

O.R. 880 PG 1710

91

443

OCEAN GALLERY HOMES  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made on the date hereinafter set forth by St. Augustine Ocean Gallery Partners, a Florida general partnership, (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in St. Johns County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Declarant desires to provide for (i) the orderly development of the Property and (ii) the integration of the Property with the Ocean Gallery Property Owners Association, Inc. ("OGPOA") and the Ocean Gallery Complex as described in Exhibit "B" attached hereto and made a part hereof by reference, containing five separate Condominiums ("Complex") so as to promote the well-being of the residents and the value of the Property; and

WHEREAS that Declarant deems it desirable to subject the Property to the burdens and benefits of the OGPOA, a not-for-profit corporation. Such membership, as hereinafter defined, shall allow owners of the Property to use and enjoy all the common property of OGPOA. The OGPOA shall administer and enforce these covenants, conditions, restrictions and limitations set forth herein. The Association shall enforce the easements created herein and shall collect and disburse the assessments hereinafter created.

NOW, THEREFORE, Declarant hereby declares that all of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property and the Complex, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time and attached hereto as Exhibit "C".

Section 2. "Association" shall mean and refer to OGPOA, its successors and assigns. The OGPOA is responsible for the operation, management and maintenance and repair of those properties conveyed to it for the benefit, use and enjoyment of all Condominium unit and Lot owners with the Complex.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time and attached hereto as Exhibit "D".

Section 5. "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved and adopted in the manner set forth in the Declaration, the Articles or the Bylaws.

Section 6. "Common Roads" shall mean and refer to the A1A ingress/egress road described in Exhibit 4 to that Fee Simple Deed by Sun-Mark II Associates and the OGPOA recorded in Official Records Book 674, page 1548, public records of St. Johns County, Florida ("Common Property Deed") and any other road or access ways transferred to the Association.

Section 7. "Common Property". The Association holds title to various properties and recreational facilities located within the Complex which will be for the use of all owners of condominium units and Lots within the Complex. These facilities include the beach area, boardwalks, recreational building, swimming pool, the tennis court facilities as well as the driving and parking areas referenced in the Common Property Deed and all Common Roads and are owned, operated, managed and maintained by the Association for the benefit of all condominium unit and Lot owners within the Complex.

Section 8. "Complex" shall mean all the condominium units and Lots that are or may be constructed upon the property set forth in Exhibit "B", attached hereto and made a part hereof by reference.

Section 9. "County" shall mean and refer to St. Johns County, Florida.

Section 10. "Declarant" shall mean and refer to St. Augustine Ocean Gallery Partners, a Florida general partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the

purpose of development and provided that such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration, Articles and Bylaws. Declarant may assign all or part of its rights on an exclusive or non-exclusive basis in the manner set forth in the Assignment.

Section 11. "Declaration" shall mean and refer to this Ocean Gallery Homes Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

Section 12. "Lot" or "Lots" when used herein shall mean and refer to the Lots, together with the improvements thereon shown on a Plat for the Property. If no Plat has been recorded the reference to Lot shall mean the Property.

Section 13. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles.

Section 14. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration ("VA") or Federal Housing Administration ("FHA") and/or a purchaser or guarantor of such mortgages in the secondary market including without limitation, Federal National Mortgage Association ("FNMA") and Governmental National Mortgage Association ("GNMA"); and the Declarant, if it is holding a first mortgage on any portion of the Property.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A together with improvements thereon.

Section 17. "Property Owners's Association Assessment" shall mean the Lot Owner's share of funds required for the cost of maintaining, repairing and managing property which may be owned by the Association, including the driving surfaces, parking area, boardwalks, ocean-front beach area and certain recreational facilities which are from time to time assessed against Unit and Lot Owners.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Plan. The Complex has been developed with several different condominiums, all of which are connected through the Association and all of which share the Common Property of the Association.

Section 2. Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted by the Declarant in the Common Property, every Owner(s), their successors and assigns and their families and every guest, tenant, and invitee of such Owner(s) is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an Owner for any period during which any Assessment against his Lot remains unpaid and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations;

(b) The right of the Board, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement;

(c) The right of the Board to adopt rules and regulations pertaining to the use of the Common Property;

(d) The right of the Board to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein; and

(e) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property.

Section 3. Delegation of Use. Any Owner may delegate his right of use and enjoyment of the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Owner's Lot.



## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualification for Membership. Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Expenses. Each Lot and Owner will be entitled to use the Property of the Association and shall bear the expenses in the percentages referenced on Exhibit "E", attached hereto and made a part hereof by reference.

Section 3. Association Structure. The Articles of the Association are attached hereto as Exhibit "C". The principal purpose of this corporation is to perform the acts and duties desirable for proper management of the properties to which it holds title or will hold title, which are for the use, enjoyment and benefit of the owners of units of any condominium constructed upon the Complex or Owners of Lots developed in the Complex and to maintain and enforce standards for the architectural and landscaping appearance of the grounds, buildings, structures, facilities, improvements, and plantings upon the lands in the Complex. To achieve these ends, the Association is empowered to levy and enforce collection of assessments that are necessary to perform the acts and duties expressly and impliedly imposed upon it. The Association possesses all powers and duties reasonably necessary to upgrade, manage and maintain the properties to which it holds or may hold title as set forth in the Articles and this Declaration. The Association shall have the power to levy assessments against each unit or Lot Owner within the Complex for purposes of improving, maintaining, repairing and replacing the properties and improvements which it owns for the benefit of unit owners within the Complex. The Association may elect to levy assessments through the particular condominium or homeowners association for apportionment among its members. Each Owner of a condominium unit or Lot within the Complex shall automatically become a member of the Association and shall be entitled to one vote in the Association.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. General. The Board of Directors of the Association shall provide an annual budget in advance of each

fiscal year. The budget shall project anticipated income as well as estimated expenses of operating the Association. The budget shall detail separate estimates for fire insurance and extended coverage, vandalism and malicious mischief insurance for the Common Property, public liability insurance for the Common Property, operating expenses, management expenses, maintenance expenses, repairs, water and sewer charges, replacement reserve and reasonable operating reserves for the Common Property and any other item the Board deems proper or which is required under Florida law. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. Each owner's proportionate share of the assessment shall be calculated according to the formulas listed on Exhibit "E" attached hereto and made a part hereof by reference and subject to the special timing provisions for payment all as stated on Exhibit "E".

Section 2. (i) Assessment. After adoption of the budgets and determination of the annual assessment per unit, the Association shall assess the sum by promptly delivering or mailing notice of it to the Owner of a Lot or person designated to cast the vote of the Lot, as the case may be, at the most recent address shown by the records of the Association. One-twelfth of the annual assessment shall be due and payable in advance to the Association on the first day of each month, regardless of whether or not members are sent or actually receive a written notice. The Association shall have the power to levy special assessments, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein. All income that may be received by the Association from the rental or licensing of any part of the Common Property shall be used for the purpose of reducing prospective common expenses prior to establishing the annual budget. If the annual assessment is not made in any year as required, an assessment in the amount of the last prior annual assessment shall continue in force until changed by an amended assessment.

(ii) Rent Assessment. Each Lot is subject to a one-time rent assessment of \$604.28 which shall be due and payable to the Association at the closing of the sale of each Lot by the Declarant. This \$604.28 rent assessment shall be increased or decreased if there are less than or more than 21 Lots. If there are more or less than 21 Lots the rent assessment for each Lot shall be equal to \$12,690.00 divided by the number of Lots developed on the Property. Finally, the first Lot transferred by the Declarant shall be subject to an additional one time charge of \$2,300.00 which shall be due and payable to the Association at the closing of the sale of the first Lot by the Declarant.

Section 3. Personal Obligation. The Owners of each Lot shall be liable, jointly and severally to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. If assessments are not paid within sixty (60) days after their due date, the Association may elect to declare all past due installments and installments to become due during the remainder of the fiscal year due and payable in full. The assessments shall become a property lien, enforceable by the Association through judicial foreclosure. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of fifteen percent (15%) per annum until paid.

Section 4. Lien. The Association shall have a lien on each Lot for any unpaid assessments and interest thereon levied against the Owner of the Lot. The lien shall be effective from the time of recording a claim of lien in the public records of St. Johns County stating the description of the Lot, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by it are fully paid. All claims of lien shall be signed by an officer or agent of the Association. When any lien has been paid in full, the party making payment shall be entitled to receive a satisfaction of lien in a form that may be recorded before the time of recording the claim of lien. The Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing the lien, and may settle and compromise them if the Association deems it to be in its best interests. Any delinquent Owner shall pay all costs, including reasonable attorneys' fees, for enforcing a lien. The lien shall secure the costs and fees. The Association shall be entitled to bid at any sale held pursuant to any action to foreclose an assessment lien, and to apply as credit against the bid, all sums due to the Association that are covered by the lien.

Section 5. Subordination of Lien. An assessment lien shall be subordinate to any recorded institutional first mortgage, regardless of when the assessment lien claim was recorded, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" is defined as a first mortgage originally executed and delivered to a bank, savings and loan association, real estate investment trust or insurance company authorized to transact business in Florida. Upon recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or the recordation of a deed obtained in lieu of a foreclosure action, any claim or lien for assessment due and payable before recordation shall be deemed canceled, but the lien for assessments due and payable accruing after the recordation of the Certificate of Title or the deed in lieu of

foreclosure shall not be impaired and shall be effective as to the grantee under the Certificate of Title or deed.

Section 6. Liability of Transferee. Any person who acquires an interest in a Lot, except through foreclosure or by voluntary deed in lieu of foreclosure of an institutional first mortgage, shall be liable with the grantor for all unpaid assessments up to the time of the transfer of ownership.

