

SEA PLACE  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

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

This Declaration is made this 11<sup>th</sup> day of June, 1985, by NORTH CRESCENT BEACH, LTD., a Florida limited partnership.

R E C I T A L S :

A. Declarant is the owner of certain real property located in St. Johns County, Florida more particularly described on Exhibit A attached hereto and made a part hereof constituting a portion of Sea Place, as hereinafter defined, and Declarant desires to provide a means to insure high quality standards for the enjoyment of Sea Place as an ocean resort development and to promote the recreational interest, health, safety and social welfare of each owner and occupant of portions of Sea Place.

B. Declarant desires to provide for the promotion, preservation, enhancement and maintenance of Sea Place and certain improvements located thereon as an integrated community and in order to accomplish such objectives, Declarant desires to subject certain portions of such property together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which is and are for the benefit of Sea Place and each owner of a portion thereof.

C. Declarant deems it desirable to create a non-profit association with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and limitations hereinafter set forth and of maintaining and administering the Common Roads and Common Properties, as hereinafter defined, and collecting and disposing of the assessments and charges hereinafter created.

D. Declarant desires that each portion of Sea Place be developed and enjoyed as an integral part of the development and to that end desires to provide that the non-profit association coordinate functions with those made available to individual portions of Sea Place to as great an extent as possible.

DECLARATION

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

ARTICLE I  
Definitions.

Section 1. "Association" shall mean and refer to Sea Place Master Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 5. "Common Property or Properties" or "Common Area or Areas" shall mean or refer to those tracts of land together with any improvements thereon which are deeded to the Association and designated in said deed as "Common Property or Properties" or "Common Area or Areas". The term Common Properties shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Members and their guests, lessees or invitees and the visiting general public (to the extent permitted or provided for in the deed to the Association), subject to any operating rules adopted by the Association and subject to any use rights or restrictions made available or imposed by Declarant prior to conveyance of such Common Properties or Common Areas to the Association.

Section 6. "Common Roads" shall mean and refer to the roads and road right-of-ways located within the Property, or serving the Property which roads are not dedicated as public roads, but shall exclude parking lots, parking areas, driveways and cul-de-sacs located within the legally described boundaries of a condominium which are maintained by the unit owners within such condominium.

Section 7. "Community" or "Sea Place Community" shall mean and refer to all the property developed or to be developed by Declarant. The land which may be subjected to this Declaration is more fully described in Exhibit B attached hereto and made a part hereof. Reference to the land described in Exhibit B shall not be construed as an encumbrance or defect on the land or in any way affect the title to the land. Only the land specifically subjected to this Declaration by Exhibit A or by recording of a Supplemental Declaration shall be a part of the Sea Place Community.

Section 8. "Declarant" shall mean and refer to North Crescent Beach, Ltd., a Florida limited partnership, successors or assigns of its rights hereunder or any successor or assign of all or substantially all of its interest in Sea Place. The Declarant may also be an Owner or Member for so long as the Declarant shall be the record owner of any parcel of Property as defined in Sections 13 or 14 hereof.

Section 9. "Declaration" shall mean and refer to this Sea Place Declaration of Covenants, Conditions, & Restrictions applicable to the Property.

Section 10. "Member" shall mean and refer to those persons entitled to Class "A" and "B" membership in the Association as provided in this Declaration.

Section 11. "Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government including without limitation, Federal National Mortgage Association ("FNMA"), Governmental National Mortgage Association ("GNMA"), and/or the similar insurors and guarantors of mortgages, mortgage banker or any other mortgage banker, or any other lender generally recognized as an institutional-type lender or the Declarant holding a mortgage on a Unit or Units.

Section 12. "Owner" shall mean and refer to the owner as shown in the public records of St. Johns County, Florida (whether it be one or more persons, firms, associations, corporations, or other legal entities) of the fee simple title to any Residential Dwelling Unit but, shall not mean or refer to a mortgagee, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event there is recorded in the public records of St. Johns County, Florida a long term contract for sale in the nature of a contract for deed covering any of the above parcels of Property, the Owner of such parcels shall be the purchaser under said contract.

Section 13. "Property" or "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto and such additions thereto as may be made in accordance with the provisions hereof.

Section 14. "Residential Dwelling Unit" or "Unit" shall mean and refer to any improved Property intended for use as a single family or condominium residential dwelling including, without limitation, any single family detached dwelling, garden home, patio dwelling, condominium unit, townhouse unit, cooperative apartment unit or apartment unit, which improvements constructed thereon are substantially completed.

#### Article II

#### Property Subject to This Declaration and Additions or Withdrawals thereto.

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land situated in St. Johns County, Florida as more particularly described on Exhibit A attached hereto, sometimes referred to sometimes referred to herein as the "Existing Property".

Section 2. Additional Property. The Declarant shall have the right, until seven years after the recording of this Declaration from time to time and within its sole discretion, to annex to the Existing Property and to include within this Declaration additional properties, including properties described on Exhibit B attached hereto, properties now or hereafter acquired by it, any property included within the Sea Place community and property of others which is either abutting the Existing Property which is so situated that its addition will be reasonably consistent with the uniform scheme for development set forth in this Declaration.

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

Section 4. Supplemental Declarations. Any such additions authorized in Section 2 or 3 above may be made by the filing of record of one or more supplemental declarations with respect to the added property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of

the Property subject to this Declaration. In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof applicable to any additional property as may be necessary or desirable in the sole opinion of the Declarant to reflect the different character, if any, of the additional property that is the subject of the supplemental declaration including modifications in the basis of assessments or amounts thereof. Such supplemental declaration shall become effective upon being recorded in the aforesaid St. Johns County public records.

Section 5. Effect of Annexation. In the event that any additional property is annexed to the Existing Property pursuant to the provisions of this Article II, then such additional lands shall be considered within the definition of the Property for all purposes of this Declaration, and each Residential Dwelling Unit Owner shall be a Class A Member and the number of votes for the Class A and B Members shall be adjusted accordingly, it being intended that any voting requirements need not be fulfilled separately for any property described in a supplemental declaration.

Section 6. Additional Declarations. Declarant reserves the right, as the Property is developed and offered for sale, to subject portions thereof to specific additional covenants and restrictions, either as a part of a declaration of condominium or by separate instrument, which apply only to each portion as defined and described in each such set of separate covenants and restrictions. Such additional covenants and restrictions shall be subject to the provisions hereof so that Sea Place remains an integrated development.

### Article III

#### Membership and Voting Rights

Section 1. Membership. Every Owner of the Property, except governmental entities, or Owners of Property which is exempt from the payment of assessments shall be a Member of the Association, including the Declarant. Such membership shall be mandatory membership and all Members of the Association shall be governed and controlled by the Articles of Incorporation and Bylaws thereof in addition to this Declaration.

Section 2. Voting Rights. The Association shall have two types of regular voting membership:

a. Class "A". Class "A" Members shall be all Owners, including the Declarant, of Residential Dwelling Units and shall be entitled to one (1) vote for each Residential Dwelling Unit which such Class "A" Member owns.

b. Class "B". The Class "B" Member shall be the Declarant who shall be entitled to nine votes for every planned but un conveyed Residential Dwelling Unit. Provided that the Class "B" Membership shall cease and shall be converted to Class "A" whichever shall first occur:

(1) within six (6) months from the time at which some of the Residential Dwelling Units have been completed and conveyed to Owners and none of the others are being constructed and offered for sale by the Declarant in the ordinary course of business and there is no construction in progress.

(2) when the number of votes of the Class "A" Members equals the number of votes of the Class "B" Members.

(3) at such time as the Declarant in its sole discretion elects to transfer control of the Association.

(4) seven years from the date of recording this Declaration.

Upon transfer of control, the Class "B" Member shall be considered a Class "A" Member and entitled to one vote for each Residential Dwelling Unit it owns.

c. When any property entitling an Owner to membership as a Class "A" Member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership of a single Residential Dwelling Unit, one and only one of such persons who shall be designated by such joint owners shall become the Member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such property shall determine but in no event shall more than one (1) vote be cast with respect to any such property. Where a partnership, corporation or other entity is a Class "A" Member, such Class "A" Member shall designate one representative of such partnership or corporation or other entity to be the Member entitled to vote.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of not less than three (3) members, as set forth in the Articles, to be elected or appointed as provided in the Articles of Incorporation and Bylaws of the Association.

