

86 27028

PREPARED BY AND RETURN  
LINDA CONNOR KANE, AL  
GALLAGHER, BAUMER, MIKALS  
BRADFORD, CANNON & WALTERS, P.A.  
2000 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

98/381  
O.R. 721 PG 0358

DECLARATION OF CONDOMINIUM

FOR

HARBOUR POINTE AT CAMACHEE ISLAND, A CONDOMINIUM

THIS INSTRUMENT WAS PREPARED BY  
Linda Connor Kane  
GALLAGHER, BAUMER, MIKALS, BRADFORD, CANNON & WALTERS, P. A.  
2525 Independent Square  
Jacksonville, Florida 32202

INDEX TO  
DECLARATION OF CONDOMINIUM  
FOR  
HARBOUR POINTE AT CAMACHEE ISLAND

<u>Article</u>	<u>Title</u>	<u>Page</u>
1.	Introduction and Submission.....	1
2.	Definitions.....	1
3.	Description of Condominium Property....	3
4.	Appurtenances to Units.....	6
5.	The Association.....	7
6.	Amendment of Declaration.....	8
7.	Maintenance, Repairs and Replacements..	11
8.	Alterations of and Improvements to Units and Common Elements.....	12
9.	Management Agreement.....	14
10.	Insurance.....	14
11.	Reconstruction or Repair After Casualty.....	19
12.	Use Restrictions.....	21
13.	Reserved Rights of Developer.....	23
14.	Compliance and Default.....	25
15.	Assessments: Liability and Determination.....	26
16.	Assessments: Lien and Enforcement.....	28
17.	Termination.....	30
18.	Condemnation.....	32
19.	Rights of Mortgagees.....	32
20.	Master Association.....	34
21.	Subsequent Phases.....	35
22.	Miscellaneous.....	37

Exhibits

- A Legal Description of Phase I
- A-1 Legal Description of Subsequent Phases
- B Fractional Share of Undivided Interest in Common Elements and Common Expense
- C Site Plan and Survey
- D Graphic Depiction of Improvements for Harbour Pointe at Camachee Island, A Condominium (Phase I)
- E Articles of Incorporation of Harbour Pointe at Camachee Island Condominium Association, Inc.
- F Bylaws of Harbour Pointe at Camachee Island Condominium Association, Inc.

## DECLARATION OF CONDOMINIUM

FOR

## HARBOUR POINTE AT CAMACHEE ISLAND, A CONDOMINIUM

THIS DECLARATION is made this 13<sup>th</sup> day of October, 1986, by STOKES-O'STEEN COMMUNITIES, INC., a Florida corporation, ("Developer") in and by which the Developer makes the following declarations.

1. INTRODUCTION AND SUBMISSION1.1 Submission Statement.

Developer hereby submits to the condominium form of ownership and use the land described in Exhibit A hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1984, as amended to the date hereof (the "Condominium Act"). This is a phased condominium as described in Section 718.403, Florida Statutes. Additional land (more fully described in Exhibit A-1) may be submitted to condominium form of ownership pursuant to the provisions of Article 21 hereof.

1.2 Name.

The name by which this condominium is to be identified is HARBOUR POINTE AT CAMACHEE ISLAND, A CONDOMINIUM, sometimes herein called the "Condominium." The street address is Camachee Island, St. Augustine, St. Johns County, Florida.

1.3 The Land.

The land submitted to Condominium is situated in St. Johns County, Florida, and is described in Exhibit "A" attached hereto and made a part hereof, and consists of a parcel of real property (the "Land") upon which will be situated residential improvements ("Condominium Buildings") and Common Elements which are submitted hereby to condominium ownership excluding therefrom all portions of the Land and pipes, lines or conduits installed thereupon reserved by Developer for itself, its successors or assigns for the installation of utilities and/or cable television. A survey and site plan of the Land is attached hereto and made a part hereof as Exhibit "C."

2. DEFINITIONS.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.2 "Association" or "Condominium Association" means HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.3 "Board" or "Board of Directors" means the Board of Directors of the Association pursuant to the Articles and Bylaws thereof.

2.4 "Building" means the structure or structures situated on the Condominium Property in which the Units are located, regardless of the number thereof. In connection with the insuring of the Condominium Property, the term "Building" has a more specific meaning more fully set forth in Section 10.2.



2.5 "Bylaws" mean the Bylaws of the Association.

2.6 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements, unless the ownership thereof is specifically reserved to the Developer or its designees.

(c) An easement of support in every portion of a Unit which contributes to the support of the Building.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements not elsewhere reserved to the Developer.

(e) Any other parts of the Condominium Property designated as Common Elements in this Declaration, or any amendment hereto.

Common Elements shall not include improvements installed by Unit Owners.

2.7 "Common Expenses" mean all expenses properly incurred by the Association for the Condominium.

2.8 "Common Surplus" means the excess of all receipts of the Association collected on behalf of a condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

2.9 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements or a designated portion of the Common Elements which are appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.10 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all Improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.11 "County" means the County of St. Johns, State of Florida.

2.12 "Covenants" or "Declaration of Covenants" mean the Camachee Island Declaration of Covenants recorded in Official Records Book 559, page 403 of the public records of the County, and when the context permits, shall also mean the Articles of Incorporation and Bylaws of Camachee Island Owners Association, Inc. (the "Master Association"), all as now or hereafter amended, modified or supplemented.

2.13 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.14 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property.

2.15 "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or

Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.16 "Master Association" shall mean Camachee Island Owners Association, Inc., a Florida not for profit corporation which is charged with supervision and management of the Harbour Pointe at Camachee Island Community.

2.17 "Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Administrator of the Veterans Administration or Federal Housing Administration and other similar insurers and guarantors of mortgages, mortgage banker, or any other lender generally recognized as an institutional-type lender, or Developer, holding a mortgage on a Unit or Units.

2.18 "Special Assessment" means any assessment levied against Unit Owners other than an assessment required by the budget adopted annually.

2.19 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.20 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Condominium Parcel.

2.21 "Voting Interest" means the voting rights as distributed to the members in accordance with the Articles.

2.22 "Voting Certificate" means a document which designates one of the record title owners or a natural person representing the corporation or partnership or other entity who is authorized to vote on behalf of a Unit owned by more than one owner or any entity.

2.23 Camachee Island Community" shall refer to all and any land which is or may be subjected to the Declaration of Covenants and is or will be owned by the Master Association for the use and enjoyment of its members.

### 3. DESCRIPTION OF CONDOMINIUM PROPERTY.

#### 3.1 Number and Identification of Units.

Exhibit "D", attached hereto and made a part hereof includes a graphic description of the improvements comprising part of the Condominium Property. The Improvements in Phase I consist of sixteen (16) Units located in two two-story buildings. Each "Unit" is identified (as defined in the Condominium Act and herein) by number. A plot (site) plan of the improvements is annexed and made a part hereof as Exhibit "C."

The construction of the improvements on the Land is not substantially complete; however, at the time the Improvements or a portion thereof are substantially completed, the Developer shall cause this Declaration to be recored to include a Certificate of Surveyor authorized to practice in this State. The Certificate shall provide that the construction of the Improvements or certain Units to be conveyed are substantially complete so that the materials in Exhibits "A", "C" and "D," together with the provisions of the Declaration describing the Land and the Common Elements is an accurate representation of the location and dimensions of the

Improvements and that the identification, location and dimensions of the Common Elements and of each Unit to be conveyed can be determined from these materials.

### 3.2 Residential Buildings (Initial Phase).

The Phase I improvements shall include two-two story buildings containing sixteen (16) Units, eight (8) Units in each Building and other appurtenant Common Elements and Limited Common Elements.

### 3.3 Residential Buildings - Subsequent Phases.

The Developer has reserved certain rights in connection with the construction of additional Units in the Subsequent Phases. (See Article 21 for more detail).

### 3.4 Other Improvements.

In addition to the Units situated thereon, the Land also includes improvements, consisting of assigned and unassigned parking areas, walks, roadways, landscaping and all underground structures and improvements which are not part of or located within the Building, and which are not elsewhere herein reserved to and/or retained by Developer, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

### 3.5 Units.

The term "Units" as used herein, shall mean and comprise the sixteen (16) Units in Phase I in the Condominium which are located and individually described in Exhibit "D" hereto. If subjected to this Declaration, the term "Units" shall also refer to the units to be constructed on the land described in Exhibit A-1.

Each Unit shall include that part of the Building containing such Unit that lies within the following boundaries:

#### (a) Upper and lower boundaries.

The upper and lower boundaries of a Unit shall be the boundary of the horizontal plane of the unfinished ceiling or upper interior surface extended to an intersection with the perimetrical boundaries as an upper boundary and the boundary of the horizontal plane of the unfinished surface of the floor extended to an intersection with the perimetrical boundary as a lower boundary.

#### (b) Perimetrical Boundary.

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

##### (i) Exterior Building Walls:

The intersecting vertical planes adjacent to and which include the unfinished surface of the interior of the outside walls of the Condominium Building bounding a Unit.

##### (ii) Interior Building Walls:

The vertical planes of the interior unfinished surface of the walls bounding a Unit (excluding interior partitions within Units) extended to intersections with other perimetrical boundaries.

#### (c) Exclusions.

The Unit Owner shall not be deemed to own any spaces or improvements lying beneath the unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the uppermost structural elements of each Unit, nor any spaces or improvements lying beneath the undercoated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions, nor any pipes, ducts, vents, wires, conduits or other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical portion of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements.

(d) Apertures.

All glass and other transparent and/or translucent material, insect screens and screening in windows and doors, the material covering other openings in the exterior or interior walls of Units, where applicable, shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

(e) Mechanical Equipment.

All air conditioning compressors, water heaters, heat pumps and other mechanical equipment serving only one Unit shall be deemed to be a part of the Unit.

### 3.6 Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property and improvements of the Condominium except Units including, without limitation: (a) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (b) easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements; and (c) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (d) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (e) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium; (f) uncovered and unassigned parking spaces; (g) easements for ingress and egress serving the Condominium Property; (h) all open areas contained within the Land; (i) all roadways, sidewalks, paths, fences and entrance areas located on the Land and (j) all other improvements owned or held for common use, benefit and enjoyment of all Unit Owners.

### 3.7 Limited Common Elements.

"Limited Common Elements," as the term is used herein, shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, consisting of the following:

(a) To each Unit a patio or balcony area as depicted on Exhibit D.

(b) To the Units so designated on the site plan, the driveway adjacent to the garage providing access thereto.

(c) To each Unit, the garage as designated on the site plan.

(d) Each Unit Owner of a Unit in the Condominium has the right of exclusive use of the air space and ground space occupied by the air conditioning compressor, heat pump, air handler and equipment and fixtures appurtenant thereto, serving that Unit.

(e) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit together with his Limited Common Elements (whether or not fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless they are released from the lien of the mortgage.

#### 4. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title, to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

##### 4.1 Use of Common Elements.

(a) An undivided share in the Common Elements and in the Common Surplus. The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction or percentage, in the schedule which is annexed hereto and made a part hereof as Exhibit "B" which fractional or percentage share may be adjusted in accordance with the provisions therein; and

(b) The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements; and

(c) The appurtenant share in the Common Elements and Common Surplus and the exclusive right to use all the Limited Common Elements appurtenant to a Unit, can not be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided and no action for partition of the Common Elements, the Condominium Property or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

(d) Provided, however, certain portions of the Common Elements may be subjected to an easement for parking by non-owners utilizing the adjacent harbor and marina as depicted in Exhibit C.

##### 4.2 Easements.

(a) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "D" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

(b) Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, their guests, invitees, and lessees, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(i) The furnishing and maintenance of private or public utility services to all parts of the real property of

the Condominium over, across, in and through the Land, the Condominium Building and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(ii) Vehicular and pedestrian access over, across, upon, in and through the drives, sidewalks, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to the common roadways.

(c) An exclusive easement for the encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful act of Developer or any Unit Owner or Owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

(d) An exclusive easement for the use of the area of Land and air space occupied by the appurtenant mechanical equipment, e.g. air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving a particular Unit, as the same exist in and on the Land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, heat pump, air handler and the equipment and fixtures appurtenant thereto, provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

(e) Unit Owners and their guests and invitees shall have right of non exclusive ingress and egress over and upon the Harbor Walkway as defined and described in the Declaration of Easements and Use and Maintenance recorded in Official Records Book 559, page 388 of the public records of St. Johns County, Florida ("Use and Access Agreement").

#### 4.3 Membership.

The right to membership in the Association with full voting rights appertaining thereto upon the terms and conditions set forth elsewhere herein.

#### 4.4 Ingress and Egress.

Each Unit Owner and his guests, invitees, lessees 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 or Grantor of the easement referenced therein ("Grantor") to serve the Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as the Developer may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the real property constituting common roads within Camachee Island Community as described in Exhibits A and C attached hereto and made a part hereof, or as they may be amended in related documents recorded in the public records of the County as more fully provided in that certain Use and Access Agreement.

#### 5. THE ASSOCIATION.



### 5.1 Name of Association.

The entity responsible for the operation of the Condominium shall be HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), of which a copy of the Articles of Incorporation is attached hereto and made a part hereof as Exhibit "E." Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property, the Association shall administer and manage the Condominium Property; provided, that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations.

### 5.2 Bylaws of Association.

A copy of the Bylaws of the Association is attached hereto and made a part hereof as Exhibit "F".

### 5.3 Voting Rights of Unit Owners.

The Unit Owner(s) shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association. There shall be appurtenant and pass with title to each Unit, one Voting Interest as a member of the Association, which may be exercised by the Unit Owner(s), or the duly constituted proxy of the Unit Owner(s), from time to time, at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association. Upon the submission of a subsequent phase to this Condominium, the voting rights will automatically change as described in Article 21.

## 6. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner.

### 6.1 Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

### 6.2 Proposal.

Amendments to this Declaration may be proposed by the Board of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of one-tenth (1/10) of the Voting Interests, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

### 6.3 Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners in this Condominium to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than fourteen (14) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member.

No provision of this Declaration shall be revised or amended by reference to its title and number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration, see provision . . . for present text." Non material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment. For twenty years from the date of recording of this Declaration, the proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of not less than ninety percent (90%) of the Voting Interests; provided, that any amendment proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than ninety percent (90%) of all Voting Interests. Thereafter, the requisite percentage of Voting Interests for approval shall be not less than seventy-five percent (75%).

### 6.4 Proviso.

Except as elsewhere permitted herein, no amendment shall:

(a) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and Mortgagees thereon shall join in the execution and acknowledgment of the amendment, or

(b) Discriminate against any Unit Owner or against any Unit or any class or group of Units comprising part of the Condominium Property, unless the record owners of all affected Units and Mortgagees thereon shall join in the execution and acknowledgment of the amendment, or

(c) Change the share of Common Elements appurtenant



to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record owners of Units so affected and the Mortgagees thereon shall join in the execution and acknowledgment of such amendment, or

(d) Make any change in Article 10 hereof, entitled "Insurance," nor in Article 11 hereof, entitled "Reconstruction or Repair After Casualty," unless the Mortgagees shall join in the execution and acknowledgment of the amendment, or

(e) Adversely affect the lien or priority of any previously recorded Mortgage to a Mortgagee; or

(f) Change the rights and privileges of the Developer without the Developer's written approval.

(g) So long as the Developer has title to any Condominium Unit, no amendment to this Declaration shall be made to this Declaration or any exhibits thereto unless the Developer shall consent in writing to the amendment, which consent may be withheld by the Developer for any reason.

(h) Change the use of any Unit or Common Element to commercial use without Developer's written consent.

(i) The right of the Developer to amend this Declaration of Condominium as elsewhere provided herein shall not be abridged in any manner by this Article or any other article of this Declaration or exhibits thereto.

(j) Adversely affect any portion, phase or aspect of the property comprising the Camachee Island Planned Unit Development as approved by the County Commissioners of St. Johns County, Florida, unless consented to in writing by the Developer.

#### 6.5 Effective Date and Recording Evidence of Amendment.

An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments effected by the Developer must be evidenced in writing and recorded, but a certificate of the Association is not required. An amendment of the Declaration is effective when it is recorded in the public records of the County.

#### 6.6 Amendments by Developer.

Notwithstanding any provision to the contrary set forth in this Article or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, the Developer may amend this Declaration to add any surveyor's certificate(s), to submit Subsequent Phases to this Declaration [as more fully described in Article 21] to amend the documents as required by an Institutional Mortgagee, or in accordance with §§8.1, 13.2 and 13.4 without the consent or joinder of any Unit Owner or Mortgagee, provided however, the Mortgagee holding an interest in any land which constitutes a Subsequent Phase shall consent to amendment to add a phase. In no event may the Developer amend the Declaration to adversely effect the rights of Unit Owners granted pursuant to Section § 718.403 (Phasing the Condominium) without the approval of the required percentage of Voting Interests.

#### 6.7 Amendment to Correct Omission or Error In Condominium Documents.

The Association, by the affirmative vote of not less than 51% of the Voting Interests, may amend the Declaration for the purpose of correcting a defect, error or omission in this Declaration.

#### 7. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

##### 7.1 Units.

Each Unit, and the personal property therein, fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same shall be maintained, kept in good repair and replaced by and at the expense of the Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, whether structural or nonstructural, ordinary or extraordinary, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within such Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

##### 7.2 Common Elements.

The Association shall be responsible for, and shall assess against and collect from all Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of all Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

##### 7.3 Limited Common Elements.

The responsibility for, and the cost of keeping clean and in orderly condition the patios, balconies, driveways and garages forming a part of the Limited Common Elements which exclusively serve a certain Unit to the exclusion of other Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant. The normal repair and maintenance of such patios, balconies, driveways and garages which exclusively serve a Unit shall be done by the Association and paid for as a part of the Common Expense.

Notwithstanding the Unit Owners' obligations with respect to certain Limited Common Elements, any proceeds of insurance awards or payments under insurance carried by the Association for loss or damage to such Limited Common Elements shall be applied against such repair or replacement to the extent that such award or payments exceed the deductible limits of such insurance.

##### 7.4 Management.

The Board may enter into a contract with any firm, person, or corporation or may join with any other condominium associations and entities in contracting for the maintenance and repair or management of the Condominium Property. The Board may contract for and may delegate to the manager all the powers and duties of the Association for the maintenance

required herein to be performed, except such as are specifically required by this Declaration or by the Bylaws to have the approval of the Board of Directors or the membership of the Association.

#### 7.5 Entry for Maintenance.

The Board, or the agents or employees of any management firm or the Association, shall be allowed entry into any Unit or Limited Common Elements for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements, or the Common Elements or in case of emergency circumstances threatening Units, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the Bylaws of the Association. The liability for any damage done by the Board, agents or employees of any management firm or Association shall be assessed against the Unit Owner of the Unit being repaired, maintained or inspected unless such damage is created by the gross negligence or wilful misconduct of the Board, agents or employees of any management firm or Association.

#### 7.6 Use and Maintenance Agreement.

The Condominium Property is subject to the terms and conditions of the Use and Access Agreement. The terms of that agreement provide, among other things, for sharing costs and expenses of maintenance of certain properties located within or serving the Camachee Island Community and provide for architectural approval of improvements within the Camachee Island Community.

#### 7.7 Failure to Maintain.

In the event a Unit Owner fails to maintain his Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required consent, or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association shall have the right to levy a Special Assessment against the Unit Owner and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the Unit to good condition and repair. The Association shall have the further right to have its employees or agents or any subcontractors appointed by them enter a Unit or Limited Common Element at all reasonable times to do such work as is deemed necessary by the Board of the Association to enforce compliance with the provisions hereof, such entry shall not be deemed a trespass.

### 8. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Except as the right is herein reserved to Developer, neither a Unit Owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements except in compliance with the following conditions.

#### 8.1 Developer's Right to Alter.

As to the Units in Phase I, until the Declaration subjecting Phase I to condominium ownership is recorded, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the

size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reasons thereof unless the Owners of such Units shall consent thereto. Provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, including the rules and regulations of the Bureau of Condominiums. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such Units, incorporate portions of such Common Elements into altered Units and/or create additional Common Elements from portions of altered Units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Article may be effected by the Developer alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer. Provided however, the foregoing shall not limit the rights of the Developer in making alterations in Units in Subsequent Phases as set forth in Article 21.

#### 8.2 Unit Owner's Right to Alter.

No Unit Owner shall make any addition, alteration or improvements in or to the Common Elements nor to his Unit or any Limited Common Element without the prior written consent of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Element within 60 days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations, and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, subject to the Board's right to perform appropriate maintenance upon the failure of the Unit Owner to do so as provided in Section 7.6. If any addition, alteration or improvement to the Unit is visible from any location exterior to the Building, such addition, alteration or improvement must also be approved by the Master Association to assure compliance with the overall plans and development of the Camachee Island Community.

In the event of disagreement between the Association and Master Association in connection with approval of additions, alterations or improvements, the Master Association shall prevail. In any litigation or other dispute related to or arising out of this Article, if the Association shall be the prevailing party, it shall be entitled to reimbursement of its costs incurred in said litigation or dispute, including, without limitation, reasonable attorneys' fees.

## 9. MANAGEMENT AGREEMENT.

### 9.1 Management Firm.

The Association, through its Board of Directors, may enter into a management agreement with a professional management firm ("Management Firm").

The Association may delegate to the Management Firm certain powers of the Association, not reserved to the Board of Directors under the provisions of the Condominium Act.

### 9.2 Duties of Management Firm.

Each Unit Owner, his heirs, successors, and assigns, shall be bound by the Management Agreement for the purposes therein expressed, including but not limited to:

(a) Adopting, ratifying, confirming, and consenting to the execution of the Management Agreement by the Association.

(b) Covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by Unit Owners as provided in the Management Agreement.

(c) Ratifying, confirming, and approving each and every provision of the Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(d) Agreeing that the persons acting as directors and officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

### 9.3 Interested Directors.

It is specifically recognized that some or all of the persons comprising the original Board are or may be stockholders, officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

## 10. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

### 10.1 Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their Mortgagees, and all policies of such insurance shall be deposited with and held by the "Insurance Trustee" (as

herein identified); provided that a certificate evidencing a mortgagee endorsement shall be issued to the Mortgagee of each Unit. The Unit Owners may, at their own expense, obtain insurance coverage against damage to and loss of the contents of the Unit, including, without limitation, carpeting, wall and ceiling coverings, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses. Provided, however, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, state that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

#### 10.2 Required Coverage.

The Association shall purchase and carry casualty insurance covering all of the Buildings and other Improvements, including personal property of the Condominium. All hazard policies issued to protect Buildings whenever used in the policy shall include, but shall not necessarily be limited to fixtures, installations, or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof of like, kind or quality in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, excluding therefrom the insuring of floor, wall and ceiling coverings (which may be jointly referred to as "Insured Property") in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association in accordance with reasonably acceptable appraisal practice. Such insurance shall include or afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage and broad form and/or special form; and

(b) Such other risks or perils of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use, to the building and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, and flood and perils covered by the standard "all risk" endorsement, if available.

(c) Comprehensive general liability insurance in the amount of \$1,000,000 for bodily injury including deaths of persons and property damage arising out of a single occurrence and an umbrella policy of \$1,000,000 for both, insuring the Association, the Board of Directors, the Management Firm, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Condominium Property including Common Elements and public ways of the Condominium. This coverage shall exclude Unit Owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover cross liability claims of one insured against the other. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance of the Common Elements and legal liability arising out of law suits related to contracts entered into by the Association. The Board of Directors shall review such limits once a year.



(d) Workmen's compensation insurance to meet the requirements of law.

(e) Loss or damage by flood, to the extent and limitations, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation.

(f) Director and officer liability coverage, and to the extent the duties and obligations of the Board are delegated for such delegates. Such bonds shall comply with the requirements of Mortgagees.

### 10.3 Optional Coverage.

The Association may purchase and carry other insurance coverage or obtain other endorsements including without limitation, products liability, agreed amount and inflation guard endorsements, construction code endorsements and steam boiler coverage as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as a Mortgagee may reasonably require while it holds a mortgage encumbering any Unit. Any waiver of subrogation contained in policies shall include waivers as to the Management Firm.

### 10.4 Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as a Common Expense.

### 10.5 Additional Provisions.

Any policy obtained by the Association must provide for the following, if available:

(a) Recognition of any Insurance Trust Agreements.

(b) Waiver of the right of subrogation against Unit Owners individually.

(c) The insurance will not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Units Owners collectively.

(d) The policy shall be primary in the event that the Unit Owner has other insurance covering the same loss.

(e) The policy may not be cancelled or substantially modified without at least 60 days prior written notice to the Association and each Mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy.

### 10.6 Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee," as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective Mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. Policies shall contain the standard

Mortgage Clause or equivalent endorsement without contribution. The Association is hereby appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

#### 10.7 Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association, including, without limitation, Unit Owner(s) and Mortgagees shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

#### 10.8 Insurance Trustee.

The Association shall have the right but no obligation to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform all obligations imposed upon such Trustee by this Declaration.