Section 7. Association Certificate. A person purchasing or encumbering a Lot shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against the Lots that have been made and that are due and payable to the Association, and the Association and its members shall be bound thereby.

Section 8. Association Minimum Balance. At any time, the Association may require Lot owners to maintain a minimum balance on deposit with the Association to cover future assessments. The deposit shall be assigned on the fractional basis provided for in Exhibit "E" and shall not exceed three months assessment.

Section 9. Special Assessments for Capital Maintenance or Repair or Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, extraordinary expenses or the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of a majority vote of the Board.

Section 10. Assessments for Failure to Maintain. In the event that an Owner fails to maintain his Lot including mowing of vegetation or the unpaved road in front of the Owner's Lot or the improvements thereupon as required herein, the Association shall give written notice specifying such failure to the Owner and if the Owner fails to correct such unperformed maintenance within ten (10) days from the Association's written notice, the Association may perform such maintenance and the cost of such shall constitute a Special Assessment for which a claim of lien may be filed and enforced.

ARTICLE V  
ARCHITECTURAL CONTROL

Section 1. Architectural Control. The Association's board of directors is empowered to elect and maintain an architectural review committee ("ARC") which shall be responsible for adopting and enforcing the architectural and landscaping standards on behalf of the Association. The Association shall elect an ARC while the Declarant is the owner of any Lot ("Development Period") and during the Development Period the ARC shall consist of three people. One person shall be appointed by the Declarant and one person shall be appointed by the Association. The third person shall be selected by the mutual agreement of the Declarant and the Association. If there is no mutual agreement on a third member of the ARC, Declarant or Association may apply to the circuit or county court for St. Johns County for the appointment of a third person and the cost associated with the court appointed person (not including attorney's fees) shall be shared equally between the Declarant and the Association. The purpose of the architectural review committee is to assure that each Lot and/or Condominium Unit within the Complex uniformly maintains the real property, and improvements thereon, in order to create a pleasing and homogeneous appearance. The ARC will be empowered to order any Lot Owner which does not meet the standards to comply within a given period of time with those standards. If the Lot Owner does not comply, the ARC may direct the Association to perform that work necessary to bring the Lots and improvements thereon into compliance and the Association may levy a special assessment against the Owner of that Lot for costs incurred in achieving compliance. After the termination of the Development Period, the Association may assign the ARC responsibility to its Architectural Control Board as established under its rules and regulations.

Section 2. Powers and Duties of the ARC and the Association. The ARC (or the Association if there is no ARC) shall have the following powers and duties:

(i) To draft Architectural Planning Criteria. The Association has created a set of Architectural Planning Criteria and has sole control of such criteria. The ARC may recommend to the Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board. Notice of any modification or amendment to the Architectural Planning Criteria including a verbatim copy of such change or modification, shall be delivered to each Owner. However, a receipt of a copy of a modification or amendment to the Architectural Planning Criteria shall not

constitute a condition precedent to the effectiveness or validity of such change or modification.

(ii) To require submission to the ARC of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any improvement or structure of any kind, to be constructed by any person or entity, including, without limitation, any building, dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme or other improvement described in Section 4 ("Proposed Improvement") the construction or placement of which is proposed upon any Lot. The ARC may also require submission of samples of building materials and colors proposed for use in the Proposed Improvement and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the Proposed Improvement in accordance with the Declaration and the Architectural Planning Criteria;

(iii) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final.

(iv) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots;

(v) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARC, and shall bear all costs and expenses of such restoration, including costs and

reasonable attorneys' fees of the ARC, plus applicable sales tax;

(vi) In addition, any Owner making or causing to be made any Proposed Improvement or additions to a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Association, and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations; and

(vii) The ARC is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

Section 3. Procedure for Approval of Plans. The ARC shall approve or disapprove the preliminary and final applications for a Proposed Improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not disapproved within such period, they shall be deemed approved. The applications and plans submitted to the ARC shall meet the following standards:

(a) The preliminary application shall be submitted in duplicate and "sketch" form and shall include:

(i) landscape plan by a reputable landscape company showing location, quantity and species of all plants, trees, shrubs and ground cover to be used. Special emphasis shall be placed on the use of flowering plants, shrubs and trees;

(ii) a suggested layout of home on Lot at one fourth inch = 20 feet showing proposed drainage plan, location of all decks, pools, patios, driveways and utility routing;

(iii) dimensioned floor plan at one fourth inch = 1 foot; one section through main living area of house one fourth inch = 1 foot;

(iv) sketch of improvement showing elevations from all sides of house;

(b) Upon approval of the preliminary application, a final application shall be filed in duplicate and shall include everything shown on preliminary application and actual samples of exterior material with specified paint colors applied to those materials; and



(c) Once commenced, construction must be completed within nine (9) months.

Section 4. General Architectural Provisions. No building, fence, wall or other structure, landscaping or exterior lighting plan or any other type of improvement, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC (or if there is no ARC then the Association). Improvements or modifications which are specifically subject to architectural approval include without limitation, the construction of the initial structures on a Lot and the painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, jacuzzis, construction of privacy fences; additions of awnings, shelters, gates, flower boxes, shelves, statues and utility enclosures.

Section 5. Architectural Planning Criteria for Lots. The following are the architectural planning criteria for Lots.

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence containing not less than one thousand seven hundred (1,700) square feet for one story buildings and one thousand nine hundred (1,900) square feet for two story buildings of liveable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports). All buildings shall have a private and enclosed attached or detached garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARC as to use, location and architectural design, no tool or storage room may be constructed separate and apart from the residential dwelling or garage nor can any such structure(s) be constructed prior to construction of the main residential dwelling;

(b) Set Back Restrictions. It is recognized that establishment of standard inflexible setback lines may tend to force construction of buildings in such a manner as to have a detrimental effect on privacy, view, preservation of natural vegetation and trees, traffic flow and other similar considerations. Accordingly, other than the minimum setback set by local zoning laws, no specific setback lines are established herein for Lots, but the ARC shall approve as a part of its review

of the Proposed Improvements, the precise location and site of all structures to be constructed on all Lots. Individual determination of all applicable set back lines shall be made by the ARC. A dwelling may be located upon a single platted lot or on a combination of platted lots and in such event the set back lines shall apply to the outermost lot lines. The ARC may modify the set back restrictions for an individual lot where in its opinion and sole discretion, such modification is necessary for the preservation of trees or the maintenance of overall aesthetics in the area;

(c) Height Limitations. No structure shall exceed thirty-five (35) feet in height without ARC approval and the approval required under the applicable zoning laws;

(d) Exterior Color Plan. The ARC shall have final approval of all exterior materials and colors plans and each Owner must submit to the ARC prior to initial construction and development upon any Lot a color plan and indication of materials showing the color and materials of the roof, exterior walls, shutters, windows and exterior trims which shall be consistent with the homes in the surrounding areas;

(e) Roofs. Flat roofs shall not be permitted unless approved by the ARC. The pitch of roof shall be subject to approval by the ARC. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the ARC;

(f) Garages and Automobile Storage. In addition to the requirements stated in Paragraph (A) above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. All overhead doors shall be kept closed when not in use. No carports will be permitted unless approved by the ARC. Automobiles shall be stored in garages or driveways when not in use. No garage shall be converted to living space, unless a garage in compliance with these provisions, is constructed in its stead and unless the facade of the enclosed garage is approved by the ARC and a new garage in compliance with these restrictions is built;

(g) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least

sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed of an approved material;

(i) Games and Play Structures. No tennis courts or play structures located outside the dwelling shall be constructed without prior approval of the ARC and, without limiting any other criteria for approval, the ARC shall review the height of such structure to assure the privacy of neighboring Owners;

(j) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARC;

(k) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the ARC prior to initial construction and development thereon. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Lot unless approved by the ARC. Any vegetable garden shall be screened from view with an approved form of screening;

(l) Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall either be kept within an enclosure constructed with each dwelling in a location approved by the ARC or in a community dumpster at a site approved by the ARC. All Lots shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the ARC or the Association shall have the discretion to rectify any violation of this subsection ten days after the Owner of such Lot has received written notice, and that Owner shall be responsible for all expenses by the ARC or the Association incurred pursuant to this section, which expenses shall constitute a lien against the Lot enforceable in appropriate court of equity or law;

(m) Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. This provision shall not prohibit temporary construction trailers on each Lot;

(n) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view by a fence, wall or shrubbery;

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

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

(q) Lot Size. No Lot which has been improved by the construction of a single family dwelling shall be further subdivided or separated into small lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments. Subject to the prior written consent of the Association, the Declarant shall have the right to modify the condominium plats of the Property for use of Lots as roadways or in such other manner as Declarant deems necessary or convenient;

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

#### ARTICLE VI

##### USE RESTRICTIONS FOR LOTS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Lots shall be in accordance with the following restrictions and conditions so long as the Lots are subject to this Declaration:

Section 1. Residential Uses. Lots shall be used for residential living units and for no other purpose, and no business

or commercial building may be erected on any Lot and no business may be conducted on any part of any Lot;

Section 2. Antennae. No aerial, antenna, or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any improvement on such Lot;

Section 3. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street;

Section 4. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board and the written decision of the Board shall be dispositive of such dispute or question;

Section 5. Signs. No signs may be placed on any mailbox, house or Lot without the approval of the ARC. "For Sale" or "For Rent" signs no greater than three square feet may be placed on a Lot provided, however, the Board may, at its discretion, determine to require a standard "For Sale" or "For Rent" sign which shall thereafter be required;

Section 6. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. Request for approval of installation of any type of solar equipment shall be included in the development plan and must be approved in accordance therewith;

Section 7. Window Coverings. No reflective window coverings or treatments shall be permitted on any building in the Property. All window coverings shall have linings or other treatment so that the exterior appearance of the window appears neutral from the street and further no unsightly objects shall be placed in the windows so as to be visible from the street. The ARC, at its discretion, may control or prohibit other window coverings and treatments not reasonably compatible with aesthetic standards set forth herein;

