right of way and the restrictions as to use contained herein shall not be applicable to such Lot(s). An Owner may purchase more than one Harbor Lot and use such Harbor Lot for residential or recreational purposes as elsewhere provided herein. Any such combination or subdivision of Harbor Lots must done with the consent of Developer.

(xix) Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Harbor Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line.

(xx) Building Chimneys. All buildings shall have a chimney design and detail sketch with a surround shroud as is consistent with the standards established by the Developer.

(xxi) Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner of a Harbor Lot; provided, however, the Developer shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interest of the Property and the deviation requested is compatible with the character of the Property. A waiver shall be evidenced by an instrument signed and executed by the Developer.

(xxii) Assignment of Developer Review Rights. The Developer has the right to assign at such time and in such manner as it may deem advisable to the Camachee Island Owners Association, Inc. ("Master Association") or an architectural review committee appointed by the Master Association or under the Use and Access Agreement in paragraph 2(c)(v) and thereafter the architectural review of the improvements on the Harbor Lots shall be performed by such Association. Provided, however, until such time as the Developer assigns such review rights, the architectural review of the improvements of the Harbor Lots shall be performed solely by the Developer.

(c) Easements.

(i) Utility and Dredge Easements. The Developer hereby reserves the right to grant perpetual nonexclusive easements for the benefit of Developer or its designees, upon, across, over, through and under any portion of the Harbor Lot(s) for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and service systems, public and private and such maintenance dredging of the marina area or channel as may be desired. Developer, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Developer's right to grant such easements, the Association shall have the right to grant the easements described herein.

(ii) Developer's Easement of Correct Drainage. Developer hereby reserves the blanket easement on, over and under the ground within the Harbor Lots to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Subject to the foregoing described rights which the Developer has reserved, it is hereby specifically recognized and declared that in connection with the stormwater discharge facility constructed and operated on the Property, the Association has the power and obligation to operate and maintain such stormwater management system and stormwater discharge facility as is approved by the Department of Environmental Regulation, the U. S. Army Corps of Engineers and the St. Johns River Water Management District as may be applicable.

(iii) Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Harbor Lot upon the Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Harbor Lot or residential dwelling constructed thereupon, which exclusive easement shall exist at all times during the continuance of such encroachment, and which easement shall be appurtenant to the encroaching Harbor Lot or improvements thereon to the extent of such encroachment.

(iv) Easement for Encroachment. Each Lot is hereby made subject to an easement for encroachment of not more than eighteen inches by the eaves and other similar projections of dwellings on the adjacent Lot. Each Lot shall also be subject to an easement for encroachment created by construction, settling, and overhangs. A valid easement for the described encroachments and for the maintenance of same shall and does exist for so long as such encroachment exists.

The Owner of the burdened Lot hereby grants to the Owner of the Lot benefited by the encroachment a perpetual non-exclusive easement for all appurtenant air rights, drainage rights and right of access for maintenance as may be necessary and convenient to repair, restore and maintain the portion of the dwelling encroaching upon the Lot. Provided, however, the Owner of the benefited Lot shall exercise such rights so as to minimize any disturbance to the burdened Lot and in the event that the exercise of any of the rights contained herein results in any damage to the burdened Lot or the improvements thereon, the Owner exercising his rights shall repair or restore the damage at his cost and expense.

In the event that a dwelling is partially or totally destroyed, and then rebuilt, the Owners of the Lot upon which there was an encroachment agree that the encroachments as previously existing by adjacent dwellings shall be permitted and a

valid easement for any such encroachment and the maintenance thereof shall exist.

(v) Declaration of Easements and Use and Maintenance Agreement. Pursuant to the terms of the Declaration of Easements and Use and Maintenance Agreement recorded in Official Records Book 559, Page 388 of the public records of St. Johns County, Florida ("Use and Access Agreement") certain Owners of units and lots in the Camachee Island Community have the right of non-exclusive ingress and egress upon the Harbor Walkway located adjacent to some of the Harbor Lots which is shared by the Owners of Harbor Lots. The use of such Harbor Lots adjacent to the Harbor Walkway may be further restricted pursuant to the terms of the Use and Access Guide.

(vi) Water and Sewer Easement. Camachee Cove Yacht Harbor, Inc. or its successors or assigns ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide potable water for use within the structures to be built, and no potable water shall be used within the improvements except potable water which is obtained from the Utility Company. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by the Utility Company. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The Utility Company is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under the Property for the purpose of ingrees, egress, installation and/or repair of water and sewage facilities as such easements are more fully depicted in the plat of the Property.

(vii) Release of Certain Easements. To the extent that any Owner purchases more than one Harbor Lot and constructs improvements over the lot boundary line, and there is reserved or depicted on the plat or elsewhere an easement for utilities or drainage, such easement shall be deemed waived and abandoned to the extent that only improvements are constructed over it.

(d) Maintenance and Reconstruction.

No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Harbor Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Harbor Lot. The Owner shall maintain the exterior of all residential dwellings and improvements on his Harbor Lot in good and workmanlike manner, and shall present a neat and clean appearance. Such maintenance shall include regular painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and any other exterior improvements. In the event that any Owner fails or refuses to keep his Harbor Lot free of weeds, underbrush, refuse, piles, debris or other unsightly growth or objects, or to keep the buildings or improvements on his Harbor Lot in a good and workmanlike manner, or in a neat and clean appearance, after written notice to Owner, the Developer or the Master Association may authorize its agents to enter upon the Harbor Lot and perform any necessary maintenance at the expense of the Owner and the cost thereof shall constitute a lien upon the Harbor Lot until paid in full. Such entry will not be deemed a trespass. During construction of a residential dwelling or other improvement, each Owner will be required to maintain his Harbor Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Harbor Lot.

(e) Damage to the Harbor Lots.

In the event of damage or destruction to any portion of the improvements on a Harbor Lot, the improvements shall be repaired or restored by the Owner. In the event that the damage or destruction renders the improvements uninhabitable or the damage is so substantial that the Owner determines not to rebuild the improvements on the Harbor Lot, the Owner shall clear the debris, have the Harbor Lot leveled within 60 days from the date of destruction or damage, and shall thereafter maintain the Lot in a clear and sanitary condition.

3. MISCELLANEOUS.

Except as modified, supplemented or amended herein all terms and conditions contained in the Declaration remain in full force and effect as to the Property subject to the Declaration including the Harbor Lots. The specific covenants contained in this Supplemental Declaration apply only to the Harbor Lots and shall not be construed to encumber or otherwise affect the other Property subject to the Declaration except as may specifically provided in a separate Supplemental Declaration.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

Witnesses:

CAMACHEE COVE YACHT HARBOR, INC.