The Insurance Trustee shall be either a bank with trust powers doing business in the State of Florida, the Board or an attorney who is a member of the Florida Bar. The Insurance Trustee, if a bank or attorney, shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The duties of the Insurance Trustee, if a bank or attorney, shall be to hold such insurance policies as may be placed with it pursuant to Section 10.1 and to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit Owners and their Mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee, if a bank or attorney, for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder. Such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their Mortgagees, as their respective interests may appear, the Insurance Trustee, if a bank or attorney, may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association, such certificate to certify the name or names of the owners of each Unit, the Mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to the Unit Owner(s) and Mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the Mortgagees encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such Mortgage(s), unless the insurance proceeds represent a distribution to the Unit Owners and the Mortgagee(s) thereof, after such



insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit, and the Mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

#### 10.9 Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

##### (a) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to the Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the Association and such funds shall become part of the Common Surplus of the Association. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

##### (b) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to any portion of the Condominium Property, constituting damage to Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the Building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the Association and such funds shall become a part of the Common Surplus of the Association. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such Building, the Association shall assess the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements and the damaged or destroyed Unit or Units in such Building, the Association shall assess the amount of the difference against, and collect the same from all Unit Owners, the total cost of repairing or replacing the Common Elements as a Common Expense. The cost of repairing, replacing or reconstructing the Unit or

Units destroyed or damaged shall be assessed by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

(c) Proceeds of Optional Property Coverage.

If any, proceeds from any damage occasioned solely to Units and/or certain portions or all of the contents thereof not included in Insured Property, as determined by the Association in its sole discretion, (collectively "Optional Property"), are collected by reason of optional insurance which the Association elects to carry thereon, such proceeds shall be held for the benefit of the Owners of the Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

10.10 Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit Owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from (i) the day on which the Insurance Trustee receives the insurance proceeds or (ii) the date of receipt of cost estimates for repair or replacement, whichever last occurs.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

11.1 Insured Property.

If the Insured Property shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of the Insured Property.

If seventy-five (75%) or more of the Insured Property is destroyed or so damaged that no Units therein are habitable, the Units and none of the improvements comprising Common Elements thereof shall be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which seventy-five (75%) percent of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

(b) Partial Damage to the Insured Property.

If less than seventy-five percent (75%) of the Insured Property is damaged and some Units therein are habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the Units and Common Elements

shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(c) Responsibility for Damage to Units Only.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

11.2 Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed in accordance with the terms hereof.

11.3 Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed, provided that the Board may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable, subject to the rights of the Master Association to approve certain architectural proposals.

11.4 Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

(a) Association.

If the total funds assessed against and collected from Unit Owners by the Association for payment of repair and reconstruction costs is more than \$100,000.00, then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair, upon receipt of proper invoices. Provided, however, upon the request of a Mortgagee the construction funds even if less than \$100,000 shall be disbursed by the Insurance Trustee.

(b) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction by the Insurance Trustee in payment of such costs in the manner required by the Board and upon receipt of a proper invoice and approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

## (c) Surplus.

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

## (d) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee, if a bank or attorney, shall not be required to determine whether or not sums in the construction fund shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when an Mortgagee is herein required to be named as payee the Insurance Trustee shall also name the Mortgagee as payee; and further provided that when the Association, or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

12. USE RESTRICTIONS.

In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

12.1 Units.

Each Unit shall be used for a single household and for residential non-commercial purposes only. Nothing herein shall be construed to prohibit leasing of the Units, provided that such leases are in compliance with paragraph 12.9 hereof.

12.2 Insurance.

No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

12.3 Signs.

No sign of any kind shall be displayed to public view on or from any Unit or the Common Elements, including without limitation "For Sale" or "For Rent" signs without the prior written consent of the Board.

**12.4 Pets.**

No animals of any kind other than one dog and/or one cat, aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board. Such consent, if given, shall be revocable by the Board at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Property. Owners shall remove and dispose of all animal waste from the Common Elements. No guest, lessee, or invitee shall bring any animal upon the Condominium Property. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees, or invitees bring any animal upon the Condominium Property in contravention of the rules, shall be responsible for, and bear the expense of, any damage to person or property resulting therefrom. Any such damage shall be determined by the Board and may be collected as a Special Assessment.

**12.5 Encroachments.**

None of the rights and obligations of the Unit Owners created herein or by the deed conveying the Condominium shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit Owner(s), if encroachment occurred due to the willful conduct of the Unit Owner(s).

**12.6 Common Elements.**

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Elements or Limited Common Elements without the prior written consent of the Association.

**12.7 Nuisances.**

No noxious or offensive activity shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance or nuisance to Unit Owners or guests or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No waste shall be committed on the Common Elements.

**12.8 Lawful Use.**

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

**12.9 Leasing.**

All leases must provide that the lessee shall be bound by the provisions of this Declaration and any

noncompliance by such lessee shall be the responsibility of the Unit Owner.

#### 12.10 Exterior Improvements; Landscaping.

No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association subject to the provisions hereof.

#### 12.11 Window Coverings.

All window coverings shall be lined or otherwise designed so that they appear from the exterior of the building to be white or off-white.

#### 12.12 Regulations.

Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board.

#### 12.13 Enforcement.

The Association shall have the right to enforce all the restrictions set forth in this Article and the Declaration in any manner it deems necessary including without limitation, injunctions, suit for damages, or fines. In the event that the Association fails to properly enforce any provisions of this Declaration, the Master Association shall have the right to enforce the Declaration pursuant to any rights granted herein or in the Declaration of Covenants.

### 13. RESERVED RIGHTS OF DEVELOPER.

In addition to various rights reserved by the Developer elsewhere provided in this Declaration, the Developer reserves the following rights:

#### 13.1 Developer's Use of Units.

Until Developer has completed and conveyed all of the Units, neither Unit Owners nor the Association shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Unit and the display of signs.

#### 13.2 Easement Rights of Developer.

##### (a) Roads.

Developer hereby reserves for itself and its designees, an easement over the Condominium Property as it may deem necessary for preserving, maintaining or improving the common roadways.

##### (b) Developer's Easement to Correct Drainage.

For a period of seven years from the date of conveyance of the first Unit, the Developer reserves for itself and its designees an easement and right on, over and under the ground within the Condominium Property to maintain and to correct drainage of surface water and other erosion controls in



order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected Condominium Property to its original condition as nearly as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer an emergency exists which precludes such notice. The rights granted hereunder may be exercised at the sole option of Developer and shall not be construed to obligate Developer to take any affirmative action in connection therewith.

#### (c) Construction Easement

Developer reserves for itself, its nominees, designees, successors and assignees, an easement over and across the Condominium Property as may be reasonably necessary in connection with the construction of improvements within the Harbour Pointe at Camachie Island Community. Such easement shall include, but not be limited to, an easement for the use of necessary and usual equipment in connection with such construction activity, together with the usual and common noise level created by such construction activity.

#### 13.3 Right to Amend.

Without limiting the right of the Developer to amend as otherwise set forth herein, the Developer, so long as it owns Units to which more than twenty-five (25%) percent of the Common Elements are appurtenant, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or title insurance company without further consent of the Unit Owners or other Mortgagees, provided, however, the Developer shall not amend those portions of the Declaration in compliance with Section §718.403 of the Act without the required consent of Unit Owners.

#### 13.4 Rights of Developer to Sell or Lease Units.

So long as Developer, or any mortgagee, or successor to Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests.

#### 13.5 Additional Easements Reserved.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservation, all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates. The Developer shall have the right to grant such easements over and upon the Condominium Property and designate the beneficiary thereof until such time as Developer transfers control of the Association to the Unit Owners, whichever shall first occur. Thereafter the Association shall be empowered to grant such easements on behalf of its Members. During the period of time that Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to the requirement that the easements not structurally weaken the Condominium building(s) and improvements upon the Condominium Property nor unreasonably interfere with the enjoyment of the Condominium Property by Unit owners. See also the provisions of Section 21.1.

**14. COMPLIANCE AND DEFAULT.**

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

**14.1 Negligence.**

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

**14.2 Compliance.**

In the event a Unit Owner or occupant fails to maintain a Unit or the Limited Common Elements appurtenant to the Unit, or fails to cause such Unit or Limited Common Elements to be maintained, or fails to observe and perform all applicable provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, to suspend voting rights in Association matters or use rights in recreational facilities, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such sums as Special Assessments and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

In addition to or instead of the above the Association shall have the right to levy fines against Unit Owners for any violation of the Declaration and/or any rules or regulations established by the Association. No fine shall become a lien against a Unit; no fine shall exceed \$25.00 per occurrence nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to Unit Owner and if applicable his licensee or invitee. Any reference to a fine contained in this Declaration shall not be construed as a limitation, fines may be assessed for the violation of any provision herein.

**14.3 Costs and Attorney's Fees.**

In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, or any and all regulations applicable to such owner as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.



#### 14.4 No Waiver of Rights.

The failure of the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

#### 15. ASSESSMENTS: LIABILITY AND DETERMINATION.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against all Unit Owners and Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

##### 15.1 Liability for Assessments.

Assessments by the Association against each Unit Owner and his Unit shall be computed by multiplying the total budget for the Condominium by each Unit's fractional or percentage of the total assessments as is set forth in the schedule annexed hereto and made a part hereof as Exhibit "B."

Should the Association become the Owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the Owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among all remaining Unit owners, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

Unit Owners shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, fines on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

No Unit Owner may exempt himself from liability for any assessment levied against such Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

##### 15.2 Time for Payment.

The assessment levied against each Unit Owner and his Unit shall be payable monthly or such other installments and, unless changed by the Board, shall be payable on the first day of each month and shall commence upon the conveyance of the Unit.

##### 15.3 Annual Budget.

The Board shall establish an annual budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves.

**15.4 Reserve Fund.**

The Board, in establishing each annual budget, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Unit Owners. The amount to be reserved shall be determined by the Board of Directors or as may be required under the provisions of the Condominium Act and may be deleted by a vote of the statutory requisite percentage of Unit Owners. Provided however, if a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum of Voting Interests is not attained at the meeting, the reserves as included in the budget prepared by the Board shall go into effect.

**15.5 General Operating Reserve.**

The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reasons placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed five percent (5%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to but not exceeding twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the Unit Owners as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each Unit Owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal but not exceed twenty-five percent (25%) of the current annual amount of said assessment.

**15.6 Use of Association Funds.**

All moneys and assessments collected by the Association shall be treated as the separate property of the Association, and such moneys may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws. As the moneys for Assessments are paid to the Association by any Unit Owner, the same may be co-mingled with moneys paid to the Association by the other Unit Owners. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, and the Common Surplus, shall be held for the benefit of the members of the Association and no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein except as an appurtenance to his Unit.

**15.7 Special Assessments.**

There shall be two types of Special Assessments (i) those which are assessed equally against all Units and Unit Owners for the purpose of funding any services or acquisitions permitted under the Articles of Incorporation or Bylaws which are not part of the annual budget and (ii) those Special Assessments which are assessed against an individual Unit Owner for damage or injury caused by such Unit Owner, his family, guests or invitees.

The specific purpose or purposes of any Special Assessment of the type described in (i) above approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to such approved Special Assessment shall be used only for the specific purposes or purposes set forth in such notice or returned to Unit Owners. However upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus.

Special Assessment made against a Unit Owner for the purposes provided in the Declaration or Bylaws as described in (ii) above shall be assessed by the Board after a hearing at which the Unit Owner is provided an opportunity to be heard.

#### 15.8 Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. If any assessment or installment is not paid by the due date, the amount due by the Owner and the Unit shall bear interest at the highest lawful rate from the 15th day from due date until paid.

#### 15.9 Developer's Liability for Assessment.

The Developer shall be excused from the payment of the share of the Common Expenses relating to Units it owns for a period of time beginning with the recording of this Declaration and ending no later than the first day of the fourth calendar month following the month in which the closing of the purchase of the first Condominium Unit occurs. The Developer shall pay the portion of Common Expenses incurred during that period which exceeds the total amount collected from other Unit Owners. No working capital contribution funds shall be used during the period of time during which the Developer is excused from paying assessments for any of the items set forth in the original operating budget.

### 16. ASSESSMENTS: LIEN AND ENFORCEMENT.

#### 16.1 Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements or Limited Common Elements subordinate to prior bona fide liens of record, which lien shall and does secure the moneys due for all: (a) assessments levied against the owner(s) of and each Unit, including maintenance fees, and approved special assessments, (b) costs and expenses, including a reasonable attorney's fee, filing fees and court costs which may be incurred by the Association in collecting and enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for the County. Any such enforcement shall be in accordance with the requirements of the Condominium Act. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all costs as set forth in subsections (a) and (b) which are due and which may accrue subsequent to recording the claim of lien and prior to entry of a final judgment of foreclosure.

In any suit for the foreclosure of the lien, the Association shall be entitled to rental from the Owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for the Unit. The rental

required to be paid shall be equal to the rental charged on comparable types of Units in the County.

#### 16.2 Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording, in the public records of the County; a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the Unit Owner. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

#### 16.3 Effect of Foreclosure or Judicial Sale.

In the event that any person, firm or corporation shall acquire title by a purchase at the public sale resulting from the first Mortgagee's foreclosure judgment or foreclosure suit in which the Association has been properly named as a defendant junior lienholder or as a result of deed given in lieu of foreclosure, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title. In the event of the acquisition of title to a Unit by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

#### 16.4 Effect of Voluntary Transfer.

When the owner of any Unit proposes to sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the Unit Owner, shall within fifteen days thereof furnish to the Unit Owner, proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any purchaser or Mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or Mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

#### 16.5 No Election of Remedies.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

#### 16.6 Obligations of Subsequent Purchasers.

Any person who acquires an interest in a Unit, except Mortgagees, through foreclosure of a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit nor enjoyment of the Common Elements, until such time as all unpaid assessments and other charges due and owing by the former Owner if any, have been paid.

### 17. TERMINATION.

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

#### 17.1 Destruction.

In the event it is determined, in the manner elsewhere herein provided, that the Improvements shall not be reconstructed because of total destruction, major damage or condemnation the condominium plan of ownership will be thereby terminated without further agreement.

#### 17.2 Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium and by all Mortgagees. If the proposed termination is submitted to a meeting of the Unit Owners, the notice of which meeting gives notice of the proposed termination, and if there is not unanimous approval but if the approval of not less than seventy-five percent (75%) of the Voting Interests and of one hundred percent (100%) of the Mortgagees is obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

## (a) Exercise of Option.

The option shall be exercised by delivering or mailing by certified mail to each of the Owners of the Units to be purchased an agreement to purchase signed by the Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser and may be conditioned upon acceptance by all non participating Unit Owners.

## (b) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

## (c) Payment.

The purchase price shall be paid in full in cash or may include assumption of any existing mortgage financing, if permitted, plus cash.

## (d) Closing.

The sale shall be closed within thirty (30) days following the determination of the sale price.

17.3 Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of the County.

17.4 Shares of Owners After Termination.

After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination as set forth in Exhibit "B" hereto.

17.5 Amendment.

This Article cannot be amended without consent of all Unit Owners and of all Mortgagees.



**18. CONDEMNATION.****18.1 Common Elements.**

Whenever all or any part of the Common Elements shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than One Hundred Thousand Dollars (\$100,000.00) and to the Insurance Trustee if such award amounts to One Hundred Thousand Dollars (\$100,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be, as provided in Article 11.

**18.2 Units.**

If the taking includes one or more Units, or any part or parts thereof, whether or not there is included in the taking any part of the Common Elements, then the award shall be disbursed as provided by law. All related matters, including without limitation alteration of the percentages of undivided interest of the Owners in the Common Elements, shall be handled pursuant to and in accordance with the consent of Owners as required by this Declaration (or such lesser number of Owners as may then be prescribed by the Condominium Act for the purpose of altering the percentages of undivided interest of the Owners in the Common Elements) expressed in a duly recorded amendment to this Declaration or in the event of lack of agreement shall be determined by the Court. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article, whereupon the development may be terminated in the manner herein prescribed.

**19. RIGETS OF MORTGAGEES.****19.1 Mortgagees' Right to Information.**

Any Mortgagee of a Condominium Parcel who makes a request in writing to the Association for the items provided in this section shall have the following rights:

(a) To be furnished with at least one (1) copy of the annual financial statement and report of the Association.

(b) To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of Association, which notices shall state the nature of the amendment being proposed.

(c) To be given notice of default (if such default remains uncured for 30 or more days) by any member owning any Unit encumbered by a mortgage held by such Mortgagee, such notice to be given in writing and to be sent to the principal office of such Mortgagee or to the place which it or they may designate in writing to the Association.

(d) To be given an endorsement to the insurance policies covering the Common Elements requiring that such Mortgagee be given any notice of cancellation provided for in such policy.

(e) To examine the books and records of the Association upon reasonable notice during ordinary working hours.

(f) To obtain current copies of the Declaration, By-Laws and other rules concerning the Condominium.

(g) To obtain written notice of any condemnation loss, eminent domain procedures or any casualty loss which affects a natural portion of the Condominium or any Unit upon which such Mortgagee has a first mortgage.

(h) To obtain notice of any lapse, cancellation or material modification of any fidelity bond maintained by the Association.

#### 19.2 Mortgagees' Right to Consent.

Except as shall be elsewhere provided herein, unless Mortgagees having loans secured by Units to which 75% of the Common Elements are appurtenant have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be assessed against any Units by the Association;

(c) by act or omission change, waive or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units, the maintenance of party walls or common fences and driveways, or the upkeep of walls and planting on the Condominium Property;

#### 19.3 Mortgagees' Right to Reimbursement.

In the event the Association fails to pay, when due, taxes assessed against the Common Elements or premiums of insurance covering the improvements on the Common Elements, then any one or more of the Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such Mortgagee or Mortgagees for such payments, and until paid, the same shall constitute a lien upon the Common Elements in favor of the party or parties, entity or entities, paying same, which lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

#### 19.4 Registry of Owners and Mortgagees.

The Association shall maintain a register of the names of the Owners and Mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The Owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the Mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.



**20. MASTER ASSOCIATION.****20.1 Powers of Master Association**

The Master Association represents residents of the Camachee Island Community generally, including residents of this Condominium, and its members are those persons qualified in accordance with the Articles of Incorporation and Bylaws of the Master Association. The Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Condominium Property and with respect to the Camachee Island Community as set forth in this Article and as more particularly described in the Camachee Island Declaration of Covenants and the Articles of Incorporation and Bylaws of the Master Association.

**20.2 Master Association Assessments.**

The Master Association shall be entitled to charge each Unit Owner an assessment for expenses incurred or to be incurred by the Master Association in fulfillment of its maintenance, operation and management responsibilities all of which are set forth in the Declaration of Covenants.

The establishment, enforcement and collection of such assessments is more fully set forth in the Declaration of Covenants and Bylaws. The Master Association shall be entitled to collect such assessments through the Association, and the Master Association shall have a lien right upon the individual Units to enforce collection of such assessments which shall also be enforced as the personal obligation of each Unit Owner.

**20.3 Enforcement of Association Duties.**

If for any reason the Association shall refuse to perform the obligations imposed on it hereunder, and under any other Condominium documents, including but not limited to its obligation to collect the Master Association assessments described in this Article, the Master Association shall be authorized to act for and upon behalf of the Association in such respect that the Association has refused or failed to act. Any expenses thereby incurred by the Master Association shall be reimbursed by the Association.

**20.4 Amendments Affecting the Master Association.**

This Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Master Association.

**20.5 Architectural Review and Maintenance.**

Without the prior written consent of the Master Association or such architectural review committee as may be formed by the Master Association, no permanent improvements other than as set forth and shown in the exhibits to this Declaration which are visible from outside the Buildings shall be constructed on the Condominium Property and no substantial or material alterations of the exterior of any building or the topography of the Condominium Property shall be effected. Nothing shall be erected, constructed, planted or otherwise placed in such position subsequent to the initial construction of improvements of the Condominium Property by the Developer, so as to either create a hazard upon or block the vision of motorists upon any of the roadways adjacent to or near the Condominium Property. The Master Association shall also have the reasonable right of ingress and egress to the Condominium

Property for the purpose of preserving, maintaining or improving the common roadways providing access to public roads, lakes or other similar areas (whether within or without the Condominium Property) although nothing stated herein shall require the Developer or the Master Association to maintain any such properties located within the Condominium Property.

#### 20.6 Construction of Additional Common or Recreational Facilities.

The Developer has been assigned and has reserved the right to construct additional roadways and recreational facilities to serve additional Residential Dwelling Units (as defined in the Declaration of Covenants) which are constructed in the Camachee Island Community. Any additional costs of maintenance shall be paid in accordance with the Declaration of Covenants.

#### 21. SUBSEQUENT PHASES.

##### 21.1 Additional Land and Improvements.

Developer reserves the right, in its sole discretion, at any time from the date of recording of this Declaration in the public record of the County until seven years thereafter, to declare and submit additional lands and improvements located thereon to the condominium form of ownership under this Declaration by recording an amendment hereto in compliance with the Act. The additional land which may be submitted to the condominium form of ownership is described as Subsequent Phases on Exhibit A-1 attached hereto and made a part hereof. The Developer reserves the right to modify the legal descriptions as it may, in its sole discretion, elect; provided, however, when taken together, the legal descriptions of the phases shall equal the overall boundary set forth in Exhibit C.

The proposed buildings and unit types shown in Exhibit C represent the Developer's present plans in connection with the development of the Subsequent Phases. Provided, however, the Developer reserves the right to make such changes as hereinafter provided without further consent or approval of Unit Owners.

Any of the Subsequent Phases, if declared, will be submitted to condominium ownership as a part of the Condominium by recording in the public records of the County, an amendment to this Declaration in accordance with the Act and executed and acknowledged by the Developer and any Mortgagee holding a security interest in the land to be subjected as a Subsequent Phase. Upon recordation of the amendment, the undivided shares of Common Elements and Expenses shall be adjusted automatically in accordance with Exhibit B hereof and the terms of such amendment.

In the event that the Developer determines not to add any or all of the Subsequent Phases the Developer shall give notice to the owners of the existing Units of the decision not to add any specific Subsequent Phase. The notice shall be sent by certified mail addressed to each Unit Owner at the address of his Unit or his last known address. In the event that any of the Subsequent Phases are completed at or about the same time, Developer reserves the right to modify the amendments to this Declaration to include all completed phases as a part of this Declaration. Developer hereby expressly reserves the right to grant an easement over the roadways contained within the Condominium Property which easements may be granted to the owners of the property described in Exhibit A-1 as Subsequent Phase Land. Provided, however, if Developer or its successors and assigns develops the land described in Exhibit

A-1 and such development is not subject to this Declaration, prior to granting an easement for ingress and egress over the roadways within the Condominium Property, the Developer shall require that the beneficiaries of the easement contribute a prorata share of the cost of the maintenance for roadway easement the payment for which shall be enforceable by a lien right.

#### 21.2 Graphic Depiction of Improvements for Subsequent Phases.

The plot plan included in Exhibit C depicts the type of improvements as they are presently proposed to be constructed. The Developer reserves the right to move the location of the buildings, within a phase or between phases, to add or delete buildings, to add or delete Units, to add new unit types and to delete existing Unit types from Subsequent Phases. Provided, however, the total number of Units in the Condominium shall be no less than 16 units nor greater than 148 and the square footage contained within such Units shall be no less than 1000 square feet nor greater than 2500 square feet.

#### 21.3 Changes in Ownership of Common Elements and Expenses.

Upon the addition of either Subsequent Phases, the share of ownership of Common Elements and Expenses will decrease. The share of ownership for each Unit will be adjusted so that each Unit owns a share of the Common Elements and Common Surplus and bears an obligation to pay a share of the Common Expenses in the proportion for which the square footage of the Unit bears to the square footage of all Units in the Condominium.

#### 21.4 Additional Facilities.

Upon the addition of any of the Subsequent Phases, the Residential Buildings, appurtenant landscaped areas, sidewalks and roadways will be constructed. There are no additional recreational facilities for the Condominium to be constructed in connection with such Subsequent Phase.

#### 21.5 Voting Rights.

In the event that any Subsequent Phase is submitted to this Declaration, the Owner of each Unit shall be entitled to membership in the Association. Each Unit shall be entitled to one Voting Interest to cast in Association matters. The total number of Voting Interests shall equal the total number of Units.

#### 21.6 Time Share Estates.

There will be no time share estates in the Subsequent Phases.

#### 21.7 Indemnification.

Upon Developer's determination to construct a Subsequent Phase, Developer shall indemnify the existing Unit Owners and hold them harmless from any liens arising in connection with Developer's ownership and construction of improvements upon, the land being submitted to the Declaration. Developer further acknowledges that the construction of any Subsequent Phase shall not adversely affect the priority of the first mortgages on Units in the existing Condominium. All taxes, assessments, mechanic's liens and other charges affecting the existing land covering any period prior to the addition of the Subsequent Phases shall be paid or otherwise satisfactorily provided by the Developer.