Section 8. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all

terrain vehicles or "dirt bikes" may be operated on the Property off of paved roadways and drives;

Section 9. Noise. Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player of musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors;

Section 10. Pets and Animals. No animals except common domestic household pets, within the ordinary meaning and interpretation of such words, may be kept, maintained or cared for in any Lot or within the Property. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance; and no pets will be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash or under voice control. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Upon written request of any Owner, the Board may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Board in such matters is conclusive and shall be enforced as other restrictions contained herein. No pet may be maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels for boarding or operation shall be allowed;

Section 11. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot;

Section 12. Lawful Use. No improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed;

Section 13. Repair and Parking of Vehicles. No commercial or inoperative vehicle shall be parked in the street or in the driveway on any Lot. No vehicles shall be parked on the street overnight but shall be stored in garages with the doors closed or parked in the driveway. Boats, trailers, campers and



motor homes must be stored in garages. No vehicle repair shall be performed in the driveway unless it is of a short term duration or repairs which take less than three (3) hours;

Section 14. Burning of Construction Debris. Lot clearing debris or Lot maintenance debris will not be permitted on the Lots. Construction debris, clearing debris or pollutants will not be permitted to be buried on any Lot;

Section 15. Additional Use Restrictions. The Board may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Lots and to waive or modify application of the foregoing use restrictions with respect to any Lot as the Board, in its sole discretion, deems appropriate;

Section 16. Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or in the non-paved road in front of any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot or in the non-paved roadway in front of any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot and the non-paved roadway in front of any Lot including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. In the event that any Owner fails or refuses to keep his Lot or the non-paved roadway in front of any Lot free of weeds, underbrush, refuse piles, debris or other unsightly growth or objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, after written notice to Owner, the ARC or the Board may authorize its agents to enter upon the Lot or upon the non-paved roadway in front of any Lot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot and the non-paved roadway in front of any Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot;

Section 17. Prohibition on Mobile Homes. No mobile home, as defined as a detached, vehicular portable structure built on a chassis, designed and used as the residence of not more than one family and constructed to be transported after fabrication on its own wheels upon streets or highways, shall be allowed on any Lot. However, this provision shall not prohibit the use of a



mobile home as a temporary construction trailer used during the construction of any improvement on the Lot.

ARTICLE VII

RIGHTS OF MORTGAGEES

Section 1. Mortgagee Notice Rights. Upon written request to the Association, identifying the name and address of a Mortgagee, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss of any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee;

(b) Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection, upon written request during normal business hours or under other reasonable circumstances.

ARTICLE VIII

INSURANCE CONDEMNATION AND RECONSTRUCTION

Section 1. Damage to or Condemnation of the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, due to casualty, natural events, condemnation or conveyance in lieu thereof, the improvements shall be repaired or restored by the Owner. In the event that the damage, destruction or condemnation renders the improvements uninhabitable or the damage is so substantial that the Owner

determines not to rebuild the improvements on the Lot, the Owner shall clear the debris and have the Lot leveled within 60 days from the date of destruction or damage and shall thereafter maintain the Lot in a clean and sanitary condition.

Section 2. Damage to Common Property Due to Owner Negligence. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his tenants, family, guests or invitees, such damage shall be repaired by the Association and the cost of repair thereof shall be a Special Assessment against such Owner. The Association shall obtain and maintain insurance policies insuring the interests of the Association as hereinafter described.

#### ARTICLE IX

##### EASEMENTS

Section 1. Easement for Unintentional Encroachment. The Declarant hereby grants an exclusive easement for the unintentional encroachment by any improvement on Common Property upon any Lot caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment which easement is appurtenant to the encroaching property to the extent of such encroachment.

#### ARTICLE X

##### MAINTENANCE RESPONSIBILITIES

Section 1. Owner/Maintenance Responsibility. Each Owner is obligated to and responsible for performing all maintenance, repair and restoration in connection with its Lot and all improvements thereupon. Each Owner shall maintain the exterior of all buildings and improvements on the Owner's Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Owners shall further assure that no weeds, underbrush or other unsightly vegetation is permitted to grow or remain upon Owner's Lot or the roadway existing between the property on Owner's Lot and the paved surface of any road and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot or the roadway existing between the property on Owner's Lot and the paved surface of any road.

Section 2. Enforcement of Owner Maintenance Responsibility. In the event that any Owner fails or refuses to maintain his Lot in the manner set forth above, after written notice to Owner, the Board may authorize its agents to enter upon the Lot or the roadway existing between Owner's Lot and the paved surface of any road and perform any necessary maintenance, the cost thereof shall be assessed against the Owner of the Lot as a special assessment. In the event that any Owner leases his Lot and the improvements thereon to a tenant, the Board shall notify the Owner and it shall be the Owner's responsibility to assure that the maintenance is performed.

Section 3. Association Maintenance Obligations. Notwithstanding any other specific requirements set forth therein, the Association is obligated to and responsible for performing all maintenance, repair and restoration in connection with the Common Property, any assigned landscape areas (including but not limited to the landscaping along AIA between any wall constructed and maintained by the Association and the paved portion of the AIA right-of-way) and any improvements thereon. In addition, the Association may be designated by the Declarant or by a governmental entity as the entity responsible for maintenance of land which is not owned by it but which serves to benefit the Owners in general including, without limitation, rights of way, drainage ditches or areas, berms, fences, conservation areas.

Provided, however, to the extent that the Association maintains any landscaped areas, the Association does not guaranty or warrant any of the landscaping or other flora or plants installed by it or its agent. Accordingly, in the event that any landscaping plants or flora which the Association installs does not survive, the Association may replace such landscaping plants or other flora with substitute plant material of its own selection, using its best judgment and discretion, and is not required to replace the landscaping or flora with exactly the same plant material.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant or by 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. The Board may adopt rules and regulations imposing

reasonable procedures for imposing reasonable fines for the breach by any Owner or guest or invitee of any Owner of the covenants and restrictions contained herein.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a termination thereof is approved by the Owners holding ninety-percent (90%) of the votes of the Association.

Section 4. Amendment. The Board and the Declarant so long as it owns Lots, have the right without consent or joinder of any Owner or Mortgagee to (a) amend this Declaration, provided that such amendments shall conform to the general purposes and standards of the covenants and restrictions, herein contained, (b) amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions herein contained, (c) include in any supplemental declaration or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements herein contained and (d) release any Lot from any part of the covenants and restrictions which have been violated, if the Board, in its sole judgment determines such violation to be a minor or insubstantial violation. In addition, this Declaration may be amended during the first twenty (20) years after recording of this Declaration by an instrument signed by members of the Association representing not less than ninety percent (90%) of all the votes of the Association, and thereafter by an instrument signed by members of the Association representing not less than seventy-five percent (75%) of all the votes of the members. Any amendment must be recorded. Notwithstanding any other provision in this Declaration the formula for sharing common expenses as stated in Exhibit "E" shall not be amended without the consent of seventy five percent (75%) of all the Lot Owners.

Section 5. Notice of Transfer of Lot and Certificate of Occupancy. Declarant shall give the Association written notice of the transfer or conveyance of any Lot from it to a new Lot Owner within ten (10) days from the effective date of the transfer. The notice shall include the name and mailing address of the new Lot Owner and the date of transfer. The Lot Owner shall give the Association notice of an issuance of a certificate of occupancy for

O.R. 880 PG 1732

any improvement on a Lot within ten (10) days of the issuance of the Certificate of Occupancy.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of September, 1989.

Signed, sealed and delivered in the presence of:

Michael Strole  
Jane Bauman

Michael Strole  
Jane Bauman

St. Augustine Ocean Gallery Partners, a Florida general partnership, by its general partners

J. Andrew Seawright  
J. Andrew Seawright, a general partner

M. Walter Dusseau  
M. Walter Dusseau, a general partner

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 28th day of September, 1989 by J. Andrew Seawright and M. Walter Dusseau, the general partners of St. Augustine Ocean Gallery Partners, a Florida general partnership, on behalf of the partnership.

Michael Strole  
MICHAEL STROLE  
Notary Public, State of Florida  
My Commission Expires 10/16/93

EML:ah  
00154

ORIGINAL

O.R. 880 PG 1733

JOINDER AND CONSENT

The undersigned, THE FIRST, F. A., hereby joins in and consents to this Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Gallery Homes.

Approved 12-26-90  
SF3

THE FIRST, F.A.

Witness

BY:

Louis E. Laubscher  
Senior Vice-President

Witness

STATE OF FLORIDA

COUNTY OF Orange

The foregoing Joinder and Consent was acknowledged before me this 3 day of January, 1991, ~~1990~~ by Louis E. Laubscher, Senior Vice-President, who acknowledged before me that he executed the same for the purposes therein expressed and under the authority duly vested in him by The First, F. A.

[SEAL]

Marcia A. Zolander  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION END DEC 9, 1992  
66424 WARD GENERAL INS UND

O.R. 880

PG 1734

EXHIBIT A

PARCEL 1:

A parcel of land in Government Lot 4, Section 15, Township 8 South, Range 18 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Beginning use the intersection of the North boundary line of lands as described in Official Records Book 478, page 298, public records of said County, and the East right-of-way line of State Road A-1-A; thence South 14 degrees 58 minutes 00 seconds East along said East right-of-way line 300.22 feet; thence North 75 degrees 02 minutes 00 seconds East along the North line of a ingress and egress roadway, 79.74 feet to angle point in said North line; thence North 33 degrees 31 minutes 20 seconds East, 67.74 feet to the P.C. of a Nontangent curve to the right having a radius, chord and chord bearing of 259 feet, 55.77 feet and North 81 degrees 12 minutes 51 seconds East; thence around the arc of said curve, 55.88 feet to a Point of Reverse curvature of a curve to the left having a radius, chord and chord bearing of 25 feet, 34.73 feet and North 43 degrees 24 minutes 06 seconds East; thence around the arc of said curve 38.39 feet to the P.T. of said curve; thence North 00 degrees 35 minutes 30 seconds West, 231.27 feet to said North boundary line of lands as described in Official Records Book 478, page 298, public records of said County; thence South 89 degrees 24 minutes 30 seconds West, 298.88 feet along said North line to the Point of Beginning.