By: Joseph S. Taylor
Its President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 14th day of September, 1988 by Joseph S. Taylor, the President of Camachee Cove Yacht Harbor, Inc., a Florida corporation on behalf of the corporation.

Randall L. Kane
Notary Public
State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 3, 1991

EXHIBIT A
TO
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

All the land contained within the plat of Camachee Island Harbor Lots pursuant to plat thereof recorded in Map Book 22, pages 12 - 16 of the public records of St. Johns County, Florida.

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

88 SEP 21 PM 3:16

Carl "Buck" Mantel
CLERK OF CIRCUIT COURT

O.R. 843 PG 0701

90 981

SUPPLEMENTAL DECLARATION
OF COVENANTS
OF
CAMACHEE ISLAND
(Tract A)

PREPARED BY AND RETURN
LINDA CONNOR KANE, Attorney
2600 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

THIS SUPPLEMENTAL DECLARATION is made this 41 day of March, 1990 by QUARTEL CORPORATION, formerly known as Camachee Cove Yacht Harbor, Inc., a Florida corporation ("Developer").

RECITALS

A. Camachee Island Villas Partnership subjected certain land to the Declaration of Covenants of Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida ("Declaration").

B. Pursuant to the terms of Article II of the Declaration, Developer or its assignee has the right to annex additional property to the terms and conditions of the Declaration.

C. Pursuant to that certain Agreement dated November 15, 1983 by and between Camachee Island Villas Partnership and Camachee Cove Yacht Harbor, Inc., recorded in Official Records Book 690, page 1286 of the public records of St. Johns County, Florida, Camachee Island Villas Partnership assigned all its rights as Developer of Camachee Island Villas to Camachee Cove Yacht Harbor, Inc.

D. Developer intends to convey to the Camachee Island Owners Association certain roadway which has been constructed and which is intended to be a part of the common roads as provided in the Declaration. The Developer desires to annex the roadway more fully described herein to the covenants, conditions, restrictions and easements of the Declaration.

NOW THEREFORE, in consideration of the premises, Developer hereby declares as follows:

The land more fully described as Tract A, Camachee Island Homesites, according to plat thereof recorded in Map Book 24, pages 1 - 5 of the public records of St. Johns County, Florida is hereby deemed to constitute Property under the Declaration and as such Tract A shall be held, sold, conveyed, transferred subject to the easements, restrictions, covenants and conditions of the Declaration which are for the purpose of protecting the value and desirability of and shall run with the ownership of Tract A and be binding upon all parties having any right, title or interest in Tract A or any part thereof, their heirs, successors and assigns.

Except as supplemented herein, all terms and conditions contained in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

QUARTEL CORPORATION
formerly known as Camachee
Cove Yacht Harbor, Inc.
By: Thomas H. Hight
Its President

(Corporate Seal)

U.S. 843 PG 0702

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
day of January, 1990 by Thomas H. Taylor the
President of Quartel Corporation, a Florida corporation,
formerly known as Camachee Cove Yacht Harbor, Inc., a Florida
corporation, on behalf of the corporation.

Thomas H. Taylor
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 3, 1991

SO JAN 12 PM 2:31
CLERK OF DISTRICT COURT

January 23, 1995

Prepared by and Return to
Linda Connor Kauc
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Michael W. Kauc

**DECLARATION OF WITHDRAWAL
FROM
DECLARATION OF COVENANTS
FOR
CAMACHEE ISLAND**

Recorded in Public Records St. Johns County, FL
Clerk # 95002512 O.R. 1093 PG 79 12:06PM 01-27-95
Recording 13.00 Surcharge 2.00

3 REC.
13+7

THIS DECLARATION OF WITHDRAWAL is made this 11th day of January, 1995, by **EAGLE LAKE OF NORTH CAROLINA, INC.**, a Florida corporation ("Developer") joined in and consented to by **QUARTEL CORPORATION**, a Florida corporation ("Owner").

RECITALS

A. Camachee Island Villas Partnership subjected certain lands to the Declaration of Covenants for Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida, as such has been amended and supplemented from time to time ("Declaration").

B. Camachee Island Villas Partnership assigned its rights as Developer under the Declaration to Camachee Cove Yacht Harbor, Inc. pursuant to that certain Agreement recorded in Official Records Book 690, page 1286 of the public records of St. Johns County, Florida, and Camachee Cove Yacht Harbor, Inc. further assigned its rights as Developer to Eagle Lake of North Carolina, Inc. pursuant to that certain Assignment recorded in Official Records Book 1048, page 1518 of the public records of St. Johns County, Florida.

C. Owner is the owner of Lots 1 and 2, Camachee Island Harbor Lots, according to plat thereof recorded in Map Book 22, pages 13 - 16 of the public records of St. Johns County, Florida, ("Withdrawn Property").

D. The Withdrawn Property is used for a parking facility for the benefit of all owners, tenants, occupants, customers and invitees of persons or entities owning land within the residential and commercial areas of community commonly referred to as "Camachee Island". The Withdrawn Property was originally intended to be used as single family residential lots; the Owner has obtained a modification of the Planned Unit Development Ordinance No. 8145 to permit the usage of the Withdrawn Property for a parking lot facility.

E. Pursuant to the terms and conditions of Section 2(b) of Article II of the Declaration, the Developer shall have the right, at any time and from time to time to withdraw any Property from the scheme of the Declaration, provided that (i) no Property may be withdrawn if the effect of such withdrawal shall be to completely sever the lands remaining subject to the Declaration, and (ii) the owner of the Property to be withdrawn shall consent in writing to such withdrawal.

F. The Developer has determined that the withdrawal of the Withdrawn Property will not sever any Property subject to the Declaration and the Owner of the Withdrawn Property executes this instrument to evidence its consent.

NOW, THEREFORE, in consideration of the premises, Developer hereby declares as follows:

1. All the declarations set forth in the recitals are true and correct.
2. Developer, joined by Owner, hereby withdraws the Withdrawn Property from the terms and conditions of the Declaration and declares that the Withdrawn Property may be held, occupied, encumbered, conveyed or transferred free and clear of the terms, conditions, easements, covenants as set forth in the Declaration.
3. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered
in the presence of:

EAGLE LAKE OF NORTH CAROLINA, INC.