## 21.8 Proviso.

Nothing contained herein shall be deemed to require the Developer to submit any or all the land contained in any Subsequent Phases or any portion thereof to condominium ownership under this Declaration nor to require that the Association be the entity responsible for its operation.

Nothing contained herein either in this Declaration or any term or provision hereof shall constitute a defect, encumbrance, a lien upon the title of any portion of the property described in Exhibit A-1. This Declaration and the exhibits attached hereto are intended only to reserve certain rights to the Developer and its successors or assigns as the owner of such property.

## 22. MISCELLANEOUS.

### 22.1 Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

### 22.2 Applicability of Declaration of Condominium.

All present or future owners, lessees, tenants, or any other person who might use the facilities of the Condominium Property in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

### 22.3 Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership, the Florida Condominium Act, as amended to the date hereof, is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

### 22.4 Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

### 22.5 Attorneys Fees and Costs.

In the event that the Association or any person authorized by this Declaration brings an action to enforce the provisions of this Declaration, the prevailing party shall be entitled to receive reasonable attorney's fees and costs.

22.6 Regulations of Stormwater Discharge.

Subject to any rights which the Developer may reserve pursuant to the provisions of Section 13.2 hereof, it is hereby specifically recognized and declared that in connection with the stormwater discharge facility constructed and operated on the Condominium Property the Association has the power to operate and maintain such stormwater management system and stormwater discharge facility as is approved by the Department of Environmental Regulation. Such stormwater management system and stormwater drainage facility shall serve all subsequent phases at such time as the phases are subjected to condominium ownership.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officer on the date set forth above.

Signed, sealed and delivered  
in the presence of:

*[Handwritten signatures]*

STOKES-O'STEEN COMMUNITIES, INC.

*[Signature]*  
Its President

"DEVELOPER"

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me  
this 13<sup>th</sup> day of October 19 86 by  
*[Signature]* President of  
Stokes-O'Steen Communities, Inc., a Florida corporation on be-  
half of the corporation.



*[Signature]*  
Notary Public, State of Florida

CONSENT AND JOINDER OF MORTGAGEE

Barnett Bank of Jacksonville, N. A. ("Barnett Mortgagee") is the holder of that certain Mortgage ("Mortgage") recorded in the public records of St. Johns County, Florida in Official Records Book 690, at Page 1235 and Financing Statement recorded in Official Records Book 690, page 1256 ("Financing Statement"). Mortgagee is further holder and assignee of that certain mortgage made by Stokes-O'Steen Communities, Inc. to Camachee Cove Yacht Harbor, Inc. recorded in Official Records Book 690, page 1260 of the public records of St. Johns County, Florida which mortgage was assigned to Mortgagee by that certain Assignment of Mortgage recorded in Official Records Book 690, page 1290 of the public records of St. Johns County, Florida ("Yacht Harbor Mortgage") joins in this Declaration of Condominium of Harbour Pointe at Camachee Island, A Condominium dated October 13, 1986, to evidence its consent to the provisions hereof and its intent that its security interests be subordinated hereto. Mortgagee hereby agrees that the security interests evidenced by the Barnett Mortgage, the Financing Statement and Yacht Harbor Mortgage are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered  
in the presence of:

Debra D. Savage  
Linda Ruff

BARNETT BANK OF JACKSONVILLE, N.A.

Jerry E. Pate  
its VICE President  
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 1986, by Jerry E. Pate as Vice President of Barnett Bank of Jacksonville, N. A., a national banking association, on behalf of the bank.

Linda S. Ruff  
Notary Public, State of  
Florida

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 9, 1988



LEGAL DESCRIPTION  
HARBOUR POINTE AT CAMACHEE ISLAND,  
A CONDOMINIUM  
(Phase 1)

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, 53.18 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, 24.80 feet to the point of tangency of said curve; thence South 68°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, 86.85 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, 42.55 feet; thence South 82°56'01" West, 7.97 feet; thence South 69°05'50" West, 107.25 feet to the POINT OF BEGINNING.

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, 53.18 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, 188.37 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, 33.83 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 68°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 185.0 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.

TOGETHER WITH: a perpetual non-exclusive easement for ingress over Parcel I and Parcel II and Parcel D  
EASEMENT FOR INGRESS AND EGRESS-PARCEL I :

A part of Government Lot 2, Section 8, together with a part of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at an old red cedar post marking the Southwest corner of Government Lot 3, Section 5, Township 7 South, Range 30 East; thence North 21°03'00" West, 5.21 feet; thence North 74°00'42" East, 26.01 feet to the POINT OF BEGINNING; thence North 55°30'42" East, 66.00 feet; thence South 27°36'20" East, 120.99 feet; thence South 34°29'18" East, 100.00 feet, to a point of curvature; thence along and around a curve leading Southeasterly, said curve being concave Southwesterly and having a radius of 125.31 feet, and an arc length of 45.18 feet, said arc being subtended by a chord bearing and distance of South 24°09'48" East, 44.92 feet, to a point of tangency; thence South 13°50'18" East, 237.46 feet; thence South 19°02'10" East, 245.44 feet; thence South 22°05'39" East, 261.48 feet, to the Northwestern right-of-way line of State Road 1A; thence South 48°31'00" West along said Northwestern right-of-way line, 50.00 feet; thence North 20°37'05" West, 280.29 feet; thence North 19°02'10" West, 247.25 feet; thence North 13°50'18" West, 239.28 feet, to a point of curvature; thence around and along a curve leading Northwesterly, said curve being concave Southwesterly and having a radius of 85.31 feet, and an arc length of 30.75 feet, said arc being subtended by a chord bearing and distance of North 24°09'48" West, 30.58 feet, to a point of tangency; thence North 34°29'18" West, 100.00 feet; thence North 39°57'25" West, 120.67 feet, to the POINT OF BEGINNING.

Containing 1.061 acres, more or less.

TOGETHER WITH:

EASEMENT FOR INGRESS AND EGRESS - PARCEL II

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, 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 three 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, 20.93 feet; thence South 74°00'42" West, 130.00 feet; thence South 15°59'18" East, 25.00 feet, to the POINT OF BEGINNING; thence South 55°30'42" West, 66.00 feet; thence North 28°58'52" West, 94.47 feet; thence North 19°48'44" West, 48.88 feet; thence North 08°22'43" West, 53.67 feet; thence North 14°36'12" West, 204.32 feet, to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Easterly and having a radius of 326.44 feet, an arc distance of 179.60 feet, said arc being subtended by a chord bearing and distance of North 01°09'29" East, 177.34 feet, to the point of compound curvature of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve an arc distance of 80.13 feet, said arc being subtended by a chord bearing and distance of North 28°41'30" East, 79.57 feet; thence North 24°04'14" West, 96.27 feet; thence North 24°59'36" East, 39.71 feet; thence South 24°04'14" East, 110.93 feet, to an intersection of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve, an arc distance of 178.41 feet, said arc being subtended by a chord bearing and distance of North 76°06'39" East, 172.25 feet; thence South 02°27'58" East, 31.23 feet, to an intersection of a curve concave Southeasterly and having a radius of 165.00 feet; thence along and around the arc of said curve, an arc distance of 253.91 feet, said arc being subtended by a chord bearing and distance of South 61°00'16" West, 229.59 feet, to the point of compound curvature of a curve concave Easterly and having a radius of 296.44 feet, an arc distance of 163.09 feet, said arc being subtended by a chord bearing and distance of South 01°09'29" West, 161.05 feet, to the point of tangency of said curve; thence South 14°36'12" East, 105.00 feet; thence South 20°13'55" East, 186.99 feet; thence South 37°34'30" East, 91.60 feet, to the POINT OF BEGINNING.

Containing 33,003 square feet, more or less, or 0.758 acres, more or less.

**HARBOR POINTE AT CAMACHEE ISLAND**  
 A CONDOMINIUM  
 ST. JOHNS COUNTY, FLORIDA.

EXHIBIT

A  
 SHEET 2

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°59'12" West, 117.93 feet; Course No. 4: North 26°11'49" West, 64.00 feet; Course No. 5: North 06°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 24.97 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.

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

Together with an easement for pedestrian ingress and egress over the following described tract:

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.

SUBJECT TO:

1. Covenants and restrictions recorded in Official Records Book 690, page 1229 of the public records of St. Johns County, Florida.
2. Covenants for Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida.
3. Declaration of Easement and Use and Maintenance Agreement recorded in Official Records Book 559, page 388 of the public records of St. Johns County, Florida.
4. Covenants, Conditions and Restrictions of Record.

EXHIBIT A-1SUBSEQUENT PHASES

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 eight courses and distances; Course No. 1: North 17°52'32" West, 36.70 feet; Course No. 2: North 22°47'58" West, 60.56; 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; Course No. 8: North 69°05'50" East, 120.72 feet to the POINT OF BEGINNING; thence North 04°05'50" East, 158.0 feet to 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; thence North 27°24'36" East, 54.20 feet; thence North 22°05'22" East, 127.53 feet; thence North 21°12'26" West, 111.54 feet; thence South 81°16'42" West, 33.63 feet; thence South 54°45'20" West, 43.02 feet; thence South 62°17'50" West, 24.20 feet; thence South 27°24'34" West, 43.23 feet; thence South 69°04'54" West, 40.2 feet to a point hereinafter referred to as Reference Point "A"; thence return to said Point of Beginning; thence continuing along the landward edge of the said existing concrete bulkhead, run the following ten courses and distance; Course No. 1: North 82°56'01" East, 132.17 feet; Course No. 2: South 80°17'48" East, 81.50 feet; Course No. 3: South 60°21'00" East, 60.86 feet; Course No. 4: South 41°10'13" East, 60.73 feet; Course No. 5: South 31°21'59" East, 20.25 feet; Course No. 6: South 27°58'02" East, 40.16 feet; Course No. 7: South 34°06'33" East, 119.79 feet; Course No. 8: South 42°35'57" East, 60.42 feet; Course No. 9: South 56°18'03" East, 55.62 feet; Course No. 10: South 65°41'27" East, 40 feet, more or less to the Mean High Water Line of the marshes of the North River; thence Northeasterly, Northwesterly, Southeasterly and Southwesterly along the meanderings of the said Mean High Water Line of the marshes of the North River, 2780 feet, more or less to a line which bears North 02°27'58" West, 85 feet, more or less, from the aforesaid Reference Point "A"; thence South 02°27'58" East, 85 feet, more or less, to said Reference Point "A" and to close.

## Containing:

4.51 Acres + between Mean High Water Line & D.E.R. Line  
 4.80 Acres ± within D.E.R. Lines  
9.81 Net

The foregoing legal description describes the total remaining property in Camachee Island. The Department of Environmental Regulation has established certain jurisdictional lines and the actual area of development will be somewhat less land.

## EXHIBIT B

## HARBOUR POINTE AT CAMAMCHEE ISLAND, A CONDOMINIUM

PERCENTAGE SHARE OF  
COMMON ELEMENTS, COMMON SURPLUS, AND COMMON EXPENSES

Each Unit in Phase I is hereby granted the following percentage share of ownership of Common Expenses, Common Surplus, and Common Expenses which is computed upon the relation between the square footage of the Unit and the total square footage of all the Units subject to the Declaration:

UNIT NO.	PERCENT SHARE	NO. OF UNITS	TOTAL OF SHARES
501, 505, 604, 608	.0735	4	.2940
504, 508, 601, 605	.0631	4	.2524
502, 503, 506, 507, 602, 603, 606, 607	.0567	8	<u>.4536</u> 1.0000

upon the addition of a Subsequent Phase, a similiar computation using the square footage of the Units and the total square footage of all the Units shall be made and set forth in the Amendment subjecting the phase.



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°15'26" 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 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.

EXHIBIT C  
SHEET 1

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

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, 80.58 feet; Course No. 3: North 27°59'18" West, 117.93 feet; Course No. 4: North 28°11'49" West, 84.00 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, 188.37 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 646.65 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 68°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, 80.58 feet; Course No. 3: North 27°59'18" West, 117.93 feet; Course No. 4: North 28°11'49" West, 84.00 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 59°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.

**HARBOUR POINTE AT CAMACHEE ISLAND I**

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

EXHIBIT

SHEET 2

TOGETHER WITH:  
EASEMENT FOR INGRESS AND EGRESS-PARCEL I:

A part of Government Lot 2, Section 8, together with a part of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at an old red cedar post marking the Southwest corner of Government Lot 3, Section 5, Township 7 South, Range 30 East; thence North 21°03'00" West, 5.21 feet; thence North 74°00'42" East, 26.01 feet to the POINT OF BEGINNING; thence North 55°30'42" East, 66.00 feet; thence South 27°36'20" East, 120.99 feet; thence South 34°29'18" East, 100.00 feet, to a point of curvature; thence along and around a curve leading Southeasterly, said curve being concave Southwesterly and having a radius of 125.31 feet, and an arc length of 45.18 feet, said arc being subtended by a chord bearing and distance of South 24°09'48" East, 44.92 feet, to a point of tangency; thence South 13°50'18" East, 237.46 feet; thence South 19°02'10" East, 245.44 feet; thence South 22°05'39" East, 261.48 feet, to the Northwestern right-of-way line of State Road 1A; thence South 48°31'00" West along said Northwestern right-of-way line, 50.00 feet; thence North 20°37'05" West, 280.29 feet; thence North 19°02'10" West, 247.25 feet; thence North 13°50'18" West, 239.28 feet, to a point of curvature; thence around and along a curve leading Northwesterly, said curve being concave Southwesterly and having a radius of 85.31 feet, and an arc length of 30.75 feet, said arc being subtended by a chord bearing and distance of North 24°09'48" West, 30.58 feet, to a point of tangency; thence North 34°29'18" West, 100.00 feet; thence North 39°57'25" West, 120.67 feet, to the POINT OF BEGINNING.

Containing 1.061 acres, more or less.

TOGETHER WITH:

EASEMENT FOR INGRESS AND EGRESS - PARCEL II

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, 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 three 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, 20.93 feet; thence South 74°00'42" West, 130.00 feet; thence South 15°59'18" East, 25.00 feet, to the POINT OF BEGINNING; thence South 55°30'42" West, 66.00 feet; thence North 28°58'52" West, 94.47 feet; thence North 19°48'44" West, 48.88 feet; thence North 09°22'43" West, 53.67 feet; thence North 14°36'12" West, 204.32 feet, to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Easterly and having a radius of 326.44 feet, an arc distance of 179.60 feet, said arc being subtended by a chord bearing and distance of North 01°09'29" East, 177.34 feet, to the point of compound curvature of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve an arc distance of 80.13 feet, said arc being subtended by a chord bearing and distance of North 28°41'30" East, 79.57 feet; thence North 24°04'14" West, 96.27 feet; thence North 24°59'36" East, 19.71 feet; thence South 24°04'14" East, 110.93 feet, to an intersection of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve, an arc distance of 178.41 feet, said arc being subtended by a chord bearing and distance of North 76°06'39" East, 172.25 feet; thence South 02°27'58" East, 31.23 feet, to an intersection of a curve concave Southeasterly and having a radius of 165.00 feet; thence along and around the arc of said curve, an arc distance of 253.91 feet, said arc being subtended by a chord bearing and distance of South 61°00'16" West, 229.59 feet, to the point of compound curvature of a curve concave Easterly and having a radius of 296.44 feet, an arc distance of 163.09 feet, said arc being subtended by a chord bearing and distance of South 01°09'29" West, 161.05 feet, to the point of tangency of said curve; thence South 14°36'12" East, 105.00 feet; thence South 20°13'55" East, 186.99 feet; thence South 37°34'30" East, 91.60 feet, to the POINT OF BEGINNING.

Containing 33,003 square feet, more or less, or 0.758 acres, more or less.

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

EXHIBIT

SHEET 3

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

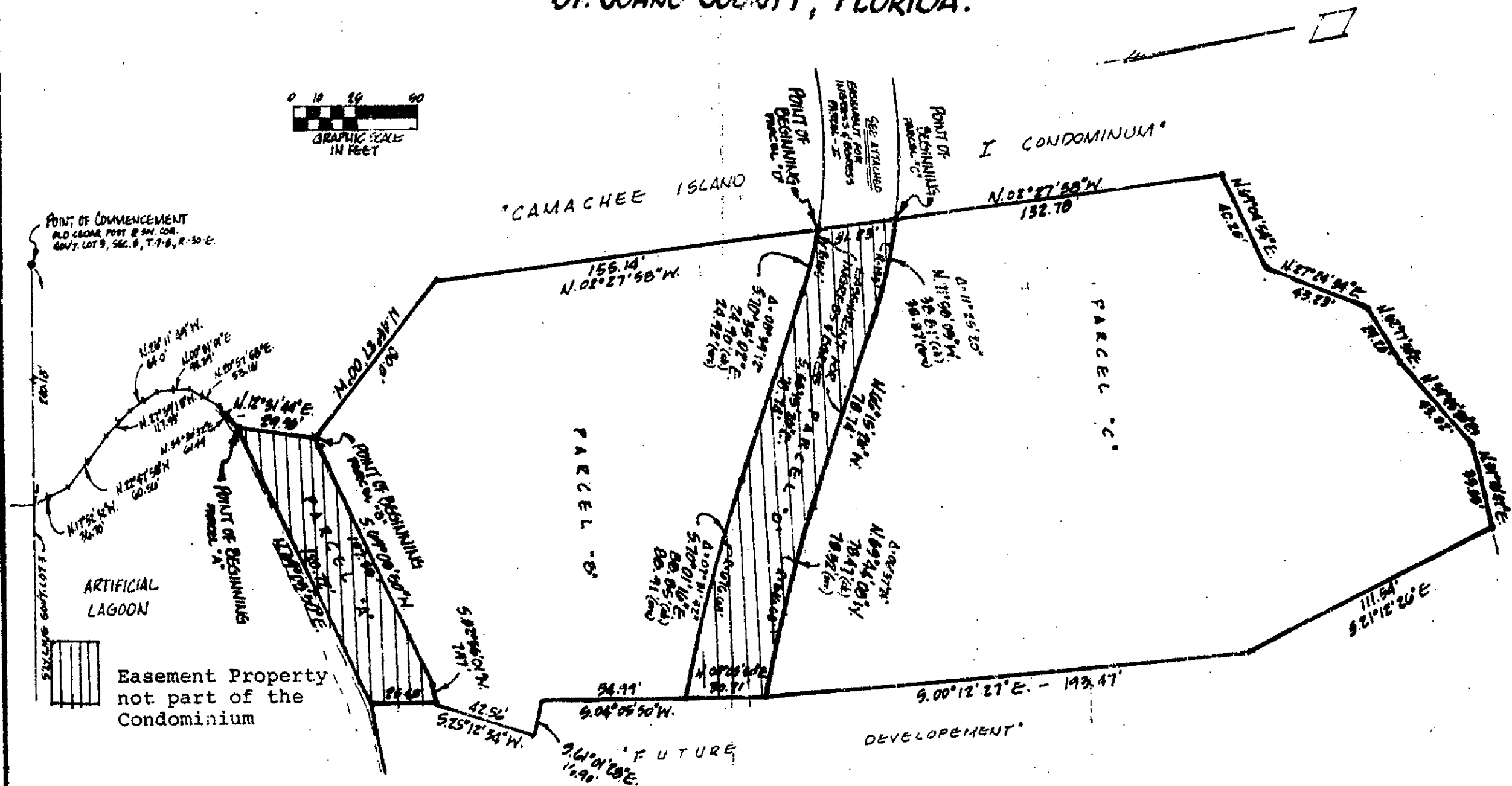
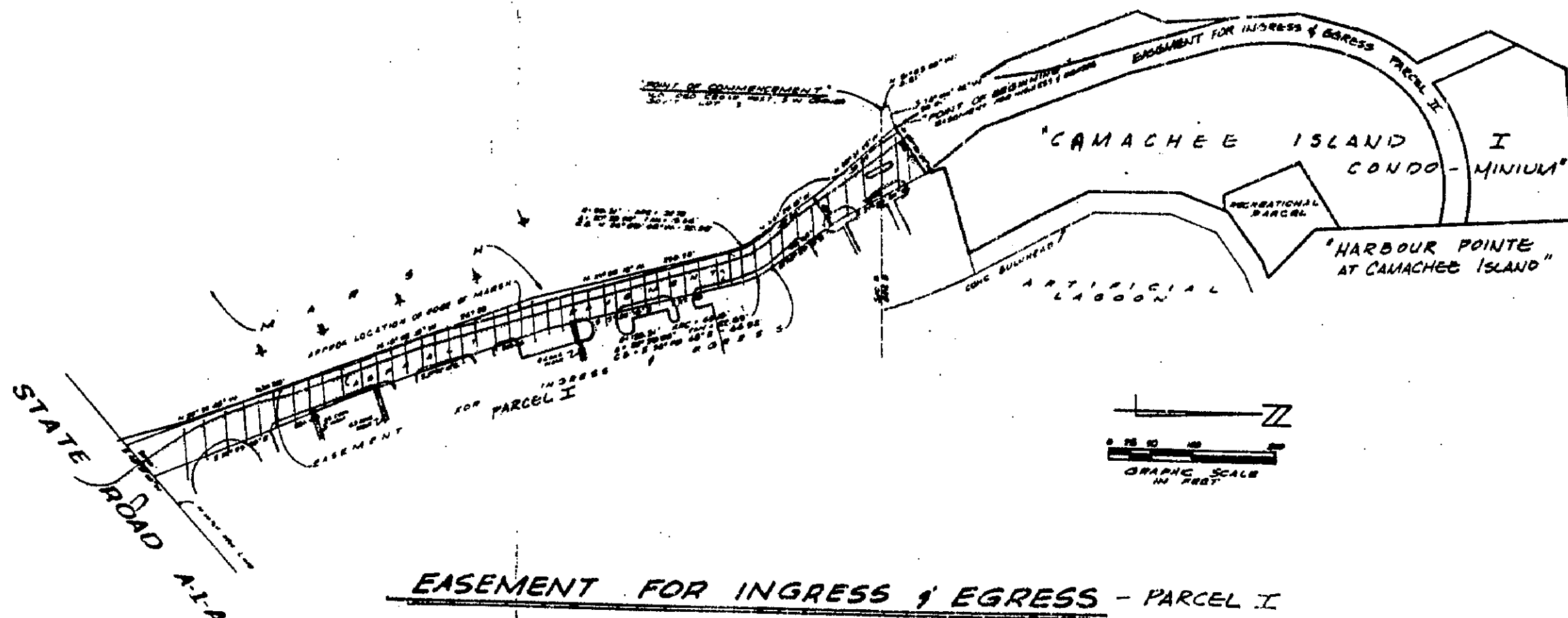


EXHIBIT C SHEET 4

# HARBOUR POINTE AT CAMACHEE ISLAND

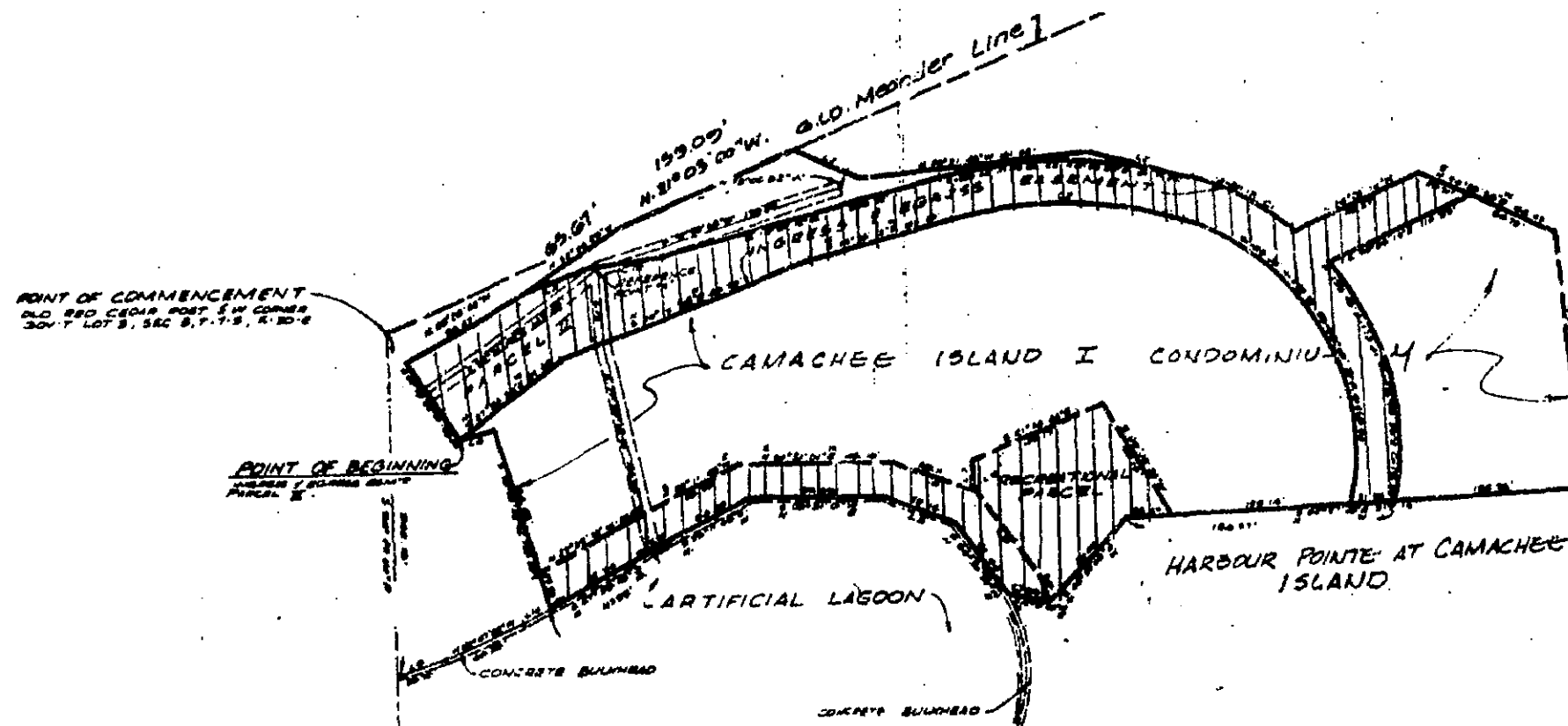
A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



O.R. 721 PG 0411

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



LINE	BEARING	DISTANCE	AREA
1	N 89° 05' 00\"	159.09'	40.95
2	S 89° 05' 00\"	159.09'	40.95
3	N 89° 05' 00\"	159.09'	40.95
4	S 89° 05' 00\"	159.09'	40.95
5	N 89° 05' 00\"	159.09'	40.95
6	S 89° 05' 00\"	159.09'	40.95
7	N 89° 05' 00\"	159.09'	40.95
8	S 89° 05' 00\"	159.09'	40.95
9	N 89° 05' 00\"	159.09'	40.95
10	S 89° 05' 00\"	159.09'	40.95
11	N 89° 05' 00\"	159.09'	40.95
12	S 89° 05' 00\"	159.09'	40.95
13	N 89° 05' 00\"	159.09'	40.95
14	S 89° 05' 00\"	159.09'	40.95
15	N 89° 05' 00\"	159.09'	40.95
16	S 89° 05' 00\"	159.09'	40.95

LINE	BEARING	DISTANCE	AREA
1	N 89° 05' 00\"	159.09'	40.95
2	S 89° 05' 00\"	159.09'	40.95

NOTES:  
1. S denotes iron pipe.  
2. L & P denotes tabulated line data.  
3. C & S denotes tabulated curve data.  
4. Unmarked marsh lands, if any, were not located.  
Bearings based on surveys by Northeast Florida Surveyors, Inc.

