

Prepared by and Return to:
James J. Roche, Esq.
Jackson Law Group
1301 Plantation Island Drive, Ste 304
St. Augustine, Florida 32080

**NOTICE OF PRESERVATION
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS OF SEA OAKS,
UNIT I**

TAKE NOTICE that pursuant to Chapter 712 of the Florida Statutes, the Marketable Record Title Act ("MRTA"), the undersigned officers of SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC. ("Association") hereby records this Notice of Preservation of the Declaration of Covenants and Restrictions of Sea Oaks Unit I ("Notice") to preserve and protect the Declaration of Covenants and Restrictions of Sea Oaks Unit I ("Declaration") from being extinguished by operation of MRTA.

1. The name and address of the Association desiring to preserve the Declaration is SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC., with the principal and mailing address of 27 Sea Oaks Dr., St. Augustine, FL 32080. The Association is a homeowners association consisting of members who are Lot Owners bound by the Declaration originally recorded at Official Records Book 750, Page 759, et seq., of the Official Records of St. Johns County, Florida, and all amendments thereto.

2. Attached hereto as **Exhibit "A"** is a an affidavit of a member of the Board of Directors of the Association ("Board") pursuant to Section 712.06(1)(b), Fla. Stat. (2015) affirming that the Board caused the Statement of Marketable Title Action to be mailed or hand delivered to the members of the Association as required by MRTA and that the Board approved the preservation of the Declaration by the affirmative vote of at least two-thirds (2/3) of the members of the Board.

3. Attached hereto as **Exhibit "B"** is a full and complete description of the lands affected by this Notice. This Notice shall affect the following portions of land:

a) That certain portion of land described in the Declaration recorded at Official Records Book 750, Page 759, et seq., of the public records of St. Johns County, Florida, which incorporates those certain portions of land more particularly described in St. Johns County Official Records Map Book 20, Pages 68 through 69, all the foregoing of which are incorporated herein by reference;

b) That certain portion of land described in the First Amendment to Declaration of Covenants and Restrictions of Sea Oaks Unit I recorded at St. Johns County Official Records Book 1167, Page 1430, et seq., which incorporates those certain portions of land more particularly described in St. Johns County Official Records Map Book 30, Pages 45 through 46, all the foregoing of which are incorporated herein by reference;

4. This Notice shall preserve the following documents, interests, covenants, restrictions, and servitudes of public record:

a) Declaration of Covenants and Restrictions of Sea Oaks, Unit I recorded at St. Johns County Official Records Book 750, Page 759, et seq.;

b) First Amendment to Declaration of Covenants and Restrictions of Sea Oaks Unit I recorded at St. Johns County Official Records Book 1167, Page 1430, et seq.;

This Notice shall also preserve any amendments to the Declaration of record whether expressly set forth above or otherwise.

5. The names of the present, apparent parcel owners of record to be affected by the recording of this Notice are listed on Exhibit "C" attached hereto.

**Notice to recording department:* Please index the names listed on Exhibit C as grantors, and "Sea Oaks Unit I Homeowners' Association, Inc." as grantees pursuant to Section 712.06(2) of the Florida Statutes (2016).

The Association has caused its duly authorized officers to execute this Notice on this 6th day of December, 2016.

Witnesses:

Margaret Lasi
Signature of Witness 1

Margaret Lasi
Printed

[Signature]
Signature of Witness 2

Edward Evans
Printed

Sea Oaks Unit I Homeowners' Association, Inc.

[Signature]
Signature of President

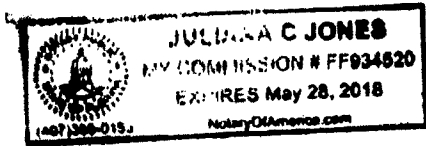
JEFFREY J. HATIN
Printed

[Signature]
Signature of Secretary

Carolyn Karger
Printed

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 6th day of December, 2016 by Jeffrey Hatin, as President and by Carolyn Karger as Secretary of Sea Oaks Unit I Homeowners' Association, Inc.