Joseph S Taylor
Print Name JOSEPH S. TAYLOR

BY: Thomas H. Taylor
Print Name THOMAS H. TAYLOR
Its President

Wm G Young
Print Name William G. Young

[Corporate Seal]

whose address is:
3070 Harbor Drive
St. Augustine, Florida 32084

QUARTEL CORPORATION

Joseph S Taylor
 Print Name JOSEPH S. TAYLOR

BY: Thomas H. Taylor
 Print Name THOMAS H. TAYLOR
 Its President

W.G. Young
 Print Name William G. Young

[Corporate Seal]

whose address is:
 3070 Harbor Drive
 St. Augustine, Florida 32084

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of January, 1995, by Thomas H. Taylor, the President President of Eagle Lake of North Carolina, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Shelly A. Ledford
 Notary Public, State of Florida

Shelly A. Ledford
 Print Name
 My commission expires: December 13, 1997
 My commission number: _____

Notarial Seal

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of January, 1995, by Thomas H. Taylor, the President President of Quartel Corporation, a Florida corporation on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Shelly A. Ledford
 Notary Public, State of Florida

Shelly A. Ledford
 Print Name
 My commission expires: December 13, 1997
 My commission number: _____

Notarial Seal

Corporate Warranty Deed

This Indenture, made this 20th day of January
A.D. 19 95 . Between
W.R. HOWELL COMPANY

whose post office address is:
P.O. BOX 60, ORTEGA STATION
JACKSONVILLE, FLORIDA 32210

a corporation existing under the laws of the
State of FLORIDA , Grantor and
ANTHONY J. MARCIANO, III, A SINGLE PERSON
AND SHANNON E. DWYER, A SINGLE PERSON,
AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP

whose post office address is: 161 AZALEA POINT DRIVE SOUTH
PONTE VEDRA BEACH, FLORIDA 32082

Grantees' SSN: 040-93-0031

135-103-2854

Grantee.

Witnesseth, that the said Grantor, for and in consideration of the sum of (Ten & NO/100)
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:
LOT 61, AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D,
ACCORDING TO MAP THEREOF AS RECORDED IN MAP BOOK 26, PAGES 100,
101, 102, 103 AND 104, OF THE PUBLIC RECORDS OF ST. JOHNS
COUNTY, FLORIDA

Recorded in Public Records St. Johns County, FL
Clerk # 95002513 O.R. 1093 PG 82 12:07PM 01-27-95
Recording 5.00 Surcharge 1.00 Doc Stamp 1,469.30

Subject to covenants, restrictions and easements of record, if any.
Subject also to taxes for 1995 and subsequent years.

Parcel Identification Number: 066903-0610

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.

W.R. HOWELL COMPANY

Signed and Sealed in Our Presence:

By: William R. Howell, II
WILLIAM R. HOWELL, II
Its PRESIDENT

Alan B. Almand
Name: Alan B. Almand

Bruce R. Lingert
Name: Bruce R. Lingert

State of FLORIDA
County of DUVAL

(Corporate Seal)

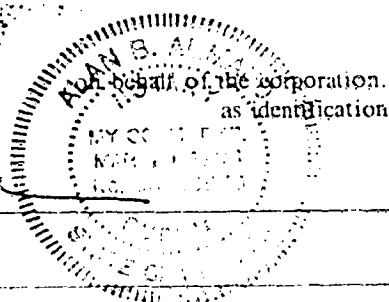
The foregoing instrument was acknowledged before me this 20th day of January , 19 95 , by
WILLIAM R. HOWELL, II
of W.R. HOWELL COMPANY

a corporation existing under the laws of the State of
He/She is personally known to me or has produced
and take an oath.

FLORIDA

PREPARED BY:
NEWTON, HURST & ALMAND
10192 SAN JOSE BLVD.
JACKSONVILLE, FLORIDA 32257
File No: 95-0034

Print Name:
Notary Public
My Commission Expires:



CAMACHEE ISLAND OWNERS' ASSOCIATION, INC.

362 1312
PC 462
This instrument is made this 6th day of March, 1995 by Camachee Island Owners Association, Inc.

AMENDMENTS TO THE ARTICLES OF INCORPORATION

The purposes of these amendments are:

- (1) To recognize that the originally stated purpose of this Association is "to promote the health, safety, and social welfare of the owners of property, described as owners of residential dwelling units within the property." The preservation of residential property values is implicit in this purpose.
- (2) To recognize the elimination of the "Class B Membership," which had included the Developer's interests and rights in the Camachee Island Owners' Association, Inc.. Such termination occurred prior to March 31, 1991, pursuant to the Articles of Incorporation. Accordingly, the amendments transfer to the Membership the decision-making power and control of those matters governed by the Articles of Incorporation.
- (3) To define Membership in the Camachee Island Owners' Association, Inc.
- (4) To affirm that the function of the Board of Directors is to be responsive to the Membership and to carry out its will.

The Articles of Incorporation of Camachee Island Owners' Association, Inc., as originally adopted June 15, 1982 and as filed for record June 22, 1982 in Official Records 559, pages 419 through 427, are hereby modified and amended as hereinafter stated, and as approved at a duly constituted meeting of the Board of Directors of Camachee Island Owners' Association, Inc. held March 5, 1995:

Removal of Classification of Class B Members: As the Class B Membership has been terminated pursuant to Article V, paragraph (b), all references to Class B Membership in the Articles of Incorporation shall be and are hereby eliminated, and hereafter there shall be only one class of Member (formerly called the Class A Member). Members shall be all of the owners of residential dwelling units and residential lots as evidenced by a recorded title for those residential units located in Camachee Island I Condominium Association, Harbour Pointe Condominium Association, and Harbor Lots.

Article VI, Board of Directors, is hereby modified by removing the sentence "The Directors may, but need not be members of the Association, ..." The following sentence shall be substituted in place of this removed sentence. "The Directors shall be members of the Association and need not be residents of the State of Florida. "

Articles of Incorporation

Article IX, Bylaws, is hereby repealed in its entirety and the following Article IX is adopted:

**ARTICLE IX
BYLAWS**

The membership shall adopt Bylaws consistent with these Articles, as amended, which hereafter require a majority vote of not less than fifty-one (51) percent of the total voting power of the membership of the Association.

Article X, Amendments to Articles of Incorporation, is hereby repealed and the following amendment X shall be substituted in lieu thereof:

**ARTICLE X
AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles may be altered, amended, or repealed only by the affirmative majority vote of not less than sixty-six and two thirds (66 and 2/3) percent of the total voting power of the Membership of Camachee Island Owners' Association, Inc. at a regular meeting of the Association or at a special meeting duly called for such purposes.

Unless otherwise amended, repealed, or modified as herein set forth, all terms, conditions, duties, obligations, and responsibilities contained in the Articles of Incorporation remain in full force in effect.

IN WITNESS WHEREOF Camachee Island Owners' Association, Inc. set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Herbert Edwards
Dorothy Edwards
James H. Fine
Herbert Edwards
James H. Fine

Camachee Island Owners' Association, Inc.