#### Article IV

##### Property Rights in the Common Properties

Section 1. Common Properties. The Declarant intends to improve certain portions of the Community which will serve all Owners within the Community. Such improvements may include roadways, an irrigation system, clubhouse, swimming pool, tennis courts, racquetball courts and the land eastward of the Coastal Construction Line and may include other amenities which Declarant determines in his own discretion are necessary or convenient to the orderly administration of the Community.

Declarant intends, but is not obligated to convey from time to time during the course of the continuing Development of the Community to the Association certain properties which are specifically designated as Common Property. Such property shall be devoted and intended for the common use and enjoyment of the Owners, their families, guests, tenants and invitees.

Section 2. Common Roads. Common roads or access easements are or will be designated to provide ingress and egress from Residential Dwelling Units to private roads and to publicly dedicated right of ways. The Common Roads shall be conveyed to the Association and all owners shall be granted a right of ingress and egress over the Common Roads subject to the rules and regulations thereon and this Declaration.

Section 3. Members Easements of Enjoyment in Common Properties and Common Roads. Subject to the provisions of this Declaration, the rules and regulations of the Association, any fees or charges established by the Association, any easements reserved by Declarant, and any prior use rights or restrictions granted or imposed in the Common Property or Common Roads all Members, their families and every guest, tenant or invitee of such Members shall have a right and easement of enjoyment in and to the Common Properties and Common Roads appurtenant to their membership in the Association.

Section 4. Title to Common Properties and Common Roads. The Declarant covenants for itself and its successors and assigns, that it shall convey by deed to the Association, at no cost to the Association, the following:

a. Those improved parcels of land and facilities designated as Common Roads or Common Property other than those facilities described in subsection (b) below, within ninety (90) days after the Declarant has made a final designation that any such land or facilities will constitute Common Properties or Common Roads and completed any improvements thereon. Upon such conveyance or upon completion of the improvements thereon by the Declarant, the Association shall become responsible for all maintenance and operation thereof and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to the Declaration.

b. Natural areas, trail areas, lake frontage, wetlands, lakes, and similar unimproved Common Properties shall be conveyed in large or small parcels from time to time after the Declarant has completed the surveying, platting and improvement of all property which may abut such natural areas, trail areas, lake frontage, marsh areas, lakes and like properties. Such properties shall be conveyed within two (2) years of notification to the Association, in writing, by the Declarant of its final designation of such properties as Common Properties and of its intent to convey such properties to the Association as Common Properties. Notwithstanding any description contained in any notification to the Association, the actual metes and bounds description as shown on the recorded conveyance to the Association shall govern.

c. The Common Roads and Common Property, if not previously conveyed in accordance with subsection (a) or (b), and bike trails or nature trails or similar improved but open recreational Common Property shall be conveyed on or before seven years from the date of recording this Declaration.

d. All parcels of land as described in this Section shall be conveyed to the Association free and clear of all liens and mortgages but subject to restrictive covenants of record, all easements, reservations and use rights in existence at the time of the conveyance, including but not limited to, an easements for access, utilities or drainage to such properties by the Declarant and the Association and the right of the Declarant to grant further easements or use rights in accordance with the provisions hereof.

e. The Association shall be obligated to accept the conveyance of any Common Roads or Common Properties if and when conveyed by Declarant pursuant hereto, and to thereafter assume responsibility for the operation and maintenance thereof, in accordance with this Declaration, which Common Roads or Common Properties may include, but shall not be limited to land and improvements which are to be used for any of the following uses and/or purposes within the Project:

(1) Roads, walkways, jogging paths, trails, natural areas, marsh areas, land eastward of Coastal Construction Line, boardwalks, piers, docks, bridges and related facilities;

(2) Utilities and communications plants, buildings and related facilities, parking areas, clubhouses and meeting rooms and Association offices;

(3) Lakes, beaches, swimming pools, athletic fields, racquet sports courts and related facilities;

(4) Security, maintenance, fire prevention, telephone lines, conduits, water, well, sewer and waste control plants, buildings and related facilities, cable television and its appurtenances;

(5) Gardens, open space, fields, ponds and landscaped areas.

Section 5. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Roads or Common Properties and providing services authorized herein and in aid thereof to mortgage said properties and pledge the revenues of the Association; and

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

c. The right of the Association, to suspend all voting rights and all other rights and easements of enjoyment of any Member, lessee, invitee or guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, without waiver or discharge of the member's obligation to pay the assessment; provided however the Association may not deny any Member or any of Member's lessees, invitees or guests right of ingress and egress to his Residential Dwelling Unit.

d. The right of the Association to adopt, amend and enforce reasonable rules and regulations pertaining to the use of Common Roads and Common Properties and any facilities included therein.

e. The right to deny ingress to any person who in the opinion of Declarant may create or participate in a disturbance or nuisance on any part of the Property or the Community. The Declarant and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Common Roads including the right to regulate speed of vehicles and to prohibit use of the Common Roads by traffic or vehicles which would or might result in damage to Common Roads or pavement (other than vehicles used in construction of improvements upon the Property or the Community) or other improvements thereon or create a nuisance for the Members, and the right but no obligation to control and permit or prohibit parking on all or any part of the Common Roads or Common Properties. The Declarant or the Association shall have the right but no obligation to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing natural or

artificial placed or located within the Property if the location of the same will in the sole judgment and opinion of Declarant or the Board of Directors, obstruct the vision of a motorist upon any of the Common Roads. The Declarant shall have the right to redesignate, relocate or close any part of the Common Roads without the consent or joinder of any party so long as no Residential Dwelling Unit within the Property is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

f. The right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easements on any part of the Common Properties or to dedicate the Common Roads; and

g. The right of the Association to give or sell all or any part of the Common Properties to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, if authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association. A certified copy of the resolution authorizing such action made and acknowledged by the Association's President or Vice President and Secretary or Assistant Secretary shall be conclusive evidence of authorization by the membership.

h. The right of the Association to establish and collect charges with classifications for varying uses and types of users for the use of Common Properties to assist the Association in defraying the costs and expenses of the Association associated with such Common Properties.

i. The right of the Association to establish varying penalties for non-compliance with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and the rules and regulations established by the Association and to impose such fines for violations against a member as a special assessment pursuant to the provisions for collection of assessments.

#### ARTICLE V

##### Covenants for Assessments.

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Residential Dwelling Unit as a Member of the Association, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

(a) annual assessments or charges; and

(b) special assessments or charges for the purposes set forth in this Article, such assessment to be fixed, established and collected from time to time as hereinafter provided.

All assessments together with such interest thereon and attorneys' fees and expenses and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the real property and improvements against which such assessments are made. Each such assessment, together with such interest and costs of collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a



Residential Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No owner of a Residential Dwelling Unit shall be excused from the obligation to pay such assessments by waiving the owners rights to use the Common Roads and Common Properties.

Section 2. Purpose of Assessment.

(a) The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, management and operation of the Common Roads and Common Properties, and to provide any of the functions or services of the Association authorized under Article VI.

(b) Special Assessments. Special assessments, if required and approved by the Members at a duly convened meeting, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (i) those chargeable to all Members of the Association in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Properties (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the Members at a duly convened meeting; or (ii) those assessed against one Member alone to cover repairs or maintenance for which such Member is responsible and which he has failed to make, which failure impairs the value of or endangers Common Roads or Common Property, or which are for expenses incident to the abatement of a nuisance within his Residential Dwelling Unit. Provided, however, during the time that the Declarant is in control of the Association, no special assessment of the kind described in (i) herein shall be assessed against Class A Members except for special assessments caused by casualty or natural emergency which are not covered by insurance. All other shortages during the time the Declarant controls the Association shall be paid by the Declarant, unless the Class A Members approve an increased expenditure as provided in subparagraph 4 hereof.