Juliana Jones
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Are Personally Known OR Produced Identification
Type of Identification Produced Florida D/L



**EXHIBIT A
AFFIDAVIT**

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

BEFORE ME, the undersigned authority, personally appeared Carolyn Karger, who after being duly sworn (or affirms), hereby deposes and states:

1. That I am a board member of Sea Oaks Unit I Homeowners' Association, Inc. ("Association").

2. That the Board caused a statement in substantially the following form to be mailed or hand delivered to the members of the Association in accordance with Sections 712.05 and 712.06 of the Florida Statutes (2016):

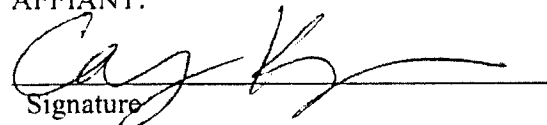
STATEMENT OF MARKETABLE TITLE ACTION

The Sea Oaks Unit I Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions of Sea Oaks, Unit I, recorded in Official Records Book 750, Page 759, et seq., of the public records of St. Johns County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of St. Johns County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

3. That a meeting of the Board of Directors was held on December 6, 2016 and the Board approved the Preservation of the Declaration of Covenants and Restrictions of Sea Oaks, Unit I, recorded in Official Records Book 750, Page 759, et seq., of the public records of St. Johns County, Florida and all amendments thereto by at least two-thirds of the members of the Board of Directors.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT:


Signature

Carolyn Karger
Printed

Secretary
Title

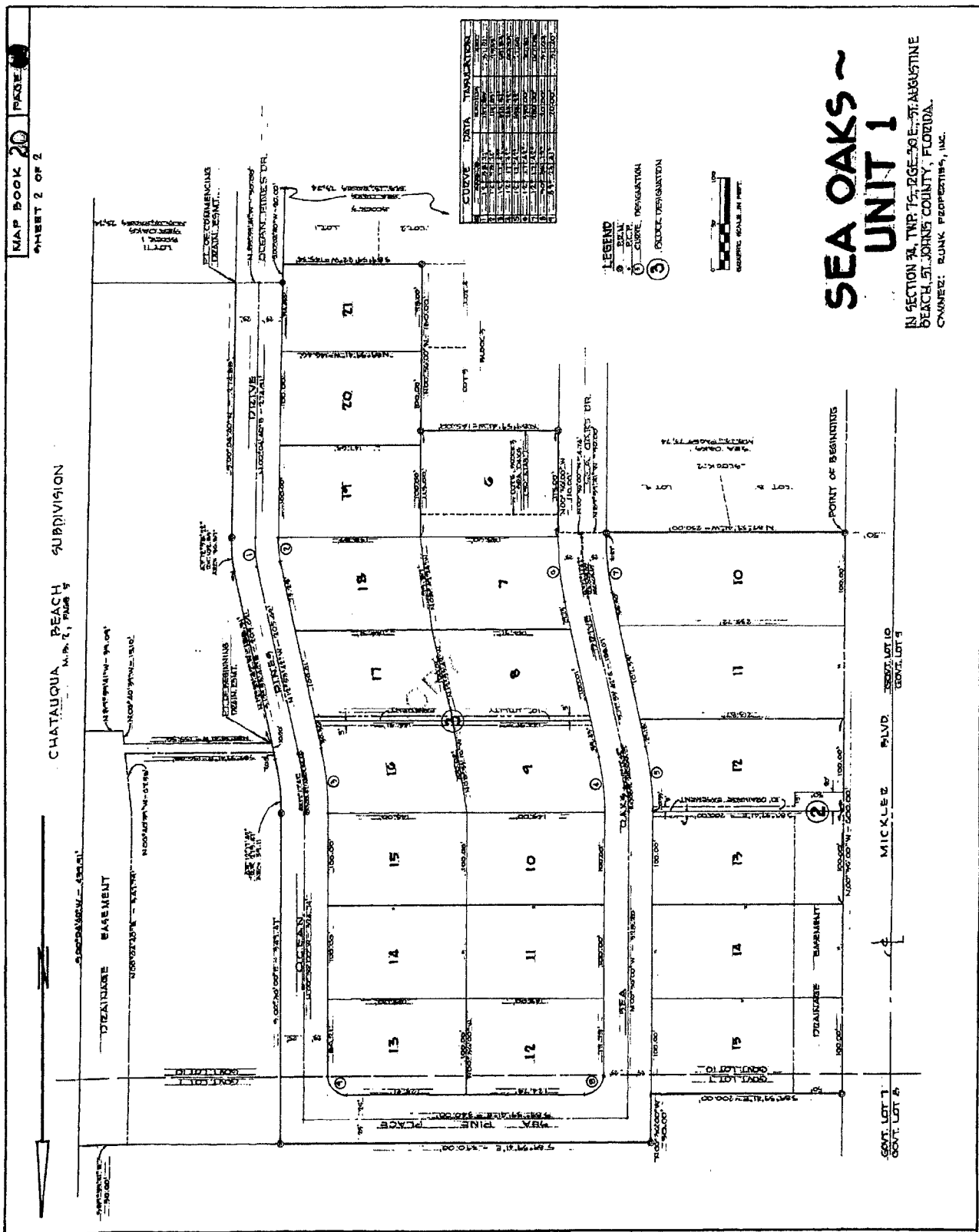
Sea Oaks Unit 1 Homeowners' Association, Inc.