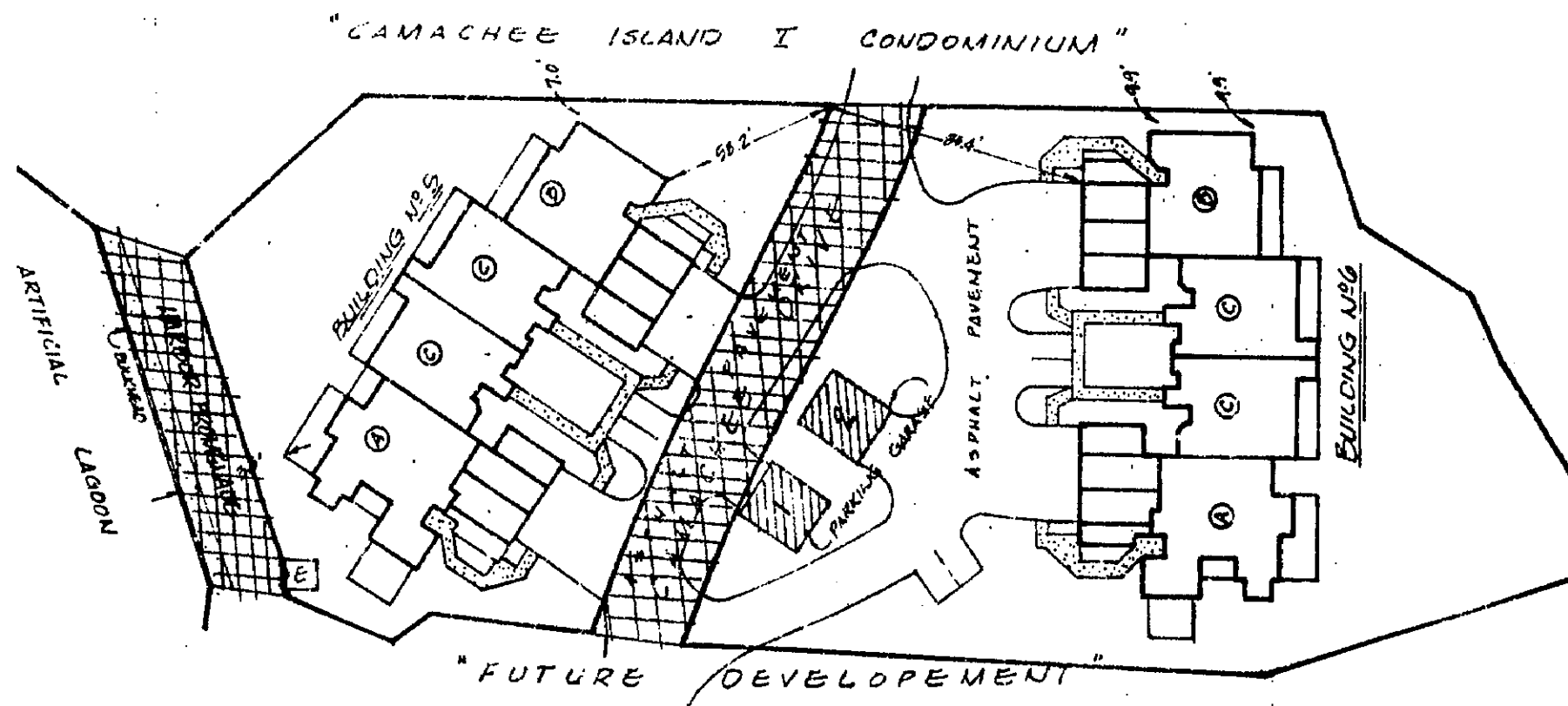
EASEMENT FOR INGRESS & EGRESS - PARCEL II

PREPARED BY:  
Clary, Miller & Associates, Inc.  
3110 DeSalvo Road  
Jacksonville, Florida 32216  
(904) 642-1144



# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



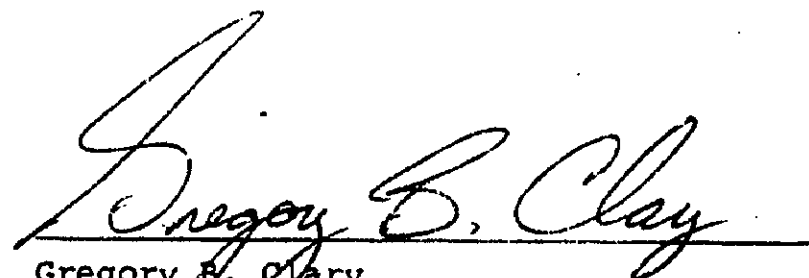
Notes:

1. All improvements are complete.
2. Only Parcel B and C are part of the Condominium. Camachee Drive is owned by the Master Association and the Harbour Promenade is owned by Camachee Cove Yacht Harbor, Inc. both are subject to use rights pursuant to the Use and Access Agreement.
3. For more details as to the common and limited common elements and elevations, see Exhibit D.
4. Ingress and egress is more clearly depicted on pages 5 and 6 of Exhibit C.
5. Parking is provided for in the garages.

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

This is to certify that, in accordance with the provisions of Section 718.104 (4)(e), Florida Statutes, that the construction of the improvements as described are substantially complete so that the material, together with the provisions of the Declaration of Condominium of Harbour Pointe at Camachee Island I, A Condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Signed this 4th day of October, 1986.

  
Gregory B. Clary  
Registered Land Surveyor No. 3377  
State of Florida





PREPARED BY:

Clary, Miller & Associates, Inc.  
4041 Sunbeam Road  
Jacksonville, FL 32217  
904/733-8119

# HARBOUR POINTE AT CAMACHEE ISLAND

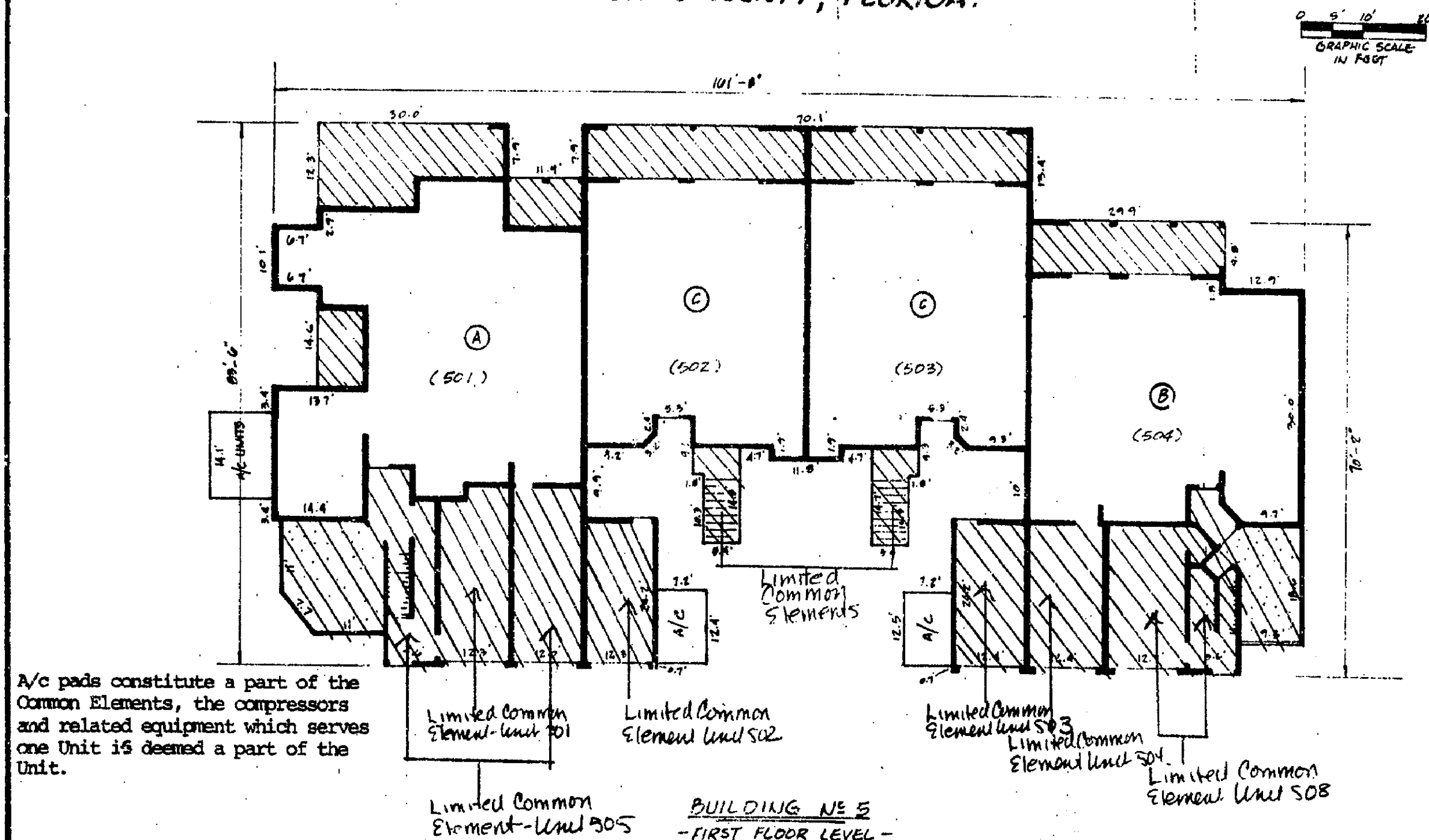
A CONDOMINIUM  
ST. JOHN'S COUNTY, FLORIDA.

## GENERAL NOTES:

1. P Denotes unassigned parking.
2.  Denotes limited common area.
3.  Denotes common area not a part of unit.
4. (501) Denotes unit number.
5. (A) Denotes unit type.
6. 5 Denotes building number.
7. Those ceilings elevations referred to hereon are the elevations of a horizontal plane projected across the condominium unit; however, those units having cathedral type ceilings, the space above this horizontal plane and below the underside of the finish surface of the vaulted ceiling is a part of the condominium unit.
8. Interior walls as shown herein maybe altered from locations shown in accordance with individual unit owners preference.
9. IMPROVEMENTS SHOWN ARE AS-BUILT.

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

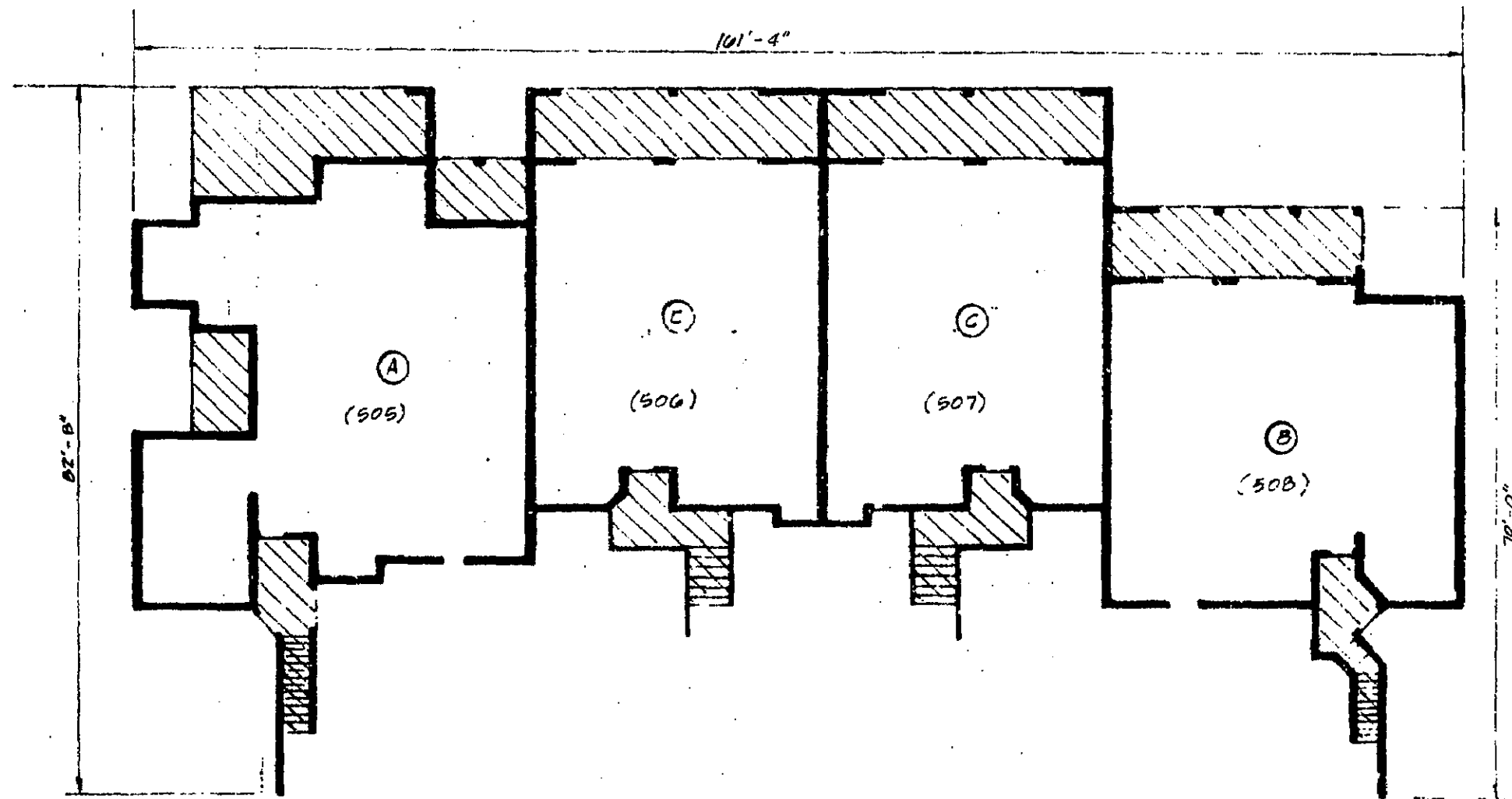


O.R. 721 PG 0416

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

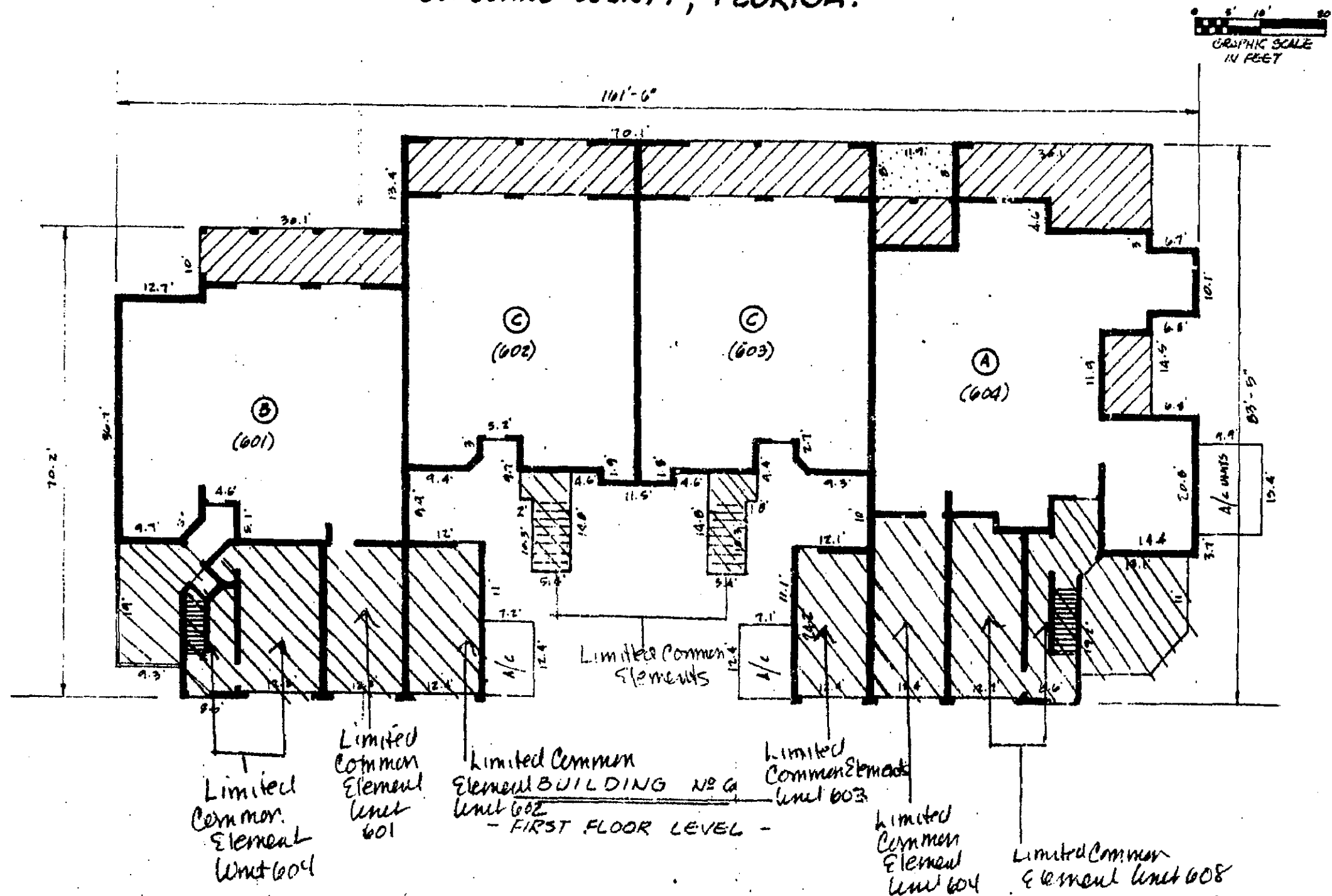
0 5' 10' 20'  
GRAPHIC SCALE  
IN FEET



BUILDING No 5  
- SECOND FLOOR LEVEL -

HARBOUR POINTE AT CAMACHEE ISLAND.