By: *[Signature]*
Its Vice President

and

By: *Margaret Domini*
Its Secretary

(Corporate Seal)

Amendments to the Articles of Incorporation
Camachee Island Owners' Association, Inc.

Page 3

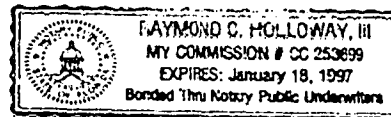
State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me, this 6th day of March, 1995, by Ronald T. Fredette, the Vice President, and Margaret Donina, the Secretary, of Camachee Island Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation.


Notary Public

My commission expires

(SEAL)



September 18, 1995

Prepared by and Return to
Linda Connor Kane, Esquire
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SUPPLEMENTAL DECLARATION OF
COVENANTS
FOR
CAMACHEE ISLAND**

Recorded in Public Records St. Johns County, FL
Clerk# 95029049 O.R. 11st PG 111 10:46AM 09/27/95
Recording \$13.00 Surcharge \$2.00

THIS SUPPLEMENTAL DECLARATION is made this 28th day of September 1995
by EAGLE LAKE OF NORTH CAROLINA, INC., a Florida corporation.

RECITALS

A. Camachee Island Villas Partnership ("Partnership") subjected certain lands owned by it to the Declaration of Covenants for Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida ("Declaration"). Pursuant to Section 2 of the Declaration, the Developer has the right to bring, within the scheme of the Declaration, additional properties.

B. Pursuant to that certain Agreement recorded in Official Records Book 690, page 1286 of the public records of St. Johns County, Florida, Partnership assigned its rights under the Declaration to Camachee Cove Yacht Harbor, Inc. Pursuant to those certain Articles of Amendment recorded in Official Records Book 843, page 655 in the public records of St. Johns County, Florida, Camachee Cove Yacht Harbor, Inc. changed its corporate name to Quartel Corporation. Further, pursuant to that certain Assignment recorded in Official Records Book 1048, page 1518 of the public records of St. Johns County, Florida, Quartel Corporation assigned its rights under the Declaration to EAGLE LAKE OF NORTH CAROLINA, INC. ("Developer").

C. Developer, as the owner of certain lands which are a part of the Camachee Island PUD which are more fully described as

Lots 18, 19 and 20, CAMACHEE ISLAND HOMESITES,
according to plat thereof recorded in Map Book 24, pages 1 - 5 of
the public records of St. Johns County, Florida ("Additional
Property").

15.00

D. Pursuant to the terms of Section 2(d) of Article II of the Declaration, the addition of Property to the Declaration is to be made by filing in the public records of St. Johns County, Florida, a supplementary declaration, which supplementary declaration may contain such additions or modifications of the provisions of the Declaration as maybe applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property.

E. Pursuant to that certain Supplemental Declaration of Covenants for Harbor Lots at Camachee Island recorded in Official Records Book 796, page 624 of the public records of St. Johns County, Florida ("Harbor Lots Supplemental Declaration"), the Developer provided for additional covenants, restrictions and easements governing lots known as "Harbor Lots".

F. Developer has determined that the Additional Property should be developed as "Harbor Lots" and in a manner which is consistent with the Harbor Lots Supplemental Declaration.

G. Developer desires to bring such Additional Property within the scheme of the Declaration and Harbor Lots Supplemental Declaration on the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises Developer hereby subjects the Additional Property to the terms and conditions of the Declaration and the Harbor Lots Supplemental Declaration and declares that the Additional Property is hereby deemed to constitute Property as defined under the Declaration and as Harbor Lots as defined under the Harbor Lots as defined under the Harbor Lots Supplemental Declaration and as such, shall be held, sold, conveyed and transferred subject to the easements, restrictions, covenants and conditions of the Declaration and Harbor Lots Supplemental Declaration, all of the value and desirability of, and shall run with, the Additional Property and shall be binding upon all parties having any right, title or interest in the Additional Property or any part hereof, their heirs, successors and assigns.

Except as supplemented herein, all terms and conditions contained in the Declaration and Harbor Lots Supplemental Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Signed, sealed and delivered
INC.

EAGLE LAKE OF NORTH CAROLINA,

in the presence of:

[Signature]
Print Name _____

BY:

Joseph S Taylor
Print Name JOSEPH S. TAYLOR

Its V.P.

[Signature]
Print Name _____

[Corporate seal]

whose address is
3070 Harbor Drive
St. Augustine, Florida 32084

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 1995,
by _____, the _____ President of Eagle Lake of North
Carolina, Inc., a Florida corporation, on behalf of the corporation, who is personally known to
me or who produced _____ as identification.

[Signature]
Print Name _____
Notary Public, State of Florida
My commission expires:

(Notarial Seal)

THIS DOCUMENT PREPARED BY:
FRANK D. UPCHURCH, JR.
UPCHURCH, BAILEY AND UPCHURCH, P.A.
POST OFFICE DRAWER 3007
ST. AUGUSTINE, FL 32085
(904) 829-9066

BYLAWS **OF** **CAMACHEE ISLAND OWNERS ASSOCIATION**

As amended March 26, 1996

ARTICLE I

DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants for Camachee Island (the "Declaration") recorded or to be recorded in the public records of St. Johns County, Florida, shall be used herein with the same meanings as therein defined.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at Camachee Island, SR A1A, St. Augustine, Florida, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

VOTING RIGHTS AND ASSESSMENTS

1. Each member shall have one vote for each residential unit or lot owned by said member, provided that such member shall have paid in full Association dues and assessments applicable to his residential unit or lot.
2. Assessments and installments thereon not paid when due shall earn interest from the date when due until paid at such lawful rate as may be established by the Board of Directors, and shall result in the suspension of voting privileges during the period of such non-payment.

ARTICLE IV

BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director shall be filled by the remaining Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor and until his successor shall have been elected and qualified.

Recorded in Public Records St. Johns County, FL
Clerk# 96014974 O.R. 1169 PG 1121 01:03PM 05/02/96
Recording \$41.00 Surcharge \$5.50

3. The Board of Directors shall constitute five elected members unless a Director after election shall be ineligible because of resignation, death or disability. In such event, the Board will appoint a replacement Director for the unexpired term of such ineligible Director as soon as practical.

ARTICLE V

ELECTION OF DIRECTORS

1. Any member of the CIOA Master Association shall be eligible to serve on the Board of Directors, unless he is delinquent in payment of dues or assessments.

2. The Board shall appoint a Nominating Committee of three consisting of the Board Secretary and two other members. The function of the Nominating Committee shall be limited to assisting the Board in finding candidates, and administering this process. The Nominating Committee shall have no power to determine the fitness of any candidate to run for the Board, other than to verify that said candidate is in fact a member and is not delinquent in payment of dues or assessments.