Sworn to (or affirmed) and subscribed before me this 6th day of December, 2016, by Cardy Karger as Secretary of Sea Oaks Unit 1 Homeowners' Association, Inc.

Juliana C Jones
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: Florida D/L



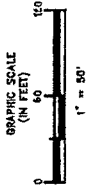


SEA OAKS, UNIT 2, PHASE 1A

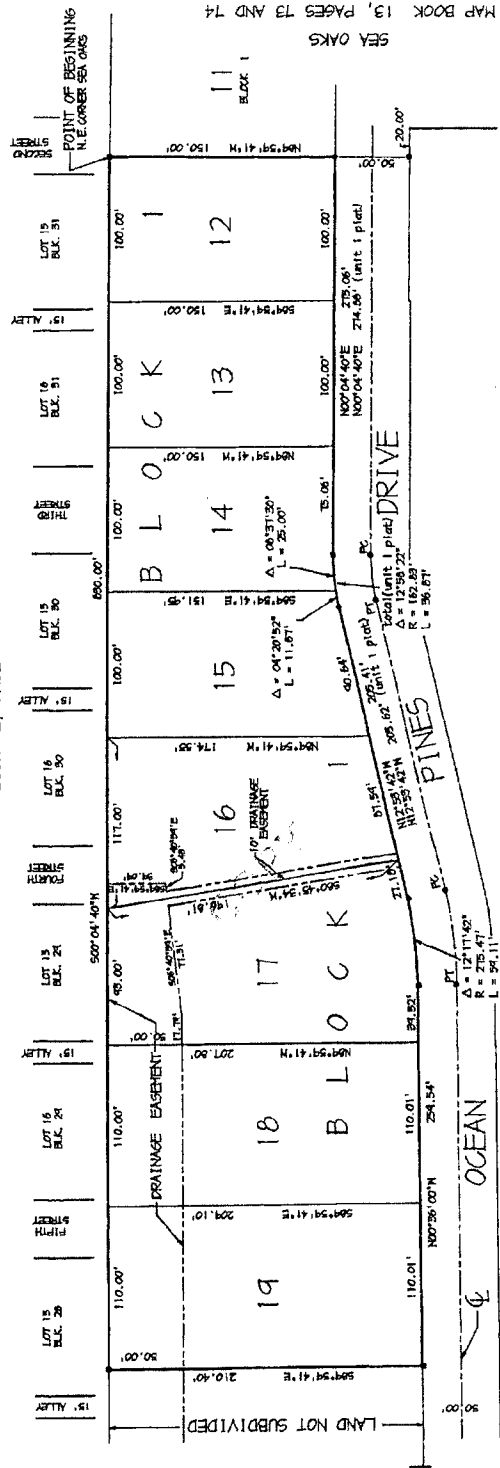
PART OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 30 PAGE 46