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



EX-117

D

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

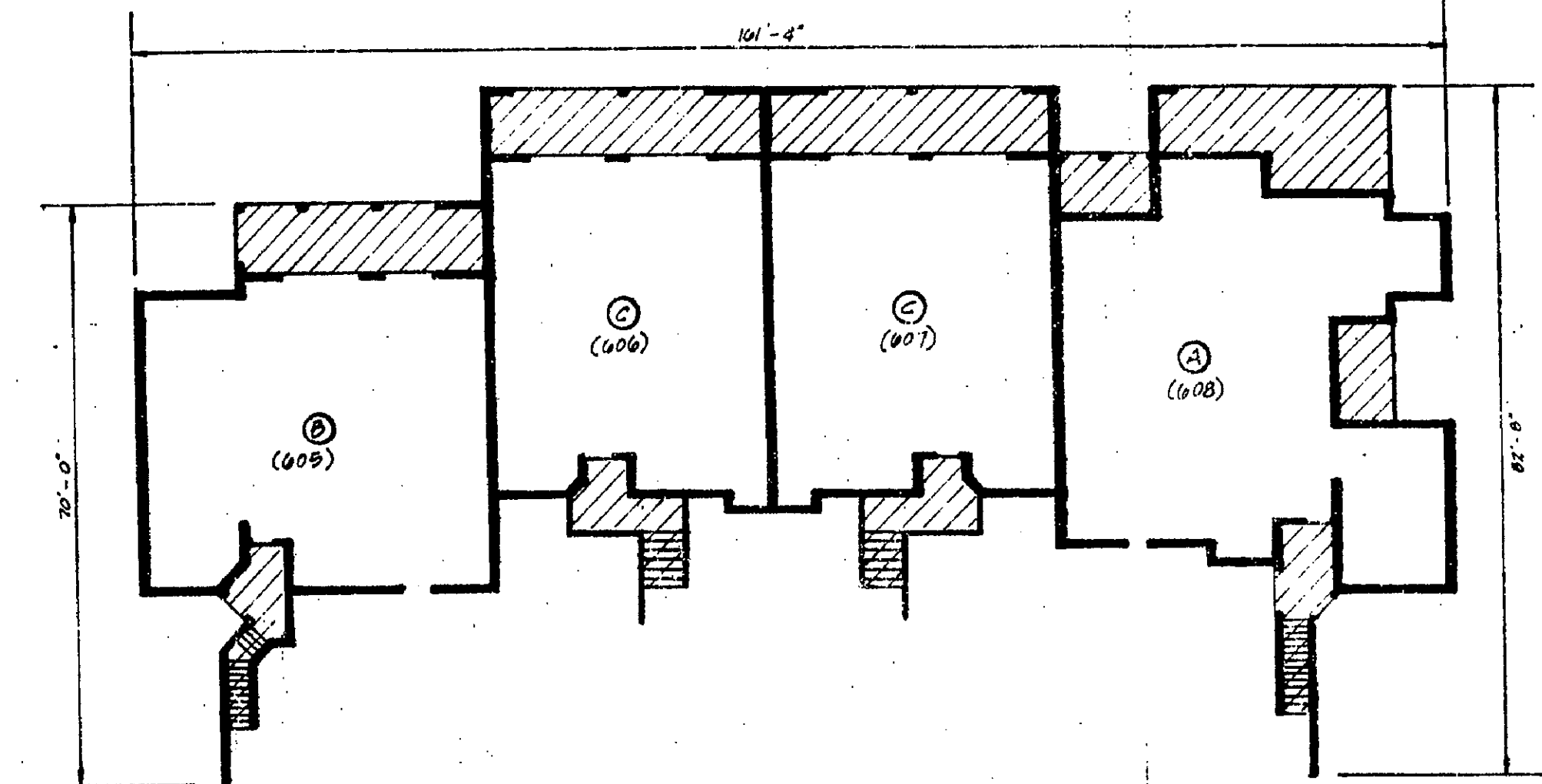
4



# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

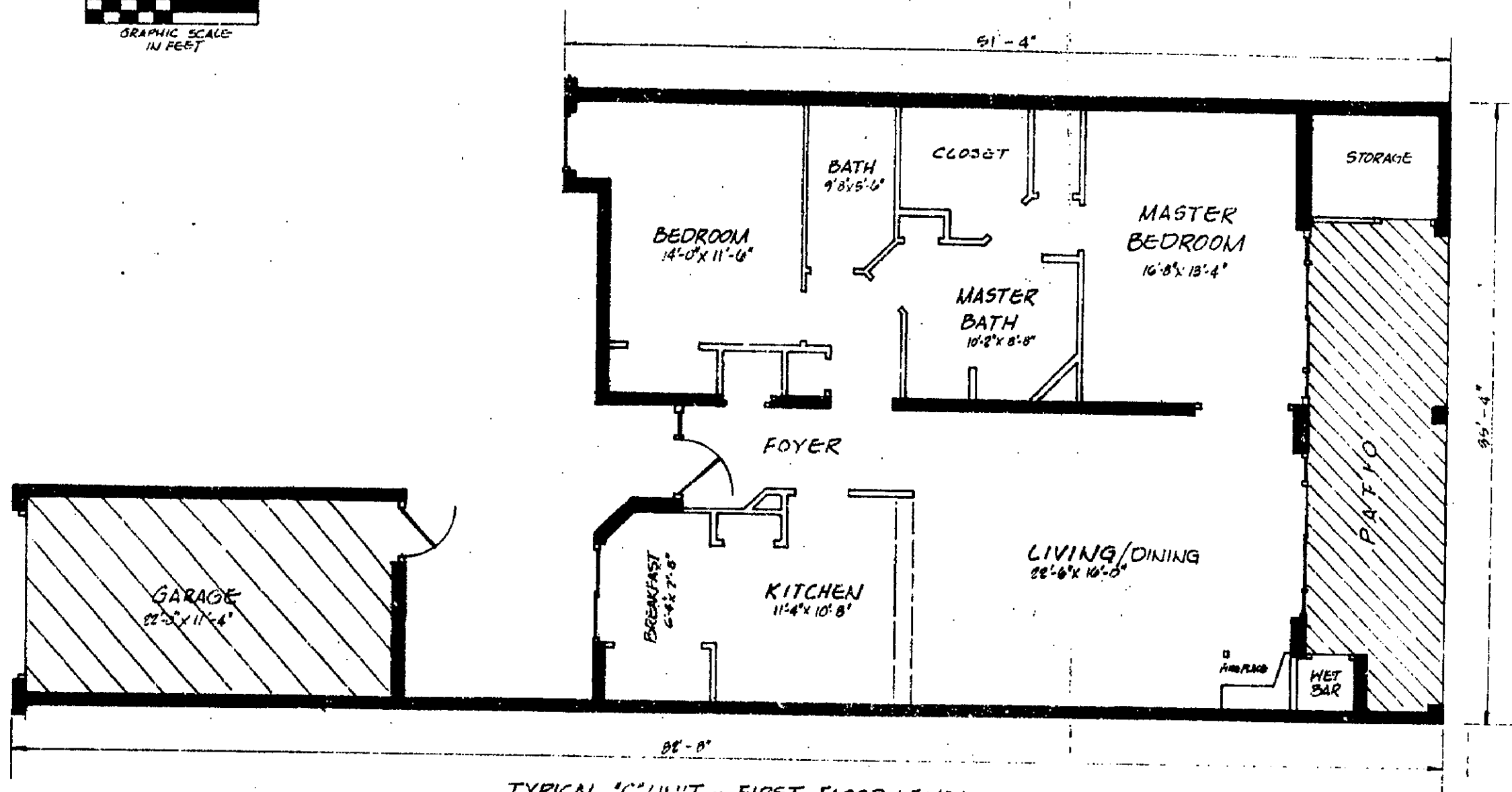
0 5' 10' 20'  
GRAPHIC SCALE  
IN FEET



BUILDING No 6  
— SECOND FLOOR LEVEL —

# HARBOUR POINTE AT CAMACHEE ISLAND

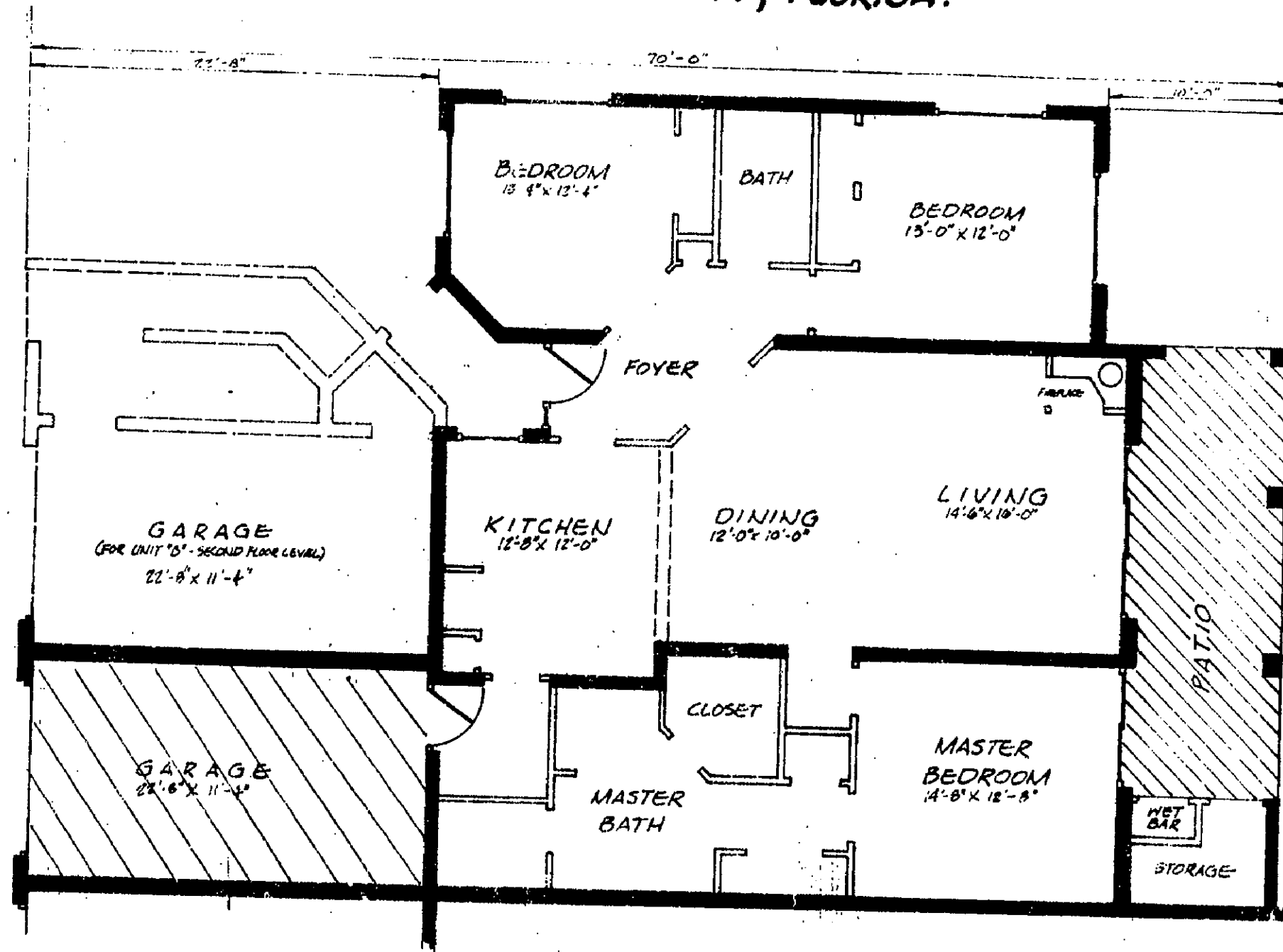
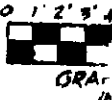
A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



TYPICAL 'C' UNIT - FIRST FLOOR LEVEL

# HARBOUR POINTE AT CAMACHEE ISLAND

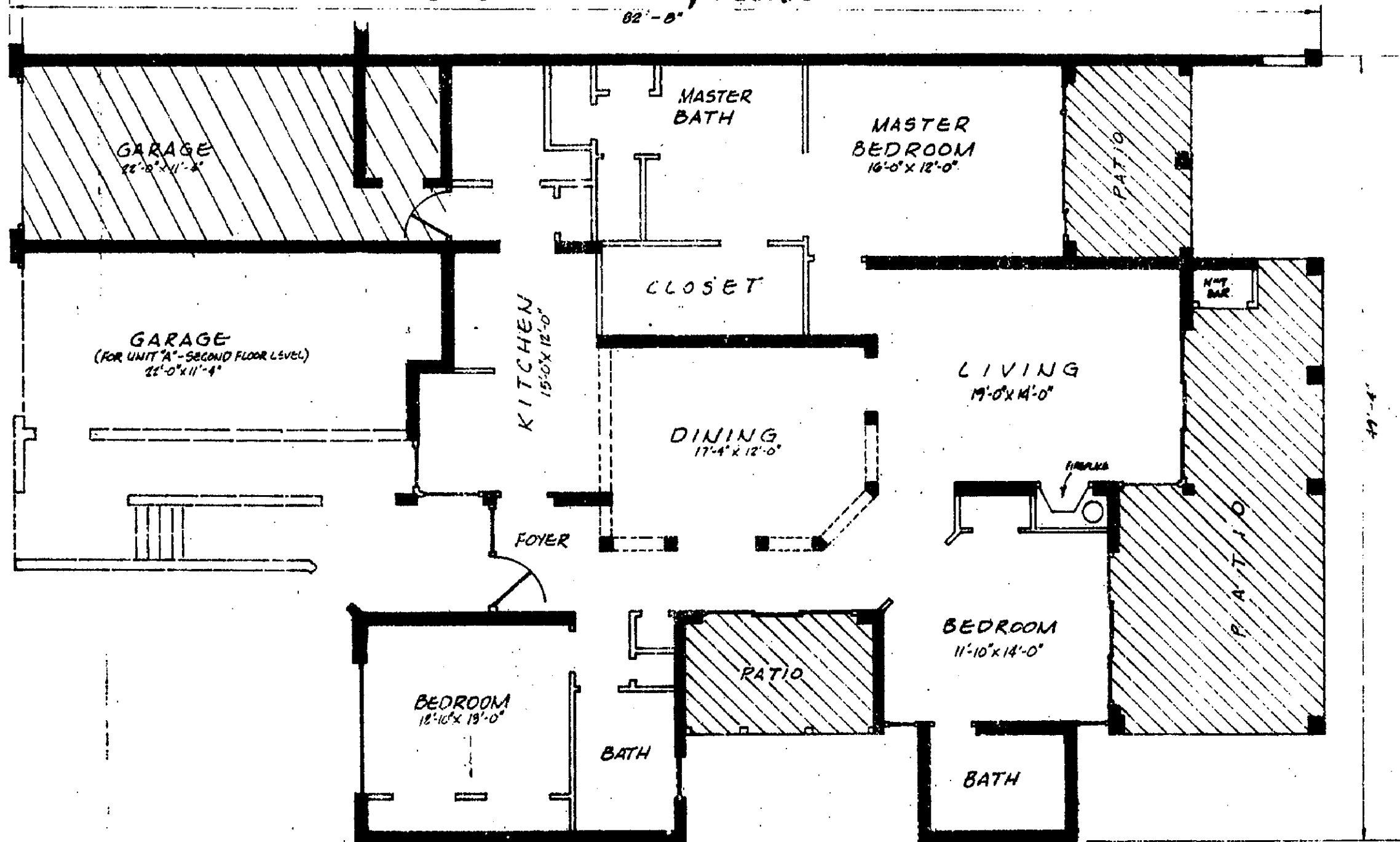
A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



TYPICAL "B" UNIT - FIRST FLOOR LEVEL

# HARBOUR POINTE AT CAMACHEE ISLAND

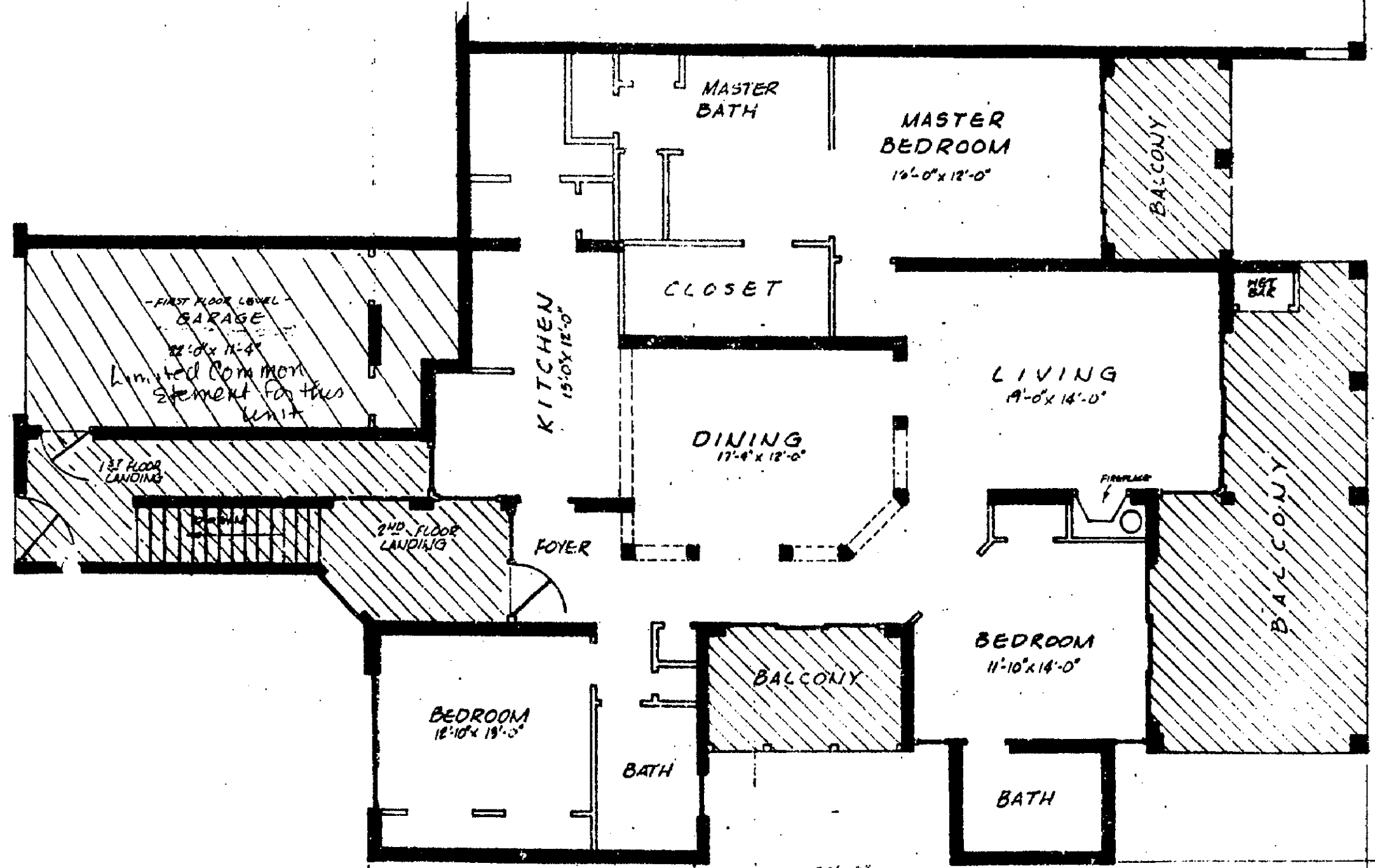
A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



TYPICAL "A" UNIT - FIRST FLOOR LEVEL

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

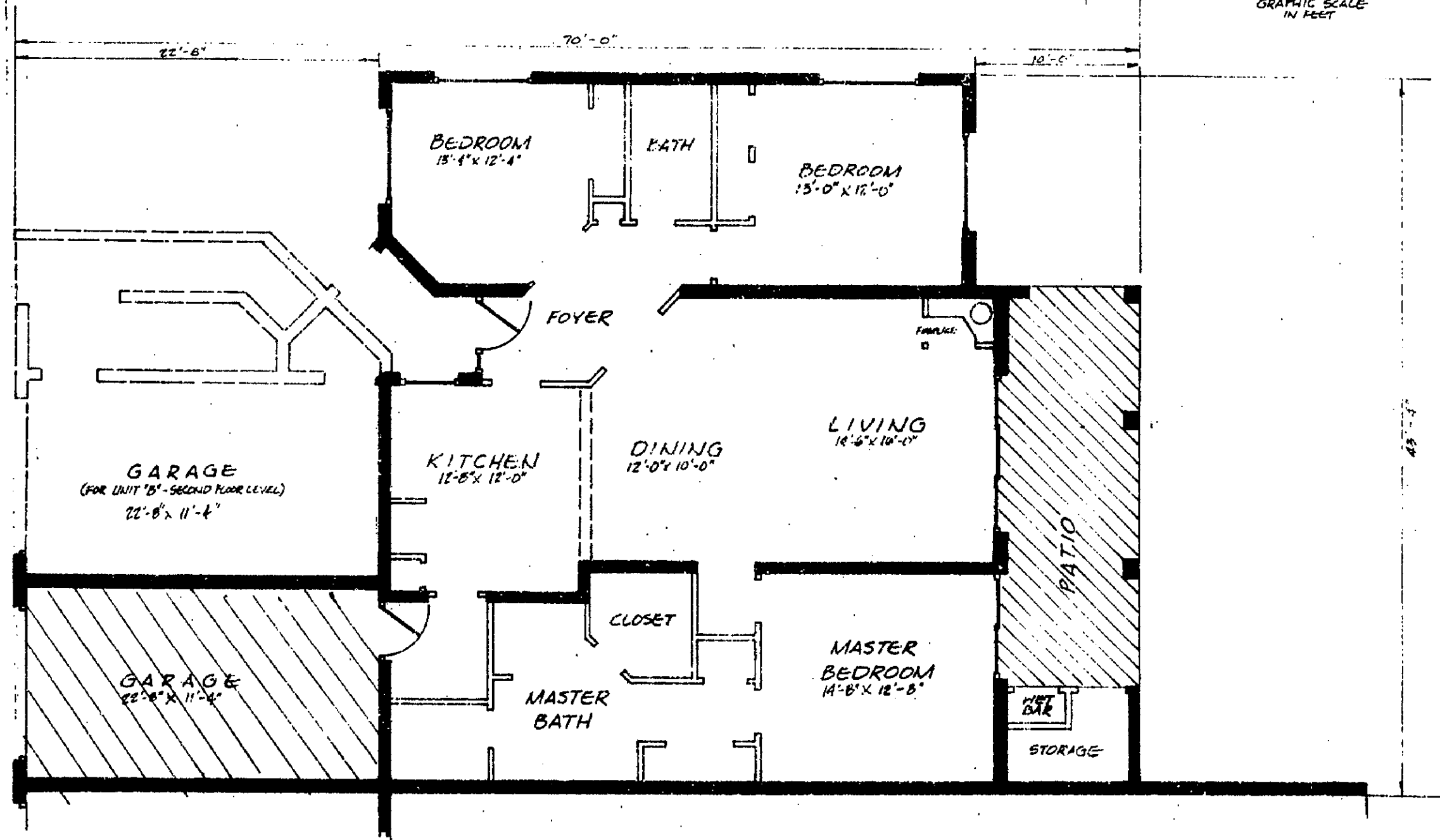


TYPICAL "A" UNIT - SECOND FLOOR LEVEL

EXHIBIT D

# HARBOUR POINTE AT CAMACHEE ISLAND

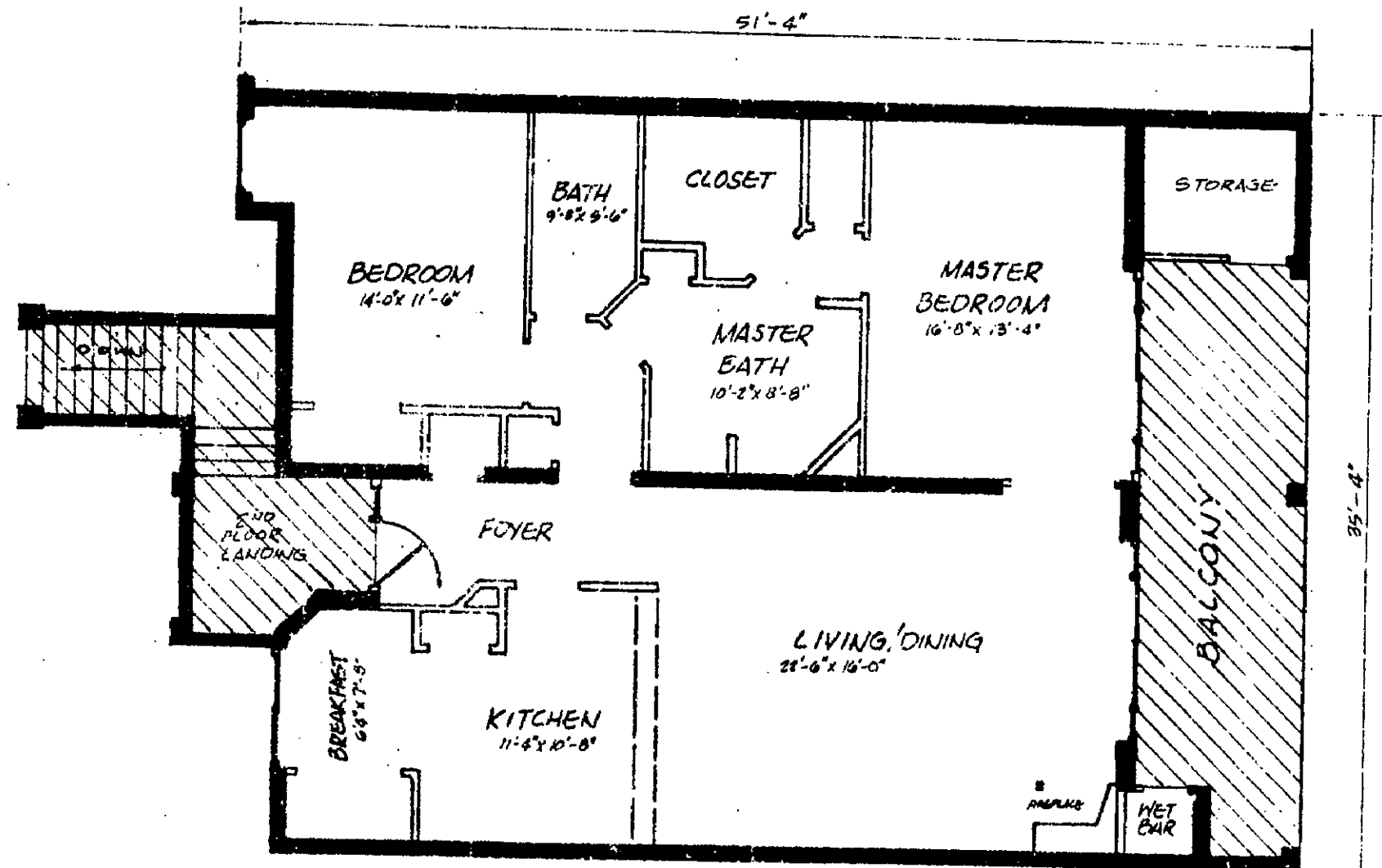
A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.



TYPICAL "B" UNIT - FIRST FLOOR LEVEL

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHNS COUNTY, FLORIDA.

