

**DECLARATION OF COVENANTS & RESTRICTIONS  
FOR  
PAPPY STREET HOMEOWNERS ASSOCIATION**

THIS DECLARATION, is made this 22<sup>nd</sup> day of March, 2006, by MOREAU P. ESTES, with its principal place of business at 2309 Plantation Lake Drive, St. Augustine, Florida 32084, hereinafter referred to as "Developer," who recites and provides:

**R E C I T A L S:**

A. Developer desires to develop of certain land owned by the Developer and located in St. Johns County, Florida, being all that real property described as

LOTS 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26 and 30 of BLOCK 17, in ROOSEVELT TERRACE, an unrecorded subdivision Prepared by George F. Kendrick, June 1925. See legal descriptions attached as composite Exhibit A.

(the "Property"). Developer desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property.

B. Developer intends to develop the Property for the purpose of constructing single family dwellings, which dwellings will share certain Common Property (as hereinafter defined) and which will be occupied and maintained as a residential development for the mutual and common advantage of all Owners (as hereinafter defined) and occupants of the Property, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. Developer desires to provide for the preservation and enhancement of the Property, for the maintenance of the Property and the improvements to the Property and, further, desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner of a portion of the Property.

D. Developer desires to provide for the efficient management of the Property and deems it desirable to create a non-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions, easements and limitations set forth in this Declaration, including, without limitation, the maintaining and administering of the Common Property and collecting and disbursing the Assessments for common expenses. To this end, Developer has created or will create PAPPY STREET HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("the Association"), whose membership shall include the Owners of all or any part of the Property.

## DECLARATION

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

## ARTICLE I

### DEFINITIONS

SECTION 1.1 Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(a) "Articles" means the Articles of Incorporation for the Association, as amended from time to time.

(b) "Assessment" means and includes all types of charges to which a Unit is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Unit Assessments (as hereinafter defined).

(c) "Association" means PAPPY STREET HOMEOWNERS ASSOCIATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assignees, which is responsible for the management and operation of the Property.

(d) "Board of Directors" means the Board of Directors of the Association.

(e) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(f) "Common Property" means all of the Property, except the Units, together with any improvements; all personal property intended for the common use and enjoyment of the Owners; and any area within the Property which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas. The Common Property is not dedicated for use by the general public. The Common Property shall include the private roadway known as "Pappy Street," until such time as that street may be dedicated to the County. See legal description attached as Exhibit "B" for the road description. The Developer will convey Pappy Street to the Association.

(g) "County" means City of St. Johns County, Florida.

(h) "Declaration" means this Declaration of Covenants and Restrictions, as amended and supplemented from time to time.

(i) "Developer" means MOREAU P. ESTES, his successors and assigns, or any successor or assign of all or substantially all of his interests in the development of the Property. Reference in this Declaration to MOREAU P. ESTES as the Developer under this Declaration is not intended and shall not be construed to impose upon MOREAU P. ESTES any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Units within the Property from the owner of the Property and who develop and resell the same. Developer may also be an Owner for so long as Developer shall be the record owner of any Lot. The Developer, MOREAU P. ESTES, shall exercise all powers, duties and rights granted to the Developer by the provisions of this Declaration. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party who acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, any subsequent Developer shall not be liable for any actions, defaults, or obligations incurred by any previous Developer, except as may be expressly assumed by the subsequent Developer.

(j) "Initial Improvements" means the initial, original construction of Units and related improvements upon the Units constructed by Developer or those builders specified by Developer.

(k) "Member" means a person entitled to membership in the Association as provided in this Declaration and shall expressly include the Developer.

(l) "Mortgage" means any bona fide first mortgage encumbering a Unit as security for the repayment of a debt obligation.

(m) "Mortgagee" means any bank, savings and loan association or other recognized institutional lender, any insurer or guarantor of Mortgages including, without limitation, the Veteran's Administration or the federal Housing Administration, or holder of Mortgages in the secondary market holding a Mortgage now or hereafter placed upon the Unit, including Developer.

(n) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

(o) "Property" means that certain real property described as such in the Recitals above.

(p) "Residences" means any single family residential dwelling constructed or to be constructed on or within any Unit.

(q) "Roads" means and refers to the roads depicted on any plat of the Property which provide ingress and egress to a Unit. The Roads shall be considered Common Property of the Association and, unless specifically set forth in this Declaration, to the contrary all rules and regulations and provisions relating to the Common Property, shall include the Roads.

(r) "Stormwater Management System" means a system designed, constructed, or implemented to control discharges necessitated by rainfall, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, or water pollution, or otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Florida Administrative Code and for purposes of this provisions shall also mean all concrete structures on or about the stormwater management system.

(s) "Unit" means any portion of the Property intended as a site for a Residence and shown upon Exhibit A attached hereto. References to "Unit" shall also include the Residence and all improvements, unless specifically set forth to the contrary. The Units include no Common Property.

## ARTICLE II

### ASSOCIATION

SECTION 2.1 Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Unit and shall be transferred automatically by conveyance of the title to any Unit whereupon the membership of the previous Owner shall automatically terminate. Tenants and persons or entities that have an interest in any Unit merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association.

SECTION 2.2 Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A Members shall be all Owners, with the exception of Developer, while Developer is a Class B Member. Class A Members shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members; however, the vote for such Unit shall be exercised as they, among themselves, determine. In no event shall more than one vote be cast with respect to any Unit. Notwithstanding the foregoing, if title to any Unit is held by a husband and wife, either spouse may cast the vote for such Unit unless and until a written voting authorization is filed with the Association. When title to a Unit is in a corporation, partnership, association, trust or other entity, with exception of Developer, such entity shall be subject to the applicable rules and regulations for such entities contained in the Articles and Bylaws.

(b) Class B. Class B Member shall be Developer and shall be entitled to 2 votes for each Unit owned or intended to be a part of this Association. The Class B membership shall cease and be converted to Class A membership upon the earlier of the following events:

- (i) The date on which Developer, which term includes, for purposes of this provision, any builder owning a Unit for the purpose of construction a Residence thereon for sale to an ultimate third party purchaser, no longer owns any Units within the Property.
- (ii) Ten (10) years after the recording of this Declaration.
- (iii) Such earlier date as Developer, in its sole discretion, may determine.

### ARTICLE III

#### OWNER'S RIGHTS AND RESPONSIBILITIES

SECTION 3.1 Easement of Enjoyment. Subject to the limitations provided in this declaration, every Owner is hereby granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property which easements are appurtenant and shall pass with the title to every Unit, subject to the following:

- (1) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- (2) The right of Developer or the Association to grant easements and rights of way, as may be deemed appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance, surface water management and drainage and utilities over all Common Property.

- (3) All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.
- (4) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.
- (5) All easements and restrictions of record affecting any part of the Common Property.

SECTION 3.2 Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and this Declaration, his right of enjoyment of the Common Property to the members or his family, tenants, guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Unit.