SHEET 2 OF 2



CHATAUGUA BEACH SUBDIVISION
MAP BOOK 2, PAGE 5



MAP BOOK 13, PAGES 73 AND 74
SEA OAKS
BLOCK 1

SEA OAKS, UNIT 1
MAP BOOK 20, PAGES 60 AND 69

NOTES

1. BARRIERS ASSUMED BASED ON THE WEST LINE CHATAUGUA BEACH SUBDIVISION = S00°04'40"W
 2. CURVE SERVICE MAY BE PLACED WITHIN THE DEGRADED RIGHT OF WAY OF THIS SUBDIVISION
 3. FLOOD HAZARD ZONE "AE" ELS, COMMUNITY PANEL NO. 1231148-0001-G, P. 7, 8, 9
- "NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY"

LEGEND

- CENTERLINE
- POINT OF CURVE
- PT. POINT OF TANGENCY
- PERMANENT REFERENCE MONUMENT - 4" x 4" CONCRETE MONUMENT # 884
- PERMANENT CONTROL POINT
- L = ARC LENGTH
- Δ = BEAR ANGLE
- R = RADIUS

PREPARED BY: JAMES A. HILLIARD, P.E.
3000 AMSTERDAM BLVD., SUITE 4
FT. LAUDERDALE, FL 33309

EXHIBIT C
LIST OF PARCEL OWNERS

- | | | | |
|-----|----------------------------|-----|--|
| 1. | Edward Howard | 47. | Gay Ann Durand |
| 2. | Robyn Evarts Howard | 48. | Terry Lee Durand |
| 3. | Charles G. Strickland | 49. | Bradley Havlicek |
| 4. | Holly L. Strickland | 50. | Kim Havlicek |
| 5. | Oak Hill Living Trust | 51. | Debra Havlicek |
| 6. | Peter Gemski | 52. | Robert W. Finley |
| 7. | Lenny C. Gemski | 53. | Nancy B. Lebowitz Trust |
| 8. | John Andrew Jackson | 54. | Dennis J. Goebel, trustee |
| 9. | Dilyn Michelle Jackson | 55. | Diana L. Goebel, trustee |
| 10. | Christian V. Hank, Jr. | 56. | Dennis and Diana Goebel Trust Dated
August 27, 2014 |
| 11. | Janet P. Hanks | | |
| 12. | Bruce Tustin | | |
| 13. | Kerry A. Tustin | | |
| 14. | Edward S. Main | | |
| 15. | Toni A. Bush-Main | | |
| 16. | So Lay Khim | | |
| 17. | John J. Twomey | | |
| 18. | Laurell B. Brown-Spence | | |
| 19. | Miller H. Kerr | | |
| 20. | Shelby J. Tostevin | | |
| 21. | Donna L. Tostevin | | |
| 22. | Jack Townes Neel | | |
| 23. | Leila Marie Neel | | |
| 24. | Michael Paul O'Donnell II | | |
| 25. | Sandra Anne O'Donnell | | |
| 26. | Michael Paul O'Donnell | | |
| 27. | Kelly Marie O'Donnell | | |
| 28. | Mack A. Vila, Jr. | | |
| 29. | Marta L. Vila | | |
| 30. | Herbert S. Steelman | | |
| 31. | Gail N. Steelman | | |
| 32. | James Karger | | |
| 33. | Carolyn Karger | | |
| 34. | Thomas Brendan Kemp | | |
| 35. | Robin P. Kemp | | |
| 36. | Paolo Pece | | |
| 37. | Nicole Pece | | |
| 38. | Jeffery J. Hatin | | |
| 39. | Jodi L. Kotrady-Hatin | | |
| 40. | Robert W. Gardy | | |
| 41. | Mary Grace Manlandro-Gardy | | |
| 42. | Jose Manuel Nunez | | |
| 43. | Margaret A. Lasi | | |
| 44. | Keith M. Justice | | |
| 45. | Diana Justice | | |
| 46. | Beata Kosakowska | | |

87 18302

THIS INSTRUMENT PREPARED BY:
JOHN D. BAILEY, JR.
LPC/MURCH BAILEY AND UPCHURCH, P.A.
501 Atlantic Bank Bldg. St. Augustine, FL 32084

DECLARATION OF COVENANTS AND RESTRICTIONS

OF SEA OAKS, UNIT I

O.R. 750 PG 0759

THIS DECLARATION, made as of the date hereinafter set forth, by RUNK PROPERTIES, INC., hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the following described real property, situated, lying and being, in St. Johns County, Florida; and

WHEREAS, Developer is the owner of contiguous land which may, in the Developer's discretion, be encumbered by this Declaration, on which additional lots may be developed; and

WHEREAS, the following described real property is not subject to any covenants or restrictions of record; and

WHEREAS, Developer desires to place covenants and restrictions of record as to each and every of the lots hereafter set forth, and to limit the use for which each and every of said lots is intended to that set forth hereafter.