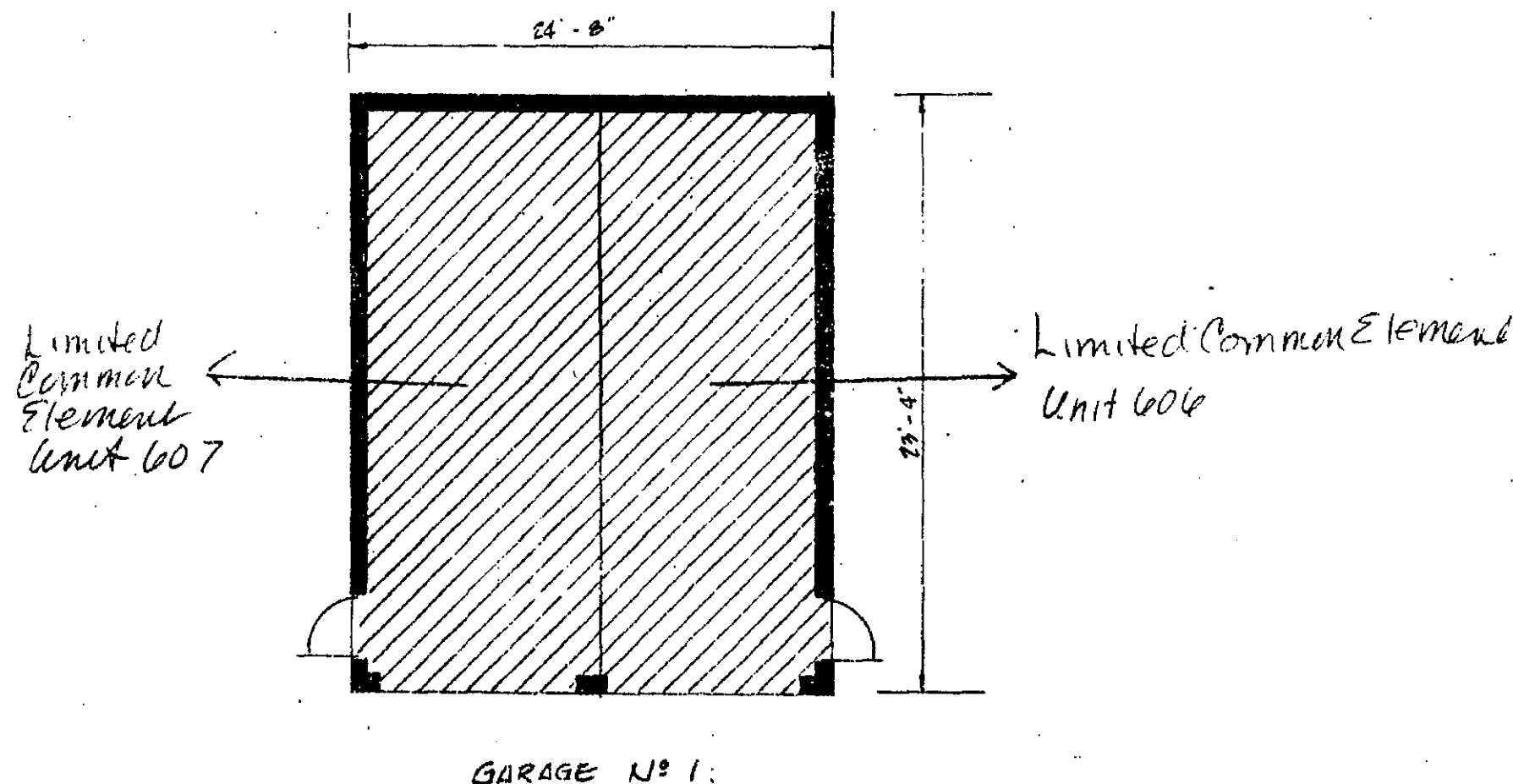


TYPICAL "C" UNIT - SECOND FLOOR LEVEL

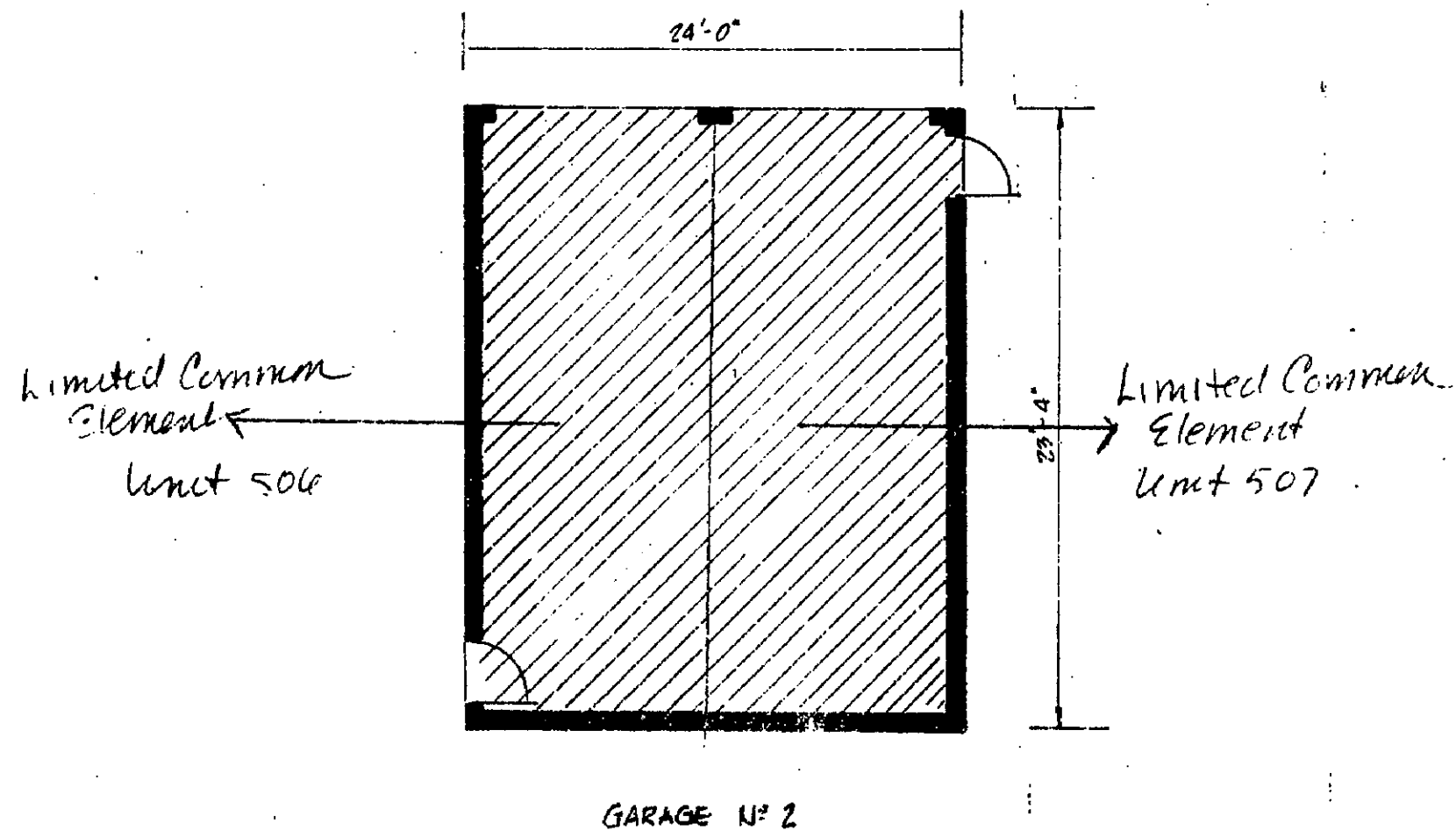


O.R. 721 PG 0425

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



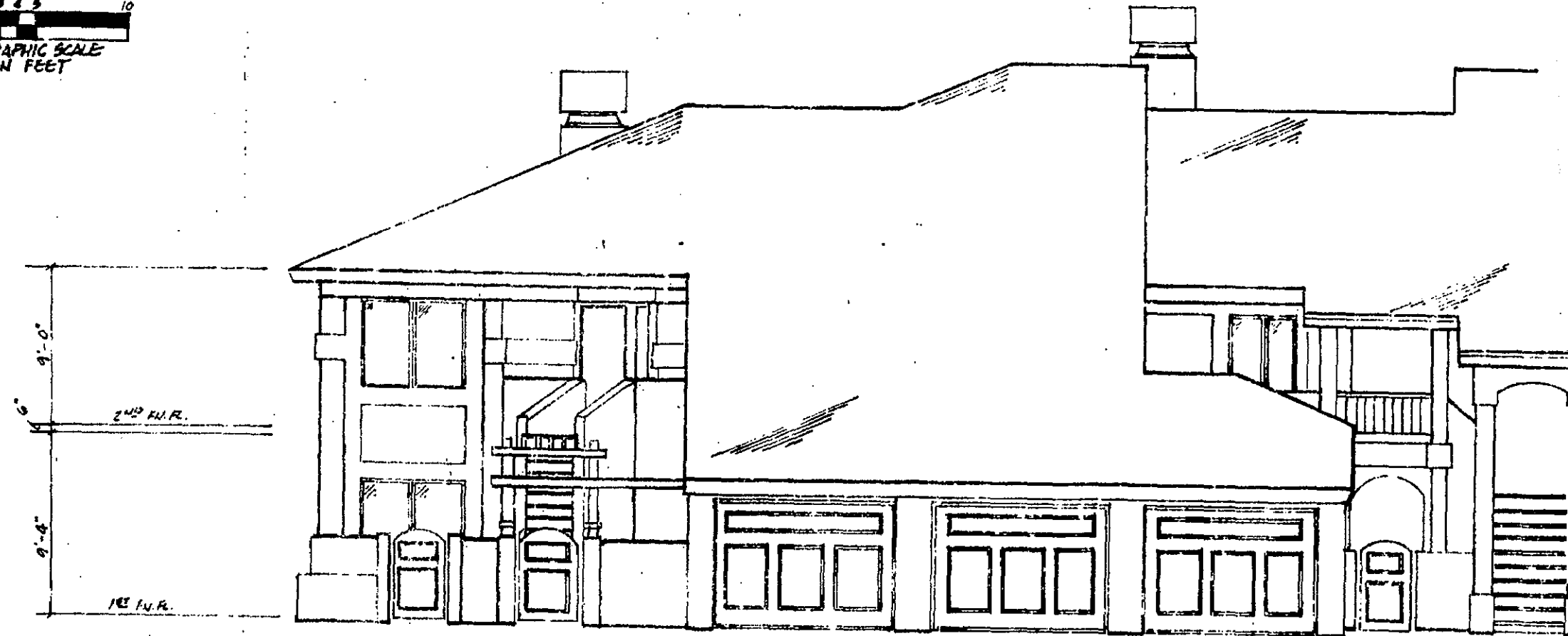
**HARBOUR POINTE AT CAMACHEE ISLAND I**  
A CONDOMINIUM  
ST. JOHN'S COUNTY, FLORIDA.



O.R. 721 PG 0427

# HARBOUR POINTE AT CAMACHEE ISLAND

A CONDOMINIUM  
ST. JOHN'S COUNTY, FLORIDA.



TYPICAL ELEVATION VIEW

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

## ELEVATION TABULATION

| <u>Building</u> | <u>Unit</u> | <u>Floor</u> | <u>Ceiling</u> |
|-----------------|-------------|--------------|----------------|
| 5               | 501         | 9.95         | 19.27          |
| 5               | 502         | 9.95         | 19.27          |
| 5               | 503         | 9.95         | 19.27          |
| 5               | 504         | 9.95         | 19.27          |
| 5               | 505         | 19.77        | 29.09          |
| 5               | 506         | 19.77        | 29.09          |
| 5               | 507         | 19.77        | 29.09          |
| 5               | 508         | 19.77        | 29.09          |
| 6               | 601         | 10.00        | 19.35          |
| 6               | 602         | 10.00        | 19.35          |
| 6               | 603         | 10.00        | 19.35          |
| 6               | 604         | 10.00        | 19.35          |
| 6               | 605         | 19.85        | 29.20          |
| 6               | 606         | 19.85        | 29.20          |
| 6               | 607         | 19.85        | 29.20          |
| 6               | 608         | 19.85        | 29.20          |



I certify that the attached is a true and correct copy of the Articles of Incorporation of HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 27, 1985, as shown by the records of this office.

The document number of this corporation is N11349.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
30th day of September, 1985.



CER-101

  
George Firestone  
Secretary of State

721 - 429 A

N11349

ARTICLES OF INCORPORATION

OF

HARBOUR POINTE AT CAMACHEE ISLAND  
CONDOMINIUM ASSOCIATION, INC.

a Corporation Not For Profit

FILED

SEP 27 PM 3:50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation under the laws of Florida for the formation of corporations not for profit, the undersigned hereby forms this corporation for the purposes and with the powers herein specified:

I. NAME

The name of the corporation shall be HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIATION, INC. ("Association").

II. PURPOSE

The purposes and objectives of the Association shall be to administer the operation and management of Harbour Pointe at Camachee Island Condominium ("Condominium") which may be established by recordation of the Declaration of Condominium, in accordance with the Florida Condominium Act, Chapter 718 Florida Statutes ("Act") upon that certain real property situated in St. Johns County, Florida ("County"). The Association shall perform the acts and duties incident to the operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association which will be adopted ("Bylaws") pursuant hereto and the Declaration of Condominium ("Declaration") which will be recorded in the public records of the County, as and when the property described in the Declaration, as such description may be amended from time to time, together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the said lands submitted to the condominium form of ownership; the improvements thereon and such other property, real and/or personal, as may be or become part of the Condominium ("Condominium Property") to the extent necessary or convenient in the administration of the Condominium as provided for in the Declaration. The Association shall be conducted as a nonprofit organization for the benefit of its members.

III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make, establish and amend reasonable rules and regulations governing use of the Units, Common Elements, Limited Common Elements in and of the condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as will be provided in the Declaration and the Bylaws including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the Bylaws.

5. To employ personnel to perform the services required for proper operation of the Condominium.

6. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium which may hereafter be established.

7. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

8. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and members.

9. To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided in the Declaration.

10. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

11. To grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

C. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration, Bylaws and the Act.

#### IV. MEMBERS

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of a fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall



be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

D. On all matters upon which the membership be entitled to vote, as hereinafter provided, there shall be one, and only one, Voting Interest for each Unit in the Condominium, which Voting Interest may be exercised or cast by the owner(s) of each Unit as provided for in the Bylaws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one Voting Interest for each such Unit, in the manner provided for in the Bylaws.

E. The membership of the Association shall initially be comprised of the directors of the Association, each of whom shall be entitled to cast a Voting Interest on all matters upon which the membership would be entitled to vote.

#### V. EXISTENCE

The Association shall have perpetual existence.

#### VI. PRINCIPAL OFFICE

The principal office of the Association shall be located in Florida, but the Association may maintain office and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

#### VII. MANAGEMENT

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of the corporations in the State of Florida subject to the directions of the Board of Directors.

Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

## VIII. BOARD OF DIRECTORS

The number of members of the first Board of Directors shall be three (3). The number of members of succeeding Board of Directors shall be as provided in the Bylaws. When Unit owners other than Stokes-O'Steen Communities, Inc. ("Developer") own fifteen percent (15%) or more of the Units that ultimately will be operated by the Association, the members other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than one-third (1/3) of the members of the Board of Directors of the Association. Members other than the Developer shall be entitled to elect, in a manner to be provided in the Bylaws, not less than a majority of the members of the Board of Directors: (a) three (3) years after fifty percent (50%), but less than ninety percent (90%), of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; or (b) three (3) months after ninety percent (90%) of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or (c) when all of the Units that ultimately will be operated by the Association have been completed, and some of the Units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) 120 days after the date by which 75 percent of the units have been conveyed to members, other than the Developer; or (f) five (5) years after recording the Declaration of Condominium. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, Developer hereunder may waive his rights hereunder and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After members other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws, relinquish control of the Association and shall deliver to the Association all property of the members and the Association held or controlled by the Developer.

## IX. OFFICERS

The Board of Directors shall elect at the annual meeting of members each year, a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided; however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

## X. FIRST BOARD OF DIRECTORS

The names and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

Roger M. O'Steen  
9000 Cypress Green Drive  
Jacksonville, Florida 32216

Gregory J. Barbour  
9000 Cypress Green Drive  
Jacksonville, Florida 32216

George R. Hanlon  
9000 Cypress Green Drive  
Jacksonville, Florida 32216

#### XI. SUBSCRIBER

The name of the Subscriber, and his/her address is:

Gregory J. Barbour  
9000 Cypress Green Drive  
Jacksonville, Florida 32216

#### XII. FIRST OFFICERS

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be as follows:

|                      |                    |
|----------------------|--------------------|
| President:           | Roger M. O'Steen   |
| Vice President:      | Gregory J. Barbour |
| Secretary/Treasurer: | George R. Hanlon   |

#### XIII. BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Directors to these Articles of Incorporation at a meeting at which a majority of the Directors are present, and, thereafter, the Bylaws may be altered or rescinded only by affirmative vote of fifty-one percent (51%) of the Voting Interests entitled to be cast by members of the Association.

#### XIV. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claims for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to

and not exclusive of all other rights to which such Director or officer may be entitled.

#### XV. AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors or by the members of the Association owning a ten percent (10%) of the Voting Interest, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than thirty (30) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably sonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting or by written approval the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3) of the Voting Interests in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the public records of the County within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

#### XVI. FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each director, officer and employee of the Association and of any management firm. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum funds including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond.

The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without

compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association.


IN WITNESS WHEREOF, the Subscriber hereto has hereunto set his/her hand and seal this 16<sup>th</sup> day of September 1985.

  
Gregory J. Barbour

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this 16<sup>th</sup> day of September 1985, before me, the undersigned authority, personally appeared Gregory J. Barbour, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

  
NOTARY PUBLIC, State of  
Florida at Large

My commission expires:

Notary Public, State of Florida  
My Commission Expires March 28, 1988  
Issued To: Troy Fair - Insurance, Inc.

FILED  
106 SEP 27 PM 3:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIA-  
TION, INC. DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE  
STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF  
JACKSONVILLE, COUNTY OF DUVAL, FLORIDA, HAS NAMED GEORGE R.  
HANLON, LOCATED AT 9000 CYPRESS GREEN DRIVE, JACKSONVILLE, FLOR-  
IDA 32216 AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLOR-  
IDA.

HARBOUR POINTE AT CAMACHEE ISLAND  
CONDOMINIUM ASSOCIATION, INC.

BY

*George R. Hanlon*  
Its Secretary

Date: *September 16, 1985*

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFI-  
CATE, I HEREBY AGREE TO ACT IN THIS CAPACITY. AND I FURTHER AGREE  
TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE  
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

*George R. Hanlon*  
George R. Hanlon

Dated: *September 16, 1985*

FILED  
SEP 27 PM 3:51  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA



FIRST AMENDMENT

TO

ARTICLES OF INCORPORATION

OF

HARBOUR POINTE AT CAMACHEE ISLAND

CONDOMINIUM ASSOCIATION, INC.

The undersigned being all the directors and members of the Harbour Pointe at Camachee Island Condominium Association, Inc. ("Association") pursuant to the provisions of Florida Statutes 617.017(3) and the Articles of Incorporation of the Association hereby adopt the following resolution.

BE IT RESOLVED: Article V of the Articles of Incorporation be hereby amended to read in its entirety as follows:

V. EXISTENCE

The Association shall have perpetual existence. Provided however, upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency. The obligation of the Association to maintain and operate a stormwater management system and discharge facility shall be transferred to an entity approved by the Department of Environmental Regulations for such purposes.

In the event that such transfer or dedication is refused, such assets and/or obligations shall be granted, conveyed and assigned to a nonprofit corporation association, trust or other organization to be devoted to such similar purposes, which is approved by the Department of Environmental Regulations.

Except as modified by this resolution the Articles remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being all directors and members of the Association hereby set their hands and seals.

  
Roger M. O'Steen

  
Gregory J. Barbour

  
George R. Hanlon



## BYLAWS

OF

HARBOUR POINTE AT CAMACHEE ISLAND  
CONDOMINIUM ASSOCIATION, INC.

a Florida Corporation Not for Profit

## I. IDENTITY.

A. Applicability. These are the Bylaws of HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapters 617 and 718, Florida Statutes, 1984, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of HARBOUR POINTE AT CAMACHEE ISLAND CONDOMINIUM which shall be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes, 1984 ("Act"), upon certain real property in St. Johns County, Florida ("County").

B. Office. The office of the Association shall be at 9000 Cypress Green Drive, Jacksonville, Florida 32216, or at such other place as may be established by resolution of the Board of Directors.

C. Fiscal Year. The fiscal year of the Association shall be the calendar year.

D. Seal. The seal of the Association shall bear the name of Harbour Pointe at Camachee Island Condominium Association, Inc., the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

## II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. Membership. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the Voting Interests whether in person or by proxy. Decisions shall be made by the owners of a majority of the Voting Interests represented at a meeting at which a quorum is present. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. Voting. The Voting Interest of the owner(s) of a Unit in the Condominium owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit in a Voting Certificate as the holder of the Voting Interest. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person, a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by Voting Certificate acceptable to the Association, designate one natural person as the holder of the Voting Interest. The Voting Certificate shall be filed with the Association, and the person so

designated shall be and remain the holder of the Voting Interest of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The holder of the Voting Interest of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the Voting Interest of the Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Approval. Evidence of the approval or disapproval of the holder of the Voting Interest upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the Voting Interest if in an Association meeting.

E. Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, if any, duly called and at which a quorum is present, the acts approved by the affirmative vote of the majority of the Voting Interests in person or by proxy and entitled to vote upon any question shall be binding upon the Members.

F. Proxies. At any meeting of the Members every holder of a Voting Interest having the right to vote shall be entitled to vote in person or by proxy, provided that, no person shall be designated to hold more than ten (10) proxies. Any proxy given shall contain the date, time and place of the meeting for which the proxy is given and if a limited proxy shall set forth those items for which the holder of the proxy may vote and the manner in which the vote is to be cast and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. The proxy shall set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the holder of the Voting Interest executing it.

G. Consent in Action. To the extent permitted by law, any action on any matter to be taken by the Association may be taken by written consent without meetings, setting forth the action so taken, approved by Members holding not less than the minimum number of Voting Interests necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in Florida and at such time as may be specified in the notice of the meeting, on the second Monday of August of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the same day at the same hour in the next succeeding week. No meetings of Members shall be required until such time as the first Unit is conveyed to a Member other than the Developer. The first annual meeting of Members shall take place at the time of transfer of control of the Association; thereafter the meetings shall take place as aforesaid.

B. Special Meetings. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast ten (10%) percent of the Voting Interests.

C. Notice of Meetings.

1. Generally. Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting.

2. Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed to each Member unless the right is waived in writing. Such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. An officer of the Association shall provide an affidavit to be included in the Official Records of the Association affirming that the notices of the Association meeting were mailed or hand delivered in accordance with the requirements of this section. If a Member waives, in writing, the right to receive notice of the Annual Meeting by mail, such notice may be delivered personally to such Member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received. Each notice shall, in addition, be posted at a conspicuous place in the Condominium at least fourteen (14) days prior to the meeting.

3. Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed by regular mail or delivered personally to the Member.

4. Waiver. Any Member may waive notice of any meeting if allowed by the applicable Bylaws or Declaration.

5. Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the required by the applicable provisions of the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. Presiding Officer and Minutes. At meetings of Members, the President, or in his absence, the Vice President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner and available for inspection by Directors, Members and their authorized representatives.

E. Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice

- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

#### IV. BOARD OF DIRECTORS

A. Members of Board. The first Board of Directors shall consist of not less than three (3) persons as designated in the Articles of Incorporation. The number of Directors may be increased by a vote of the Members in the same manner as any other amendment to these Bylaws. Pursuant to the Declaration of Condominium, Stokes-O'Steen Communities, Inc. ("Developer") reserves the right to appoint Directors to the Board as set forth herein.

B. Election of Directors. Directors shall be elected in the following manner:

(1) Commencing with the election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(2) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all members of the Board of Directors whom Developer shall not be entitled to appoint under these Bylaws shall be elected at large, by a plurality of the Voting Interests cast at the annual meeting of the general membership, immediately following designation of the members of the Board whom Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director, the Members shall elect all the Directors, by a plurality of the Voting Interests cast at the annual meeting of the general membership.

(3) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy or the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy should be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(4) Until such time as the Members are entitled to elect all of the Directors, each Director shall serve for one year until the next annual meeting or such other time as his successor is elected. At the first annual meeting at which the Members are entitled to elect all of the members of the Board of Directors, the person receiving the most voting interests shall be designated as a two-year term director and the others shall be for one year. The intent hereof is to stagger the terms of the directorships so that there shall be some Members of the Board with prior experience.

(5) In the election of Directors, there shall be appurtenant to each Unit one (1) Voting Interest for each Director to be elected. Provided, however, that no Member may cast more than one Voting Interest for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(6) Within sixty (60) days after Members other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall, in accordance with the provisions of these Bylaws, call in a manner as elsewhere provided in these Bylaws, and give not less than fourteen (14) days nor more than forty (40) days notice of a meeting of the Members for this purpose. Such meeting may be called and the notice given by any Member if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these Bylaws.

(7) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special Meeting. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting, unless notice is waived. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.



F. Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

G. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Boards of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute of quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

A Director who is present at a meeting of the Board at which action or any corporate matter is taken, shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

I. Notice to Members. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously in the Condominium forty-eight (48) hours in advance for the attention of Members, except in an emergency. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

J. Action without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

K. Removal and Recall. Directors may be removed from office in the manner provided by law for the removal of Directors of Florida corporations not for profit. In addition, a Director may be recalled in accordance with the provisions of the Condominium Act.

L. Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

M. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

(1) Make, levy and collect assessments, including without limitation assessments for reserves and for betterments to Condominium and/or Association property, against Members and Members' Units to defray the costs of the Condominium, and the property owned by the Association and use the proceeds of assessments in the exercise of the powers and duties of the Association;

(2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend regulations governing the use of the property, real and personal, in the Condominium provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(5) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, grant easements over and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration and Articles;

(6) Contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times and powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the determination of assessment amounts, and the promulgation of rules.

(7) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of property of and in the Condominium now existing or hereafter adopted.

(8) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens.

(9) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance.

(10) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the Members individually.

(11) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(12) Obtain such fidelity or other bonds as the Directors may deem necessary and convenient in the handling of daily affairs of the Association.