Section 3. Basis of Assessment. The Board shall establish an Annual Budget in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Community, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Member, and the assessment for the year shall be based upon such Budget. In order to establish the assessment for each Member, the total Budget shall be divided by the number of Residential Dwelling Units in existence at the time that the Budget is established, each member shall pay an equal amount.

Special Assessments for capital improvements or repair to the Common Roads or Common Property shall be assessed against all Residential Dwelling Units equally. Special Assessments for failure to maintain or for distribution or damage to the Common Property or Common Roads shall be assessed directly against a Residential Dwelling Unit Owner and become a part of the charges against the Residential Dwelling Unit enforceable by the lien created herein.

Failure to deliver a copy of the Budget to a Unit Owner shall, however, not affect the liability of such Owner for such assessment.

Section 4. Reserve Fund. The Board, in establishing each Annual Budget, may include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Members. The amount to be reserved shall be determined by the Board of Directors and subject to the approval of the members of the annual meeting.

Section 5. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid on or before the past-due date, then such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Member personally and may proceed to enforce the lien created hereby by foreclosure or by any other proceeding in equity or at law. There shall be added to the amount of such assessment and the amount secured by such lien, the attorney's fees involved in the costs of preparing, filing, administering, prosecuting, and satisfying the lien, and in the event a judgment is obtained, such judgment shall include interest on the assessment from the past due date at the highest legal rate and the attorney's fee as stated above together with the costs of the action.

Section 6. Subordination of the Lien to Mortgages. The lien of the Association shall be effective from and after recording, in the public records of St. Johns County; a claim of lien stating the description of the Residential Dwelling Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the Unit Owner. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

Section 7. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Such statement shall be audited and certified by a Certified Public Accountant in accordance with generally acceptable principles of accounting. Such Officer shall furnish to each Member of the Association and his Institutional Mortgagee who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt

of such request. The relevant financial books and records of the Association shall be available for inspection at the Associations offices by Members and their Institutional Mortgagee for a proper purpose, within a reasonable time of written notice to the Treasurer of the Association setting forth the purpose of such inspection. Such inspection shall be conducted during normal business hours of the Association.

Section 8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

Section 9. Declarant's Liability for Assessment. The Declarant shall not be required to pay the monthly installments after the annual assessments for each Residential Dwelling Unit it owns and shall fund any deficit in the operating expenses of the Association.

ARTICLE VI

Functions of Association

Section 1. Functions and Services of Association. The Association shall provide the following functions and services to its Members to the extent permitted by the government of St. Johns County, Florida:

- a. Maintenance and reconstruction of all Common Property and Common Roads including roadway medians and landscaping of Common Road right-of-ways;
- b. Maintenance of lakes, lagoons, shorelines, waterways, channels, markers, drainage and irrigations systems serving the Property, not maintained by other associations, whether or not any or all of said properties have been transferred to the Association as Common Property;
- c. Lighting of Common Roads;
- d. Insect, pest and woods fire control to the extent that it is necessary or desirable in the judgment of the Board of Directors to supplement the service provided by state and local governments (This shall not include interior pest extermination);
- e. To provide administrative services, including, legal, accounting and financial services to the Association;
- f. To accept and maintain Common Property and Common Roads conveyed to the Association by Declarant.
- g. To provide liability and hazard insurance covering improvements and activities on the Common Properties as more fully described in Article X.
- h. To pay taxes assessed against Common Properties and Common Roads and upon request of Member or Institutional Mortgagees to furnish evidence of such payment.
- i. To provide reasonable rules and regulations to control use and enjoyment of Common Roads, vehicular traffic within the Community for the health, safety or welfare of persons within the Community, including if deemed necessary

or desirable by the Board of Directors, to construct, operate and maintain secured access gates restricting vehicular traffic into the Property, except for Declarant, Members of the Association and their guests, employees, invitees, customers, agents or independent contractors.

j. To enforce the provisions of this Declaration and the articles of incorporation and bylaws of the Association as well as covenants, conditions or restrictions or declaration of condominium affecting any Residential Dwelling Unit, if not enforced by the association or associations responsible therefor.

Section 2. Authorized Functions of Association.

The Association shall be authorized, but shall not be required, to provide the following services to the Property which shall be provided to the Association at the discretion of the Board of Directors, to the extent the Board deems such services to be necessary and appropriate and to the extent permitted by the government of St. Johns County, Florida:

a. Fire protection and prevention to the extent that such service is not provided by state or local governments;

b. Improvement of fishing available to Members within the Properties;

c. To conduct recreation, sports, craft and cultural programs of interest to Members, their invitees and guests;

d. To provide safety equipment for storm emergencies;

e. To construct improvements on the Common Properties for use for any of the purposes as may be required to provide this service authorized under this Article;

f. To permit communication services informing Members of activities

g. To provide, conduct or maintain water pollution control;

h. To provide lakes, playfields, tennis, wildlife areas and fishing facilities serving the Property; and

i. To provide sidewalks, walking paths, or trails, bicycle paths and nature paths;

j. Maintenance of public properties located within reasonable proximity to the Property such that deterioration would affect the appearance of the Property as a whole;

k. To take any and all actions necessary to enforce this Declaration and the covenants and restrictions affecting the Properties and perform any of the functions or services delegated to the Association in any other covenants or restrictions applicable to the Property.

l. To provide reasonable rules and regulations for pet control within the Property and to provide facilities and personnel to enforce such rules and regulations.

m. To provide a central identification system with vehicular stickers and identification cards as a part of security protection and vehicular access control.

n. To provide such other services or to exercise any right or privilege which in the judgment of the Board of Directors, are necessary or desirable to carry out the Association's duties under the terms of this Declaration and to keep any Common Property or Common Roads or other property serving the Members of the association neat and attractive and to preserve or enhance its value, to eliminate fire, health, or safety hazards and such other services or facilities which in the judgment of the Board of Directors may be of general benefit to the Members and the Property.

Section 3. Ownership and Maintenance of Common Property. The Association shall be authorized to own and/or maintain Common Property and equipment, furnishings and improvements as may be necessary in the opinion of the Board of Directors to provide the services and functions of the Association as set forth in this Article VI.

Section 4. Delegation of Services of the Association. The Association and its Board of Directors shall be authorized to cause any of the mandatory or authorized functions or optional services as described in Sections 1 and 2 of this Article to be provided by a private company, including any affiliate of Declarant, public agency, or publicly regulated authority or agency which in the opinion of the Board, shall make such services available in a reasonable manner to the Association and its Members.

Section 5. Condominium or other Associations. If for any reason any Condominium or other Association refuses to perform the obligations imposed on it under the terms and provisions of the articles of incorporation, bylaws or recorded declaration or covenants and restrictions of such association, including but not limited to the collection of assessments necessary to maintain the applicable property in a first class and attractive manner consistent in all respects with good property management, the Association or the Declarant shall be, and is hereby authorized to act for and on behalf of such association in such respect that the association has refused or failed to act and any expenses thereby incurred by the Association shall be reimbursed by the non-performing association and shall be assessed as a special assessment against the units under the jurisdiction of that association. The Association shall provide notice to the association and/or the Member responsible for such violation and a reasonable time to remedy the violation except that the Association may, without notice make such emergency repairs and maintenance as may be necessary in its sole judgment for the health, safety or welfare of persons or property within the Property. The Association, by or through its duly authorized agents, employees or contractors after such notice and time to remedy, may take such actions to maintain or repair the grounds or improvements in violation or to remedy the violation as the Board of Directors deems necessary or desirable in its sole discretion. Neither the Association, Declarant nor any of their respective directors, officers, agents, employees or contractors shall be liable for any incidental or consequential damages for failure to inspect any land or improvements within the Property or for any personal injury or property damage or other incidental or consequential damages occasioned by any non-negligent act or omission in the remedy of any such violation or repair or maintenance of any grounds or improvements. Declarant hereby reserves a license and easement for the benefit of the Declarant and Association over the Property for purposes of maintenance, repair and enforcement as provided for herein. The Association may, in addition to making its own determination of violations, respond to complaints received as to violations. If the Board of Directors notifies a violator of a violation and the violation is not

expeditiously terminated or remedied, the Association may engage legal counsel to bring any and all appropriate actions in law or equity including any appeals to correct such violation and if the Association is the prevailing party, to assess legal fees, costs and expenses against the violator as a special assessment against the violator's Unit or Units.