NOW THEREFORE, Developer hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

All Lots and Blocks of SEA OAKS, UNIT I, according to Plat thereof recorded in Map Book 20, Pages 68 and 69, in the Official Records of St. Johns County, Florida, except the southerly 90' of Lot 6, Block 3 of said Sea Oaks, Unit I.

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants and restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with said lots and binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

"Association" means the Sea Oaks Unit I Homeowners' Association, Inc., its successors and assigns.

"Developer" means Runk Properties, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Developer for the purpose of development.

"Lot" means any plot of land shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

"Owner" means the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1. No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,600 square feet of heated area. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,600 square feet of living area and not considered a part thereof.

2. No construction of any buildings or structures on any lot shall be allowed until all construction and landscape plans and specifications for the proposed buildings or structures have been submitted to and approved by the Architectural

Control Committee composed of the Developer, or such agent as may be appointed by said Committee, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within fifteen (15) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date of construction is begun.

3. No structures shall be erected less than twenty-five (25') feet from the front or rear lot lines, or less than ten (10') feet from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

4. No fence shall be permitted upon any lot which is over six (6') feet in height. All fences must have prior approval from Developer as to type, location, size or construction. No fences may be installed from front of house to front lot line.

5. No wheeled vehicles of any kind, boats or campers may be kept or parked on the building lot or driveway unless same are completely inside a garage, provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on the building lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

6. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number.

7. Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction Number 11 hereof.

8. No clotheslines are to be installed on any lot.

9. No lot or lots shall be resubdivided.

10. Developer hereby reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company an easement for a right-of-way in all roads and streets on which the land hereby conveyed abuts, and also, in and to, a five (5) foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Developer, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

11. No noxious or offensive activity shall be carried on upon the real property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

12. No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence either temporarily or permanently.

13. No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

14. No sign of any kind shall be displayed on any lot except the owner's name and number of residence plates and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area.

15. No satellite dishes shall be installed except in the rear yard out of view of the street.

16. All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes.

17. The owners of Lots 13, 14 and 15, Block 2, shall be responsible for maintaining at their expense, in a neat and orderly fashion, the portion of the retention pond and slopes and banks thereof, situated on the owners' respective lot.

18. Every owner of a lot, including Developer shall be a member of the Sea Oaks, Unit I Homeowners' Association, Inc. (hereinafter referred to as "the Association"). Membership shall be appurtenant to and may not be separated from ownership of said lot. The Association shall have two (2) classes of voting members as follows:

(a) Class "A" members shall be all owners with the exception of Developer and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

(b) Class "B" member shall be Developer who shall be entitled to exercise three (3) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

19. Developer hereby covenants for each lot within the subdivision, excepting Lot 6, Block 3, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable at-

torneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

20. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of all landscaped areas and trees lying within the right of way of the dedicated roads and drives within the property. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from said annual assessments, the following:

(a) Improvement, maintenance and repair of the landscaped areas and all trees within the right of way of the dedicated roads and drives within the property.

(b) Maintenance and repair of any damage caused by landscaping and trees to the dedicated paved roads and drives within the property.

(c) Liability insurance insuring the Association against any and all liability to the public, to any owner or to the invitees or tenants of any owner arising out of the Association's obligation to maintain said trees and landscaped areas within the right of way of the dedicated roads and drives within the property. The policy limit shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(d) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes or assessments, which the Association is required to secure or pay pursuant to the terms of this Declaration or By-Law, or which shall be necessary or proper in the opinion of the Board of Directors of the As-

sociation for the benefit of lot owners or for the enforcement of these restrictions.