3. During the first ten days of each new year, the Board of Directors shall cause to be sent to each member a letter soliciting candidates to run for the Board in that year's election. This letter shall contain the date and place of the annual meeting of the membership, as set by the Board.

This letter shall request any member who wishes to be a candidate to submit his or her name in writing along with any comments and background information the candidate desires, to the Secretary of the Board.

4. Candidates shall submit their names prior to February 15 of every year.

5. The Secretary of the Board shall cause ballots to be prepared listing the names of all candidates certified as eligible by the Nominating Committee as outlined in Section 2 of this article. These ballots shall be sent, along with any written material submitted by the candidate to all members on or before February 28.

6. Along with the ballots, a small envelope shall be sent, with instructions that ballots shall be marked and placed in the sealed unmarked return envelope. The ballot envelope shall be returned in a larger envelope, which the voter shall mark with his name and return address, and which shall be mailed to the professional management company then employed by the Board. In the event no such company shall then be employed, the returns shall be designated by the Board.

The ballot envelope may also be given to the professional manager just prior to the beginning of the Annual meeting of the members.

The ballot must be received by the professional manager by mail or in person before the start of the Annual Meeting to be valid.

7. At the start of the Annual Meeting the professional manager shall retire to another room, take all the sealed ballots, ensure that each member shall have cast no more than one vote, open and count said ballots, and announce the results to the membership as soon as possible.

This procedure may be dispensed with if there are no more than five candidates.

8. The five candidates receiving the highest number of votes shall be elected.

9. The new Board of Directors shall assume their offices as of the end of the Annual Meeting of Membership at which they were elected

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have the power:

(a) To call meetings of the Members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Members.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of the Common area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize or cause the Association to enter into contracts for the day-to-day operation and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested or delegated to this Association, except those reserved to Members in the Declaration of Covenants for Camachee Island or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(i) To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period.

(ii) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and

(iii) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

3. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs, and to send minutes of all Board Meetings to all members within a reasonable time after such meetings.

ARTICLE VII

DIRECTORS AND MEETINGS

1. The annual meeting of the Board of Directors shall be held within one week after the conclusion of the annual meeting of members. Regular meetings of the Board of Directors shall be held at such time and place as determined by the Board.

2. All regular meetings of the Board of Directors shall be held when called by any officer or any two Directors after not less than 48 hours' notice to each Director.

3. Notice of all regular meetings of the Board of Directors shall be posted in appropriate places within the residential area not less than 48 hours before such meeting.

4. Emergency meetings - Any officer may call, in the event of an emergency, a special meeting of Directors for the sole purpose of dealing with the emergency requiring such meeting. Minutes of such meetings shall be kept and distributed in the same manner as regular meetings. The transaction of any emergency business held at such special meeting shall be valid until the next regular meeting of the Directors, where it shall be confirmed, or rejected, by the Board at such regular meeting. Directors may be present at special meetings in person or by telephone. No prior notice as provided in paragraph 3 above shall be necessary.

5. Quorum - a quorum of Directors shall be a majority of Directors at regular meetings, or two Directors at special meetings.

6. All Board of Directors meetings, regular or special, shall be open to members of the Association. Participation by members of the Association is encouraged, but the Director chairing the meeting must ensure that the meeting agenda is followed and regular business transacted.

ARTICLE VIII

OFFICERS

1. The officers shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as the President may, with the approval of the Board of Directors, require. The President and Vice President(s) shall be members of the Board of Directors, elected from among the Board at the annual meeting of the Board of Directors.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President (or his designated Vice President) shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out and sign or cause to be signed in his name all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. The Secretary shall keep the records of the Association. The Secretary shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual budget and an annual balance sheet statement to be prepared at the completion of each fiscal year and the budget and balance sheet statement shall be kept open for inspection upon reasonable request of a Member.

10. The salaries, if any of the officers and assistant officers of the Association, shall be set by the Board of Directors.

ARTICLE IX

COMMITTEES

1. The Standing Committees of the Association shall be:

- (a) The Architectural Control Committee
- (b) The Maintenance Committee
- (c) The Liaison Committee
- (d) The Communications Committee
- (e) The Nomination Committee
- (f) The Bylaws and Legal Committee

and such other committees as may be established by the President, with the approval of the Board of Directors.

2. (a) The Architectural Control Committee shall have the responsibility to require submission of two complete sets of all plans and specifications for any improvement or structure upon any portion of the Property and which requires approval by the ACC under the terms of the Declaration of Covenants, Article VII, and Declaration of Easement and Use and Maintenance Agreement, Article R. The submission shall be signed by the owner thereof and contract vendee, if any, together with written approval for such improvements by any architectural review board of the property owners association for the area in which the property is located. The ACC shall also require submission of samples of building materials proposed for use on any portion of the property, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement.

(b) To approve or disapprove improvements or structures of any kind located upon the Property as provided in the Declaration. Any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive, subject to the approval required under the terms of the Use & Maintenance Agreement.

(c) To establish uniform procedures for the review of the applications submitted to it. These procedures shall provide (i) the time and place of meetings of the ACC; (ii) the submission and review procedure; and (iii) the review costs and fees, if any, to be paid by the applicant to the Association. Any compensation to ACC members shall be fixed initially by the Board of Directors and adjusted annually with all such payments payable from Association funds. Approval or disapproval of applications to the ACC shall be given to the applicant in writing within sixty (60) days of receipt thereof by the Committee in full accordance with the procedures adopted by it; in the event that the approval or disapproval is not forthcoming within sixty (60) days, unless an extension is

agreed to by the applicant, the application shall be deemed approved; provided that any construction shall be in accordance with the submitted plans. In the event of a dispute as to the authority of the ACC to approve or disapprove any improvements, the judgement of the Board of Directors as to such powers shall be conclusive. Approval of any application by the ACC shall not constitute a basis for any liability of the members of the ACC, the Developer, or the Association as regards: (i) codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

3. The Maintenance Committee shall consist of a Chairman and the following sub-committee members:

Pool Chairman
Landscaping Chairman
Security, Roads and Parking Chairman

Each committee chairman shall appoint such members or non-members to his committee as he shall deem appropriate. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property, and to the performance of all functions within each sub committee's responsibility.

4. The Liaison Committee shall consist of two or more members of the Association, one of whom must be a member of the Board of Directors, whose function shall be to establish and maintain regular, two way communication with the Harbor and commercial owners on all matters in which CIOA interests and those of the Harbor and Commercial owners overlap and/or inter-relate. This committee sees to the cooperation with and coordination among the parties, and reports to the Board of Directors on any proposed action prior to their approval of such action. The non-board member of this committee shall be encouraged to attend Board meetings to keep current on all topics.