SECTION 3.3 Damage or Destruction. In the event any Common Property or property of the Association or Developer is damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees or members of his family as a result of negligence or misuse, the Owner shall immediately, at Owner's expense, repair the damaged area or property in a good and workmanlike manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner. Should the Owner fail to immediately repair such damage, the Association may, but shall not be obligated to, repair the damaged area or property in a good and workmanlike manner in accordance with the proceeding provisions of this Section the cost of such repairs shall be the responsibility of that Owner shall be paid, immediately upon receipt of a written invoice or statement by the Owner and shall be a Unit Assessment.

SECTION 3.4 Maintenance. Each Owner shall keep all parts of his Unit, including the Residence, in good order and clean and free of debris and shall assure the repair or replacement of roofing, repair or replacement of windows and doors, including repair or replacement of glass or screens and, repair or replacement of building materials on the exterior of the Residence. Each Owner shall also maintain any portion of the Property lying between his Unit line and the edge of the paved portion of Pappy Street.

SECTION 3.5 Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors and this Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration, shall relate to the overall development of the Property and shall not in any way diminish the powers of self-government of the Association.

## ARTICLE IV

### COMMON PROPERTY AND EASEMENTS

#### SECTION 4.1 Common Property.

(a) Title. Developer shall convey title to the Common Property at the time of the conveyance of the last deed from the Developer. The Common Property shall be held by the Association for the benefit of the Association and its Members. No transfer of the title to any Unit, and no provision in any deed or other instrument of conveyance of any interest in any Unit, shall pass any rights in and to the Common Property except as expressly enumerated in this Declaration.

(b) Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition and in good order and repair for the benefit of all Owners. The Association's duties shall commence upon the completion of any improvements upon the Common Property and shall include servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. Association assumes and agrees to be responsible for the maintenance and operation of the Stormwater Management System. The Association shall keep the improvements located on the Common Property, including fixtures, insurable at full replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The costs of maintenance shall be a part of the Annual Assessments.

#### SECTION 4.2 Utility Easements.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Unit, the blanket easement hereby reserved shall be vacated with respect to the portion of the Property on which the Unit and other approved improvements are located.

### SECTION 4.3 Stormwater Management System.

(a) Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System including, without limitation, retention areas, swales, conduits, berms and any structures related to the Stormwater Management System. Developer reserves for itself, its successors and assigns, and conveys to the Association, its designees and agents, a nonexclusive, perpetual, alienable blanket easement over, under and across the ground within the Property, including any platted easements and any easements reserved herein or otherwise, for ingress, egress, installation, replacement, repair, use and maintenance to maintain and correct the drainage of surface water. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, construct or modify any berms placed along the rear of Units as part of the Stormwater Management System, or to take any other similar action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; and provided, however, that Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or Association shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

(b) Maintenance. Except as specifically set forth herein to the contrary, the Association is responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the St. Johns River Water Management District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Association shall be obligated to accept an assignment of any and all Stormwater Management System permits and the Association shall execute any minutes or other documents required to cause the permits to be transferred to the Association from the Developer, and accepting complete responsibility for any and all Stormwater Management System permits for the Property.

Any amendment to the covenants and restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including



the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

(c) Improvements. No Owner, except Developer, its designee, or the Association shall be permitted to construct any improvements, permanent or temporary, on, over or under any portion of the Stormwater Management System without the written consent of the Association, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration.

(d) Compliance with Stormwater Management System Permits. Stormwater Management System Permits have been issued authorizing construction and operation of the Stormwater Management System to serve the Property. No alteration to any part of the Stormwater Management System, including but not limited to, swales and pipes will be allowed without the written consent of Developer or the permit issuing governmental body. All clearing grading and other construction activities must comply with the terms and conditions of the permits.

(e) Enforcement and Liability. In addition to other provisions contained in this Declaration, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the maintenance, operation and repair of the surface water or the stormwater management system, the St. Johns River Water Management District shall have the right to seek enforcement of any of the provisions of this Declaration relating to the Stormwater Management System.

SECTION 4.4 Developer's Rights. Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity:

- (i) to designate the use of, alienate, release, or otherwise assign the easements shown in any plat of the Property or described herein;
- (ii) to plat or replat all or any part of the Property controlled by Developer;
- (iii) to widen or extend any right-of-way shown on any plat of the Property or convert a Unit to use as a right-of-way, provided that Developer controls the lands affected by such changes. The Owners of Units subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Units subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas

shall remove the improvements or landscape items upon written request of the Developer, the Association, or the grantee of the easement.

## ARTICLE V

### COVENANTS FOR MAINTENANCE ASSESSMENTS

**SECTION 5.1 Annual Assessments.** For each Unit within the Property, each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance and operation of the Common Property, including, without limitation, the maintenance and operation of the Stormwater Management System, the management and administration of the Association, and the furnishing of services as set forth in this Declaration, at a level sufficient to meet the Association's obligations, including contingencies and reserves. The proportionate share of annual or any assessments due from each Unit shall be 1/9<sup>th</sup> of the total assessment required. The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. The initial maximum Annual Assessment shall be determined by the Developer. From and after January 1 of the year immediately following the conveyance of the first unit to an owner, the maximum assessment may be increased each year by the Board of Directors of the Association but by not more than fifteen percent (15%) above the maximum assessment for the previous year. Increased assessments in excess of fifteen percent (15%) of the previous year's assessment shall require the approval of a majority of the membership.

**SECTION 5.2 Special Assessments.** In addition to the Annual Assessments, the Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years for the purpose of defraying, in whole or in part, 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 any such Special Assessment shall have the consent of Owners holding two thirds of the votes, other than Developer, voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a quorum of each class of membership is present. Special assessments shall be prorated in the same proportion as annual assessments.

**SECTION 5.3 Emergency Assessments.** The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, as

determined by the Board of Directors in its sole discretion, that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors. Emergency assessments shall be prorated in the same proportion as annual assessments.

#### SECTION 5.4 Commencement of Annual Assessments.

(a) Date of Commencement. The Annual Assessments shall commence with respect to each Unit on the date of conveyance of the Unit to an Owner other than Developer. The initial Annual Assessment on any Unit subject to Assessment shall be collected at the time title to such Unit is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual Assessments charged to each Unit prorated to the day of closing on a per diem basis. Any other Assessments shall be paid in full without proration.

(b) Capital Contribution. In addition, at the closing and transfer of title of each Unit to the first Owner other than Developer or a builder constructing the initial improvements thereon, such Owner shall make a working capital contribution to the Association in the sum of Two Hundred and 00/100 Dollars (\$200.00) per Unit. These contributions to the Association shall be used for the purpose of defraying the initial and nonrecurring capital expenses of the Association and to provide initial working capital for the Association. Such contribution shall not be considered as a prepayment of Annual Assessments.

#### SECTION 5.5 Nonpayment of Assessments and Remedies.

(a) Creation of Lien. All Assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), shall be a charge and continuing lien upon each Unit subject to this Declaration. The lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County in favor of the Association.

(b) Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Unit at the time when the Assessment was levied and of each subsequent Owner thereof. Each Owner of a Unit, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment Charge established or described in this Article. Each Owner, by his acceptance of title to a Unit, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure, by an action brought in the name of the

Association. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Unit.