21. 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, the cost of repairing damage caused by trees and landscaping to the dedicated paved roadways and drives located within the property. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

22. The annual assessments authorized herein shall commence on January 1, 1988. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Developer, for any lots which it owns, shall not be liable for assessments so long as it funds any deficit in the operating expenses of the Association. Provided further, in its sole discretion, Developer may at any time commence paying assessments as to lots owned by it and thereby automatically terminate its obligation for any deficit in the operating expenses of the Association.

23. The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

24. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law.

The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the property as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

25. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

26. Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

27. Invalidation of any of one of these covenants or restrictions by judgement or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

28. Any failure of the Developer or lot owners, their successors or assigns to promptly enforce any of the re-

restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

29. The Developer reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

30. The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Developer for a period of two (2) years, or until all lots have been sold, whichever is later.

31. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2016. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Developer has affixed his hand and seal on this 25th day of June, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Regis Thomas
Dwight J. Pleitgen

RUNK PROPERTIES, INC.

By: Christyche Runk
its President

STATE OF FLORIDA

O.R. 750 PG 0768

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared CHRISTOPHER RUCK, President of RUNK PROPERTIES, INC., known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 1987.

Dorothy J. Scheitz
Notary Public,
State of Florida, at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 25, 1989
Bonded through Lawyers Surety Corporation

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SEA OAKS UNIT 1 HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 23, 1987, as shown by the records of this office.

The document number of this corporation is N21270.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
23rd day of June, 1987.



CR2E022 (10-85)

George Firsiroti
Secretary of State

ARTICLES OF INCORPORATION OF
SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC.,
A NON-PROFIT CORPORATION

RECORDED
INDEXED
MAR 11 1983

We, the undersigned natural persons competent to contract, associate ourselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

I

NAME

The name of the corporation shall be SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC., A NON-PROFIT CORPORATION.

II

PURPOSE

The purpose for which this corporation is organized is to provide for maintenance, preservation and control of the trees and landscapes areas within the dedicated right-of-ways and drives of that certain parcel of real property described as:

All Lots and Blocks of SEA OAKS UNIT I, according to plat thereof recorded in Map Book 20, Page 69, in the Official Records of St. Johns County, Florida, except the southerly 90' of Lot 6, Block 3 of said Sea Oaks Unit I, and any and all other lands that hereafter may be made subject to the provisions of said Declaration pursuant to the terms thereof.

And to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose.

In furtherance of such purpose, the Association shall have power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for

SEA OAKS UNIT I, hereinafter called the "Declaration", applicable to the property, which shall be recorded in the Public Records of St. Johns County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) 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;

(c) 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;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of 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;

(e) 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 two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) 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 two-thirds (2/3) of each class of members; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, 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 assessment by the Association.

IV

CLASSES OF MEMBERSHIP

Class A. Class A members shall be all Owners, with the exception of the Developer (as defined in the Declaration). Each Owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Ten (10) years from the recording date of the Declaration.

V

EXISTENCE

The corporation shall have perpetual existence.

VI

SUBSCRIBERS NAMES AND RESIDENCES

The name and residence of the subscriber to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Arthur H. Runk, Jr.	8 Sea Oaks Lane St. Augustine, Florida 32084

VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, a President, Vice President, who shall at all times be members of the Board, and a Secretary/Treasurer. The Board shall consist of no fewer than three (3) nor more than five (5) members. After Class B membership ceases each member shall be the owner of a lot as provided in Paragraph 18 of the Declaration. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Arthur H. Runk, Jr. Director/President	8 Sea Oaks Lane St. Augustine, Florida 32084
Christopher Runk Director/Vice President	454 Arricola Avenue St. Augustine, Florida 32084
Lorraine Runk Director/Secretary/Treasurer	8 Sea Oaks Lane St. Augustine, Florida 32084

VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of member. 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.

IX

AMENDMENT TO THE ARTICLES OF INCORPORATION

Amendments to the Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting.

X

AMENDMENTS TO BYLAWS

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

XI

INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, indemnification shall apply unless the Board of Directors in its reasonable judgment determines that the person concerned is guilty of gross negligence or willful misconduct in the performance of his or her duties by the court or jury in any proceeding. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

XII

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the corporation is 8 Sea Oaks Lane, St. Augustine, Florida 32084, and the registered agent at such address is ARTHUR H. RUNK, JR.