1003

EXHIBIT  
A



COPY

O.R. 880 PG 1735

PARCEL 2:

A parcel of land in Government Lot 4, Section 15, Township 8 South, Range 18 East, St. Johns County, Florida and be no more particularly described as follows:

For a Point of Commencement, use the intersection of the North boundary line of lands as described in Official Records Book 478, page 258, public records of said County, and the East right-of-way line of State Road A-1-A; thence South 14 degrees 38 minutes 08 seconds East along said East right-of-way line 146.22 feet to the Point of Beginning; thence continue South 14 degrees 38 minutes 08 seconds East, 331.77 feet; thence North 75 degrees 02 minutes 08 seconds East, 151.65 feet to the P.C. of a nontangent curve to the right having a radius, chord and chord bearing of 421.17 feet, 241.54 feet and North 11 degrees 18 minutes 31 seconds East; thence around the arc of said curve 246.64 feet to the P.T. thence North 29 degrees 23 minutes 36 seconds East, 43.68 feet to the P.C. of a nontangent curve to the right having a radius, chord and chord bearing of 154.8 feet 21.27 feet and North 57 degrees 38 minutes 59 seconds West; thence around the arc of said curve 21.27 feet to the Point of Reversal curvature of a curve to the left having a radius, chord and chord bearing of 231.0 feet, 189.54 feet and North 88 degrees 44 minutes 45 seconds West; thence around the arc of said curve, 195.38 feet to the P.T. of said curve; thence South 66 degrees 32 minutes 48 seconds West, 67.74 feet; thence South 71 degrees 02 minutes 08 seconds West, 79.24 feet to the Point of Beginning.

COPY

O.R. 880 PG 1736

**PARCEL 3:**

A parcel in Government Lot 4, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of lands as described in Official Records Book 478, page 298, public records of said County, and the East right-of-way line of State Road No. A-1-A; thence South 14 degrees 59 minutes 00 seconds East along said East right-of-way line 1017.29 feet to the Point of Beginning; thence continue South 14 degrees 59 minutes 00 seconds East, 166.65 feet to the P.C. of a curve to the left having a radius, delta and chord of 15,389 feet 06 degrees 35 minutes 00 seconds and 133.35 feet; thence southeasterly around the arc of the curve 133.36 feet to the South line of said tract; thence North 09 degrees 24 minutes 30 seconds East 146.12 feet on said South line; thence North 04 degrees 35 minutes 38 seconds West 124.34 feet to the P.C. of a curve to the left having a radius, delta and chord of 93 feet, 30 degrees 58 minutes 31 seconds, and 48.15 feet; thence Northwesterly around the arc of said curve 48.15 feet to a Point of Reversal Curvature for a curve to the right having a radius, delta and chord of 117 feet 52 degrees 22 minutes 13 seconds, and 103.26 feet; thence Northwesterly and Northwesterly around the arc of said curve 106.90 feet to the P.T. of said curve; thence North 21 degrees 14 minutes 13 seconds East 51.75 feet to the southerly line of a 66 foot right-of-way for ingress and egress said point being on a curve to the left, said curve being non tangent to the last line; said curve having a radius, chord and chord bearing of 282 feet, 166.36 feet and North 87 degrees 19 minutes 35 seconds West; thence Northwesterly around the arc of said curve, 166.36 feet to the P.T. of said curve; thence South 71 degrees 02 minutes 00 seconds West, 157.8 feet to the Point of Beginning.

393

REC 674 PAGE 1551

description:

O.R. 880 PG 1737

## THE OCEAN GALLERY

A parcel of land in Government Lots 1 and 4 in Section 13, Township 8 South, Range 30 East, St. Johns County, Florida, being further described as follows:

Beginning at a point of intersection of the East right-of-way line of State Road No. A-1-A, said right-of-way line being 50 feet East of the centerline of said road, with a line 300 feet North of and parallel with the South line of said Government Lot 4, said point also lying on a curve concave Southwesterly and having a radius of 11,509.20 feet (a radial to said curve bears N.  $75^{\circ}41'50''$  E.); thence Northwestarly along said curve 133.36 feet through a central angle of  $00^{\circ}39'50''$ ; thence tangent N.  $14^{\circ}58'00''$  W., 1136.64 feet; thence N.  $89^{\circ}24'30''$  E., 1596 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly along said mean high water line, 1289 feet more or less to its intersection with a line which bears, N.  $89^{\circ}24'30''$  E. from the "TRUE POINT OF BEGINNING"; thence S.  $89^{\circ}24'30''$  W., 1408 feet more or less to the "TRUE POINT OF BEGINNING".

Containing 44.1 acres more or less

Together with any littoral rights thereunto appertaining.

COPY

## ARTICLES OF INCORPORATION

OF

## THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC.

The undersigned do hereby associate themselves together for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida and do hereby certify:

1. NAME. The name of the corporation is The Ocean Gallery Property Owners Association, Inc., hereafter called the "Association."

2. LOCATION. The principal office of the Association is located at Route 5 Box 17-K, St. Augustine, County of St. Johns, Florida.

3. The Registered Agent and the street address of the initial Registered Office of this corporation shall be: John W. McWhirter, Jr., 201 East Kennedy Boulevard, Suite 821, Tampa, Florida 33602.

4. DURATION. This corporation shall exist perpetually.

5. PURPOSE.

5.1 The Association shall be conducted as a non-profit organization for the benefit of its members and the Association shall make no distribution of income to its members, directors or officers.

5.2 The specific purposes for which the Association is formed are to provide for the maintenance, operation, repair, management and preservation of the common areas of that property which the Developer intends to develop as a multiple condominium complex, known as the Ocean Gallery Complex which is described in Exhibit B to the original declaration of condominium filed in the plat book of the Public Records of St. Johns County. Additionally, the Association is formed in order to assure a homogeneous architectural and landscaped appearance of all condominiums and common areas within the complex for the aesthetic pleasure and benefit of all unit owners.

6. POWERS. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

6.1 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declarations of Condominium applicable to the property and recorded or to be recorded in the Office of The Clerk of the Circuit Court of St. Johns County, Florida and as the same may be amended from time to time as therein provided, the Declarations being incorporated herein as if set forth at length;

6.2 To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

6.3 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

OGrev5/32a/cjf

EXHIBIT

6.4 To borrow money, and with the assent of three-fourths (3/4) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6.5 To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of the members, agreeing to such dedication, sale or transfer;

6.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of three-fourths (3/4) of the members;

6.7 To enforce by legal means the provisions of Ocean Gallery Condominium Declarations, these Articles, and the Bylaws and Rules and Regulations adopted by the Association;

6.8 To enforce a policy of preventing the use of any recreational facilities by persons other than owners of condominium units within the complex and/or persons permitted to use such facilities as provided for in the Bylaws of the Association;

6.9 To pay taxes, which may be levied upon the Association;

6.10 To enforce by whatever means are necessary including legal means, the standards of the Architectural Review Committee applicable to landscaping and exterior appearance of individual condominiums within the complex; and/or, achieve compliance with the Architectural Review Standards by hiring contractors or other persons to perform the work or take the steps necessary to comply.

7. **MEMBERSHIP.** Any person or entity who is a record owner of a fee interest in a unit in the Ocean Gallery Complex is subject to assessment by the Association, and shall be a member of the Association. This is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association. Membership shall be established by the acquisition of fee title to a unit or by conveyance, judicial decree or otherwise provided that such acquisition shall be approved in accordance with and conform to the provisions of these Articles, the Declaration, and the Bylaws of the Association, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee interest in a unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more units or who may own a fee ownership interest in units so long as such party shall retain title to or a fee ownership interest in any unit.

8. **VOTING RIGHTS.** The Association shall have only one class of voting membership.

8.1 All owners of units of any condominium within the complex shall be members of the association and shall be entitled to one vote for each unit owned. Where more than one person holds an interest in any unit, all such persons shall be deemed members of the Association, however, in no event shall more than one vote be cast with respect to any such unit and it shall be the responsibility of the persons holding an interest in the unit to determine how that vote shall be exercised.

8.2 **SUMARK II ASSOCIATES**, a joint venture (hereinafter referred to as "Developer") shall be deemed an owner of each

unit which has been issued a certificate of occupancy but to which title has not been transferred to a purchaser other than a developer. The Developer shall be entitled to cast one vote for each such unit.

8.3 On all matters on which the membership shall have entitlement to vote, there shall be only one vote for each unit which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the Bylaws hereafter adopted for the Corporation.

1987 = 5  
July 1988 - changed  
to 7 owners

9. BOARD OF DIRECTORS. The affairs of this Association shall be managed by a Board of not less than three or more than nine Directors, who need not be members of the Association. The initial Board of Directors shall number five and this number may be changed by amendment of the Bylaws of the Association. Name and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME

ADDRESS

J. L. Michal

904 E. Sandalwood Drive, N.  
Plant City, FL 33566

J. Andrew Seawright

204 Valencia Ct., N.  
Plant City, FL 33566

Edwina B. Wright

1101 West Valencia Road  
Plant City, FL 33566

9.1 The Board of Directors, until relinquishment of control by Developer or its nominee, shall consist of five directors which directors need not be members of the corporation.