(c) Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

(d) Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay such Assessment Charge or foreclose the lien against the Unit upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Unit at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines and to suspend the voting rights and the right to use the Common Property by an Owner for any period during which any Assessment against his Unit that is more than thirty (30) days past due remains unpaid and for a period not to exceed sixty (60) days for any infraction of the other provisions of its rules and regulations or of this Declaration.

(e) Subordination of Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge is first recorded against the Unit, plus interest and reasonable costs of collection which subsequently accrue. The sale or transfer of any Unit shall not affect the Assessment Charge; however, the sale or transfer of any Unit pursuant to foreclosure of a Mortgage or deed in lieu of foreclosure shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Unit from liability for any Assessments subsequently becoming due or from the Lien for Unit Assessments or shall relieve the Owner responsible for such payments from such Owner's personal liability for payment of the Unit Assessments.

SECTION 5.6 Certificate of Payment. The Treasurer of the Association or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company as applicable.

#### SECTION 5.7 Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(b) Initial Budget. Developer shall establish the budget for the fiscal year in which a Unit is first conveyed to an Owner other than Developer.

(c) Preparation and Approval of Annual Budget. Commencing December 1 of the year in which a Unit is first conveyed to an Owner who is not Developer, and on or before December 1 of each subsequent year, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the Budget by the number of Units subject to the Declaration.

(a) Reserves. The Association may, in its discretion, maintain reserves for

- (i) working capital;
- (ii) contingencies;
- (iii) replacement of Common Property;
- (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which shall be collected as part of the Annual Assessment as provided above.

The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of any emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Members of the Association holding the majority of the votes. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of directors may, at any time, levy a Special Assessment in accordance with the provisions of this article, which may be payable in a lump sum or in installments as the Board of Directors may determine.

In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Annual Assessment whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Annual Assessment at the rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

## ARTICLE VI

### INSURANCE

#### SECTION 6.1 Types of Coverage.

(a) Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Areas and, if additional Common Property with significant insurable improvements are added to the Property, the Board of Directors may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

- (i) Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than the necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.
- (ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year.

(b) Director and Officer Liability Insurance. The Board of Directors may obtain as a matter of common expense, payable from the Annual Assessments, liability insurance

against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

## SECTION 6.2 Repair and Reconstruction After Fire or Other Casualty.

(a) Common Property. In the event of damage to or destruction of all or any of the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise their prompt repair and restoration substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board of Directors. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

(b) Residences. Any Owner whose Unit is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Unit or Units to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VII above.

## ARTICLE VII

### ASSOCIATION LIABILITY

SECTION 7.1 Disclaimer of Liability. Notwithstanding anything contained herein, in the Articles or bylaws of the Association, or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), the provisions hereof shall not be construed to mean that the Developer or the Association shall be liable or responsible for in any manner as a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

SECTION 7.2 Specific Provisions. Without limiting the generality of the previous section:

(a) It is the express intent of the Association Documents that the various provisions of those documents which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and its value.

(b) Neither Developer nor Association is empowered to, nor have they been created to, act as an entity which enforces or insures compliance with the laws of the United States

of America, State of Florida, county, or any other jurisdiction, or which prevents tortious or criminal activities.

(c) The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, and welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association or Developer to protect the healthy, safety or welfare of any persons.

**SECTION 7.3 Owner Covenant.** Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Unit) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof) shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any manner for which the liability of the Association or Developer has been described in this Article.

## **ARTICLE VIII**

### **PROPERTY SUBJECT TO DECLARATION AND ANNEXATION**

**SECTION 8.1 Existing Property.** The Property which initially is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration consists of that land described in the Recitals above.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**SECTION 9.1 Duration.** This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owners of seventy-five percent (75%) of the Units subject to this Declaration agreeing to terminate all of said provisions as of a specified date is recorded in the public records of this county. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

**SECTION 9.2 Condemnation.** In the event all or part of the Common Property shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and



litigation of the taking or condemnation affecting such Property. The Owners holding seventy-five percent (75%) of the votes agree to distribute the proceeds of any condemnation or the taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

**SECTION 9.3 Notices.** Any notice required to be sent to the Owner of any Unit under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Unit and to the last known address of the person who appears as Owner of such Unit on the records of the Association at the time of such mailing, if different.

**SECTION 9.4 Enforcement.** In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, by the Association, or by Developer (as long as it controls any interest in the Property) against any person, firm, corporation, trust, or other entity which violates or attempts to violate any of the covenants or restrictions hereof, by prosecuting any proceeding at law or in equity for the recovery of damages, for the purpose of preventing or enjoining all or any such violations or attempted violations, or for the enforcement of any lien created by this Declaration.

In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Association shall notify the Owner or occupant of the infraction(s) and the date and time of the next Board of Directors meeting.

(b) At such meeting, the Board of Directors shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the Board of Directors shall be provided to the Owner or occupant within twenty-one (21) days after the date of the meeting.

(c) The Board of Directors may impose fines against the applicable Unit of up to Fifty Dollars (\$50.00) per incident. The maximum permitted fine may be increased from time to time by the Board of Directors, as it in its discretion may deem necessary or convenient.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(e) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

(f) All monies received from fines shall be allocated as directed by the Board of Directors.

(g) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Unit Assessment; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System.

**SECTION 9.5 Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Unit" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and the property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

**SECTION 9.6 Invalidity.** The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration, which shall remain in full force and effect.

**SECTION 9.7 Litigation.** No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by a vote of the Owners holding seventy-five percent (75%) of the votes in the Association, either in person or by

proxy at a duly called meeting, or by written consent without meeting in a manner permitted by law by Owners holding seventy-five percent (75%) of votes in the Association. This section shall not apply, however, to;

- (a) actions brought by the Association to enforce the provisions of the Declaration including, without limitation, foreclosure of lien;
- (b) imposition of Assessments as provided herein;
- (c) proceedings involving challenges to any taxation; or
- (d) counter claims brought by the Association in proceedings instituted against it.

Notwithstanding the provisions of this Section, this Section shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings as provided above.

**SECTION 9.8 Amendment.** This Declaration may be amended at any time by any instrument signed by the President or Vice President and Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by Owners holding seventy-five percent (75%) of the votes in the Association, either in person or by proxy at a duly called meeting, or by written consent without meeting in a manner permitted by law by Owners holding seventy-five percent (75%) of the votes in the Association, which amendment shall become effective upon its filing in the public records of the County; provided, however, that:

(a) As long as Developer is an Owner of any Unit or planned but unbuilt Unit, no amendment shall become effective without the written consent of Developer.

(b) Developer specifically reserves the absolute and unconditional right so long as it owns any of the Property to amend this Declaration without consent or joinder of any party:

- (i) to conform to the requirements of any holder of a Mortgage;
- (ii) to conform to the requirements of title insurance companies;
- (iii) to conform to requirements of any governmental entity having control or jurisdiction over the Property;
- (iv) to clarify the provisions hereof; or
- (v) in such other manner as Developer deems necessary and convenient.

(c) Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior approval of the St. Johns River Water Management District.