5. The Communications Committee shall develop and maintain an Owners Handbook, and see that all new owners are welcomed and informed of all Association regulations, procedures and availability of services.

This committee shall also, under the direction of the President, publish a newsletter from time to time containing current subject matter of interest to the Association.

6. The Nominating Committee shall have such responsibilities as set forth in Article V, Section 2 of these Bylaws

7. The Bylaws and Legal Committee shall have the responsibility to recommend changes in Bylaws and other regulations and documents, and, upon approval of the Board, to prepare such changes for the approval of the membership. This committee shall deal with any legal matters affecting the association, including coordination with hired counsel, if any.

ARTICLE X

MEETINGS OF MEMBERS

1. The regular annual meeting of the members of the Association shall be held each year prior to the end of March of that year; at such place, date and time as shall be determined by the Board of Directors.

2. The agenda for such Annual Meeting, containing information on any matter requiring a vote of the membership at such meeting, shall be mailed to the membership, along with the ballots for election of directors, and proxies for the members who do not plan to be present, on or before the 28th of February.

3. At all corporate meetings of members, each member may vote in person or by limited proxy. A general proxy may be used to establish a quorum. All proxies shall be in writing and filed with the Secretary. No proxies shall extend beyond a period of ninety (90) days after the date of the meeting for which it was given, and every proxy shall automatically cease upon sale by the member of his interest in the Property.

4. A quorum at any meeting of the membership is established by 51% of the membership present in person or by proxy.

5. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer or by any two or more members of the Board of Directors or upon written request of the Members who have a right to vote one-fourth of all the votes of the entire membership.

6. Notice of a special meeting or the annual meeting may be given to Members either personally or by sending a copy of the notice through the mail postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary and notices of such meetings shall be mailed to him at such address. Notice of any special meeting shall be mailed at least thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

7. Upon the receipt of written notice from 25% or more of the members (prior to the date set for mailing the annual agenda) requesting the Board of Directors to place a matter on the annual agenda for a vote of the membership, the Board of Directors is required so to act.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

ARTICLE XII

SEAL

The Association shall have a seal in circular form having within its circumference the words: Camachee Island Owners Association, Inc., corporation not for profit 1982, Florida.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XIV

AMENDMENTS

These Bylaws may be altered amended or repealed only by the affirmative majority vote of not less than fifty-one (51%) percent of the total voting membership of the Association at a regular meeting of the Association or a special meeting duly called for such purpose.

No amendment to these Bylaws shall be valid unless the proposed amendment shall have been submitted in writing, along with the reason for such changes to the membership no less than 25 days prior to the date of the meeting at which the amendment will be submitted for a vote.

The foregoing were adopted as the the Bylaws of Camachee Island Owners' Association, a corporation not for profit under the laws of the State of Florida, on March 26, 1996, and supercede and replace all previously dated Bylaws or amendments to Bylaws.

The foregoing Bylaws of Camachee Island Owners Association, Inc. as amended were adopted at a meeting of the members held March 26, 1996.

Executed this 9th day of April, 1996 by



Frank D. Upchurch, Jr., President

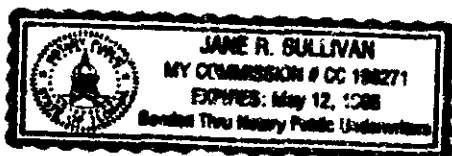

Wendy Tyson, Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Frank D. Upchurch, Jr., as President of Camachee Island Owners Association, Inc., who being first duly sworn, acknowledges before me that he executed said bylaws and that they are true and correct.

SWORN TO and SUBSCRIBED before me this 15th day of April, 1996.


Notary Public, State of Florida



Public Records of
St. Johns County, FL
Clerk# 99009963
O.R. 1390 PG 1302
11:05AM 03/03/1999
REC \$65.00 SUR \$8.50

Due to insufficient area being provided, this paper is acting as a lead page to the actual document being recorded in order to provide public records information.

DECLARATION OF COVENANTS 081390P61303
FOR
CAMACHEE ISLAND

THIS DECLARATION is made this 24 day of September, A.D., 1982 by Camachee Island Villas Partnership, a Florida partnership, which declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

AMENDED AND RESTATED MARCH 18, 1997
Incorporating Supplemental Declarations of Covenants dated
October 14, 1986 as recorded ORB 721 pages 354-357
September 14, 1988 as recorded ORB 796 pages 624-632, and
January 4, 1990 as recorded ORB 843 pages 701-702.
Incorporating Exhibits
A dated 24 Sept 1982 recorded off. rec. 559 Page 418
D dated 24 Sept 1982 recorded off. rec. 559 Pages 435, 436
E dated 24 Sept 1982 recorded off. rec. 559 Page 437

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to Camachee Island Owners Association Inc., a Florida corporation not for profit, whose Charter as restated and amended March 26, 1996 as filed with the Secretary of State, Tallahassee, Fl. August 30, 1996 and By-Laws as amended March 26, 1996 recorded in Public Records St. Johns County, Fl. OR 1169 PG 1121 et. sec. and as the same may be subsequently restated or amended (formerly referred to as Exhibits B and C). This is the Declaration of Covenants for Camachee Island to which the Articles of Incorporation and By-Laws of the Association make reference.
- (b) "Camachee Island" shall mean and refer to that portion of the real property described in Planned Unit Development Ordinance issued by St. Johns County as the same may be amended from time to time, which constitutes the Property subject to this Declaration and/or other property which may be administered by the Association, from time to time.
- (c) "Common Area" or "Common Property" shall mean and refer to all real property owned or leased by the Association or easements conveyed to the Association for the common use and enjoyment of the Members, including but not limited to those granted under the provisions of the Use & Maintenance Agreement, as more particularly described on Exhibit D referred to above.
- (d) "Declaration" shall mean and refer to this Declaration of Covenants for Camachee Island, as recorded in the public records of St. Johns County as the same may be amended from time to time.
- (e) "Developer" shall mean and refer to Camachee Island Villas Partnership, its successors or assigns.
- (f) "Master Plan" shall mean and refer to the conceptual plan for the future development of Camachee Island as approved by Planned Unit Development Ordinance as adopted by St. Johns County, Florida, which land is described on Exhibit E referred to above as the same may be modified from time to time. All references to the Master Plan

shall be references to the latest revisions thereof.