After relinquishment of control by Developer, the Board of Directors shall consist of the number of directors determined in accordance with the By-Laws. After relinquishment of control by Developer the majority of Directors shall be members of the Corporation.

9.2 Directors of the Corporation shall be elected at the annual meeting of the members in a manner determined by the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Don Herold  
Judy Seawright

9.3 At the first annual meeting of the members after Developer has relinquished control, the members shall elect three directors for a term of one year and two directors for a term of two years; and, at each annual meeting thereafter the members shall elect the directors as necessary and for a term of two years. (July 1987)

Ken Driford  
Richard Young

9.4 The Board of Directors, upon instructions issued pursuant to a majority vote of the Architectural Review Committee, shall implement the steps and procedures necessary to bring any condominium within the complex into compliance with the standards of the Architectural Review Committee, which standards are to be designed to maintain an aesthetically pleasing, homogeneous appearance of the landscaping, common grounds, common elements and building exteriors.

9.5 The Developer may relinquish control of the Property Owner's Association to the members at any time it so desires but in no event shall control be relinquished more than 120 days after 70% of the units to be constructed in the complex have been conveyed by the Developer or 5 years from the date of the first deed to a unit in the complex if that anniversary date occurs before 70% of the units have been conveyed.

- 9.6 The affairs of the corporation shall be managed by the officers in accordance with the Bylaws. The officers shall be elected by the Board of Directors at the first Board meeting following the annual meeting of the members of the corporation, which officers shall serve at the direction of the Board of Directors. Names and addresses of the officers who shall serve until successors are appointed by the Board of Directors are as follows:

NAME	ADDRESS
PRESIDENT:	J. L. Michal 904 E. Sandalwood Drive, N. Plant City, FL 33566
VICE PRESIDENT/TREASURER:	J. Andrew Seawright 204 Valencia Ct., N. Plant City, FL 33566
SECRETARY:	Edwina B. Wright 1101 West Valencia Road Plant City, FL 33566

#### 10. ARCHITECTURAL REVIEW COMMITTEE.

- 10.1 The Association shall maintain the Architectural Review Committee, to oversee the individual condominium associations in their landscaping, grounds keeping, exterior building maintenance, and general maintenance of the common elements. The Architectural Review Committee shall consist of not less than three nor more than seven persons, each of whom must be members of the Association. The initial number of committeemen shall be three. The number of the committeemen may be changed by amendment of the Bylaws of the Property Owners Association. The names and addresses of the persons who are to act in the capacity of committeemen until the selection of their successors are:

- 1) J. L. Michal, 904 E. Sandalwood Drive, N., Plant City, FL 33566
- 2) J. Andrew Seawright, 204 Valencia Ct., N., Plant City, FL 33566
- 3) Edwina B. Wright, 1101 West Valencia Road, Plant City, FL 33566

These three Architectural Review committee members shall serve in their capacity until such time as the developer has sold all units proposed to be constructed by him within the complex, except that members may be replaced by the developer during that period of time should a vacancy occur.

- 10.2 At the first annual meeting of the Property Owners Association after the time that the developer has conveyed the last unit proposed to be developed by him upon the property of the complex, the members of the Association shall elect three committeemen for a term of one year and at each annual meeting thereafter the members shall elect three committeemen for a succeeding one year term.

11. DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the members. 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 to be used for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.



12. AMENDMENTS. Amendment of these Articles shall require the assent of seventy five percent (75%) of the entire membership. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon the vote of the majority of the Directors, or by a majority vote of the members whether meeting as members or by an instrument in writing signed by them. Upon any amendment by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than 20 days nor later than 60 days from the receipt by him of the proposed amendment(s), and it shall be the duty of the secretary to give each member written or printed notice stating the time and place of the meeting and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten nor more than 30 days before the date set for such meeting.

At such meeting the amendment(s) proposed must be approved by an affirmative vote of not less than seventy five percent (75%) of the members of the Association in order for such amendment(s) to become effective. Thereupon such amendment(s) to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State, State of Florida, and upon registration of said amendment(s) with said Secretary of State a certified copy thereof shall be recorded in the public records of St. John's County, Florida within ten days from the date on which the same are so registered. At any meeting held to consider such amendment(s) of these Articles of Incorporation, the written vote of any member shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written notice is delivered to the Secretary of the Corporation at or prior to such meeting.

Notwithstanding these provisions, until the Developer has relinquished control of the Corporation, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer, successor or assigns.

1. BYLAWS. The first Bylaws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

13.1 The standards of the Architectural Review Committee shall be adopted by the Architectural Review Committee and may be altered, amended or rescinded in a manner provided by the Bylaws.

14. INDEMNIFICATION. Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel 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 Corporation whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein Director or Officer is adjudged of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement for indemnification the Corporation approved such settlement and reimbursement as being in the best interest of the Corporation. 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.

15. SUBSCRIBERS. The names and addresses of the Subscribers of these Articles of Incorporation are as follows:

NAME

J. L. Michal

J. Andrew Seawright

Edwina B. Wright

ADDRESS

904 E. Sandalwood Drive, N.  
Plant City, FL 33566

204 Valencia Ct., N.  
Plant City, FL 33566

1101 West Valencia Road  
Plant City, FL 33566

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 3d day of August, 1962.

*J. L. Michal*  
*J. Andrew Seawright*  
*Edwina B. Wright*

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

BEFORE ME, the undersigned authority, personally appeared J. L. Michal, J. Andrew Seawright, and Edwina B. Wright, who being first duly sworn acknowledge that they have executed the foregoing Articles of Incorporation for the purposes therein expressed this 3d day of August, 1962.

*Charles Haskins*  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 27, 1965  
BONDED THROUGH HILLSBOROUGH AND

## BYLAWS

OF

THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC., a condominium association not-for-profit under the laws of the State of Florida.

1. IDENTITY.

These are the BYLAWS of THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation which were filed in the office of the Secretary of the State of Florida on August 11, 1982. These Bylaws are subject to the Articles of Incorporation of The Ocean Gallery Property Owners Association, Inc. and the various condominium declarations of The Ocean Gallery complex which is a multi-phased condominium project located in St. Johns County, Florida.

- 1.1 The office of the Association will be at Route 5 Box 17K, St. Augustine, St. Johns County, Florida.
- 1.2 The fiscal year of the Association shall be from January 1, to December 31st commencing January 1, 1983.
- 1.3 The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

2. MEMBERS' MEETING.

- 2.1 The annual members' meeting shall be held at the office of the Association or at such other location as may be determined by a majority of the Directors, on the 3rd Saturday in July of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.
- 2.2 Special members' meetings 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 one-third of the entire membership.
- 2.3 Notice of all members' meetings stating the time and place and objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days, nor more than 60 days prior to the date of the meeting. The post office certificate of mailing shall be retained as proof of such mailing. Notice of meeting may be waived before or after any meeting except annual meeting.
- 2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. A member may join in the action of a meeting by signing and concurring in the minutes thereof within 10 days after such meeting. A joinder shall not be used as evidence of the presence of such member for the purpose of determining a quorum.
- 2.5 Each unit shall be entitled to 1 vote.
- 2.6 Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and for any meeting adjourned and reconvened within 14 days because of the failure to obtain a quorum when first called, and must be filed with the Secretary before or at the appointed time of the meeting.

2.7 Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

2.8 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:

Roll Call and certification of proxies.  
Proof of notice of meeting or waiver of notice.  
Reading and disposal of any unapproved minutes.  
Report of Officers.  
Report of Committee.  
Election of Directors.  
Unfinished Business.  
New Business.  
Adjournment.

### 3. DIRECTORS.

3.1 The Board of Directors shall consist of not less than 3 persons nor more than 9, as is determined from time to time by the members of the Association. Each member of the Board of Directors shall be either a unit owner, have an interest therein, or in the event of a corporate ownership, be an officer or designated agent thereof, except as herein provided.

3.2 Election of Directors shall be conducted in the following manner: Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association. There shall be no cumulative voting.

3.3 Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

3.4 The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.5 The organizational meeting of a newly elected Board of Directors shall be held within 10 days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum is present.

3.6 Regular meetings of the Board of Directors 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 telegraph at least 3 days prior to the date named for such meeting unless such notice is waived. The order of business at meetings of the Board of Directors shall be:

Roll call.  
Proof of notice of meeting or waiver of notice.  
Reading and disposal of any unapproved minutes.  
Reports of officers and committees.  
Election of officers, if applicable.  
New business.

3.7 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third or more of the members of the Board.

Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

3.9 A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board must be approved by a majority of the total Board membership. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 The presiding officer at a Directors' meeting shall be the President. If the President is not able to attend, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their members to preside.

3.11 Directors' fees, if any, shall be determined by the members of the Association.

3.12 A Director may be removed with or without cause, or for the failure to be either a unit owner, or have an interest therein, or in the event of corporate ownership of a unit, be an officer or designated agent thereof. The removal and subsequent replacement of a Director pursuant to this paragraph shall be by the majority vote of the members of the Association, and said vote shall be taken at a special meeting called for that purpose.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

All of the powers and duties of the Association shall be exercised by the Board of Directors including those powers and duties existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of the Condominium and amendments thereto which govern the use of the lands and shall include but shall not be limited to the following:

4.1 To make and collect assessments against members to defray the associations' expenses.

4.2 To use the proceeds of assessments in the exercise of its powers and duties.

4.3 To maintain, repair, replace and operate the condominium properties.

4.4 To reconstruct or improve after casualty and further improve the properties.

4.5 To make and amend rules and regulations respecting the use of the property, units and appurtenances, the common elements, and all the facilities owned or controlled by the Association in the Condominium. Each breach or violation of the foregoing Rules and Regulations may result in a fine or special assessment of up to \$50.00 to the violator or unit owner. In addition to all other legal remedies. When such fine is levied, it will constitute a lien against the unit owned or occupied by the violator unless paid within 10 days of receipt of written notice thereof. No member of the Association shall be fined except after one written warning has been issued to the alleged violator and after said member is given a written

notice of the alleged violation or infraction and of an opportunity to be heard before the Board of Directors in person or by his duly appointed representative, and any fine must be approved by two-thirds of the entire Board of Directors.