## V. OFFICERS.

A. Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association, in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

F. Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the Voting Interests. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually

agreed between the Board and such officer, director or corporation, or from contracting with a director or officer of the corporation may be a stockholder, officer, director or employee for the purpose of making available to the owners of condominium units such services as are contemplated by the provisions of Article IV of these Bylaws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

#### VI. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions.

A. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Member and his respective Unit. Such account shall designate the name and mailing address of the Member owning each Unit, the amount of each assessment against the Member, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Association as to such Condominium for the year. The budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Members and due date(s) and amounts of installments thereof. Copies of the proposed budgets and proposed assessments shall be transmitted to each member at least fourteen (14) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time, place and agenda of the meeting, which shall be open to Members. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. Increased Budget. If a budget is adopted by the Board which requires assessment of the Members in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Voting Interests, a special meeting of the Members shall be held upon not less than ten (10) days written notice to each Member, but within thirty (30) days of the delivery of such application to the Board or any member thereof. At the special meeting, Members may consider and enact only a revision of the

budget, or recall any and all members of the Board and elect their successors subject, however, to the right of Developer to elect Directors as provided in Article IV. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than fifty-one percent (51%) of all the Voting Interests. The Board may in any event first propose a budget to the Members at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of all the Voting Interests, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Members in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

D. Capital Expenditures. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation any amounts for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium or Association property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of all the Voting Interests.

E. Notice of Adopted Budgets. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to all Members. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with the terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

F. Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable monthly on the first day of each month, but in no event shall amounts be payable less often than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

G. Special Assessments. Special assessments shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all Members of a Condominium in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto) and for such other purposes and in such amounts as shall have been approved by the Members; or (ii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and

which he has failed to make, which failure impairs the value of or endangers the Common Elements or the Condominium, or which are for expenses incident to the abatement of a nuisance within his Unit which may be assessed when approved by the Board.

H. The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

I. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

J. Fidelity Bonds. Fidelity bonds shall be required for the Board and any persons handling or responsible for Association funds as the Board of Directors shall direct in an amount to be determined by the Board based upon its best business judgment. The premiums of said bonds shall be paid by the Association.

#### VII. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

#### VIII. ARBITRATION.

In the event that disputes or disagreements arise among Members, this Association or their agents and assigns in connection with the operation of the Condominium, the parties may submit such disputes or disagreements to voluntary binding arbitration. The Division of Florida Land Sales and Condominium of the Department of Business Regulation shall employ full-time arbitrators to conduct the binding arbitration hearings. The arbitration shall be conducted in accordance with the rules of procedure promulgated by the Division. The decision of such arbitrator shall be final. However, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose the parties from proceeding in a trial de novo, and if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

#### IX. ASSOCIATION RECORDS.

From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association, which records shall be maintained in the County and shall be open to inspection by any Member or the authorized representative of such Member at all reasonable times who shall have the right to make such copies as may be requested at the member's cost;

(1) The plans, permits, warranties, and other items provided by the Developer;

(2) A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto;

(3) A photocopy of the recorded bylaws of the association and all amendments thereto;

(4) A certified copy of the articles of incorporation of the Association or other documents creating the Association and all amendments thereto;

(5) A copy of the current rules of the Association;

(6) A book or books containing the minutes of all meetings of the Association, of the Board, and of Members, which minutes shall be retained for a period of not less than 7 years;

(7) A current roster of all Members, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;

(8) All current insurance policies of the Association and condominiums operated by the Association;

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the members have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the Association;

(11) Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and monthly, bimonthly, or quarterly statements of the account for each Unit designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

(12) Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.

#### X. AMENDMENTS TO BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Bylaws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members holding one tenth of the Voting Interests, whether meeting as Members or by instrument in writing signed by them.

B. Notice. Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the



President of the Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members if proper notice is given.

C. Content of Amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw. . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

D. Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of not less than fifty-one percent (51%) of the Voting Interests. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of the County as an amendment to the Declaration of Condominium within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

E. Written Vote. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

F. Developer's Reservation. Notwithstanding the foregoing provisions of this Article X, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof or any other right of the Developer provided herein or in the Articles of Incorporation and Declaration, may be adopted to become effective without the prior written consent of Developer.

G. Proviso. Provided, however, that no amendment shall discriminate against any Member or group of Units unless the Members so affected shall consent. No amendments shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or the Articles of Incorporation.

H. Proviso. Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Developer shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

The foregoing were adopted as the Bylaws of HARBOUR  
POINTE AT CAMACHEE ISLAND CONDOMINIUM ASSOCIATION, INC., a corp-  
oration not for profit under the laws of the State of Florida at  
the first meeting of the Board of Directors on the 27th of  
September, 1986.

Dated: September 27, 1986

/s/ George R. Hanlon  
Secretary

APPROVED:

/s/ Roger M. O'Steen  
President

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

1986 OCT 22 PM 2:07

*Carl "Budd" Markel*  
CLERK OF CIRCUIT COURT



**CAMACHEE ISLAND OWNERS' ASSOCIATION, INC.**

362 1312  
pc 462  
This instrument is made this 6<sup>th</sup> 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

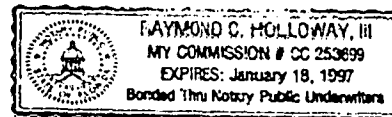
State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me, this 6<sup>th</sup> 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)



DECLARATION OF COVENANTS

FOR

OFF REC 559 PAGE 403

82 15138

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

5612 0000

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 Camachee Island Owners Association, Inc., and Camachee Cove Yacht Harbor, Inc., the owner of certain adjacent property within the Camachee 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 Camachee 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. Invalidation 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

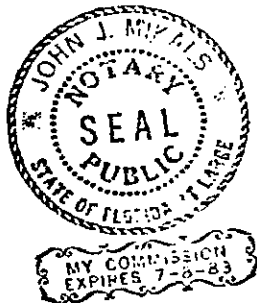
M. Lynn Pappas  
John Metcalf

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:

WARRANTY DEED  
FROM CORPORATION TO CORPORATION

PREPARED BY AND RETURN TO:  
LINDA CONNOR KANE, Attorney  
McLAGHER, BAUMER, MIKALS, BRADFORD & CANNON, P.A.  
2525 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

REC. 690 PAGE 1229

85 25825  
This Warranty Deed

Made and executed the 27th day of November A. D. 1985 by  
CAMACHEE COVE YACHT HARBOR, INC.

a corporation existing under the laws of Florida, and having its principal place of  
business at Camachee Island, St. Augustine, Florida  
hereinafter called the grantor, to STOKES-O'STEEN COMMUNITIES, INC.,

a corporation existing under the laws of the State of Florida, with its permanent postoffice  
address at 9000 Cypress Green Drive, Jacksonville, Florida 32216  
hereinafter called the grantee:

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

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in  
County, Florida, viz:

See Exhibit "A" attached hereto and made a  
part hereof.

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

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

**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;  
and that said land is free of all encumbrances except as set forth in Exhibits B and  
C attached hereto and made a part hereof.

(CORPORATE SEAL)

**In Witness Whereof**

the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

CAMACHEE COVE YACHT HARBOR, INC.

Signed, sealed and delivered in the presence of:

By Joseph S. Taylor  
President

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared Joseph S. Taylor and Thomas H. Taylor

well known to me to be the President and Secretary respectively of the corporation named as grantor  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily  
under authority duly vested in them by said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of November A. D. 1985

Linda Connor Kane

EXHIBIT A  
LEGAL DESCRIPTION  
(Deed)

OFF 690 PAGE 1230

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 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 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°15'26" 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 South 04°05'50" West, 101.81 feet; thence South 82°56'01" West, 7.97 feet; thence South 69°05'50" West, 107.25 feet to the POINT OF BEGINNING.

FLORIDA DOCUMENT STAMP TAX PAID

Date 12-12-85 \$142.60

CLERK OF CIRCUIT COURT

By *John H. Fawcett*

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 27°05'22" West, 127.53 feet; thence South 27°24'36" West, 54.20 feet; 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 to the POINT OF BEGINNING.

Containing 0.775 acres, more or less.



Grantor hereby conveys the following described parcel and reserves unto itself, its successors and assigns, a non-exclusive easement for ingress and egress thereon: perpetual

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.

GRANTOR CONVEYS THE FOREGOING DESCRIBED PARCELS TOGETHER WITH A NON- EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCELS:

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.



TOGETHER WITH: a perpetual non-exclusive  
EASEMENT FOR INGRESS AND EGRESS-PARCEL I - over the following described  
property in accordance with Use and Access Agreement Section 2.1\*

A part of Government Lot 2, Section 8, together with a part of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at an old red cedar post marking the Southwest corner of Government Lot 3, Section 5, Township 7 South, Range 30 East; thence North 21°03'00" West, 5.21 feet; thence North 74°00'42" East, 26.01 feet to the POINT OF BEGINNING; thence North 55°30'42" East, 66.00 feet; thence South 27°36'20" East, 120.99 feet; thence South 34°29'18" East, 100.00 feet, to a point of curvature; thence along and around a curve leading Southeasterly, said curve being concave Southwesterly and having a radius of 125.31 feet, and an arc length of 45.18 feet, said arc being subtended by a chord bearing and distance of South 24°09'48" East, 44.92 feet, to a point of tangency; thence South 13°50'18" East, 237.46 feet; thence South 19°02'10" East, 245.44 feet; thence South 22°05'39" East, 261.48 feet, to the Northwesternly right-of-way line of State Road A1A; thence South 48°31'00" West along said Northwesternly right-of-way line, 50.00 feet; thence North 20°37'05" West, 280.29 feet; thence North 19°02'10" West, 247.25 feet; thence North 13°50'18" West, 239.28 feet, to a point of curvature; thence around and along a curve leading Northwesternly, said curve being concave Southwesterly and having a radius of 85.31 feet, and an arc length of 30.75 feet, said arc being subtended by a chord bearing and distance of North 24°09'48" West, 30.58 feet, to a point of tangency; thence North 34°29'18" West, 100.00 feet; thence North 39°57'25" West, 120.67 feet, to the POINT OF BEGINNING.

Containing 1.061 acres, more or less.

TOGETHER WITH: a non-exclusive perpetual easement for ingress and egress over the following described parcel in accordance with Section 2.2 of Use and Access Agreement EASEMENT FOR INGRESS AND EGRESS - PARCEL II

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, 240.18 feet, to the landward edge of an existing concrete bulkhead; thence Northwesternly along the Westerly edge of said concrete bulkhead run the following three 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, 20.93 feet; thence South 74°00'42" West, 130.00 feet; thence South 15°59'18" East, 25.00 feet, to the POINT OF BEGINNING; thence South 55°30'42" West, 66.00 feet; thence North 28°58'52" West, 94.47 feet; thence North 19°48'44" West, 48.88 feet; thence North 08°22'43" West, 53.67 feet; thence North 14°36'12" West, 204.32 feet, to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Easterly and having a radius of 326.44 feet, an arc distance of 179.60 feet, said arc being subtended by a chord bearing and distance of North 01°09'29" East, 177.34 feet, to the point of compound curvature of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve an arc distance of 80.13 feet, said arc being subtended by a chord bearing and distance of North 28°41'30" East, 79.57 feet; thence North 24°04'14" West, 96.27 feet; thence North 24°59'36" East, 39.71 feet; thence South 24°04'14" East, 110.93 feet, to an intersection of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve, an arc distance of 178.41 feet, said arc being subtended by a chord bearing and distance of North 76°06'39" East, 172.25 feet; thence South 02°27'58" East, 31.23 feet, to an intersection of a curve concave Southeasterly and having a radius of 165.00 feet; thence along and around the arc of said curve, an arc distance of 253.91 feet, said arc being subtended by a chord bearing and distance of South 61°00'16" West, 229.59 feet, to the point of compound curvature of a curve concave Easterly and having a radius of 296.44 feet, an arc distance of 163.09 feet, said arc being subtended by a chord bearing and distance of South 01°09'29" West, 161.05 feet, to the point of tangency of said curve; thence South 14°36'12" East, 105.00 feet; thence South 20°13'55" East, 186.99 feet; thence South 37°34'30" East, 91.60 feet, to the POINT OF BEGINNING.

Containing 33,003 square feet, more or less, or 0.758 acres, more or less.

The provisions described above are in the Declaration of Easement and Use and Access Agreement recorded in Official Records Book 559

page 388 of the public records of St Johns County Florida.

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

The property to be conveyed herein is subject to the following:

1. Taxes for the year 1985 and subsequent years thereafter.
2. Declaration of Easement and Use and Maintenance Agreement, dated September 24, 1982 and recorded in Official Records Book 559, page 388, of the public records of St. Johns County, Florida.
3. Declaration of Covenants for Camachee Cove Island, dated September 24, 1982 and recorded in Official Records Book 559, page 403, of the public records of St. Johns County, Florida.
4. Florida Power and Light Easement recorded September 7, 1983 in Official Records Book 603, page 642, of the public records of St. Johns County, Florida.
5. Easements, Covenants, Conditions and Restrictions of record.

In connection with the conveyance of the land described in Exhibit A from Camachee Cove Yacht Harbor, Inc. ("Grantor") to Stokes-O'Steen Communities, Inc. ("Grantee"), Grantor and Grantee agree that the property shall be conveyed subject to the following covenants and restrictions which shall be deemed to be covenants running with the land shall burden Grantor and Grantee and their successors and assigns.

1. The property described as Parcels B and C shall be used for residential condominium units.

2. Notwithstanding any PUD or other zoning provisions to the contrary, no snack bar, restaurant, gift shops or other commercial facilities except showers, restrooms, laundromat and telephones, which shall, in Grantor's reasonable judgement, conflict or compete with current or future use of adjacent property by Grantor and its successors and assigns for commercial and marina uses be erected or generated on the property described on Exhibit A ("Property").

3. No boathouse, boat docks, bulkheads, moorings, pilings, boat shelters, or boats of any kind or construction shall be erected or stored on or over the Property or in contiguous waterways or marsh areas.

4. No portion of the Property shall be increased in size by filling in the waters in which it abuts and no boat canal shall be dug or excavated in any of the abutting or contiguous waterways or marsh areas.

5. Shoreline contours above and below the water line may not be changed without Grantor's prior written consent.

6. No improvements shall be made to the property owned by Grantor which materially or significantly impedes or blocks the open view or free flow of light and air between the Property conveyed herein and Grantor's adjacent property.

## DECLARATION OF EASEMENT AND USE AND MAINTENANCE AGREEMENT

82 15137

DEF REC 559 PAGE 388

This Declaration of Easement and Use and Maintenance Agreement is entered into this 27 day of September, 1982, by and between Camachee Cove Yacht Harbor, Inc., a Florida corporation, ("Harbor") Camachee Island Villas Partnership, a general partnership, ("Partnership") and Camachee Island Owners Association, Inc., a Florida non-profit corporation, ("Master Association").

RECITALS

1. Harbor is the owner of certain real property designated for commercial and marina use as more particularly described on Exhibit A attached hereto and made a part hereof and separately identified as the "Marina Property" and "Commercial Property"; and
2. Partnership is the owner of certain real property and has the right to purchase additional real property under the terms of the Real Estate Purchase and Option Agreement between the James J. Sebastian Company and Harbor dated March 16, 1982 ("Purchase Agreement"). The property owned by Partnership and as to which it has an option to purchase under the Real Estate Purchase and Option Agreement is more particularly described on Exhibit B and hereinafter referred to collectively as the "Residential Property"; and
3. Partnership has established the Master Association as a Florida non-profit corporation for the purpose of ownership administration and maintenance of common property serving the Residential Property; and
4. The Commercial Property, Marina Property and Residential Property are subject to the terms and provisions of a single planned unit development ordinance issued by the Board of County Commissioners of St. Johns County ("Camachee Island PUD") and the Residential Property, Marina Property and Commercial Property will share the use and maintenance obligations of certain improvements constructed or to be constructed upon the respective properties as more particularly described in this Agreement; and
5. The parties hereto desire to provide for responsibility for performance of maintenance and the sharing of costs and expense of maintenance for these improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

1.1 Harbor Walkway Easement. Harbor is the owner of a bulkhead and strip of land twenty five (25) feet in width running along the surface area of the bulkhead to be improved as a harbor walkway for the benefit of owners of the Commercial Property, Residential Property and Marina Property as more particularly described on Exhibit "C" and hereinafter referred to as the "Harbor Walkway". The Harbor Walkway will be developed in phases and completed in connection with the completion of the development of the adjacent Residential Property. Harbor hereby grants to Partnership and the Master Association, their successors, assigns, guests, invitees, representatives of utility authorities authorized to serve the Residential Property and Marina Property and holders of mortgage

SA19106-C

PREPARED BY AND RETURN TO:  
JOHN J. MIKALS, Attorney  
GALLAGHER, HAMMER, MIKALS & BRADFORD, P.A.  
2525 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

Prepared by: *M. Lynn Pappas*  
1901 Independent Sq.  
Jacksonville, Fla. 32202

liens on the Residential Property or any unit thereof, a non-exclusive perpetual easement in common with owners of the Commercial Property and Marina Property, their successors and assigns, for pedestrian access over and upon the Harbor Walkway and for the installation, erection, construction and maintenance of utility lines including without limitation cable television equipment and facilities under and across the Harbor Walkway and for ingress and egress of emergency service vehicles.

1.2 Use of Easement. Partnership and the Master Association shall use the Harbor Walkway in a manner which will not interfere with the use and occupancy of the Marina Property and Commercial Property and will not interfere with reasonable pedestrian access to and from the Marina Property and Commercial Property over the Harbor Walkway. Harbor agrees that further grants of use rights by Harbor and use by Harbor of the Harbor Walkway shall be for uses which are not inconsistent with the rights of Partnership and the Master Association described herein.

1.3 Improvements. The parties acknowledge and agree that improvement to the Harbor Walkway shall be performed by Harbor in accordance with the terms and provisions of the Purchase Agreement and nothing contained herein shall be deemed to otherwise require such improvements.

1.4 Extension of Harbor Walkway. In the event Harbor shall extend the Harbor Walkway through additional portions of the Residential Property, Harbor shall grant to Partnership, for the benefit of those portions of the Residential Property conveyed to Partnership, a non-exclusive perpetual easement for ingress and egress in form and content of this easement by the recording of a Supplementary Grant of Easement as to extensions of the Harbor Walkway.

## ARTICLE 2

### ROADWAY EASEMENT

2.1 Commercial Access Road. Harbor, as owner of the access road designated as "Commercial Access Road" on Exhibit D attached hereto and made a part hereof, hereby grants to the Partnership and the Master Association, their successors and assigns, guests, invitees and all delivery, pick up, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Commercial Property, Residential Property and Marina Property and holders of mortgage liens thereon, and such other persons as Harbor may from time to time designate, a nonexclusive and perpetual right of ingress and egress over the Commercial Access Road subject to Harbor's and Partnership's right to install, erect, construct and maintain utility lines and facilities serving the Commercial Property, Residential Property and Marina Property.

2.2 Residential Access Road. Partnership, as owner of the access road designated as "Residential Access Road" on Exhibit D attached hereto and made a part hereof, hereby grants to Harbor for the benefit of the Marina Property and those portions of the Residential Property which have not been conveyed to Partnership, its successors and assigns, guests, invitees and all delivery, pick up, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Residential Property and holders of mortgage liens thereon and such other persons as Partnership may from time to time designate, a nonexclusive and perpetual right of ingress and egress over the Residential Access Road subject to Harbor's and Partnership's right to install, erect, construct and maintain utility lines and facilities serving the Commercial Property, Residential Property and Marina Property.

2.3 Use of Road. The owner of each portion of the Access Road shall have the right to control speeding and impose speeding fines and the right to control or prohibit parking on all or any part of their respective portions of the Access Road. (References to "Access Road" shall mean and refer to both Commercial Access Road and Residential Access Road.)

2.4 Security. The Partnership or Master Association shall have the right, but no obligation, to establish security procedures for the protection of the Residential Property including the right to control access to the Residential Property.

2.5 Extensions of Access Road. In the event Partnership shall extend the Access Road through additional portions of the Residential Property, Partnership shall grant to Harbor, for the benefit of those portions of the Residential Property which have not been conveyed to Partnership and to owners of the Marina Property, their invitees, guests, lessees and employees a nonexclusive perpetual easement for ingress and egress in form and content of this easement by the recording of a Supplementary Grant of Easement as to extensions of the Access Road; provided, however, nothing contained herein shall be construed to require the Partnership to grant an easement for ingress and egress over any roads within the Residential Property which are conveyed or dedicated for the exclusive use and benefit of condominium properties as common areas for parking and ingress and egress to such condominium properties.

2.6 Dedication. Each Owner of the Access Road 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 their respective portions of the Access Road, to dedicate to the public all or any part of the Access Road. In addition, each Owner shall have the right to redesignate, relocate or close any part of their respective portions of the Access Road, so long as the Commercial Property, Marina Property and Residential Property are not denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

2.7 Improvement. The construction of improvements upon the Access Road shall be the responsibility of Harbor and Partnership as to separate portions of the Access Road as more particularly described in the Purchase Agreement. Nothing contained herein shall constitute a modification or alteration of any provisions or requirements pertaining to the Access Road as set forth in the Purchase Agreement.

2.8 Ringhaver Property. Harbor has an option to purchase property north of the Residential Property more particularly described in Short Form of Option to Purchase Agreement recorded in Official Records 538, Page 100, of the Public Records of St. Johns County, Florida ("Ringhaver Property"). The Residential Access Road as hereinafter defined is subject to a recorded easement for ingress and egress to the Ringhaver Property. In the event that Harbor shall acquire title to the Ringhaver Property, Partnership will grant an easement for ingress and egress over the Residential Access Road for the benefit of the Ringhaver Property; provided, however, Harbor acknowledges and agrees that such right of ingress and egress over the Residential Access Road for the benefit of the Ringhaver Property shall specifically exclude the right of ingress and egress by prospective purchasers or purchasers of multi-family, townhouse or condominium units developed or to be developed upon the Ringhaver Property until such time as Partnership has completed its development within the Residential Property or its



right to complete such development under the terms of the Purchase Agreement shall have terminated ("Development Period"). In addition, Harbor shall have the right to install, construct, erect and maintain utility lines including without limitation cable television lines within the unpaved right of way of the Residential Access Road to service the Ringhaver Property.

### ARTICLE 3

#### USE RESTRICTIONS

3.1 Docks. No docks, bulkheads, moorings, pilings, boats, boat houses or boat shelters of any kind or any other construction shall be erected or stored on or over water ways located within the Residential Property without the prior written approval of Harbor. Shoreline contours above or below water abutting the the Residential Property may not be changed without the written approval of Harbor. No portion of the Residential Property shall be increased in size by filling in the waters on which it abuts and no boat canal shall be dug or excavated in any portion of the Residential Property including abutting or contiguous waterways or marsh areas without the same being approved by Harbor.

3.2 Residential Purposes. The dwelling units constructed within the Residential Property shall be used for residential purposes only and for no other purpose. Unless approved in writing by Harbor, no snack bar, restaurant, gift shop or other commercial facility, specifically excluding, however, showers, restrooms, laundromats and telephones, shall be constructed or generated within the Residential Property.

3.3 CATV Service. Harbor hereby reserves to itself, its successors and assigns, and is granted by Partnership, the exclusive right to provide central telecommunication receiving and distribution system serving the Residential Property and the Commercial Property and an easement over the Residential Property (the exact location of which will be mutually agreed upon between the parties) for installing, maintaining and supplying such services. Further Harbor reserves the right to connect any central telecommunication receiving and distribution system to such source as it may deem appropriate, including, without limitation, companies licensed to provide CATV service in St. Johns County, Florida. The lines shall be installed underground adjacent to the Access Road. The plans for the installation of hookup to buildings or units shall be approved by Partnership.

3.4 Construction on Marina Property. No improvements shall be made to the Marina Property, which would impede or block the open view or free flow of light and air between the Residential Property and any portion of the Marina Property.

3.5 Nuisances. Nothing shall be done on any portion of the Residential Property, Commercial Property or Marina Property which may be or may become a nuisance to owners of the adjacent properties without prior approval. It is specifically recognized that the Marina Property is used as an operating commercial marina and those activities and noises associated with an operating marina facility are deemed not to constitute a nuisance. Nor shall the activity connected with construction and improvement of Residential, Commercial or Marina Property including the noise, temporary structures and vehicles customarily used in construction be considered a nuisance. No weeds, underbrush or other unsightly growth shall be allowed to grow or remain on any portion of the Residential Property, Marina Property or Commercial Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.



3.6 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Commercial, Residential or Marina Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted thereon.

#### ARTICLE 4

#### MAINTENANCE

4.1 Shared Maintenance. All costs and expenses of maintaining, insuring and otherwise providing for the use and occupancy of the Access Road, Harbor Walkway and bulkhead forming part of the Harbor Walkway ("Bulkhead") shall be shared between owners of the Marina Property, Commercial Property and Residential Property as hereinafter provided. The responsibility for performance of such maintenance shall be the obligation of the Master Association subject to the obligation of all parties referenced herein to contribute to such costs and charges. The items to be included as part of such shared maintenance expense shall be as follows:

(a) With respect to surface area of the Harbor Walkway, the cost of landscape maintenance, and maintenance of the paved surface areas of the Harbor Walkway in clean and orderly condition, liability insurance carried for the parties with respect to use and occupancy of the Harbor Walkway.