**SECTION 9.9 Legal Fees and Costs.** The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, or

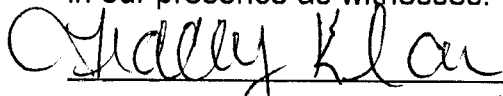
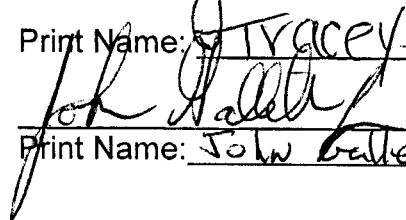
appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

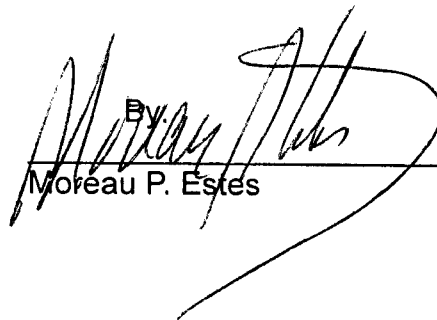
**SECTION 9.10 Action Without Meeting.** Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite percentage of all of the votes in the Association. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

**SECTION 9.11 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and procedural.

**IN WITNESS WHEREOF**, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

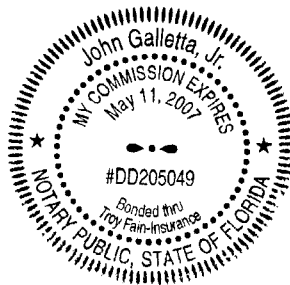
  
\_\_\_\_\_  
Print Name: Tracey Klar  
  
\_\_\_\_\_  
Print Name: John Baller Jr.

  
\_\_\_\_\_  
By: Moreau P. Estes

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned officer duly authorized to take oaths and acknowledgments in the County and State aforesaid, personally appeared MOREAU P. ESTES, who is personally known to me or who produced personally known as identification, and who, after being by me first duly sworn and cautioned, acknowledged to and before me that they executed the above and foregoing Declaration of Covenants and Restrictions for PAPPY STREET HOMEOWNERS ASSOCIATION for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in St. Augustine, St. Johns County, Florida this 22 day of March, A. D., 2006.



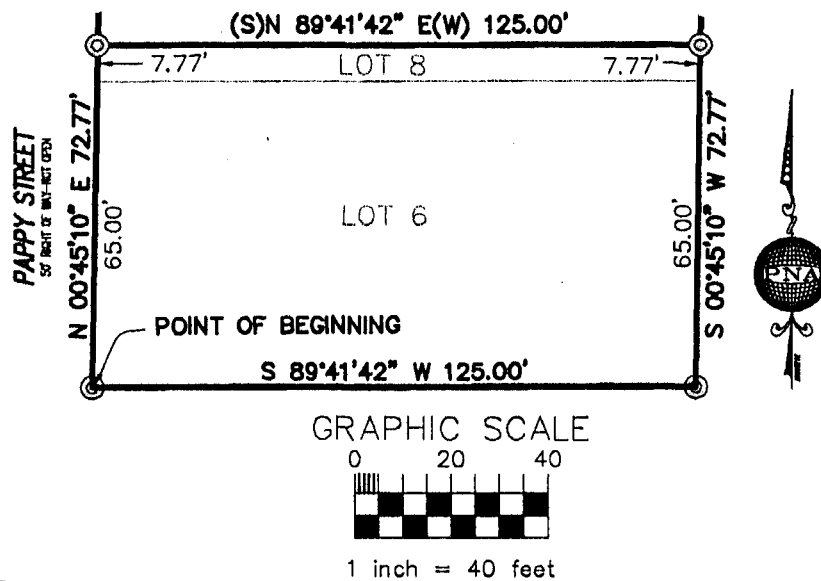
John Galletta, Jr.  
Notary Public, State of Florida  
at Large

ALL-STATE LEGAL®

EXHIBIT

A

**MAP SHOWING BOUNDARY SURVEY OF:**  
**A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH,**  
**RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.**



© - SET 1/2" IRON PIPE, LB 6824

**LEGAL DESCRIPTION:**

A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF ST. AUGUSTINE'S COLORED SUBURB DELUXE, AN UNRECORDED SUBDIVISION, SAID LOT BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 817; THENCE NORTH 00°45'10" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 89°41'42" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 89°41'42" WEST, A DISTANCE OF 125.00 FEET; TO THE POINT OF BEGINNING.

**GENERAL NOTES:**

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2. THIS IS A BOUNDARY SURVEY ONLY AND DOES NOT ADDRESS ANY UNDERGROUND UTILITIES OR ENVIRONMENTAL CONCERNS AS MAY BE DEEMED AS SUCH BY ANY GOVERNMENT AGENCY OR SPECIAL INTEREST GROUP UNLESS OTHERWISE SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. FLORIDA STATUTES DOES NOT REQUIRE A MAP DEPICTING A LEGAL DESCRIPTION. THE FOLLOWING MAP IS FOR INFORMATIONAL PURPOSES ON THE SUBJECT PROPERTY.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code: Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

3/21/06  
 DATE OF SIGNATURE

**ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257**

**PRIVETT-NILES and ASSOCIATES, INC.**

**SURVEYING AND MAPPING CONSULTANTS**  
**LICENSED BUSINESS No. 6824**

**3000 N. PONCE DE LEON BOULEVARD, SUITE "D"**  
**ST. AUGUSTINE, FLORIDA 32084**  
**(904) 829-2591 FAX: (904) 829-5070**

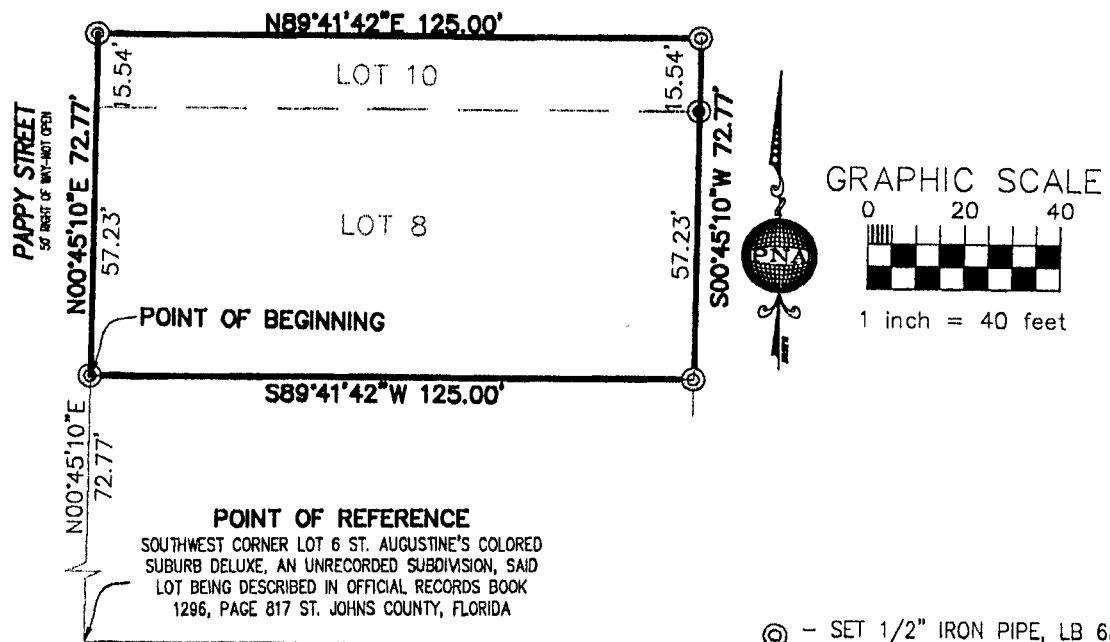
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THENCE CONTINUE NORTH 00°45'10" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 89°41'42" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.