Arthur H. Runk, Jr.
ARTHUR H. RUNK, JR.

FILED
JUN 23 11:30

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County named above to take acknowledgments, personally appeared ARTHUR H. RUNK, JR., to me well known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of May, 1987.

John A. Bailey, Jr.
Notary Public, State of Florida

My Commission Expires: 9/25/88

BY-LAWS OF
SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION.

The name of the corporation is SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC., (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 8 Sea Oaks Lane, St. Augustine, Florida 32084, but meetings of members and directors may be held at such places within the State of Florida, County of St. Johns, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the Sea Oaks Unit I Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions for Sea Oaks Unit I, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Owner" shall mean and refer to the record owners of any lot.

Section 5. "Declarant" shall mean and refer to Runk Properties, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Sea Oaks Unit I applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, St. Johns County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 6. "Lot" shall mean and refer to any lot shown upon any recorded subdivision plat of the properties, with the exception of the common area.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF NOTICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, consisting of no fewer than (3) nor more than five (5) members. After Class B membership ceases, each member shall be a member of the Association.

Section 2. Term of office. At the first annual meeting and at each annual meeting thereafter, the members shall elect a director to hold office until the next succeeding annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting an such appointment shall be announced at each

annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members until such time as Class B membership ceases. After Class B membership ceases, nominations shall be made from among members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or thier proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by two directors, after not less than three (3) days notice to each director.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of

the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject hereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area, if any, and trees and landscaped areas lying within the dedicated right-of-ways and drives within the properties, to be maintained.

ARTICEL VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary/treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The Office of secretary/treasurer may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The vice president shall act in place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer

The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and

deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws and an Architectural Control Committee at such time and in the manner specified in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, specific common area assessments and specific assessments against any particular lot as defined in the Declaration which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted

under the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at any regular meeting of the members, or special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present in person or by proxy, at such meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, We, being all of the Directors of the Sea Oaks Unit I Homeowners' Association, Inc., have hereunto set our hands this 27 day of May, 1987.

Arthur H. Runk, Jr.
Arthur H. Runk, Jr.
Christopher Runk
Christopher Runk
Lorraine Runk
Lorraine Runk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Bylaws of Sea Oaks Unit I Homeowners' Association, Inc., was acknowledged before me this 27 day of MAY, 1987 by ARTHUR H. RUNK, JR., CHRISTOPHER RUNK, and LORRAINE RUNK.

John D. Bentley
Notary Public, State of Florida
My Commission Expires: 9/25/88

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of Sea Oaks Unit I Homeowners' Association, Inc., a Florida non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 27 day of May, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 27 day of May, 1987.

Lorraine Runk
Secretary/Treasurer

(Corporate Seal)



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

1987 JUL -7 PM 12:10

Clerk "and" Maki
CLERK OF CIRCUIT COURT

4823

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-96-021

Robert N F L

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SEA OAKS UNIT I**

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions of Sea Oaks Unit I, recorded in Official Records Book 750, Pages 759 through 785, of the public records of St. Johns County, Florida, (the "Declaration") is executed this *19th* day of April, 1996, by Runk Properties, Inc., a Florida corporation, (the "Developer") and Sea Oaks Unit I Homeowners' Association, Inc., (the "Association").

R E C I T A L S

1. Paragraph 29 of the Declaration grants the Developer the right to annex additional contiguous property and make such property subject to the Declaration; and

2. The Developer also desires to amend the provisions of the Declaration which govern maintenance of the stormwater management system(s) serving Sea Oaks Unit I and the additional property to be annexed by this amendment.