Section 6. Reduction of Service. So long as Declarant is engaged in the development of the Property or lands included within the Community, the Association shall not reduce the level of its services below the minimum level as established by the Board of Directors during the first three (3) years of operation of the Association.

Section 7. Obligations of the Association. The extent of the functions and services to be carried out by the Association at any particular time, including the extent of required services of the Association, shall be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of its Members. The functions and services which the Association is authorized to provide under this Article may be added to or reduced at any time upon the affirmative vote of fifty-one (51%) percent of the total membership voting in person or by proxy or by Referendum; provided however that so long as Declarant is engaged in the development of Property, any reduction in service as described herein shall require the prior written consent of Declarant.

Section 8. Management. The Board of Directors shall have the right to designate such party, including Declarant or any affiliate of Declarant, as the Board of Directors shall select to act as a manager to provide or cause to be provided, the services for which assessments are made hereunder as set forth in this Article. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall be part of the annual assessment set forth in Article V hereof.

## ARTICLE VII

### Architectural Control

Section 1. Architectural Review. Except for the improvements constructed by Declarant, no building, wall, fence, swimming pool, or other structure or facility of any kind or nature shall be commenced, erected, or maintained upon the Property subject to this Declaration, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Association's Architectural Review Board. This paragraph shall not apply to any Property utilized by a governmental entity or institution or any property of the Declarant. The Architectural Review Board shall be composed of those persons as described in the Bylaws of the Association.

The Architectural Review Board shall review any changes or alterations of improvements constructed on Property subject to a declaration of condominium or other homeowners' declaration if such changes or alterations are made by a Class "A" Member and visible from the exterior. This review shall be in addition to any review required by the applicable homeowners document and in the event of a differing approval the decision of this Architectural Review Board shall prevail.

→ PREPARED BY AND RETURN TO:  
LINDA CONNOR KANE, Attorney  
GILLONER, BAUMER, MIKALS,  
ERAGFORD, CANNON & WALTERS, P.A.  
2225 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202

85 25779

SUPPLEMENTAL  
SEA PLACE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

REC 690 PAGE 1081

This Supplemental Declaration made this 2d day of  
December, 1985, by NORTH CRESCENT BEACH, LTD., a Florida  
limited partnership ("Declarant").

WITNESSETH:

WHEREAS, the Sea Place Declaration of Covenants, Conditions  
and Restrictions has been recorded in Official Records Book 676,  
page 1411 in the public records of St. Johns County, Florida  
(referred to as "Declaration") which by this reference hereby is  
incorporated herein its entirety; and

WHEREAS, Declarant is the owner of the real property more  
fully described as Sea Place Drive, . . . according to plat hereof  
recorded in Map Book 19, page 29, of the public records of St.  
Johns County, Florida ("Property") and desires to subject the  
Property to all the terms, conditions and provisions of the  
Declaration as provided for under Article II of the Declaration.

NOW, THEREFORE, Declarant by execution of this Supplementary  
Declaration, hereby declares that the Property and any portions  
thereof shall be held, transferred, sold, conveyed and occupied  
subject to all the covenants, restrictions, easements, changes  
and liens and all other matters as set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Supple-  
mental Declaration to be executed on the date first above written.

Signed, sealed and  
delivered in this  
presence of:

Karen A. Heringer

[Signature]

NORTH CRESCENT BEACH, LTD.,  
By: Southern Condominium Developers,  
Inc., Its General Partner

By: [Signature]  
Its [Signature] President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing was acknowledged before me this 2nd day of  
December, 1985 by Thomas Bergmann, the Vice  
President of Southern Condominium Developers, Inc.,  
a Florida corporation, as general partner for North Crescent Beach,  
Ltd., a Florida limited partnership on behalf of the partnership.

Melinda B. Conrick  
Notary Public, State of Florida

My Commission Expires: 8-12-86

88 38770

SUPPLEMENTAL  
SEA PLACE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

690 PAGE 1081

This Supplemental Declaration made this 2d day of December, 1985, by NORTH CRESCENT BEACH, LTD., a Florida limited partnership ("Declarant").

W I T N E S S E T H:

WHEREAS, the Sea Place Declaration of Covenants, Conditions and Restrictions has been recorded in Official Records Book 676, page 1374 in the public records of St. Johns County, Florida (referred to as "Declaration") which by this reference hereby is incorporated herein its entirety; and

WHEREAS, Declarant is the owner of the real property more fully described as Sea Fair Drive, according to plat hereof recorded in Map Book 19, page 29, of the public records of St. Johns County, Florida ("Property") and desires to subject the Property to all the terms, conditions and provisions of the Declaration as provided for under Article II of the Declaration.

NOW, THEREFORE, Declarant by execution of this Supplementary Declaration, hereby declares that the Property and any portions thereof shall be held, transferred, sold, conveyed and occupied subject to all the covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the date first above written.

Signed, sealed and delivered in this presence of:

Karen A. Springer  
[Signature]

NORTH CRESCENT BEACH, LTD.  
By: Southern Condominium Developers, Inc., Its General Partner

By: [Signature]  
Its Vice President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing was acknowledged before me this 2nd day of December, 1985 by Thomas Bergmann, the Vice President of Southern Condominium Developers, Inc., a Florida corporation, as general partner for North Crescent Beach, Ltd., a Florida limited partnership on behalf of the partnership.

FILED AND RECORDED IN  
1985 DEC -3 AM 11:22  
Carl "Bud" Mankel  
CLERK OF CIRCUIT COURT

VERIFIED BY  
[Signature]

Melinda B. Smith  
Notary Public, State of Florida  
My Commission Expires: 8-12-86

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE NAME OF THE PLATTED ROAD AND THE RECORDING REFERENCE REFERRED TO HEREIN.



85 25780

DEED OF CONVEYANCE  
AND  
RESERVATION OF EASEMENT  
(SEA PLACE DRIVE)

REC-699 REC-1516  
PREPARED BY AND RETURN TO  
LINDA CONNOR KANE, Attorney  
CALLAGHER, BARKER, MIXALS,  
BRADFORD, CANNON & WALTERS, P.A.  
2525 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32204

REC 690 PAGE 1082

THIS DEED OF CONVEYANCE AND RESERVATION OF EASEMENT is made as of this 2 day of November 1985 by NORTH CRESCENT BEACH, LTD., a Florida limited partnership ("Grantor") to SEA PLACE MASTER ASSOCIATION, INC. ("Grantee") whose address is 9000 Cypress Green Drive, Jacksonville, Florida 32216.

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Grantor hereby grants, conveys, transfers, and sets over to Grantee, its successors and assigns, all that part and parcel of property more fully described as Sea Fair Drive on the plat of Sea Place Unit "A" according to plat or map thereof recorded in Map Book 19, page 29 of the public records of St. Johns County, Florida ("Property").

Grantor hereby warrants title to the property subject to all covenants, conditions, restrictions and easements of record, taxes subsequent to December 31, 1984, and agrees to defend all claims thereto arising from persons claiming through the Grantor.

Grantor hereby reserves a perpetual non-exclusive easement for ingress and egress for vehicular traffic over and upon the Property herein conveyed for the benefit of itself and for the benefit of the owners of the real property which is or will be subjected to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 of the public records of St. Johns County, Florida as amended from time to time ("Declaration of Covenants"). The property presently subject to or which may be subjected to the Declaration of Covenants is herein referred to as "Sea Place Community". The easement over the Property reserved herein is for the benefit of the owners and occupants of the Sea Place Community, their successors and assigns, guests, invitees and domestic help, and other authorities of the law, United States mail carriers, utility companies serving the Sea Place Community, holders of mortgage liens on the Sea Place Community or any portion thereof and such persons as Grantor may from time to time designate.