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*Albert D. Bradshaw*

03/21/00  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

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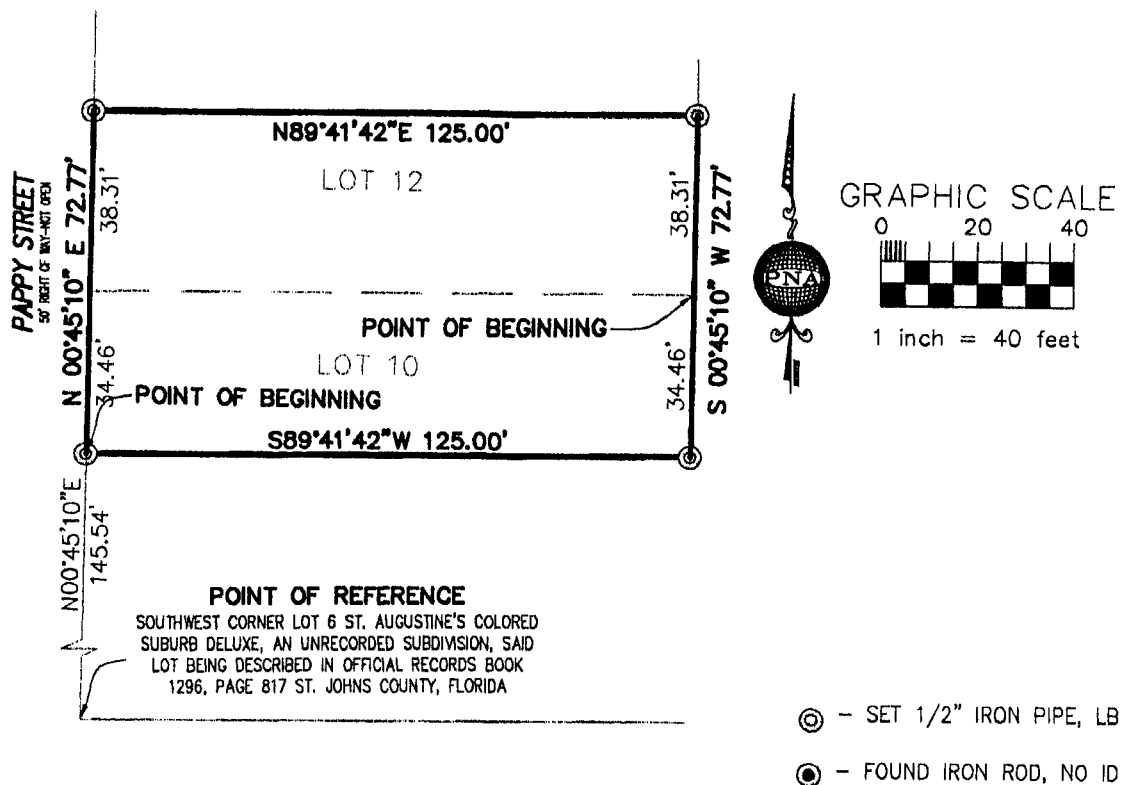
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
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(904) 829-2591 FAX: (904) 829-5070

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**ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257**

03/21/06  
DATE OF SIGNATURE

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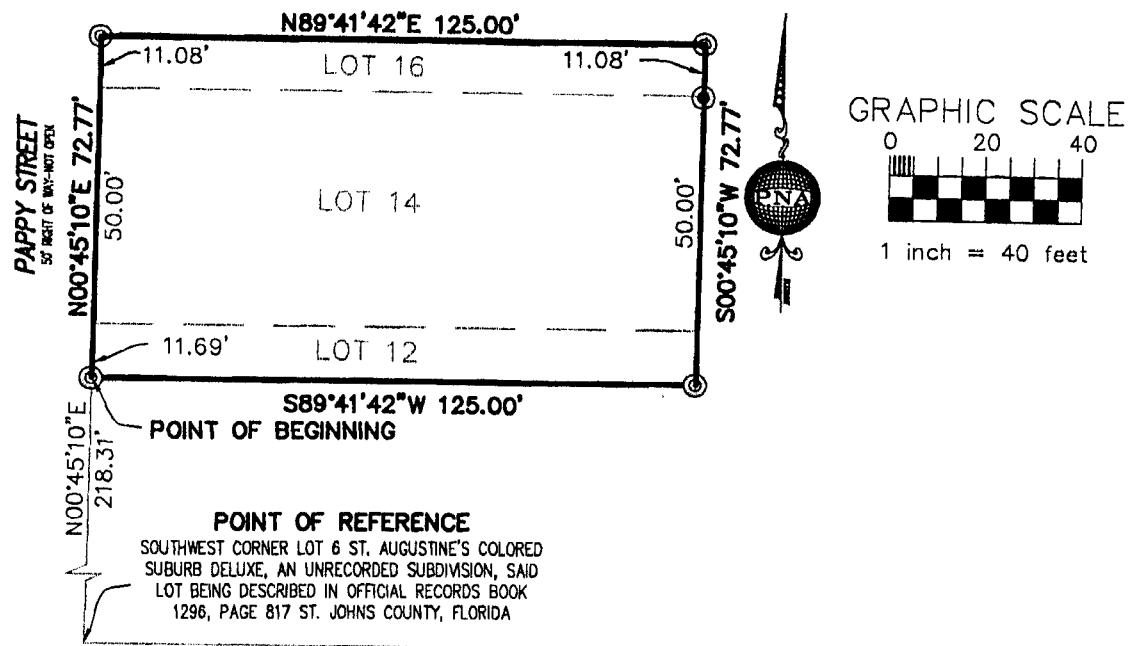


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⊙ - SET 1/2" IRON PIPE, LB 6824

⊙ - FOUND IRON ROD, AS NOTED

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ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