- (g) "Members" shall mean and refer to the Members of the Association.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers).
- (i) "Property" or "Properties" shall mean and refer to that certain real property as described in Exhibit A attached and such additions thereto as may be made in accordance with the provision of this Declaration.
- (j) "Residential Dwelling Unit" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, condominium unit, or townhouse unit, title to which is vested in a Member of the Association. Improvements shall constitute a Residential Dwelling Unit at such time as construction of the improvements is sufficiently completed to be certified for occupancy by the applicable governmental authorities of St. Johns County, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications. Residential Dwelling Units shall specifically exclude any hotel or motel dwellings.
- (k) "Use & Maintenance Agreement" shall mean and refer to the Declaration of Easements, Use and Maintenance Agreement dated September 24, 1982 as recorded in Official Records Book 559 Page 388 of the public records of St. Johns County, Florida and subsequent amendments if any.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, referred to heretofore, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

(a) Additions. The members of the Association may annex additional lands to the Property upon the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purposes and upon obtaining any county or governmental approvals as may be required by law.

(b) Supplementary Declaration. The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may

contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

(c) Additional Declarations. The Property is also subject to the terms and provisions of the Use & Maintenance Agreement which provides for sharing of costs and expenses associated with properties shared in common between residential and commercial property owners within Camachee Island.

(d) Mergers Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title to Common Area. The Developer will convey or cause to be conveyed, prior to the conveyance of the first Residential Dwelling Unit to a Class A Member, the title to and/or easements over and upon roads and other Common Areas which are designated by Developer for the use or benefit of Owners of the Property in accordance with the Master Plan, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, for Developer and its invitees, licensees, successors and assigns, the Use & Maintenance Agreement and such other non-exclusive use rights as may be granted prior to such conveyance or reserved by Developer to be conveyed to future Members of the Association. Any roads and other areas which are for the primary use and benefit of only the Owners of a particular area of the Property may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of the Association (in accordance with its Articles and Bylaws) to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements and other matters referenced in Section 1 of this Article III, Article VIII and Article IX hereof.

(g) all provisions of the Use & Maintenance Agreement.

Section 3. Damage or Destruction of Common Areas by Owner. In the event any of the Common Area facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become part of the annual assessment (as hereinafter defined) payable by the responsible Owner.

ARTICLE IV

MAINTENANCE ASSOCIATION

Section 1. Camachee Island Owners Association, Inc. The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as Camachee Island Owners Association, Inc., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, membership and voting rights in the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Residential Dwelling Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association:

(1) any annual assessments or charges, (2) any special assessments for capital

improvements or major repair, and (3) exterior maintenance assessments (as set forth hereinafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys fees, shall be a charge on the land and shall be a continuing lien upon that portion of the Property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, those costs and expenses shared under the terms of the Use & Maintenance Agreement, the cost of road and lake maintenance, sewer plant operation and maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessment.

(a) The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the majority of the Board of Directors of the Association shall be dispositive.

Section 4. Rate of Assessments.

(a) The Owner of any assessable property which becomes subject to assessment during an assessment period, shall pay the amount attributable to such property for the prorated portion of the year remaining subsequent to such creation of assessment category.

(b) In the event of a merger or consolidation of any other associations with the Association, such additional property administered by the surviving association and subject to differing covenants and restrictions may pay an assessment calculated on a different basis than the assessments provided for in this Declaration or may pay an assessment amount greater to or lesser than that levied against similar Property as described herein. A change in basis or rate of the annual assessments against the property subject to this Declaration may be effectuated if approved by a vote of seventy-five (75%) percent of the votes of membership of the Association at a duly called meeting of the Association and by the approval of seventy-five (75%) percent of the votes cast at said meeting by the Members and Owners disproportionately affected by such change in basis.

Section 5. Date of Commencement of Annual Assessments: Dues Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any property owner's association in any area of the Property and/or with any condominium association which administers the affairs of a condominium located within the Property in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof, the Board may levy special assessments for the following purposes:

- (a) construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;
- (b) for additions to the Common Areas;
- (c) to provide for the necessary services and the facilities and equipment to offer the services authorized herein;
- (d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the consent of a majority of the votes of Members entitled to use of the Common Area or services affected if less than all, who are voting in person or by proxy at a meeting duly called for this purpose; provided however, a special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair or levied in accordance with the provisions of the Use & Maintenance Agreement shall be levied at the discretion of a majority of the Board of Directors. The proposition of each special assessment to be paid by the Owners of each category of Property affected shall be in proportion to the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect of Non-Payment of Assessment: The Lien: Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys fee to be fixed by the court together with the costs of the action

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; and (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the property or Members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final.

ARTICLE VI

SPECIAL SERVICES AND ADDITIONAL ASSESSMENTS

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is required to be performed and is actually performed by a property owners association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Maintenance Duties of Other Property Owners Associations. If for any reason any condominium, subdivision association or other property owners association responsible for administration of condominium properties, subdivision

properties or other portions of the Property, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable property in the first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association in such respect that the association has refused or failed to act, whether against all property maintained by such association or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association.

Section 3. Assessment of Cost. The cost of maintenance performed by the Association in Sections 1 and 2 above shall be assessed against the property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 4. Access at Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 5. Sewer Assessment. The costs and expenses of providing the private sewage treatment and collection facilities to certain Units within the Property may be assessed against the Residential Units to which such service is supplied by the Association in (i) the basis of a fraction the numerator of which is one (1) and the denominator of which is the total number of Residential Units serviced by the private system from time to time, or (ii) on the basis of actual Unit water usage if so charged to the Association. During the initial development period of Camachee Island, the sewage assessment charged against Residential Units serviced may be less than the permissible assessment; however, this shall not prohibit charging the maximum assessment at any time. This assessment shall not be considered part of the annual maintenance assessment or charge but shall be a special assessment and a lien against the Residential Unit and the personal obligation of the Owner(s) and shall be due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association.

ARTICLE VII

USE RESTRICTIONS

Section 1. Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Property, holders of mortgage liens on the Property and such other persons as the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the property with access to publicly dedicated rights of way as designated in the Use & Maintenance Agreement. The Association reserves and shall have the unrestricted and absolute right to

deny ingress to any person who, in the opinion of the Association may create or participate in a disturbance or nuisance on any part of the property.

The Association shall have the right to adopt reasonable rules and regulations pertaining to use of the roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the roadways. The Association shall have the right, but no obligation to control speeding and impose speeding fines and to prohibit use of the roadways by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which, in the opinion of the Association would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgment and opinion of the Association, obstruct the vision of a motorist upon any of the roadways. The Association shall have the right, but no obligation to establish security procedures for the protection of the Property, including the right to limit access to the Property.