- 4.6 To enforce by legal means the provisions of the Declaration, the Articles, the Bylaws of the Association and the Rules and Regulations for the use of the properties in the condominium.
- 4.7 To contract for management of the association's property or property it is obligated to maintain and to delegate to such management firm all power and duties of the Association, except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or membership of the Association.
- 4.8 To pay taxes and assessments which are liens against any association property.
- 4.9 To carry insurance for the protection of unit owners and the Association against casualty and liabilities.
- 4.10 To enter into all contracts necessary for the conduct of the affairs of the Association, including, but not limited to, contracts for all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.
- 4.11 To employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.
- 4.12 To buy, hold, sell, assign, and convey real and personal property when authorized by the Declaration.

#### 5. OFFICERS.

- 5.1 The executive officers of the association shall be a President, a Vice-President, a Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors and who may be with or without cause removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.
- 5.2 The President shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power of appointing committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.
- 5.3 The Vice-President shall, in the absence of or disability of the President, exercise the powers and duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- 5.4 The Secretary shall keep the minutes of the proceedings of the Directors and of the members. He shall attend to the giving and serving of all notices 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 an Association and as may be required by the Directors or the President

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with generally accepted accounting principles, and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium villages.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declarations and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the unit owner or owners, the dates and the amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments.

6.2 Budget.

The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the costs of performing the functions of the Association, and the income of the Association including, but not limited to, the following items:

Common Cost and Expense Budget.

(a) Maintenance and operation of Common Elements; including, but not limited to, landscaping, and walkways, swimming pools, playareas and recreation facilities, if any.

(b) Utilities.

(c) Liability and casualty insurance.

(d) Administration.

(e) Reserves for replacements and deferred maintenance.

Proposed assessments against each member.

6.3 Copies of the proposed budget and proposed assessments shall be transmitted to each member 30 days before the start of the fiscal year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amendment shall be furnished each member concerned.

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by at least two members of the Board of Directors. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year.



6.5 An examination of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than October 1 of the year following the fiscal year for which the report is made. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

6.6 Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the Corporation, or with the Statutes of the State of Florida.

8. AMENDMENTS. Amendments to the Bylaws shall be proposed and adopted in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment must receive approval of not less than two-thirds of the votes of the entire membership of the Board of Directors and not less than 66 2/3% of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within 10 days after such meetings.

8.3 An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other.

8.4 An amendment when adopted shall become effective only after being recorded in the Public Records of St. Johns County, Florida.

8.5 These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration.

The undersigned President and Secretary of THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the foregoing were unanimously approved as the Bylaws of THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC., a association not-for-profit under the laws of the State of Florida, at the meeting of the Board of Directors held on February 8, 1983.

OCEAN GALLERY PROPERTY  
OWNERS' ASSOCIATION, INC.

Attest:

Secretary

By: \_\_\_\_\_

O.R. 880 PG 1750

THE OCEAN GALLERY PROPERTY  
ASSOCIATION, INC.

By: \_\_\_\_\_  
PRESIDENT

ATTEST:

By: \_\_\_\_\_  
SECRETARY

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and acknowledged before  
me this \_\_\_\_\_ day of \_\_\_\_\_, 1982 by  
and \_\_\_\_\_, President and Secretary, respec-  
tively, of THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION,  
INC., a condominium association not-for-profit under the laws of the  
State of Florida, on behalf of the association.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COPY

COPY

COPY

## EXHIBIT "E"

## BASIS OF HOMEOWNER'S ASSESSED SHARE OF EXPENSES

There are 44.1 acres within the Ocean Gallery Complex as shown by the following breakdown:

Front Property	5.6 acres
Vistas	9.5
Las Palmas	5.1
Del Lago	6.2
Del Prado	6.3
Dunes	5.0
Common Area*	6.4

Common Area consists of Del Lago lake, 3.0 acres; tennis courts, clubhouse and roads, 3.4 acres.

Since minimal expenses are associated with the lake, common area for purposes of calculating shared expenses, is 3.4 acres.

Homeowner's assessed share of common expense, beginning from the issuance of a certificate of occupancy, is based on applying the following rules:

3.4 acres of common area divided by 30.4 acres, excluding front parcels, dunes and lake, results in a fraction of 1/9.

There are presently 418 unit owners.

Breakdown of shared expenses from 1989 budget are obtained as follows:

Insurance (Liability only) Cost/418 = Share = \$2.40/month

Water and Sewer (pools are equivalent of 5 unit) Cost x  $\frac{1}{9} \times \frac{1}{418}$  = Share = \$.27/month

Clubhouse and Recreational Facilities Cost x  $\frac{1}{418}$  = Share = \$8.96/month

Administration and Maintenance Cost x  $\frac{1}{9} \times \frac{1}{418}$  = Share = \$11.74/month

Clubhouse and Recreational Reserves Cost X  $1/418$  = Share = \$2.39/month

Paving Reserves Cost X  $1/9$  X  $1/418$  = Share = \$.30 /month

Security Cost X  $1/418$  = Share = \$20.00/month

Contingencies = \$1.94/month

Trash Pickup = \$6.00/month

Total of above is \$54.00/month

A lot owner's share of expenses, from the date of conveyance or 12 months from developers completion of roads, is mutually agreed to be  $1/4$  of a homeowner's share indicated above.

The actual shared expense may vary year to year, depending on the Ocean Gallery Property Owners' operation budget. Also the  $1/418$  fraction will decrease as additional homeowners are included into the Homeowner's Association. This fraction is anticipated to be adjusted on a yearly basis.

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

91 JAN -8 PM 1:35

Carl "Buck" Minter  
CLERK OF CIRCUIT COURT

Int. Est. one  
see 173 + 22.00

Recording Office 3

Dec 8/91

O. R. 899 PG 1306

Record 33 92

91 16725

**FIRST MODIFICATION TO OCEAN GALLERY HOMES  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS**

THIS FIRST MODIFICATION TO OCEAN GALLERY HOMES DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Modification") is entered into this 13 day of June, 1991 by ST. AUGUSTINE OCEAN GALLERY PARTNERS, a Florida general partnership ("Developer"), and THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC. ("Association").

90 WHEREAS, Developer executed that Ocean Gallery Homes Declaration of Covenants, Conditions, Restrictions and Easements dated the 28 day of Sept, 1991, as recorded in Official Records Book 880, page 1710, of the current public records of St. Johns County, Florida ("Declaration"); and

WHEREAS, Developer and the Association desire to amend Exhibit E to the Declaration.

NOW, THEREFORE, the Developer and the Association agree that Exhibit E to the Declaration shall be amended and restated to be the Exhibit E attached hereto.

IN WITNESS WHEREOF, the undersigned being the Developer and the Association have hereunto set their hand and seal this 13 day of June, 1991.

Signed, sealed and delivered  
in the presence of:

E. Lotzia  
[Signature]  
E. Lotzia  
[Signature]  
E. Lotzia  
[Signature]

ST. AUGUSTINE OCEAN GALLERY  
PARTNERS, a Florida general  
partnership, by its general partners

[Signature]  
J. Andrew Seawright, a general partner

[Signature]  
M. Walter Dusseau, a general partner

THE OCEAN GALLERY PROPERTY  
OWNERS ASSOCIATION, INC.,  
a Florida corporation

By: [Signature]  
Its Vice President

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
EMERSON M. LOTZIA, Attorney  
200 LAURA STREET  
JACKSONVILLE, FLORIDA 32202

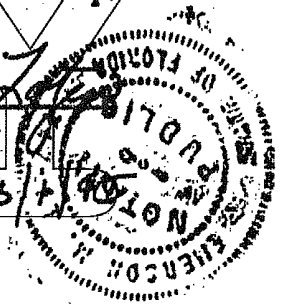
O. R. 899 P8 1307

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of June, 1991, by J. Andrew Seawright and M. Walter Dusseau, the general partners of St. Augustine Ocean Gallery Partners, a Florida general partnership, on behalf of the partnership.

*Emeran M. Z...*  
Notary Public

My commission expires: 3/1/95



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of June, 1991, by SHARON L. COOL, as VICE President of The Ocean Gallery Property Owners Association, Inc., a Florida corporation, on behalf of the corporation.

*Emeran M. Z...*  
Notary Public

My commission expires: 3/1/95



EML/MISC/061439

COPY

I. Selected Common Expenses

(a) All Lots shall pay a prorata share (prorated among the total condominium units and Lots in the Complex) of some (but not all) of the common expenses of the OGPOA which are called "Selected Common Expense".