03/20/06  
DATE OF SIGNATURE

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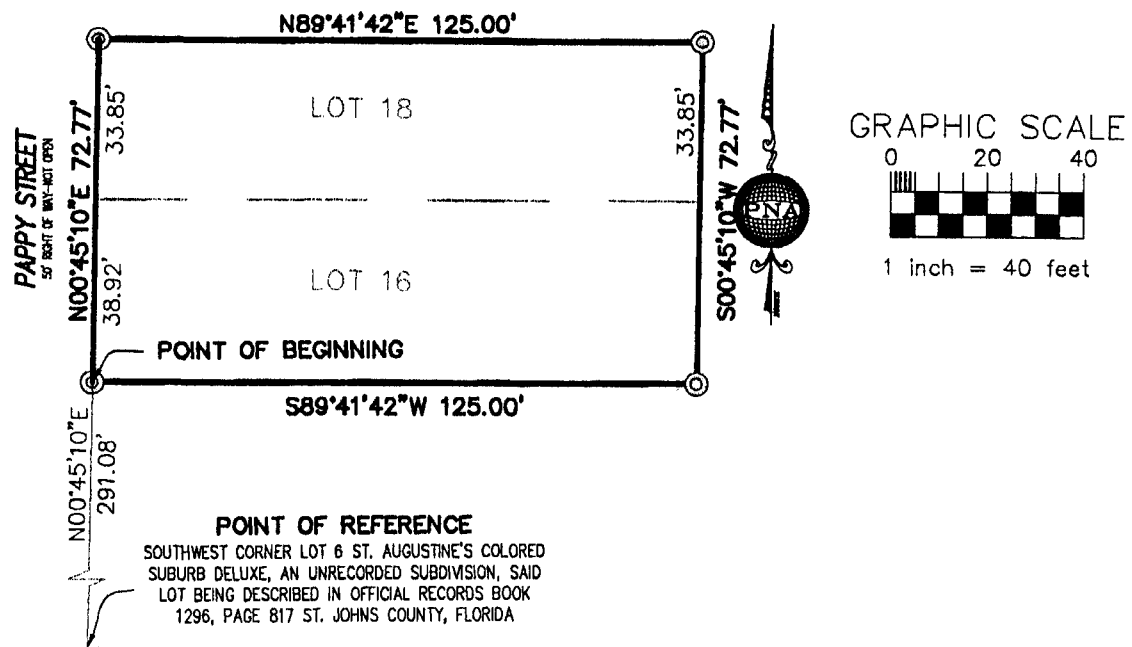
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⊙ - SET 1/2" IRON PIPE, LB 6824

● - FOUND IRON ROD, AS NOTED

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4. FLORIDA STATUTES DOES NOT REQUIRE A MAP DEPICTING A LEGAL DESCRIPTION. THE FOLLOWING MAP IS FOR INFORMATIONAL PURPOSES ON THE SUBJECT PROPERTY.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

3/21/04  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

## PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

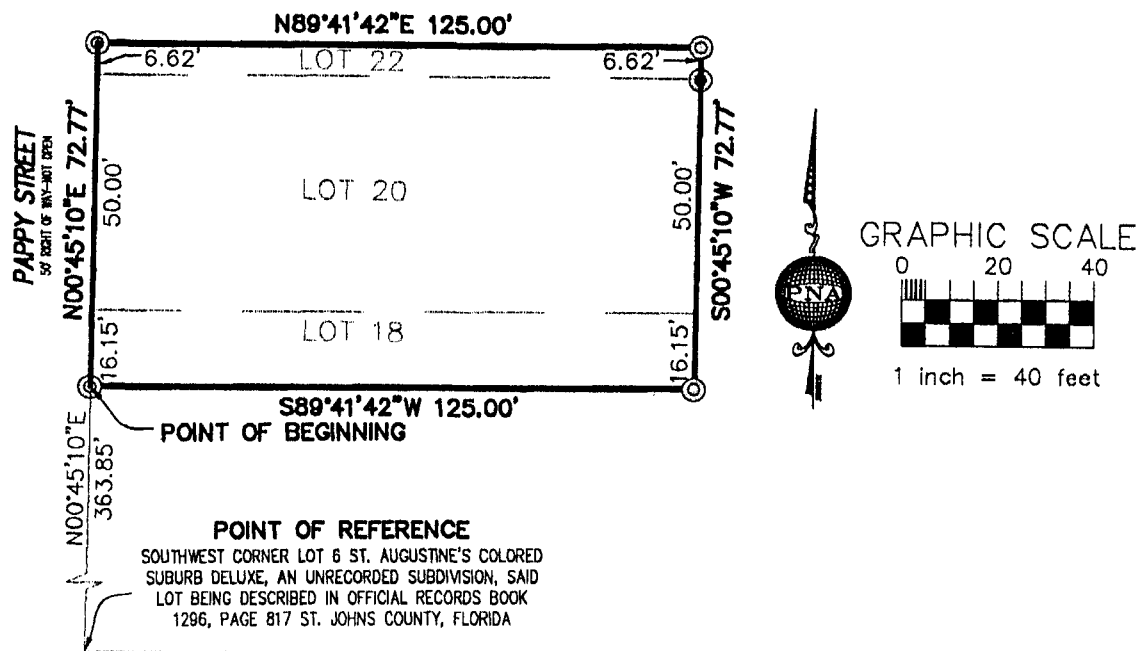
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

# MAP SHOWING BOUNDARY SURVEY OF: A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

## LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF ST. AUGUSTINE'S COLORED SUBURB DELUXE, AN UNRECORDED SUBDIVISION, SAID LOT BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 817; THENCE NORTH 00°45'10" EAST, A DISTANCE OF 363.85 FEET; TO THE POINT OF BEGINNING.  
THENCE CONTINUE NORTH 00°45'10" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 89°41'42" EAST, A DISTANCE OF 125.00 FEET;  
THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 00°45'10" WEST,, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.



⊙ - SET 1/2" IRON PIPE, LB 6824

⊙ - FOUND IRON ROD, AS NOTED

## GENERAL NOTES:

1. BEARINGS ARE BASED ON THE EASTERLY LINE OF LOT 6,8,10,12,14,16,18,20,22,24 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 0818 AS BEING SOUTH 00°45'10" WEST
2. THIS IS A BOUNDARY SURVEY ONLY AND DOES NOT ADDRESS ANY UNDERGROUND UTILITIES OR ENVIRONMENTAL CONCERNS AS MAY BE DEEMED AS SUCH BY ANY GOVERNMENT AGENCY OR SPECIAL INTEREST GROUP UNLESS OTHERWISE SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. FLORIDA STATUTES DOES NOT REQUIRE A MAP DEPICTING A LEGAL DESCRIPTION. THE FOLLOWING MAP IS FOR INFORMATIONAL PURPOSES ON THE SUBJECT PROPERTY.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code: Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

*Albert D. Bradshaw*  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

## PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 8824

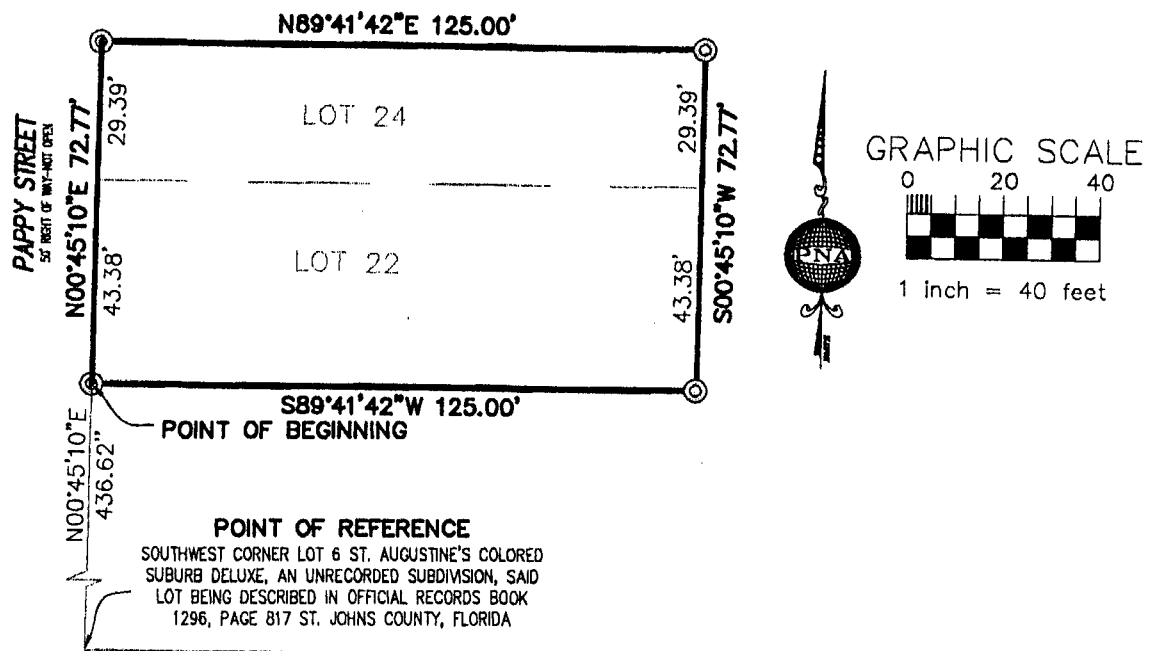
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