The right of ingress and egress over and upon roadways constituting a part of a condominium or subdivision project located within the Property, according to declaration of condominium or plat recorded in the public records of St. Johns County, Florida, and which are maintained by a separate condominium or homeowners association may be limited to an easement for the benefit of Owners of Property located within such condominium or subdivision.

In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section thereafter shall be of no further force or effect.

Section 2. Temporary Structures. No temporary buildings, tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Association.

Section 3. Nuisances. Nothing shall be done on any portion of the Property which may be or may become an annoyance or nuisance to owners of the property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing, whose decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owners association as to such question.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the architectural control committee thereof has approved in writing the design, materials, lettering and location of said sign. Only one sign shall be permitted by the Association for each building, and no sign shall be approved which is greater than 15 square feet in area (except temporary construction or renting signs).

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove

same at the expense of the Owners, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they may not be visible from the adjoining properties.

Section 4. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 5. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways within the Property without the proper written approval of the Association, and in accordance with the provisions of the Use & Maintenance Agreement. Shoreline contours above or below water abutting the Property may not be changed without the written approval of the Association or architectural control committee thereof and in accordance with the provisions of the Use & Maintenance Agreement. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No boathouse shall be constructed on or adjacent to any of the Property abutting waterways, nor shall any boat canal be dug or excavated in any of the property without the same being approved by the Association, and in accordance with the provisions of the Use & Maintenance Agreement.

Section 6. Boats and Motor Vehicles No boats or recreational vehicles or other motor vehicles, except four wheel passenger automobiles less than 5.6 feet in height, shall be placed, parked or stored upon any of the Property unless approved by the Association, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any area of the Property, except within a building where totally isolated from public view.

Section 7. Animals. All animals shall be kept under control by the Owner at all times and leashed when upon the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 8. Residential Area. The dwelling units constructed within the Property shall be used by a single family, its servants, guests or lessees as a residence only and for no other purpose. Unless approved by the Association or in accordance with the terms of the Use & Maintenance Agreement, no snack bar, restaurant, gift shop or other commercial facility (excluding showers, restrooms, laundromat and telephones) shall be constructed or generated within the Property.

Section 9. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, as appropriate: (a) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; (b) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (c) such other insurance as the Board of Directors may determine.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to

time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year but in no event shall insurance be less than \$300,000 with respect to any one person, \$500,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

Section 10. Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of Residential Dwelling Units and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of Residential Units (based upon replacement) and shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association, if so requested.

Section 11. Repair and Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any owner whose Residential Dwelling Unit or any portion thereof is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore such Property with the consent of any first mortgagee to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VIII hereof.

Section 12. Antennas. Unless prior written approval has been obtained from the Association, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the Property.

Section 13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 14. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any of the Property. Notwithstanding, an Owner may keep and maintain a small propane gas tank for gas barbecues and fireplaces specifically approved by the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the applicable architectural control committee thereof in accordance with the provisions of the Bylaws of the Association and the architectural control committee established under the terms of the Use & Maintenance Agreement. The approval or disapproval of the Association shall take precedence over the approval, if any, of any property owner's association for the area in which such portion of the Property is located. If the Association or the architectural review board thereof shall determine in its sole discretion that any such improvements will not affect surrounding areas located outside the jurisdiction of such property owners or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association may be dispositive.

ARTICLE IX

USE & MAINTENANCE AGREEMENT

In addition to the obligations and restrictions imposed under this Declaration, the Property is subject to the terms and provisions of the Use & Maintenance Agreement recorded in the public records of St. Johns County, Florida. Under the terms of the Use & Maintenance Agreement, the cost of maintenance and repair of portions of the Common Area and Common property is shared between the members of Camachie Island Owners Association, Inc., and Camachie Cove Yacht Harbor, Inc., the owner of certain adjacent property within the Camachie Island planned unit development, their successors and assigns. The cost and expenses incurred in such shared maintenance are part of the assessments charged by the Association to its members pursuant to the provisions of Article IV of this Agreement. In addition to the provisions concerning shared maintenance costs, the Use & Maintenance Agreement also provides for certain architectural review to be performed by an architectural review committee composed of members of the Association and Camachie Cove Yacht Harbor, Inc., its successors and assigns. The right of architectural review and approval provided for in the Use & Maintenance Agreement is in addition to and not in lieu of the right of architectural control as established in Article VIII of this Declaration.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is

recorded. Upon the expiration of said thirty (30) year period, this Declaration may be extended for successive additional periods if one half (1/2) of the total votes of all Members of the Association cast in person or by proxy at a duly held meeting of the Association vote in favor of extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Extension adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the St. Johns County Public Records.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 6. Delegation of Services/Management The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. The procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if approved by fifty-one percent (51%) of the votes of the membership, cast in person or by proxy at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida.

Section 8. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term of provision hereof, including the obligation to pay assessments or liens therefor, shall constitute a defect,

encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan, or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. Johns County, Florida as provided in Article II hereof.

Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

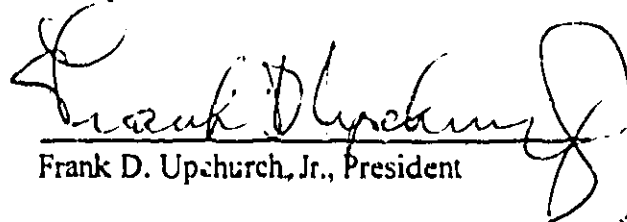
Section 10. Restrictions and Covenants Running with the Land. The agreements, covenants and conditions set forth in this Agreement shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owners, and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

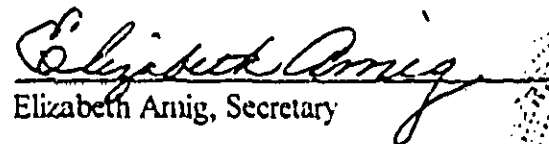
Section 11. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Agreement shall give the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then violating Owner or Owners of the property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Agreement shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

OR1390F61317

The foregoing Declaration of Covenants for Camachee Island Owners Association.
as amended and restated by more than 51% of the membership, were adopted at a meeting
of the members held March 18, 1997.

Executed this 18th day of March, 1997 by:

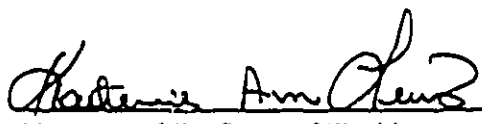

Frank D. Upchurch, Jr., President


Elizabeth Annig, Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Frank D. Upchurch, Jr., as President of Camachee Island Owners Association, Inc., and acknowledged that he executed said Declaration of Covenants and that they are true and correct.

SWORN TO and SUBSCRIBED before me this 3rd day of December, 1997.


Notary Public, State of Florida