NOW, THEREFORE, the Developer amends the Declaration as follows:

1. The contiguous real property described in the plat of Sea Oaks Unit II, Phase 1A, according to plat recorded in Map Book 30, Pages 45 through 46, public records of St. Johns County, Florida ("Sea Oaks Unit II, Phase 1A"), is hereby subjected to the terms and conditions of the Declaration and shall be held, sold and conveyed subject to the easements, covenants, terms, conditions and restrictions of the Declaration, all of which are for the purpose of protecting the value and desirability of the lots within Sea Oaks Unit II, Phase 1A, and which shall be covenants and restrictions to run with the lots in Sea Oaks Unit II, Phase 1A and binding on all parties having any right, title or interest in the lots in Sea Oaks Unit II, Phase 1A or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. The owners of lots located in Sea Oaks Unit II, Phase 1A, shall be Class A members of the Association and shall be subject to all covenants, rules, regulations and bylaws of the Association in the same manner and to the same extent as the owners of lots in Sea Oaks Unit I.

3. The owners of Lots 16, 17, 18 and 19, Sea Oaks Unit II, Phase 1A, shall be responsible for maintaining, at their expense, in a neat and orderly fashion, the portion of the retention pond and slopes and banks thereof, situated on such owners' respective lot or lots.

4. The following definition is hereby added to the definitions section of the Declaration:

"Surface Water or Stormwater management system(s)" means a system which is designed and constructed or implemented to control discharge which are necessitated by rainfall

Recorded in Public Records St. Johns County, FL
Clerk# 96013697 O.R. 1167 PG 1430 04:18PM 04/22/96
Recording \$13.00 Surcharge \$2.00

O.R. 1167 PG 1431

events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

5. Paragraph 20 of the Declaration is hereby amended to include the following provision as sub-section (e) thereof:

(e) "The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s), if such system(s) is not maintained by the owners of Lots 13, 14, and 15, Block 2, Sea Oaks Unit I or the owners of Lots 16, 17, 18 and 19, Sea Oaks Unit II, Phase 1A. Maintenance of the surface water or stormwater system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation, in the event such maintenance is not performed by the owners of the above described lots. Any repair or reconstruction of the surface water or stormwater management system(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District."

6. Paragraph 26 of the Declaration is hereby amended to include the following provision:

"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 stormwater management system(s)."

7. Paragraph 30 of the Declaration is hereby amended to include the following provisions:

"Any amendment to the Covenants and Restrictions which alters the surface water or stormwater management system(s), 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."

8. The Association has executed this amendment for the purpose of consenting to the amendments dealing with the maintenance and operation of the stormwater management system(s).

9. In all other respects, the Declaration, as amended, shall remain in full force and effect.

O.R. 1167 PG 1432

IN WITNESS WHEREOF, the Developer and Association have executed this First Amendment on the date and year first above written.

Signed, sealed and delivered in the presence of:

RUNK PROPERTIES, INC., a Florida corporation

Nancy A. McAlum
Witness Nancy A. McAlum

By: Christopher Runk
CHRISTOPHER RUNK
Its President
180 State Road 207
St. Augustine, FL 32086

Naomi Garcia
Witness Naomi Garcia

Developer

SEA OAKS UNIT I HOMEOWNERS' ASSOCIATION, INC.

Naomi Garcia
Witness Naomi Garcia

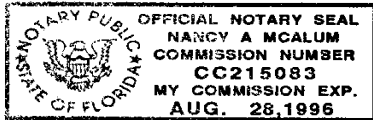
By: Arthur H. Runk, Jr.
Arthur H. Runk, Jr.
Its President
180 State Road 207
St. Augustine, FL 32086

Nancy A. McAlum
Witness Nancy A. McAlum

Association

STATE OF FLORIDA
COUNTY OF ST. JOHNS

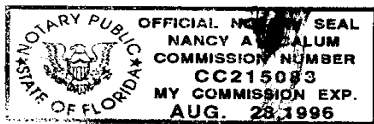
THE FOREGOING instrument was acknowledged before me this 19th day of April, 1996, by Christopher Runk, President of Runk Properties, Inc., a Florida corporation, on behalf of the corporation, who (X) is personally known to me or () has produced Florida driver's license no. _____ as identification.



Nancy A. McAlum
Signature of Notary
(Name of notary typed/printed)
Commission Number: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 19th day of April, 1996, by Arthur H. Runk, Jr., President of Sea Oaks Unit I Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who (X) is personally known to me or () has produced Florida driver's license no. _____ as identification.



Nancy A. McAlum
Signature of Notary
(Name of notary typed/printed)
Commission Number: _____
My Commission Expires: _____
a:\seaoks.amd