# MAP SHOWING BOUNDARY SURVEY OF: A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

## LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF ST. AUGUSTINE'S COLORED SUBURB DELUXE, AN UNRECORDED SUBDIVISION, SAID LOT BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 817; THENCE NORTH 00°45'10" EAST, A DISTANCE OF 436.62 FEET; TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 00°45'10" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 89°41'42" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.



⊙ - SET 1/2" IRON PIPE, LB 6824

● - FOUND IRON ROD, AS NOTED

## GENERAL NOTES:

1. BEARINGS ARE BASED ON THE EASTERLY LINE OF LOT 6,8,10,12,14,16,18,20,22,24 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 0818 AS BEING SOUTH 00°45'10" WEST
2. THIS IS A BOUNDARY SURVEY ONLY AND DOES NOT ADDRESS ANY UNDERGROUND UTILITIES OR ENVIRONMENTAL CONCERNS AS MAY BE DEEMED AS SUCH BY ANY GOVERNMENT AGENCY OR SPECIAL INTEREST GROUP UNLESS OTHERWISE SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. FLORIDA STATUTES DOES NOT REQUIRE A MAP DEPICTING A LEGAL DESCRIPTION. THE FOLLOWING MAP IS FOR INFORMATIONAL PURPOSES ON THE SUBJECT PROPERTY.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

*Albert D. Bradshaw*  
ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

03/21/00  
DATE OF SIGNATURE

## PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

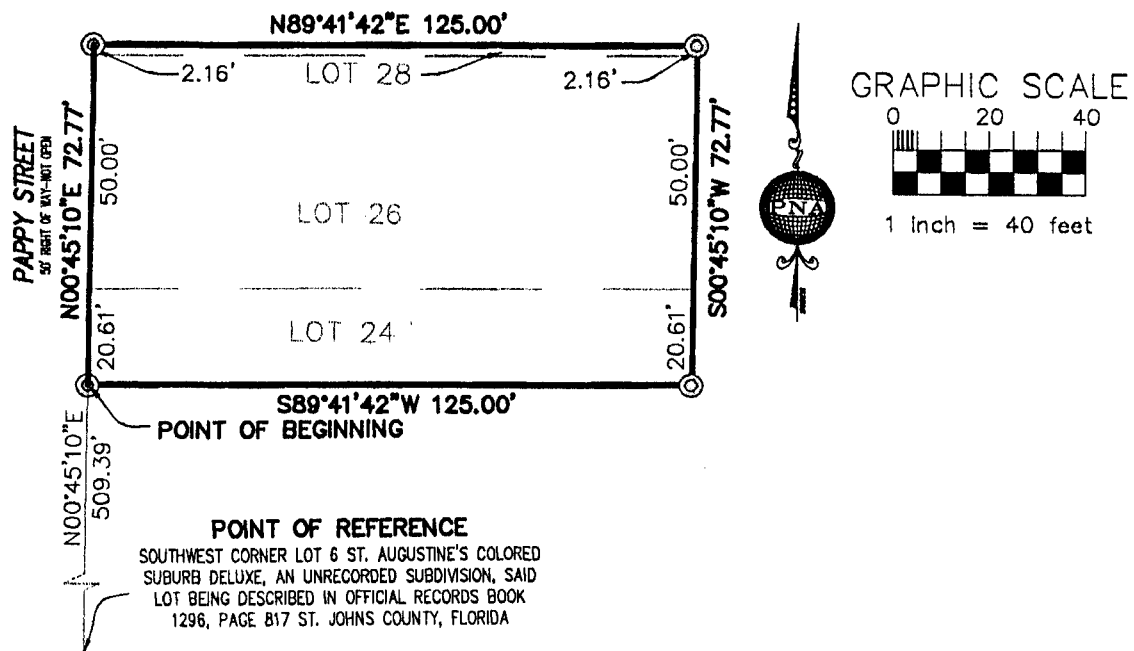
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

# MAP SHOWING BOUNDARY SURVEY OF: A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

## LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF ST. AUGUSTINE'S COLORED SUBURB DELUXE, AN UNRECORDED SUBDIVISION, SAID LOT BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 817; THENCE NORTH 00°45'10" EAST, A DISTANCE OF 509.39 FEET; TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 00°45'10" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 89°41'42" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.



⊙ - SET 1/2" IRON PIPE, LB 6824

● - FOUND IRON ROD, AS NOTED

## GENERAL NOTES:

1. BEARINGS ARE BASED ON THE EASTERLY LINE OF LOT 6,8,10,12,14,16,18,20,22,24 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 0818 AS BEING SOUTH 00°45'10" WEST
2. THIS IS A BOUNDARY SURVEY ONLY AND DOES NOT ADDRESS ANY UNDERGROUND UTILITIES OR ENVIRONMENTAL CONCERNS AS MAY BE DEEMED AS SUCH BY ANY GOVERNMENT AGENCY OR SPECIAL INTEREST GROUP UNLESS OTHERWISE SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. FLORIDA STATUTES DOES NOT REQUIRE A MAP DEPICTING A LEGAL DESCRIPTION. THE FOLLOWING MAP IS FOR INFORMATIONAL PURPOSES ON THE SUBJECT PROPERTY.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code; Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