The Grantor reserves for itself so long as it shall own any property within the Sea Place Community, the unrestricted and absolute right to deny ingress to any person who in the opinion of the Grantor may create or participate in a disturbance or nuisance on any part of the Property herein conveyed or within the Sea Place Community and shall have the right from time to time to control and regulate all types of traffic upon the Property including the right to prohibit excessive speed and to prohibit use of the Property by traffic or vehicles (including without limitation, motorcycles and go-carts) which in the opinion of the Grantor would or may result in damage to the road or pavement or other improvements thereon, or create a nuisance for the Owners, and shall have the right but no obligation, to control and prohibit parking on all or any part of the Property. Grantor also reserves the right at any time, with the consent of the appropriate governmental authorities, governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Property. In addition, the Grantor shall have the right to redesignate, relocate or close any other part of the Property so long as the Owners in the Sea Place Community and the Property are not denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

The Grantor hereby reserves for itself so long as it shall own any Property within the Sea Place Community the right to convey easements over and across any portions of the Property to

THIS IS BEING RE-RECORDED TO CORRECT THE NAME OF THE PLATTED ROAD REFERRED TO HEREIN.

FLORIDA DOCUMENTARY STAMP TAX PAID  
Date: 12/15/85 Int. \$50  
CARL "BUD" MARKEL  
Clerk Circuit Court St. Johns County  
By: *Carl Markel* Deputy Clerk

... and use utilities, electric and telephone poles, ...  
... gas, sewer, water lines or other public conveniences or  
utilities, for the purpose of serving the Sea Place Community.  
Provided, however, the easement rights herein reserved to the  
Grantor shall not be exercised by the Grantor so as to materially  
disturb any improvements erected upon the Property.

The Property herein conveyed shall constitute "Common Area"  
and "Common Roads" as such term is defined in the Declaration of  
Covenants which shall be maintained in accordance with the  
provisions as contained in such Declaration of Covenants relating  
to Common Area and Common Roads.

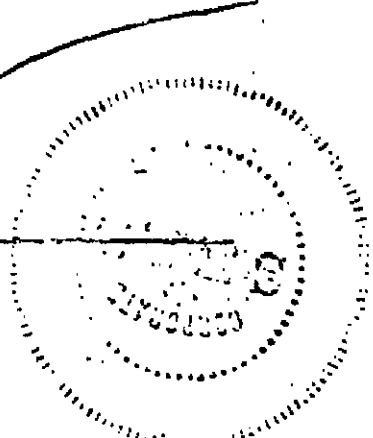
IN WITNESS WHEREOF, Grantor sets its hand and seal on the  
date first above written.

Karen J. Veringer

NORTH CRESCENT BEACH, LTD.  
By Southern Condominium  
Developers, Inc., Its  
General Partner

Tom Black

By: [Signature]  
Its Vice President

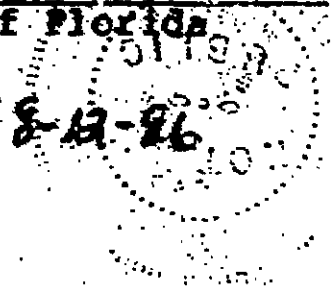


STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd  
day of December, 1985, by Thomas Bergmann,  
the Vice President of Southern Condominium Developers, Inc., a  
Florida Corporation, general partner of North Crescent Beach,  
Ltd., a Florida limited partnership on behalf of the partnership.

Melinda B. Cornich  
Notary Public, State of Florida

By Commission Expires: 8-12-86



DECEASE

VERIFIED BY  
[Signature]



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
1986 MAR 21 PM 3:30

Carl "Bud" Munkel  
CLERK OF DISTRICT COURT

SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR SEA PLACE II

THIS DECLARATION is made on the day hereafter set forth by NORTH CRESCENT BEACH LTD., a Florida limited partnership ("Declarant").

RECITALS

A. The Declarant is the owner of a parcel of land situated in St. Johns County, Florida which land is more fully described on Exhibit A attached hereto and made a part hereof and which is presently zoned "PSD" (Planned Special Development) and which Declarant intends to develop as patio homes ("Sea Place II").

B. It is contemplated that Sea Place II will be completed in several stages, the initial stage of which shall be designated as Sea Place Unit A which land is more fully described in the plat thereof recorded in Map Book 29, page 19 of the public records of St. Johns County, Florida ("Property").

C. The Property is part of a planned unit development which consists or may consist of condominium units, patio homes, zero lot line dwellings and other single family dwellings and recreational facilities all of which are governed, restricted and subject to the Sea Place Declaration of Covenants Conditions and Restrictions recorded in Official Records Book 676, page 1374 of the public records of St. Johns County, Florida ("Master Declaration").

D. Pursuant to the terms of the Master Declaration, the Declarant has the right to subject additional land more fully described in Exhibit B of the Master Declaration to the terms and conditions of the Master Declaration as well as the right to subject portions of such additional land to additional covenants and restrictions which apply only to a specified portion of the additional land.

E. The Property and Sea Place II constitute a part of the land described in Exhibit B of the Master Declaration and at the time of recording this Declaration, Declarant desires to subject the Property to the covenants, conditions, and restrictions of the Master Declaration as well as to subject the Property to the covenants conditions and restrictions set forth in this Supplemental Declaration. The Declarant further reserves the right to annex additional parcels of land which constitute portions of Sea Place II to the Master Declaration as well as to subject such parcels to the provisions of this Supplemental Declaration.

F. The Declarant has created the Sea Place Master Association, Inc. ("Master Association") which has the responsibility for the oversight of all the Property subject to the Master Declaration, in addition the Declarant has created the Sea Place II Homeowners Association, Inc. ("Association") for the purpose of maintenance of Sea Place II as well as for oversight of the Sea Place II and such other duties and obligations as set forth in this Supplemental Declaration and the Articles of Incorporation and Bylaws of the Association.

NOW, THEREFORE, the Declarant hereby declares that the Property is hereby subjected to the covenants, conditions and restrictions of the Master Declaration which are incorporated herein the same as if such terms and conditions were set forth in full; further the Property is hereby subjected to the terms and conditions set forth in this Supplemental Declaration and the additional land more fully described as Sea Place II may be made subject to the Master Declaration as well as this Supplemental Declaration upon recordation of a further supplemental declaration annexing such parcels of land to the Master Declaration as well as this

Supplemental Declaration. The Property, as well as any portion of Sea Place II when so designated by the Declarant shall be held sold, conveyed and transferred subject to the easements, restrictions, covenants, and conditions of the Master Declaration as well as this Supplemental Declaration, all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit and be binding upon the Association and each Owner as all terms are hereinafter defined.

## ARTICLE I

### DEFINITIONS

SECTION 1. ARTICLES. Articles shall mean and refer to the Articles of Incorporation of the Association.

SECTION 2. ASSESSMENT. Assessment shall mean a share of Association Expenses required for the payment of all the cost and expense of operation of the Association which from time to time are assessed against the Lots and the Owners unless set forth to the contrary the term Assessment shall mean and refer to both Annual and Special Assessments.

SECTION 3. ASSOCIATION. Association shall mean and refer to Sea Place II Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

SECTION 4. BOARD OF DIRECTORS. Board of Directors shall mean and refer to the Association's Board of Directors.

SECTION 5. DECLARANT. Developer shall mean and refer to North Crescent Beach Ltd., and 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 OR SUPPLEMENTAL DECLARATION. Declaration or Supplemental Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

SECTION 7. LOT. Lot shall mean and refer to any numbered lot shown upon any recorded plats of the Property and any other lot made subject to this Declaration by the Declarant.

SECTION 8. MORTGAGE. Mortgage shall mean and refer to any mortgage or other instrument encumbering any interest in any Lot or any portion thereof, as security for performance of an obligation.

SECTION 9. MORTGAGEE. Mortgagee shall mean and refer to the owner of a First Mortgage, including without limitation, bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association, Government National Mortgage Association, the Administration of the Veterans Administration or Federal Housing Authority and other similar insurers and guarantors of mortgages, mortgage bankers or other lenders generally recognized as an institutional type lender or the Declarant holding a mortgage on a Lot.