(b) The formula for each Lot's share of Selected Common Expenses shall be as follows:

Selected Common Expenses  
418 (condominium units) + the number of Lots on the Property

(c) The specific Selected Common Expenses are as follows:

- (i) Insurance (liability and hazard insurance for all common Property owned by the OGPOA);
- (ii) Clubhouse and recreational facility costs;
- (iii) Clubhouse and recreation reserve costs;
- (iv) Security cost;
- (v) Contingency reserve; and
- (vi) Trash service

II. Selected Common Expenses

(a) Some of the common expenses of the OGPOA are expenses which are incurred for the benefit of the condominium associations which operate condominiums on the Complex and shall be called Selected Complex Common Expenses. All Lots shall pay a prorata share (prorated among the total number of Lots on the Property) of 1/9 of the Selected Complex Common Expenses. The fraction of 1/9 was based on the following:

(i) The Complex breakdown being as follows:

- |   |                                |
|---|--------------------------------|
| (1) Undeveloped parcels or Property as defined in the Declaration | 5.6 acres;                     |
| (2) Vistas  | 9.5 acres;                     |
| (3) Las Palmas  | 5.1 acres;                     |
| (4) Del Lago  | 6.2 acres;                     |
| (5) Del Prado   | 6.3 acres;                     |
| (6) Dune Area   | 5.0 acres; and                 |
| (7) Common Area   | <u>6.4 acres</u><br>44.1 acres |



(ii) The common area consists of a lake of 3.0 acres plus tennis courts, clubhouse and roads of 3.4 acres. Since lake maintenance is minimal, the Common Area will be deemed 3.4 acres;

(iii) The Complex (44.1 acres) minus the lake (3.0 acres), the Property (5.6 acres) and the Dune Area (5.0 acres) equals 30.4 acres ("Net Complex");

(iv) The Common Area of 3.4 acres divided by the Net Complex of 30.4 acres equals approximately 1/9.

(b) The formula for each Lot's share of Selected Complex Common Expenses is as follows:

$$\frac{\text{Selected Complex Common Expenses} \times 1/9}{\text{The number of Lots on the Property.}}$$

(c) The specific Selected Complex Common Expenses are as follows:

- (i) Water and sewer;
- (ii) Administration and maintenance cost; and
- (iii) Paving reserves costs.

(d) The Selected Complex Common Expenses are divided by 1/9 because these expenses are for common property owned by the OGPOA and property owned by the Condominiums operating in the Complex. If for some reason, the Condominiums pay and collect their portion of these expenses and the OGPOA continues to pay and collect these expenses for OGPOA common property then the Selected Complex Common Expenses shall become Selected Common Expenses.

#### XIX. Commencement Date

No assessment on any Lot shall be made until the earlier of the conveyance of the Lots by the Declarant to an unrelated third party or one year from the date that the road in front of a Lot is substantially complete ("Commencement Date").

#### IV. Reduced Assessment

From the Commencement Date to the date that a Certificate of Occupancy is issued for an improvement constructed upon the Lot each Lot shall only be subject to one-fourth of its prorata share of the Selected Complex Common Expenses and Selected Common Expenses.

EHL/jpd  
00188

*§ V If there is capacity within the Association's irrigation system, the Association agrees to allow Partnership or its assigns the right to use such system with the payment of equitable use fees.*

*BAH JS  
per 1/11/11  
JW  
7/4/12*

2 A.)

CONSENT, JOINDER AND  
SUBORDINATION AGREEMENT

O. R. 899 PG 1310

The First F.A. ~~First Financial Association~~ ("Mortgagee") is the holder of a mortgage dated Aug. 26, 1986 securing the original principal amount of \$ 250,000, recorded in the public records of St. Johns County, Florida, in Official Records Book 794, page 0486, as amended from time to time ("Mortgage").

Mortgagee, in consideration of Ten Dollars and in consideration of the property, which the Mortgage encumbers, being developed pursuant to restrictions thereby adding to the value of Mortgagee's security interest, agrees as follows:

1. Mortgagee joins in the Ocean Gallery Homes Declaration of Covenants, Conditions, Restrictions & Easements recorded in Official Records Book       , page       , public records of St. Johns County, Florida, and the First Modification thereto to which this Agreement is attached (collectively, the "Declaration");

2. Mortgagee evidences its consent and joinder to the provisions of the Declaration; and

3. Mortgagee agrees and intends that the security interest created by its Mortgage is subordinate and inferior to the Declaration and that in the event the Mortgage is foreclosed, the rights created by the Declaration shall continue as stated therein.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagee herein.

"Mortgagee"

Signed, sealed and delivered in the presence of:

Maria P. Zolary  
Sheryl E. Clark

THE FIRST F.A.

By: [Signature]  
1st Sr. Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing was acknowledged before me this 24th day of May, 1991, by Louis E. Laubscher, the Sr. Vice President of The First F.A. ~~First Financial Association~~ corporation, on behalf of the corporation.

Maria P. Zolary  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC. 9, 1992  
E-00000000000000000000

EML:ashlyo  
C:\WP51\EML\KH1102

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
EMERSON M. LOTZIA, Attorney  
700 LAURA STREET

CONSENT, JOINDER AND  
SUBORDINATION AGREEMENT

O.R. 899 PG 1311

SHARON L. COOL and JOANNE C. CHALLEN (collectively the "Mortgagee") are the holders of a corrective second mortgage dated December 21, 1990 securing that Promissory Note in the original principal amount of \$100,000.00, recorded in the public records of St. Johns County, Florida, in Official Records Book 879, page 1135, as amended from time to time ("Mortgage").

Mortgagee, in consideration of Ten Dollars and in consideration of the property, which the Mortgage encumbers, being developed pursuant to restrictions thereby adding to the value of Mortgagee's security interest, agrees as follows:

1. Mortgagee joins in the Ocean Gallery Homes Declaration of Covenants, Conditions, Restrictions & Easements recorded in Official Records Book 220, page 170, public records of St. Johns County, Florida, and the First Modification thereto to which this Agreement is attached (collectively, the "Declaration");

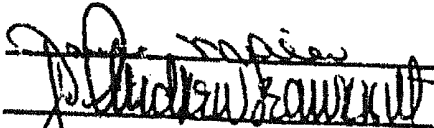
2. Mortgagee evidences its consent and joinder to the provisions of the Declaration; and

3. Mortgagee agrees and intends that the security interest created by its Mortgage is subordinate and inferior to the Declaration and that in the event the Mortgage is foreclosed, the rights created by the Declaration shall continue as stated therein.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagee herein.

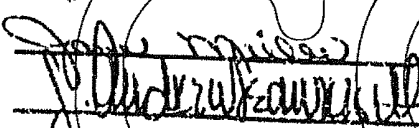
"Mortgagee"

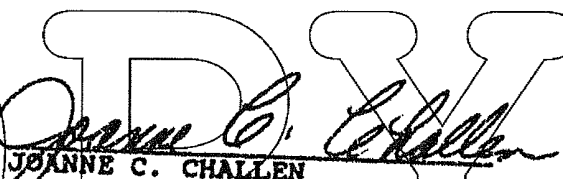
Signed, sealed and delivered  
in the presence of:

  
SHARON L. COOL

  
SHARON L. COOL

Signed, sealed and delivered  
in the presence of:

  
JOANNE C. CHALLEN

  
JOANNE C. CHALLEN

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing was acknowledged before me this 10<sup>th</sup> day of January, 1991, by Sharon L. Cool.

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
EMERSON M. LOTZIA, Attorney  
700 LAURA STREET  
JACKSONVILLE, FLORIDA 32202



MICHAEL STRICK  
Notary Public  
State of Florida  
My Comm. Exp. 10/16/93  
BONDED

O.R. 899 PG 1312

STATE OF FLORIDA  
COUNTY OF Alachua

The foregoing was acknowledged before me this 10<sup>th</sup> day of June, 1990, by Joanne C Challen.

*[Signature]*  
Notary Public  
My Commission Expires:

EHL:knh/lyc  
C:\WP51\EHL\LC8738



MICHAEL STRODE  
State of Florida  
My Comm. Exp. 10/18/93  
BONDED

COPY  
COPY  
COPY

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

91 JUN 27 AM 10:32

*[Signature]*  
CLERK OF CIRCUIT COURT

1  
2  
6271

Certificate of Amendment

to the By-Laws of the  
Ocean Gallery Property Owners' Association, Inc.

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

COMES NOW the undersigned officer of the  
Ocean Gallery Property Owners' Association, Inc.,  
who hereby certifies the following:

1. That the attached writing is a true copy  
of the Amendment to the By-Laws of the Ocean  
Gallery Property Owners' Association, Inc.

2. That the Amendment was voted on and  
adopted on ~~June~~ <sup>July</sup> 28, 2003 by the affirmative vote of  
sixty-six and two-thirds (66 2/3%) percent or more  
of the Board of Directors and by sixty-six and two-  
thirds (66 2/3%) percent or more of the authorized and designated unit owners.

3. The adopted amendment appears in the minutes of the aforementioned meeting, is attached  
hereto and is unrevoked.

EXECUTED this <sup>5<sup>th</sup></sup> day of ~~August~~, 2003, at St. Augustine, St. Johns County, Florida.

OCEAN GALLERY PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Edward E. Andrews Jr

Its: PRESIDENT

Kelley Hunter  
(Witness)

Kelley Hunter  
(Printed Witness Name)

Linda Priest  
(Witness)

Linda Priest  
(Printed Witness Name)

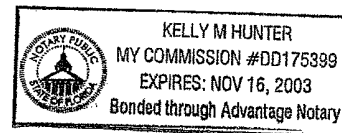
STATE OF FLORIDA

0R2016PG1434

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment for OCEAN GALLERY PROPERTY OWNERS' ASSOCIATION, INC., was sworn to, subscribed and acknowledged before me this 5<sup>th</sup> day of August, 2003, by Edward Andrews Jr, as President of the Ocean Gallery Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. ~~was~~ Edward Andrews Jr produced a Florida Driver's license as identification and did take an oath.