(b) With respect to the Access Road, the cost of all repair, reconstruction, right of way landscaping, maintenance of road surface, (excluding maintenance repair and replacement of any and all signage, security features or entrance way features serving only the Commercial Property or serving only the Residential Property and within the right of way of the Access Road) and costs and expense of liability insurance maintained by the Master Association in connection with use and occupancy of the Access Road.

(c) With respect to the Bulkhead portion of the Harbor Walkway, the cost and expense of the repair, replacement or reconstruction of the Bulkhead including maintenance and repair and replacement of Bulkhead lateral supports.

4.2 Shared Costs. The costs and expense of such maintenance shall be shared between owners of the Commercial Property, Marina Property and the Master Association for the first year of operation of the Master Association as follows:

|                         | <u>Master Association</u> | <u>Owner of Commercial Property</u> | <u>Owner of Marina Property</u> |
|-------------------------|---------------------------|-------------------------------------|---------------------------------|
| Commercial Access Road  | 50%                       | 25%                                 | 25%                             |
| Residential Access Road | 75%                       | 0%                                  | 25%                             |
| Bulkhead                | 25%                       | 25%                                 | 50%                             |
| Harbor Walkway          | 50%                       | 15%                                 | 35%                             |

The parties acknowledge and agree that the foregoing percentages represent the parties' estimates of their respective actual usage of the properties to be maintained. The Master Association, owners of the Commercial Property and owners of the Marina Property agree that each year prior to adopting the annual cost estimates for the maintenance of the Access Road, Bulkhead and Harbor Walkway, they shall review the percentages allocated for the prior year and if necessary, shall re-establish the percentage allocation provided in this Section 4.2 to reflect, as closely as possible, actual use of such facilities by the parties to this Agreement.

4.3 Maintenance Committee. The Master Association shall be responsible for contracting for and overseeing repair and maintenance authorized pursuant to the terms of this Agreement. The level and cost of maintenance to be performed, however, shall be determined by a maintenance committee consisting of four persons, two representatives of the Master Association and a representative of the owner of the Commercial Property and a representative of the owner of the Marina Property ("Maintenance Committee"). For purposes of determination of maintenance to be performed, the approval of three persons on such committee shall be required; provided, however, repair or replacements occasioned by emergencies or resulting from casualty damage, negligence of property owners or otherwise extraordinary causes or events may be performed by the Master Association without the consent of such Maintenance Committee so long as the costs and expenses incurred in such repair or replacement shall be reasonable in light of the work required. The Master Association shall have no liability with respect to the maintenance of such facilities other than liability resulting from its gross negligence or malfeasance of the Master Association in contracting for repair and maintenance with respect to the properties referenced herein.

4.4 Payment of Costs. The costs and expenses of maintenance as determined by the Maintenance Committee shall be collected by the Master Association from the owners of the Residential, Commercial, Marina Property and Unit Owners in accordance with the percentages set forth above. The total annual contribution to be paid by the owners of the Commercial and Marina Property shall be due and payable in equal monthly installments in advance of the first day of each month. Subject to the provisions of Section 4.3 above, in the event that the actual costs and expenses of such maintenance, repair and replacement including extraordinary costs and expenses necessitated by emergencies shall exceed the required pro rata contribution made by owners of the Commercial or Marina Property in any annual period, the owners shall pay to the Master Association their pro rata share of such excess amount within thirty (30) days of receipt of request for same from the Master Association. The Master Association's pro rata share of such excess shall be collected in accordance with the Declaration of Covenants of the Master Association. In the event that the costs and expenses incurred by the Master Association are less than the annual contribution paid by the owners of the Commercial or Marina Property, such excess amounts shall be applied against any sums due and owing for the next annual period from such Owners.

4.5 Accounting. The Master Association shall furnish to the owners of the Commercial and Marina Properties promptly upon completion written reports of maintenance and repairs undertaken, invoices and other evidence of costs and expense incurred and receipts for the payment of same.

4.6 Failure to Perform. In the event that the Master Association shall fail to perform the maintenance responsibilities established herein so as to maintain the Harbor Walkway, Bulkhead and Access Road in good and safe condition and in accordance with good property management, then in such event, subject to the provisions of Section 4.3 above, the owners of the Commercial or Marina Property shall have the right but not the obligation, to enter upon the Harbor Walkway, Bulkhead and Access Road for the purpose of performance of such maintenance and repair and shall be entitled to payment upon demand from the Master Association for its pro rata share of any costs and expenses incurred in connection with such maintenance.

4.7 Default and Remedies. The maintenance contributions provided for herein, if not paid within fifteen (15) days of the due date referenced in this Agreement, by all parties so obligated shall become delinquent and shall be subject to interest at the highest rate permissible by applicable law. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the cost of the action.

4.8. Subordinate to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide mortgage now or hereafter placed upon any portion of the Residential Property, Commercial Property or Marina Property; 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 degree 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 becoming due nor from the lien of such subsequent assessment.

4.9. Negligence. Notwithstanding the provisions of this article requiring the sharing of maintenance costs and expenses, the Master Association shall be responsible for costs incurred in repair of damage or destruction resulting from the negligence of any Residential Property owner or invitee of such owner and the owner of the Commercial or Marina Property shall be responsible for the costs incurred in repair of damage or destruction resulting from the negligence of the respective Owners or their tenants or licensees or other occupants of the Commercial or Marina Property, which amounts if not covered by the insurance carried by the Master Association or such Owner shall be due and payable upon demand.

## ARTICLE 5

### ARCHITECTURAL CONTROL

5.1. Approval of Construction. No structure or improvement, including without limitation any road, driveway, utility line, docks, landscaping or landscaping devices, buildings, fences, walls, bulkheads, sewers, drainage facility, disposal systems or other structures or improvements shall be commenced, erected, placed or maintained upon any portion of the Marina Property, Residential Property or Commercial Property nor shall any addition to or change or alteration therein be made unless the plans and specifications have been submitted to and approved in writing as to the quality, workmanship, material, harmony of external design and size by a majority of the members of the architectural control committee established under the terms of this Agreement.

5.2. Architecture Control Committee. The members of the architectural control committee shall consist of one member who is a representative of Harbor, one member who is a representative of Partnership or the Master Association, at the discretion of Partnership, and one member who shall be a licensed architect and a member of the American Institute of Architects.

5.3 Membership. In the event Harbor shall declare the Marina Property to the Condominium or cooperative form of ownership, in such event, any property owners association established for owners of the Marina Property, other than Harbor, shall also be entitled to a representative member on the architectural control committee. Subsequent to termination of the Class B membership allocated to Partnership under the terms of the Declaration of Covenants for Camachee Island recorded or to be recorded in the public records of St. Johns County, Florida and at the option of Harbor, the requirement for an architect to serve on the committee may be eliminated.

5.4. Plans and Specifications. Before commencing construction of any improvements as referenced in Section 5.1 above, plans for the improvements shall be submitted to the committee. If the committee determines that the proposed improvement will not be consistent with the general plan for the development of Camachee Island, it shall advise the person who submitted the plans in writing within thirty (30) days of any deficiencies. No improvement shall be commenced until the deficiency specified by the committee has been cured to the satisfaction of a majority of the committee. If the committee fails to approve or disapprove any plans submitted to it within thirty (30) days after submission, the proposed improvement shall be deemed approved and the person who submitted the plans may construct the improvements in accordance with the plans submitted.

#### ARTICLE 6

##### MISCELLANEOUS

6.1. Notice. Any notice or report required under this Agreement shall be sent to the parties at the address given below unless changed by written notice to each person concerned. Any required notice shall be made by regular mail properly addressed and postage prepaid and shall be deemed given one sent by the party providing such notice:

Camachee Cove Yacht Harbor, Inc.  
c/o Mr. Thomas Taylor  
Camachee Island  
St. Augustine, Florida 32084

Camachee Island Villas Partnership  
c/o Mr. James J. Sebastian  
Camachee Island  
St. Augustine, Florida 32084

Camachee Island Owners Association, Inc.  
c/o Mr. James J. Sebastian  
Camachee Island  
St. Augustine, Florida 32084

6.2. Personal Injury or Property Damage. Any liability of the parties for personal injury to any party or to any workman employed to make repairs under this Agreement or to third persons, as well as any liability of the parties for damage to the property of any workman or third persons as a result or rising out of repairs and maintenance under this Agreement shall be borne as between the parties in the same percentage as they bear the cost and expenses of such repairs and maintenance excluding amounts covered by insurance.

6.3 Covenants Running with the Land. The agreements, covenants and conditions set forth in this Agreement shall constitute an easement and servitude upon the properties in every part thereof and shall run with title to the property and enure to the benefit of and be enforceable by the owners thereof specified herein and the Master Association. Failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges herein contained however long continued shall not be deemed a waiver of the right to enforce the same thereafter as to such breach or violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the parties benefited by such restrictions in addition to all remedies, the right to proceed at law or in equity to compel compliance with the violation or breach and the expense of such litigation shall be borne by the then violating owner of the property, providing such proceeding results in the finding that such owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the party seeking such enforcement and all costs of such enforcement actions shall constitute part of the maintenance obligation against such owner and be enforceable in accordance with the provision of Article 4 of this Agreement.

6.4. Duration. The use restrictions and covenants stated herein shall bind the property and shall inure to the benefit of and be enforceable by the Master Association, Partnership and Harbor, their respective representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Agreement is recorded. Upon the expiration of said period, this Declaration may extended for successive additional periods if consented to by the Master Association membership, and Harbor, its successors and assigns. The Master Association shall be deemed to have so consented if one-half of the members voting so approve the extension.

6.5. Amendment. So long as there is a Class B membership of the Master Association, Partnership reserves the right to enter into amendments or modifications to this Agreement between itself and Harbor without the consent or joinder of any party. Thereafter, the Master Association may agree in writing to any amendments to this Agreement with Harbor, its successors or assigns upon a majority approval of the Board of Directors of the Master Association without the consent or joinder of any other party.

IN WITNESS WHEREOF, the parties have executed this Declaration the day and year first above written.

Signed, sealed and delivered  
in the presence of

M. Lydia Pappas  
John M. Pappas

CAMACHEE COVE YACHT HARBOR, INC.

By: Joseph S. Taylor

Attest: Thomas H. Taylor

CAMACHEE ISLAND OWNERS  
ASSOCIATION, INC.

By: James J. Sebastian

James J. Sebastian,  
President

Attest: Charles D. Grant

Charles D. Grant

CAMACHEE ISLAND VILLAS PARTNERSHIP  
a general partnership

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

By: [Signature]  
James J. Sebastian, President

By: NCS/G ASSOCIATES  
a general partnership  
general partner

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

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

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

By: [Signature]  
Charles D. Grant

M. Lynne Appas  
John Metcalf

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

The foregoing instrument was acknowledged before me  
this 24 day of September, 1982, by the Joseph S. Taylor  
President and Thomas H. Taylor the Secretary of CAMACHEE  
COVE YACHT HARBOR, INC. a Florida corporation, on behalf of the  
corporation.

[Signature]  
Notary Public, State of Florida  
at Large.

My Commision Expires:



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

The foregoing instrument was acknowledged before me  
this 24 day of September 1982, by JAMES J. SEBASTIAN AND  
CHARLES D. GRANT, the President and Secretary of CAMACHEE ISLAND  
OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of  
the corporation.

[Signature]  
Notary Public, State of Florida  
at Large.

My Commission Expires:



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.

Notary Public, State of Florida  
at Large

My Commission Expires:



STATE OF FLORIDA )  
                    Duvall ) 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.

Notary Public, State of Florida  
at Large

My Commission Expires:



4A



EXHIBIT A  
TO  
DECLARATION OF EASEMENT AND USE AND MAINTENANCE AGREEMENT

MARINA PROPERTY

A portion of Government Lot 2, Section 8, Township 7 South, Range 30 East and a portion of Government Lot 3, Section 5, Township 7 South, Range 30 East, all being in St. Johns County, Florida, being more particularly described as follows: COMMENCE at an Old Red Cedar Post marking the Southwest corner of said Government Lot 3, Section 5; thence South 21°03'00" East along the Westerly line of said Government Lot 2, Section 8, a distance of 203.56 feet, to the Southerly line of those lands designated Parcel "A" and described and recorded in Official Records Volume 91, Page 175, of the Public Records of said County; thence North 67°03'00" East along last said line, 218.49 feet, to the landward edge of a concrete bulkhead; thence North 18°11'15" West along said landward edge of the concrete bulkhead, 59.72 feet, to an angle point in said bulkhead; thence North 17°52'23" West continuing along the landward edge of said concrete bulkhead, 23.28 feet to the POINT OF BEGINNING; thence North 71°48'45" East, 282.00 feet; thence South 18°11'15" East, 59.49 feet, to South line of those lands designated as Parcel "A" and described and recorded in Official Records Volume 91, Page 175, of said Public Records; thence North 67°03'00" East along last said line, 329.45 feet; thence North 22°57'00" West, 24.24 feet, to the landward edge of an existing concrete bulkhead; thence Northwesterly and Southerly along the landward edge of said concrete bulkhead run the following nineteen courses and distances: COURSE NO. 1, North 65°41'27" West, 36.20 feet; COURSE NO. 2, North 56°18'03" West, 59.62 feet; COURSE NO. 3, North 42°35'57" West, 60.42 feet; COURSE NO. 4, North 34°06'33" West, 119.79 feet; COURSE NO. 5, North 27°58'02" West, 40.16 feet; COURSE NO. 6, North 31°21'59" West, 20.25 feet; COURSE NO. 7, North 41°10'13" West, 60.73 feet; COURSE NO. 8, North 60°21'00" West, 60.86 feet; COURSE NO. 9, North 80°17'48" West, 81.50 feet; COURSE NO. 10, South 82°56'01" West, 132.17 feet; COURSE NO. 11, South 69°05'50", 120.72 feet; COURSE NO. 12, South 54°30'32" West, 61.44 feet; COURSE NO. 13, South 20°57'58" West, 53.16 feet; COURSE NO. 14, South 00°31'01" West, 93.39 feet; COURSE NO. 15, South 26°11'49" East, 64.00 feet; COURSE NO. 16, South 27°59'18" East, 117.93 feet; COURSE NO. 17, South 22°47'58" East, 60.56 feet; COURSE NO. 18, South 17°52'32" East, 36.70 feet; COURSE NO. 19, South 17°52'32" East, 27.20 feet, to the POINT OF BEGINNING.

COMMERCIAL PROPERTY

A portion of Government Lot 3, Section 5, together with a portion of Government Lot 2, Section 8, all being in Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGIN at an Old Red Cedar Post marking the Southwest corner of said Government Lot 3; thence South 21°03'00" East, 1022.10 feet, to the Northwesterly right-of-way line of U.S. Highway A1A; thence North 48°31'00" East along said Northwesterly right-of-way line, 102.70 feet; thence North 18°28'33" West, 262.63 feet; thence North 71°29'10" East, 83.60 feet, to an intersection with the landward edge of a concrete bulkhead; thence run Northerly along said concrete bulkhead the following five courses and distances: Course No. 1: North 18°09'35" West, 531.94 feet; Course No. 2: North 18°11'15" West, 59.72 feet; Course No. 3: North 17°52'32" West, 87.51 feet; Course No. 4: North 22°47'58" West, 60.56 feet; Course No. 5: North 27°59'18" West, 20.93 feet; thence South 74°00'42" West, 130.00 feet; thence South 15°59'18" East, 25.00 feet; thence South 55°30'42" West, 66.00 feet; thence South 74°00'42" West, 26.01 feet; thence South 21°03'00" East, 5.21 feet, to the POINT OF BEGINNING.

TO  
DECLARATION OF EASEMENT AND USE AND MAINTENANCE AGREEMENT

A tract of land consisting of Parcel "A" as described below together with and including Parcel "B" as described below less and except any portion of the Marina Property or Commercial Property as shown on Exhibit A to this Declaration of Easement and Use and Maintenance Agreement which is included within Parcel "A" or Parcel "B" as described below.

PARCEL "A": RESIDENTIAL PROPERTY

A 22.4 acre tract of land in Government Lot 3, Section 5, Township 7 South, Range 30 East and in Government Lot 2, Section 8; Township 7 South, Range 30 East. The North Boundary being described as follows: Commence at an old red cedar post marking the Southwest corner of Lot 3, Section 5, Township 7 South, Range 30 East; thence East 70.4 feet along the South line of said Lot 3 to a concrete monument; thence continue East 296.03 feet; thence North 27°41' West 915 feet to a point on the North line of the parcel being described for the POINT OF BEGINNING; thence North 67°03' East to the marsh of North River; thence from the POINT OF BEGINNING South 67°03' West to the West line of Government Lot 3, Section 5, Township 7 South, Range 30 East. The South Boundary being described as follows: Commence at an old red cedar post marking the Southwest corner of Government Lot 3, Section 5, Township 7 South, Range 30 East; thence East 70.4 feet along the South line of said Lot 3 to a concrete monument, thence South 41°40' East, 185.74 feet to a point on the South line of the parcel being described for the POINT OF BEGINNING; thence North 67°03' East to the marsh of North River; thence from the POINT OF BEGINNING South 67°03' West to the West line of Government Lot 2, Section 8, Township 7 South, Range 30 East.

Excepting from the above, the following described lands: Commence at an old red cedar post marking the Southwest corner of Lot 3, Section 5, Township 7 South, Range 30 East; thence South 21°03'00" East, 203.56 feet to an intersection with the Southerly line of lands described in Parcel "A" of Official Records Volume 91 page 175; thence North 67°03'00" East, along said Southerly line, 218.49 feet to an intersection with the landward edge of a concrete bulkhead being the POINT OF BEGINNING; thence following the landward edge of said concrete bulkhead for the following two courses and distances; #1 North 18°11'15" West, 59.72 feet, #2 North 17°52'32" West, 23.28 feet; thence North 71°48'45" East for 282.00 feet; thence South 18°11'15" East, for 59.49 feet to the South line of lands described in Parcel "A" of Official Records Volume 91 page 175, thence South 67°03'00" West for 283.10 feet to the POINT OF BEGINNING.

PARCEL "B": RESIDENTIAL PROPERTY

A 22.4 acre tract of land in Government Lot 3, Section 5, Township 7 South, Range 30 East. The North Boundary being described as follows: Commence at an old red cedar post marking the Southwest corner of Lot 3, Section 5, Township 7 South, Range 30 East; thence East 70.4 feet along the South line of said Lot 3 to a concrete monument; thence continue East 296.03 feet; thence North 27°41' West 1437.14 feet; thence North 11°45' West, 454.44 feet; thence North 82°39' West, 62.56 feet to a point on the North line of the parcel being described for the POINT OF BEGINNING and also being the South line of the property described in Deed Book 213, page 263 of the public records of St. Johns County, Florida; thence North 77°44' East to the marsh of North River; thence from the POINT OF BEGINNING South 77°44' West to the West line of Government Lot 3, Section 5, Township 7 South, Range 30 East. The South Boundary being described as follows: Commence at an old red cedar post marking the Southwest corner of Lot 3, Section 5, Township 7 South, Range 30 East, thence East 70.4 feet along the South line of said Lot 3 to a concrete monument; thence continue East 296.03 feet; thence North 27°41' West 915 feet to a point on the South line of the parcel being described for the POINT OF BEGINNING; thence North 67°03' East to the marsh of North River; thence from the POINT OF BEGINNING South 67°03' West to the West line of Government Lot 3, Section 5, Township 7 South, Range 30 East.

ALSO, Together with all alluvium, evulsion, reliction, accretion, riparian and littoral rights now, heretofore or hereafter appertaining or belonging to the above described lands and each and every part thereof.

EXHIBIT C  
TO  
DECLARATION OF EASEMENT AND USE AND MAINTENANCE AGREEMENT

HARBOR WALKWAY

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, 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 three 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, 20.93 feet to the POINT OF BEGINNING; thence leaving said concrete bulkhead run South 74°00'42" West, 25.55 feet; thence North 27°59'18" West 92.07 feet; thence North 26°11'49" West 68.30 feet; thence North 00°31'01" East 108.10 feet; thence North 20°57'58" East, 62.61 feet; thence North 54°30'32" East, 72.15 feet; thence North 69°05'50" East, 19.70 feet; thence South 12°31'44" West, 29.96 feet to the landward edge of aforesaid concrete bulkhead; thence run along said concrete bulkhead the following 5 courses and distances: Course No. (1) South 54°30'32" West, 61.44 feet; Course No. (2) 20°57'58" West, 53.16 feet; Course No. (3) South 00°31'01" West, 93.39 feet; Course No. (4) South 26°11'49" East, 64.00 feet; Course No. (5) South 27°59'18" East 97.00 feet to the POINT OF BEGINNING.

EXHIBIT D  
TO  
DECLARATION OF EASEMENT AND USE AND MAINTENANCE AGREEMENT

COMMERCIAL ACCESS ROAD

A part of Government Lot 2, Section 8, together with a part of Government Lot 3, Section 5, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at an old red cedar post marking the Southwest corner of Government Lot 3, Section 5, Township 7 South, Range 30 East; thence North 21°03'00" West, 5.21 feet; thence North 74°00'42" East, 26.01 feet to the POINT OF BEGINNING; thence North 55°30'42" East, 66.00 feet; thence South 27°36'20" East, 120.39 feet; thence South 34°29'18" East, 100.00 feet, to a point of curvature; thence along and around a curve leading Southeasterly, said curve being concave Southwesterly and having a radius of 125.31 feet, and an arc length of 45.16 feet, said arc being subtended by a chord bearing and distance of South 24°09'48" East, 44.92 feet, to a point of tangency; thence South 13°50'18" East 237.46 feet; thence South 19°02'10" East, 245.44 feet; thence South 22°05'39" East, 261.46 feet to the Northwesterly right-of-way line of State Road A1A; thence South 48°31'00" West along said Northwesterly right-of-way line 50.00 feet; thence North 20°37'05" West, 280.29 feet; thence North 19°02'10" West, 247.25 feet; thence North 13°50'18" West, 239.28 feet to a point of curvature; thence around and along a curve leading Northwesterly, said curve being concave Southwesterly and having a radius of 85.31 feet, and an arc length of 30.75 feet, said arc being subtended by a chord bearing and distance of North 24°09'48" West, 30.58 feet to a point of tangency; thence North 34°29'18" West, 100.00 feet; thence North 39°57'25" West, 120.67 feet to the POINT OF BEGINNING.

EASEMENT FOR INGRESS AND EGRESS (RESIDENTIAL ACCESS ROAD)

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, 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 three 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, 20.83 feet; thence South 74°00'42" West, 130.00 feet; thence South 15°59'18" East, 25.00 feet, to the POINT OF BEGINNING, thence South 55°30'42" West, 66.00 feet; thence North 28°58'52" West, 94.47 feet; thence North 19°48'44" West, 48.88 feet; thence North 08°22'43" West, 53.67 feet; thence North 14°36'12" West, 204.32 feet to the point of curvature of a curve to the right; thence along and around the arc of a curve concave Easterly and having a radius of 325.44 feet, an arc distance of 179.60 feet, said arc being subtended by a chord bearing and distance of North 01°09'29" East, 177.34 feet, to the point of compound curvature of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve an arc distance of 80.13 feet, said arc being subtended by a chord bearing and distance of North 28°41'30" East, 79.57 feet; thence North 24°04'14" West, 96.27 feet; thence North 24°59'36" East, 39.71 feet; thence South 24°04'14" East, 110.93 feet, to an intersection of a curve concave Southeasterly and having a radius of 195.00 feet; thence along and around the arc of said curve, an arc distance of 178.41 feet, said arc being subtended by a chord bearing and distance of North 76°06'39" East, 172.25 feet; thence South 02°27'58" East 31.23 feet, to an intersection of a curve concave Southeasterly and having a radius of 165.00 feet; thence along and around the arc of said curve, an arc distance of 253.91 feet, said arc being subtended by a chord bearing and distance of South 61°00'16" West, 229.59 feet to the point of compound curvature of a curve concave Easterly and having a radius of 296.44 feet, an arc distance of 163.09 feet, said arc being subtended by a chord bearing and distance of South 01°09'29" West, 161.05 feet, to the point of tangency of said curve; thence South 14°36'12" East, 105.00 feet; thence South 20°13'55" East, 186.99 feet; thence South 37°34'30" East, 91.60 feet, to the POINT OF BEGINNING.

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
NOV -4 AM 11:38  
"Bank" Mounted  
CLERK OF CIRCUIT COURT

→ PREPARED BY AND RETURN TO:  
LINDA CONNOR KENNEDY, Attorney  
GALLAGHER, BAUER, WATERS,  
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 14<sup>th</sup> 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 14<sup>th</sup>, 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 13<sup>th</sup> 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 13<sup>th</sup> 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:

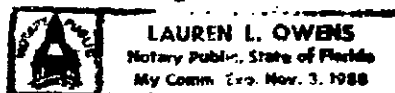


EXHIBIT DEC



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.