SECTION 10. OCCUPANT. Occupant shall mean the person or persons other than the Owner in possession of a Lot and the improvements thereon.

SECTION 11. OWNER. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 12. PERSON. Person shall mean and refer to any natural person or artificial legal entity.

SECTION 13. PROPERTY OR PROPERTIES. Properties shall mean and include the property more fully described as the Sea Place Unit A according to plat thereof recorded in Map Book 29, page 19, of the public records of St. Johns County, Florida and the property described in Exhibit A as such property may hereafter be brought into the jurisdiction of the Association at the discretion of the Declarant and as it may be annexed to this Supplemental Declaration in accordance with the general plan of development which general plan includes the platting of presently undeveloped land.

SECTION 14. RECORDED. Recorded shall mean filed for record in the public records of St. Johns County, Florida.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Property by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

CLASS A -- Class A member shall be all Owners, with the exception of the Declarant. Each Class A member 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 one vote be cast with respect to any Lot.

CLASS B -- The Class B member shall be the Declarant and the Class B member shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of either of the following events:

(a) When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) Seven years after recording this Declaration

(c) At such time as Declarant in its sole discretion determines to terminate the Class B membership.

## ARTICLE III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

SECTION 2. PROPERTY FOR COMMON USE. The Association may acquire, hold and own real property and tangible and intangible personal property and may dispose of the same by sale or otherwise subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

The Association shall at all times pay the real property and ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

SECTION 3. BONDS. The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by Mortgagee.

SECTION 4. MAINTENANCE. The Association shall maintain the landscaped portion of each Lot including rear and front areas. Such maintenance shall include cutting of grass and shrubbery, fertilization, and repair of the sprinkler system. Provided however, neither the Association in the Declarant shall be deemed to be a guarantor of the shrubbery, grass or plants and in the event that the shrubbery, grass and plants should die, or be damaged, the Association shall determine in its sole discretion the type of replacement plants, grass or shrubbery, if any, that will be placed upon each Lot. In the event that an Owner determines to plant or install any plants, shrubs or other natural material such Owner shall obtain the approval of the Association and the Master Association and shall have sole responsibility for maintenance thereof.

SECTION 5. ENFORCEMENT. The Association shall interpret and enforce the provisions of this Supplemental Declaration and in connection therewith collect and expend the Assessments permitted herein for such purposes.

SECTION 6. IMPLIED RIGHT. The Association may exercise any of the rights and privileges given it expressly by this Supplemental Declaration, its Articles or By-Laws, by the laws governing a not-for-profit corporation, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

## ARTICLE IV

COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT. The Declarant, for each Lot owned within the

Property, hereby covenants and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, and (b) Special Assessments for the purpose of eliminating a deficit and for the purposes set forth in Section 5 hereof, such assessments to be established and collected as herein provided. The Annual and Special Assessments together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due and in the event of a voluntary conveyance the grantor and grantee shall be jointly liable therefor.

## SECTION 2. PURPOSE OF ASSESSMENTS.

(a) Annual Assessment. The Annual Assessment levied by the Association shall be used to promote the recreational, health, safety and welfare of the Owners and Occupants of the Property and for the purpose of enabling the Association (i) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association; (ii) to pay for all expenses of operating the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board of Directors; (iii) to perform the landscaping on Lots or to preserve or enhance the value of the Property or to eliminate a fire, health or safety hazard, or which in the judgment of the Board of Directors may be of general benefit to the members of the Association; and (iv) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and (v) to accumulate reasonable reserves for the foregoing purposes, including deferred maintenance and permitted capital improvements or replacements.

(b) Special Assessment. Special Assessments shall be used for the following purposes: (i) to meet shortages or emergencies, (ii) to reconstruct, replace or repair personal or real property which may be owned by the Association from time to time, (iii) for such other purposes as may be approved by the members of the Association from time to time, (iv) for the purpose set forth in Section 5. Any Special Assessments, except in the case of emergency, and except as described in Section 5, must be approved by two-thirds of each Class of members.

(c) Deposit of Assessments. It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be Six Hundred and Sixty Dollars (\$660.00) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year without a vote of the Owners by an amount equal to five percent (5%) of the previous Annual Assessment.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above the five percent (5%) increase by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, or by written consent of two-thirds of the votes of each class of membership.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

SECTION 4. UNIFORM RATE OF ASSESSMENT. Both Annual and special Assessments (for purposes other than those specified in Section 5) must be fixed at a uniform rate for all Lots and each Owner's pro rata share shall be a fraction the numerator of which "1" and the denominator of which shall be the number of Lots subject to this Declaration.

SECTION 5. SPECIAL ASSESSMENTS FOR FAILURE TO COMPLY. In the event that an Owner, or the Occupant, fails to perform the maintenance obligations required by Owners hereunder or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, his tenants or invitees damages any other Property subject to this Declaration, the Board shall give written notice to the Owner of the failure of compliance, damage or violation and Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. In the event the Owner fails to comply with the requirements of the Association, the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special Assessment. In the event of a dispute, the Owner shall be entitled to a hearing before the Board if such hearing is requested within ten (10) days of receipt of the written notice. The foregoing Special Assessments are exempt from the requirements of Section 4.

SECTION 6. DECLARANT'S ASSESSMENT. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Articles or Bylaws to the contrary, the Annual Assessment against any vacant Lot or a Lot improved by an unoccupied, unsold home which Declarant owns any interest shall commence upon conveyance of the Lot to a third party or occupancy of the Lot by a person(s) other than the Declarant. Those Lots from which Declarant derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount as in hereinabove established for Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

SECTION 7. DUE DATES AND ASSOCIATION CERTIFICATES. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Provided however, the Associations' failure to change the Assessment on an annual basis or to send notices shall not be deemed a defense for not paying such assessments and each Owner shall continue to pay the previously effective Annual Assessment on a monthly basis until notified to the contrary. Unless amended by the Board the Annual Assessment shall be payable monthly in advance on the first day of each month. Special Assessments shall be paid within thirty (30) days of sending out invoices therefor.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have



been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Annual Assessments provided for herein as such assessments relate to Lots added to this Declaration shall commence upon the conveyance of such Lots to an Owner other than the Developer.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

#### ARTICLE V

##### COVENANTS AND RESTRICTIONS

SECTION 1. EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND DRAINAGE. The Developer hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land extending the full length of and along the interior back line of each Lot, and a strip of land extending the full length of and along the interior side lines of each Lot, and such easement area shall constitute the set back line for the installation of vertical improvements.

The width of the interior rear easement shall be ten (10) feet or less as measured from the exterior back lot line to the setback line of the home constructed on the Lot as shown in the final survey prepared for the buyer at closing. No improvements shall be placed closer than ten (10) feet from the roadway. There are no specific side setback lines provided however in no event shall any improvement be closer than seven and one-half (7½) feet from one another.

Each Lot shall be subject to the above-described interior back line and interior side line easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Declarant; and (c) the installation, maintenance and use of water drainage facilities and storm sewers. To the extent that a portion of any Owner's Lot is on the exterior of the improvements and accessible directly only from an adjacent Owner's Lot, the Owner of the Lot shall have an easement for ingress and egress for maintenance and access over and across the adjacent Lot.

Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to these covenants

In the event any home is partially or totally destroyed, and then rebuilt, the Owners of the adjoining Lots agree that minor

encroachments created by reconstruction shall be permitted, and that a valid easement for such encroachments and the maintenance thereof shall exist.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements.

All such easements are and shall remain private easements and the sole and the exclusive property of the Declarant and its successors and assigns.

SECTION 2. RESIDENTIAL USE. Lots shall be used for single-family residential purposes only and businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited. No trailer, basement, garage or any outbuilding of any kind even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently.

SECTION 3. STORAGE AND REPAIRS. Storage and/or repair, outside of an enclosed garage, of wheeled vehicles of any kind including without limitation recreational vehicles, boats or boat trailers, is prohibited.

SECTION 4. OBSTRUCTIONS. No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located upon any Lot, if the location of same will, in the sole judgment and opinion of the Association, obstruct the vision of the motorist upon any of the streets.