03/21/00  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

## PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

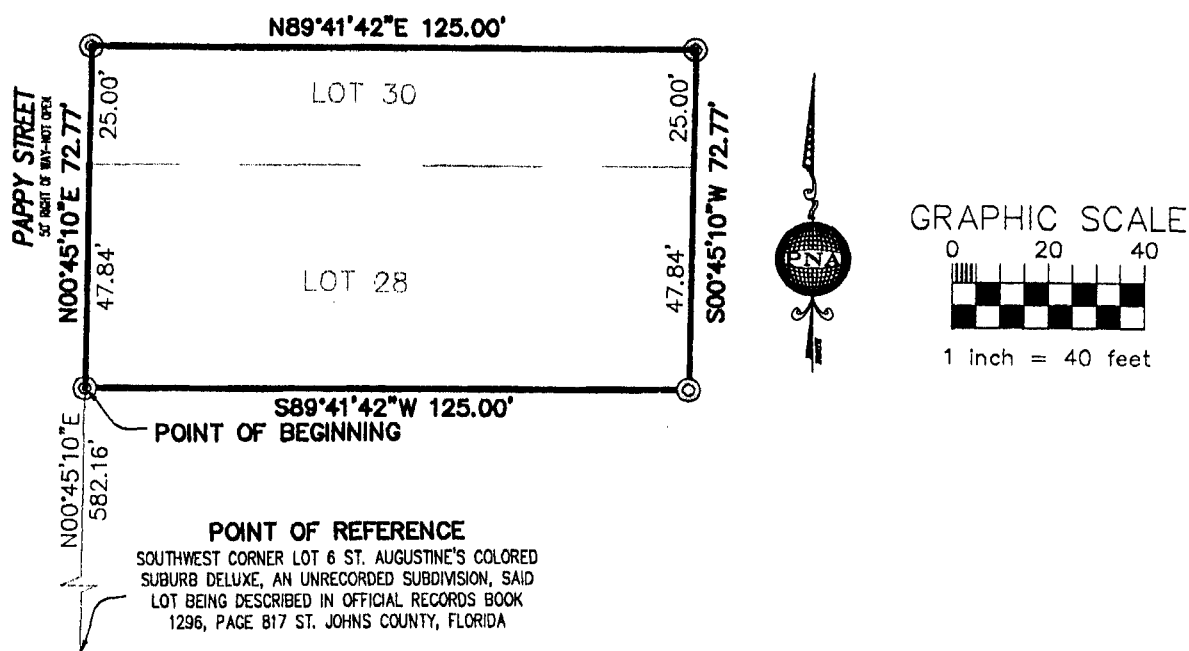
3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070

# MAP SHOWING BOUNDARY SURVEY OF: A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

## LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF ST. AUGUSTINE'S COLORED SUBURB DELUXE, AN UNRECORDED SUBDIVISION, SAID LOT BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 817; THENCE NORTH 00°45'10" EAST, A DISTANCE OF 582.16 FEET; TO THE POINT OF BEGINNING.  
THENCE CONTINUE NORTH 00°45'10" EAST, A DISTANCE OF 72.77 FEET; THENCE NORTH 89°41'42" EAST, A DISTANCE OF 125.00 FEET;  
THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 72.77 FEET; THENCE SOUTH 00°45'10" WEST,, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.



⊙ - SET 1/2" IRON PIPE, LB 6824

● - FOUND IRON ROD, AS NOTED

## GENERAL NOTES:

1. BEARINGS ARE BASED ON THE EASTERLY LINE OF LOT 6,8,10,12,14,16,18,20,22,24 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 0818 AS BEING SOUTH 00°45'10" WEST
2. THIS IS A BOUNDARY SURVEY ONLY AND DOES NOT ADDRESS ANY UNDERGROUND UTILITIES OR ENVIRONMENTAL CONCERNS AS MAY BE DEEMED AS SUCH BY ANY GOVERNMENT AGENCY OR SPECIAL INTEREST GROUP UNLESS OTHERWISE SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
4. FLORIDA STATUTES DOES NOT REQUIRE A MAP DEPICTING A LEGAL DESCRIPTION. THE FOLLOWING MAP IS FOR INFORMATIONAL PURPOSES ON THE SUBJECT PROPERTY.

I HEREBY CERTIFY, that this map graphically depicts the results of a sketch made under my responsible direction and complies with the latest Minimum Technical Standards for Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code: Pursuant to Section 472.027, Florida Statutes; subject to all notes and notations shown hereon.

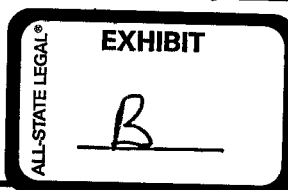
03/21/06  
DATE OF SIGNATURE

ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

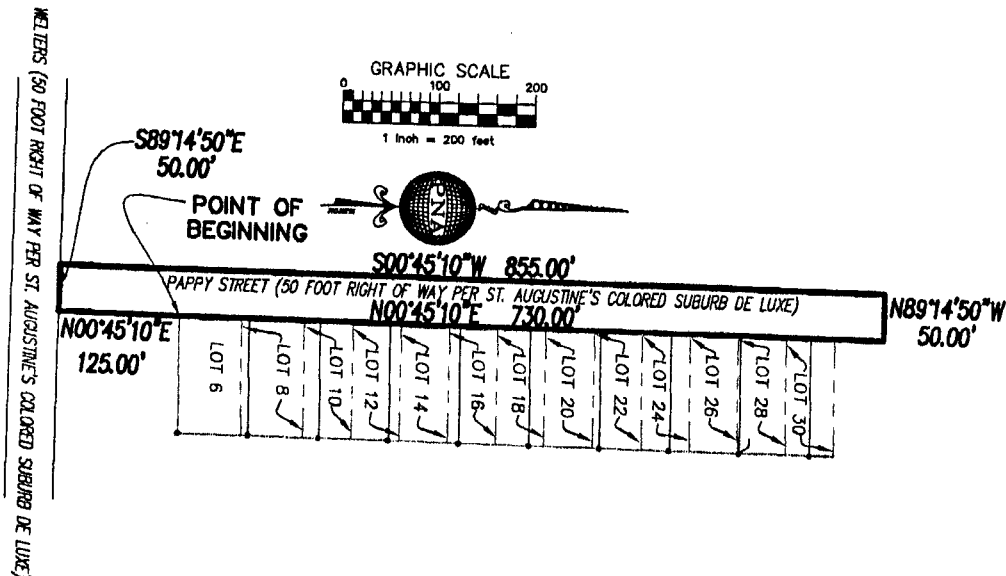
## PRIVETT-NILES and ASSOCIATES, INC.

SURVEYING AND MAPPING CONSULTANTS  
LICENSED BUSINESS No. 6824

3000 N. PONCE DE LEON BOULEVARD, SUITE "D"  
ST. AUGUSTINE, FLORIDA 32084  
(904) 829-2591 FAX: (904) 829-5070



# MAP SHOWING BOUNDARY SURVEY OF: A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



## LEGAL DESCRIPTION:

A PORTION OF GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF AN UNRECORDED SUBDIVISION, ST. AUGUSTINE'S COLORED SUBURB DE LUXE, SAID LOT BEING DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 817, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00°45'10" EAST, A DISTANCE OF 730.00 FEET; THENCE NORTH 89°14'50" WEST, A DISTANCE OF 855.00 FEET; THENCE SOUTH 89°14'50" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°45'10" WEST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

- © - SET 1/2" IRON PIPE, LB 6824
- - FOUND IRON ROD, AS NOTED

## GENERAL NOTES:

1. BEARINGS ARE BASED ON THE EASTERLY LINE OF LOT 6,8,10,12,14,16,18,20,22,24 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1296, PAGE 0818 AS BEING SOUTH 00°45'10" WEST
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND PRIVETT-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
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ALBERT D. BRADSHAW, P.S.M., FLORIDA CERTIFICATION NO. 5257

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