Kelly M Hunter  
Notary Public, State of Florida  
At Large



COPY

COPY

Public Records of  
St. Johns County, FL  
Clerk# 03-056391  
O.R. 2016 PG 1435  
10:16AM 08/07/2003  
REC \$17.00 SUR \$2.50

2  
④  
AMENDMENT TO THE BY-LAWS  
OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE BY-LAWS of The Ocean Gallery Property Owners Association, Inc., is made this 28<sup>th</sup> day of July, 2003 by Ocean Gallery Property Owners' Association, Inc. (hereinafter "the Association");

WITNESSETH:

WHEREAS, there has previously been executed a Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Gallery which was recorded at Official Records Book 880, commencing on Page 1710 of the Public Records of St. Johns County, Florida to which the By-Laws of the Ocean Gallery Property Owners Association, Inc. are made a part; and

WHEREAS, the Association has complied with all procedural requirements of the By-Laws for proposing and approving this Amendment; and

WHEREAS, this Amendment has received the approval of sixty six and two-thirds (2/3) percent of the voting interests of the Association;

THEREFORE, the Preamble to the By-Laws; Article 3, Section 3.4; Article 4, Sections 4.4 and 4.12; and Article 5, Section 5.1, all of the By-laws of the Ocean Gallery Property Owners Association, Inc. are hereby amended as follows, with the balance of said By-Laws remaining unaltered (additions are underlined and deletions are ~~stricken~~):

Preamble

1. Identity. These are the BYLAWS of THE OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association"), a corporation not-for-profit under the laws of the State of Florida; the Articles of Incorporation were filed with the Secretary of the State of Florida on August 11, 1982. These BYLAWS are subject to the Articles of Incorporation of the Ocean Gallery Property Owners Association, Inc., (hereinafter sometimes referred to as the Articles or Articles of Incorporation), the Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Official Records Book 880, Page 1710, of the Public Records of St. Johns County, Florida, as amended and supplemented, (hereinafter sometimes referred to as the Declaration), and the various condominium declarations of The Ocean Gallery Complex (hereinafter sometimes referred to as the Declarations of Condominium), which is a multi-phased condominium project located in St. Johns County, Florida.



Article 3, Section 3.4

3.4 The term of each Director's service shall extend two years from the adjournment of the 1<sup>st</sup> day of January of the year immediately following Annual Members meeting at which the Director was elected, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Article 3, Section 3.5

3.5 The organizational meeting of the newly elected Board of Directors shall be held within 45 days of the commencement of the new Director's terms (date of election) at such place and time be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum is present. At any organizational meeting, the Board of Directors shall have the ability, right and authority to transact such other, further, and lawful business as the Board of Directors determines.

Article 44. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those powers and duties existing under the common law and statutes, the Declaration, the Articles of Incorporation of the Association, and the documents establishing the condominium and the Declarations of Condominium. Such powers and duties of the Directors shall be excised in accordance with the provisions of the Declarations as well as the Declarations of the Condominium and amendments thereto which govern the use of the lands and shall include but shall not be limited to the following:

Article 4, Sections 4.4, 4.11, 4.12, 4.13 and 4.14

4.4 To re-construct or improve after casualty: and further improve the properties', provided such further improvements are consistent with the requirements of these Bylaws, the Articles, the Declaration and the Declarations of Condominium.

4.11 To employ personnel, including professionals, for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

4.12 To establish the terms of employment of the Association's personnel, including its professionals.

4.13 To terminate and fire the Association's personnel, including its professionals, with or without cause, from time to time, as determined by the Board of Directors.

4.1214. To buy, hold, sell, assign, and convey real and personal property ~~when authorized in the manner provided by these Bylaws, the Articles, the Declaration, and the Declaration of Condominium.~~

#### Article 5, Section 5.1

#### 5. OFFICERS.

5.1 The executive officers of the Association shall be a President, a Vice-President, a Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors at the organizational meeting of the newly elected Board of Directors as provided in Article 3, Section 3.5, and who may be with without cause removed by a vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

The By-Laws are further amended by the addition of the following new Articles 10 and 11:

#### 10. INDEPENDENT BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES.

10.1 Unless they own separate units, no more than one member of a family or household may serve on the Board of Directors of the Ocean Gallery Properties, Inc. and the Ocean Gallery Property Owners Association, Inc. concurrently. Family members include relatives by blood or marriage including, but not limited to, husband, wife, father, mother, son, daughter, son-in-law, daughter-in-law, grandchild, grandparent, uncle, aunt, niece or nephew. For purposes of this provision, household shall mean and include all of the occupants of a unit or lot who reside therein on a full time basis, who list such lot or unit as their permanent residence or domicile and/or occupy such lot or unit for more than fifty (50) days in any calendar year.

10.2 No member of the Board of Directors of Ocean Gallery Properties, Inc. shall concurrently serve as a director, officer or employee of the Ocean Gallery Property Owners Association, Inc. If any person concurrently serves on the Board of Directors of Ocean Gallery Properties, Inc. and the Ocean Gallery Property Owners Association, Inc. for more than twenty (20) days, said person shall be deemed to have resigned his or her position as a director, officer or employee of the Ocean Gallery Property Owners Association, Inc.

#### 11. CAPITAL CONTRIBUTION\*

Effective the date of passage of the Amendment to the bylaws, the purchaser of any unit, house, or lot shall make a capital contribution equal to three (3) months maintenance payments at the rate in effect for that unit, house, or lot at the time of closing (delivery of the deed). These monies shall be collected by the closing agent and transmitted to the OGPOA management office for deposit into the

0R2016PG1438

reserve accounts of the OGPOA and/or applicable association. If this capital contribution is not paid at the time of closing, the OGPOA shall utilize other legal avenues to collect the monies, including but not limited to causing a lien to be filed against said unit, house, or lot and the enforcement of same.

\* The rationale for this change is that new purchasers benefit from our current reserves and should make some contribution to reserves when they purchase.

IN WITNESS WHEREOF, the Association has caused this Document to be executed on the day and year written above.

OCEAN GALLERY PROPERTY OWNERS  
ASSOCIATION, INC.

By: Edward E. Andrews  
Its: PRESIDENT

Kelly M Hunter  
(Witness)

Kelly M Hunter  
(Printed Witness Name)

Linda Preston  
(Witness)

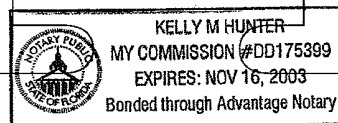
Linda Preston  
(Printed Witness Name)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing Amendment to the By-laws of the Ocean Gallery Property Owners' Association, Inc., was sworn to, subscribed and acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this 5<sup>th</sup> day of August, 2003 by Edward Andrews who provided Florida D.L. as identification and did take an oath.

This Document prepared by:  
DOBSON AND BROWN, P.A.  
Ronald W. Brown  
66 Cuna Street, Suite A  
St. Augustine, Florida 32084  
Telephone: (904) 824-9032  
FAX: (904) 824-9236  
disc 174 amendment articles of incorp

Kelly M Hunter  
Notary Public, State of Florida  
At Large



4  
②  
AMENDMENT TO THE ARTICLES OF INCORPORATION  
OCEAN GALLERY PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE ARTICLES OF INCORPORATION of The Ocean Gallery Property Owners Association, Inc., is made this 28<sup>th</sup> day of July, 2003 by Ocean Gallery Property Owners' Association, Inc. (hereinafter "the Association");

WITNESSETH:

WHEREAS, there has previously been executed a Declaration of Covenants, Conditions, Restrictions and Easements for the Ocean Gallery which was recorded at Official Records Book 880 commencing on Page 1710 of the Public Records of St. Johns County, Florida to which the Articles of Incorporation of the Ocean Gallery Property Owners Association, Inc. are made a part; and

WHEREAS, the Association has complied with all procedural requirements of the Articles of Incorporation for proposing and approving this Amendment; and

WHEREAS, this Amendment has received the approval of seventy-five (75%) percent of the voting interests of the Association;

THEREFORE, Article 6, Sections 6.3 and 6.5 of the Articles of Incorporation of the Ocean Gallery Property Owners Association, Inc. are hereby amended as follows, with the balance of said articles remaining unaltered (additions are underlined and deletions are stricken):

6. POWERS. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

6.3 To acquire (by gift, purchase or otherwise), own, hold, ~~improve, build upon~~, operate, or maintain, ~~convey, sell, lease, transfer, dedicate for public use or otherwise dispose of~~ real or personal property in connection with the affairs of the Association;

6.5 To ~~improve, alter, build upon, convey, lease, dedicate for public use, sell or transfer all or any part of the Common Area Property to any party, to any public agency, authority, or utility for such purposes and~~ subject to such conditions as may be agreed to by the members. No such ~~improvement, alteration, conveyance, lease, dedication, sale or transfer~~ shall be effective unless as instrument has been signed by three-fourths (3/4) of the ~~m~~Members, agreeing to such ~~improvement, conveyance, lease, dedication, sale or transfer~~.

Dedication of easements for use by public or quasi-public agencies, authorities, or utilities, or purchase or disposition of personal property benefitting all Members may be made by a 2/3's vote of the Board of Directors at a duly noticed meeting of the Board after thirty (30) day written notice to all owners by regular mail to their last known address.

J. & Let Johnson + Brown

0R2016P61442

IN WITNESS WHEREOF, the Association has caused this Document to be executed on the day and year written above.

OCEAN GALLERY PROPERTY OWNERS  
ASSOCIATION, INC.

By: Edward Andrews  
Its: PRESIDENT

Kelly M Hunter  
(Witness)

Kelly M Hunter  
(Printed Witness Name)

Kinda Preston  
(Witness)

Kinda Preston  
(Printed Witness Name)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing First Amendment to the Articles of Incorporation of the Ocean Gallery Property Owners' Association, Inc., was sworn to, subscribed and acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this 5<sup>th</sup> day of August, 2003 by Edward Andrews who provided Florida Driver's License as identification and did take an oath.

This Document prepared by:  
DOBSON AND BROWN, P.A.  
Ronald W. Brown  
66 Cuna Street, Suite A  
St. Augustine, Florida 32084  
Telephone: (904) 824-9032  
FAX: (904) 824-9236  
disc 174 amendment articles of incorp

Kelly M Hunter  
Notary Public, State of Florida  
At Large