SECTION 5. RESERVATION OF THE RIGHT TO RESUBDIVIDE OR REPLAT. The Declarant reserves the right to resubdivide or replat Lot or Lots shown on the plat(s) for any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon, or any Owner or Occupant allowed to occupy the replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the plat, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

SECTION 6. APPROVAL OF IMPROVEMENTS.

(a) All homes shall be constructed by the Declarant, or by contractors or builders approved by the Declarant. Changes in the exterior color schemes of any residence or other buildings, or fence, wall, driveway, swimming pool, jacuzzi, landscaping or other structure or improvement not installed by the Declarant or its designees shall not be made without the prior written approval of the Architectural Control Committee (the "Committee") of the Association. No addition or alteration to any structure including without limitation enlarging or screening of patios and no alteration of the exterior color of any structure shall be allowed without the Committee's approval. No awnings, shades or other extraneous fixtures or decorations may be attached to the

exterior of any structure without the Committee's approval. No exterior windows or doors, including garage doors, may be altered, added, or deleted or relocated except where approved by the Committee in accordance with designs approved by the Committee. Roof ventilators, exposed pipes, gutters, down spouts, eave flashing and other exterior vents shall be painted to match adjacent surfaces. Exterior color schemes which are inharmonious with existing color schemes or exposed or painted concrete block exteriors on the above-described structures are prohibited. No carports shall be permitted, and installation of doors on all garage openings facing the street is required. No garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage. Provided however, nothing provided herein shall prohibit the Committee from establishing a standardized design for certain improvements and Owners may thereafter install such improvements without further approval if such installation is in strict compliance with the pre-approved plans and specifications including color, location, materials and standards of construction.

(b) For the purpose of further insuring the development of the Properties as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Committee shall be vested with the exclusive power and discretion to control and approve all of the buildings, structures, landscaping and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, driveway, jacuzzi, landscaping or other structure or improvements, regardless of the size or purpose, whether placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change, including enclosed garage, or alteration thereto shall be made, except as set forth above unless and until building plans and specifications covering the same (the building plans and specifications shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot) have been submitted to and approved by the Committee in writing. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. No plans and specifications shall be approved unless suitable landscaping is provided. Each Lot shall include within its plans and specifications a plan for landscaping, including providing ground cover and erosion control on the Lots themselves and the areas between Lot lines and streets and Lot lines. All lots and improvements thereupon shall comply with all guidelines, conditions and stipulations set forth under the terms of the PSD authorized by St. Johns County. Any request for approval not approved or denied by the Committee within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary. Provided however, no improvement which violates any term of this Supplemental Declaration or the Master Declaration shall be deemed approved in this manner. In addition, all improvements to Lots which are visible from the exterior are subject to the approval of the Architectural Review Board of the Sea Place Master Association, Inc. ("Master Association") pursuant to the terms and conditions more fully set forth in the Master Declaration.

**SECTION 7. NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by Florida Power and Light, through underground primary service lines running to transformers. The Declarant has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to the dwelling and such conduit on each Lot shall become and remain the property of the Owner of the Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Lot.

**SECTION 8. NO SHEDS, SHACKS OR TRAILERS.** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. The Declarant or any contractor or sales person may maintain a trailer or portable construction trailer of attractive design suitably landscaped on any Lot used in connection with the construction or sale of houses being built on the Property or Sea Place II for so long as the Declarant or any contractor has a Lot for sale within Sea Place II. The location and landscaping of the trailer shall be subject to approval of the Declarant.

**SECTION 9. SALES SIGNS AND FACILITIES.** Nothing contained in this Declaration shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, sales facilities, model houses and other structures as the Developer may deem advisable for development and sales purposes.

**SECTION 10. AERIALS, ANTENNAS AND SATELLITE TELEVISION RECEPTION DISHES.** No radio, television aerial, antenna or satellite television reception dish nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Committee.

**SECTION 11. MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Committee. Provided however, at Owner's election, Owner may utilize a mailbox located within the mail kiosk on the Common Property of the Master Association. When the United States mail service or the newspaper or newspapers involved shall make delivery to a wall receptacle attached to the residence, each Owner shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

**SECTION 12. NO OFFENSIVE ACTIVITIES** No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Property.

**SECTION 13. REPAIR AND RESTORATION OF IMPROVEMENTS.** Except for the landscaping maintenance as provided in Section 4 of Article III each Owner shall be responsible for the maintenance of all

other improvements upon his Lot including without limitation painting, cleaning, repair, reconstructing the exterior, the roof, the driveway and all other portions of the improvements, all utility lines serving only the improvements on his Lot, all windows, screens, doors and shall maintain his Lot and the improvements thereupon in a clean and orderly condition. In the event that the Owner fails to so maintain the improvements the provisions of Section 3 of Article V shall apply.

SECTION 14. WELL LIMITATION; WATER SUPPLY; SEWAGE DISPOSAL.  
No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Association. The central water system operated by Anastasia Sanitary District will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot except water used for yard, garden or air conditioning purposes and including, but not limited to, water for all water spigots and outlets located within and without all buildings, swimming pools, jacuzzi or other exterior uses. Each Owner shall pay when due the periodic charges or rates for the furnishing of water and sewage collection made by the supplier thereof.

Anastasia Sanitary District, or its successors and assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein except as set forth hereafter. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by Anastasia Sanitary District Company, or its successors and assigns. No water from air-conditioning systems or swimming pools or nondomestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company. Anastasia Sanitary District has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for Utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

All Lots are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the Anastasia Sanitary District, or its successors or assigns.

#### ARTICLE VI

##### LAKE AND WATER RIGHTS

SECTION 1. OWNERSHIP OF LAKES. The artificial lake which may hereafter be constructed or modified adjacent to the Property ("Lake System") shall be conveyed by the Declarant, either in parts or as a whole to the Master Association as a Common Property as and when portions of the Lake System to be conveyed and the residential improvements adjacent thereto are completed. The conveyance shall take place at such time as Declarant determines or prior to termination of the Class B membership in the Master Association, whichever first occurs

If it appears that upon the completion of a portion of the Lake System and the adjacent improvements that the boundaries of the as-built Lake System and improvements are not identical to the boundaries set forth on the plat of the Property or that there are encroachments of improvements on the Lake System, the Declarant is hereby authorized without further consent to convey to the necessary party the parcel of land required to correct the boundaries or to take such other actions, including without limitation, granting of easements, as may be necessary or convenient or as may

be required by governmental approval agencies to clarify title and/or the rights set forth in this Declaration.

There is hereby created easement extending ten (10) feet from the boundary of the Lake System onto each Lot which abuts the Lake System and ten (10) feet onto the Lake System ("Lake Maintenance Easement Area"). This Lake Maintenance Easement Area shall constitute a perpetual non-exclusive easement area for the natural rise and fall of the actual water line caused by acts of God, nature, or caused by the necessity of complying with governmental rules and regulations and applicable laws. The Association is hereby granted a perpetual non-exclusive easement for ingress and egress on the portion of the Lake Maintenance Easement Area extending onto the Lots and the Owners are hereby granted a perpetual non-exclusive easement for ingress and egress over the portion of the Lake Maintenance Easement Area extending onto the Lake System. The Owners of the Lots burdened by this easement agree to take no action or make any improvements which shall cause a material change in the actual water line without prior written consent of the Committee and the Architectural Review Board of the Master Association.

**SECTION 2. MAINTENANCE OF LAKE SYSTEM, EMBANKMENTS AND LAKE BOTTOMS.** The Association shall maintain all land above the actual water line as it may exist from time to time. All such maintenance above the water line shall be conducted so that the grass, planting, or other natural support of the embankment shall be maintained in a clean and safe manner, and so as to prevent erosion. If the Association shall fail to maintain the embankment, the Master Association shall have the right, but no obligation, to enter onto the Lot and perform the maintenance at the expense of the Association. In the event the Association shall fail to perform such maintenance, the Master Association after given notice to the Association authorized to perform the maintenance at the cost and expense of the Association.

The Declarant, until the Lake System is deeded to the Master Association, and the Master Association thereafter, shall maintain the surface waters of the Lake System and the portion of the Lake System lying below the actual water line as it may exist from time to time. Such lake bottom and surface waters shall be maintained in accordance with applicable governmental regulations for water quality.

In the event that the Declarant or Master Association shall construct any bridges, docks or other improvement which may extend over or into the Lake System or construct any bulkheads or similar improvements to support or enhance the Lake System, the Master Association shall maintain any and all such improvements in good repair and condition. If an improvement is installed which serves only certain designated Lot(s) and encroaches upon the Lake System such improvements shall be maintained by the Owners of the Lots which it serves and their failure to do so, may be maintained by the Association or Master Association at the cost and expense of the Owner under the provisions of Section 5 of Article V.

The Declarant, for so long as it is a Class B member, and the Master Association shall have the sole and absolute right but no obligation, to control water level of the Lake System and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on the Lake System.

**SECTION 3. USE RESTRICTIONS AND COVENANTS.** The following covenants and restrictions shall apply to the Lake System and are intended to insure that from an aesthetic as well as quality standpoint, the Lake System will be maintained in such a manner so as to preserve and enhance the value of adjoining property and to maintain a harmonious relationship with the surrounding structures and the natural vegetation and topography.

(a) No diesel or gasoline motor driven boats are permitted to be parked or used in the Lake System, except for performance of maintenance.

(b) No dock or other structure extending into or over the Lake System without the prior consent of the Master Association.

(c) No activity shall be permitted on the Lake System which may become an annoyance or nuisance as determined by the Association or Master Association.

(d) No plants may be positioned so as to extend into or permitted to grow into the Lake System without prior consent of the Master Association.

(e) No person, except the Declarant or the Master Association, shall be entitled to pump water from the Lake System.

**SECTION 4. DRAINAGE RIGHTS.** Owners of property subject to the Master Declaration are granted a perpetual non-exclusive easement over and under the Property for the purposes of drainage into the Lake System.

In addition, pursuant to the terms and conditions of the plat, certain lots are subject to drainage easements which serve all the land which is subject to this Declaration. Owners of such Lots shall not be permitted to take any action upon their Lots or the easement portion thereof which would in any manner inhibit the free flow of drainage there through.

#### ARTICLE VII MISCELLANEOUS

**SECTION 1. ENFORCEMENT.** The Association, or any Owner and the Declarant for so long as it is a Class B member, shall have the right but no obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that any Owner or Occupant shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of these Covenants and Restrictions, if such violation occurs as a result of normal construction activity.

**SECTION 2. APPROVAL OF ASSOCIATION.** Wherever in this Declaration, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within sixty (60) days after the same has been submitted to the Association, the consent or approval of the Association the particular action sought in such written request shall be presumed, however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

**SECTION 3. DECLARANT MAY DESIGNATE A SUBSTITUTE.** The Declarant shall have the sole and exclusive right at any time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers,

privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Supplemental Declaration or under the provision of any plats affecting the Property. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.

**SECTION 4. AMENDMENTS OR VIOLATION RELEASES.** The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (b) to release any Lot from any part of this Declaration which has been violated (including, without limitation, the foregoing, violations of the building restriction lines and provisions hereof relating thereof) if the Declarant in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot.

**SECTION 5. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.** In addition to the rights of the Developer provided for in Section 4 hereof, the Association, with the consent of ninety percent (90%) or more of each class of votes entitled to be cast in accordance with this Declaration may amend or alter this Declaration, and any parts hereof in any other respect.

**SECTION 6. SEVERABILITY.** Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court orders shall in no wise affect any other provisions which shall remain in full force and effect.

**SECTION 7. AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the consent of ninety (90%) of the votes of each class of membership, or in the event of the termination of Class B membership, 90% of the members.

**SECTION 8. ANNEXATION.** Additional residential property described in Exhibit A may be annexed to the Property upon the recordation of a supplementary declaration imposing the covenants and restrictions of the Master Declaration and/or this Declaration upon the annexed property; provided, however, that the Declarant may only exercise this annexation prerogative for seven years after recording of this Declaration.

**SECTION 9. AMPLIFICATION.** The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein in an adverse manner. In the event of any conflict among this Declaration, the Articles or the By-Laws, this Declaration shall control.

**SECTION 10. RIGHTS OF MORTGAGEES.** Upon written request to the Association, identifying the name and address of the Mortgagee, such Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its Mortgage.



(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its Mortgage.

(b) Any sixty day delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which it holds the Mortgage.

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(e) Copies of the Declaration, Bylaws and Rules and Regulations in effect from time to time.

(f) Copies of the financial statements of the Association on an annual basis.

SECTION 11. MASTER COVENANTS. The property is subject to the terms and conditions of the Master Declaration which also governs the use of certain adjacent property for the purpose of assuring the uniform development of the property subject thereto and to own and maintain certain Common Properties and Common Roads which serve all owners of property subject thereto. The Master Association, Inc., is the not for profit corporation formed for the purpose of enforcing all covenants, conditions and restrictions in the Master Declaration as well as for the purpose of operating and maintaining the Common Properties and Common Roads. In connection therewith pursuant to the Master Declaration, the Master Association is granted the right to assess its costs and expenses to allowances and to collect such assessments by lien rights. The Master Declaration sets forth all the rights and obligations of the Master Association in detail.

SECTION 12. ATTORNEY'S FEES. In the event that any Owner or the Association brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to reimbursement for court costs and attorney's fees on trial and appeal.

IN WITNESS WHEREOF, this instrument has been executed and dated as of May 12, 1986.

Signed, Sealed and  
Delivered in our  
Presence:

NORTH CRESCENT BEACH, LTD.  
By: SOUTHERN CONDIMINIUM DEVELOPERS, INC.  
Its General Partner

Darlene Davis  
Sherry Hice

By Susan O. Wood  
Its President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 1986, by Susan O. Wood, the Vice President of Southern Condominium Developers Inc., the general partner of North Crescent Beach Ltd., a Florida limited partnership.

Darlene Davis  
Notary Public, State of Florida  
My Commission Expires:

## LEGAL DESCRIPTION OF LAND

## PARCEL 1

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300.00 feet North of, as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15 with the Easterly right of way line of State Road No. A-1-A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly and having a radius of 11509.20 feet through a central angle of 00 degrees 39 minutes 50 seconds, an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14 degrees 58 minutes 00 seconds West, continuing along the Easterly right of way line of said State Road No. A-1-A, 1186.64 feet to the POINT OF BEGINNING; thence continue North 14 degrees 58 minutes 00 seconds West, along the Easterly right of way line of said State Road No. A-1-A, 670.77 feet to an intersection with a line 405.69 feet Southerly of, as measured at right angles to and parallel with the Northerly line of said Section 15; thence North 89 degrees 10 minutes 30 seconds East, along last said line, 1040.09 feet; thence South 12 degrees 11 minutes 45 seconds West, 170.25 feet to the point of curvature of a curve to the left; thence along and around the arc of said curve concave Easterly and having a radius of 137.18 feet, an arc distance of 98.48 feet, said arc being subtended by a chord bearing and distance of South 08 degrees 22 minutes 15 seconds East, 96.38 feet to the point of tangency of said curve; thence South 28 degrees 56 minutes 14 seconds East, 59.84 feet; thence South 16 degrees 02 minutes 03 seconds West, 25.04 feet to its intersection with the arc of a curve leading Southerly; thence Southerly along and around the arc of said curve concave Westerly and having a radius of 178.84 feet, an arc distance of 56.36 feet, said arc being subtended by a chord bearing and distance of South 05 degrees 47 minutes 38 seconds West, 56.12 feet to the point of tangency of said curve; thence South 14 degrees 49 minutes 17 seconds West, 10.70 feet to the point of curvature of a curve to the left; thence along and around the arc of said curve concave Easterly and having a radius of 231.32 feet, an arc distance of 110.89 feet, said arc being subtended by a chord bearing and distance of South 01 degree 05 minutes 19 seconds West, 109.83 feet to the point of tangency of said curve; thence South 17 degrees 38 minutes 40 seconds East, 143.58 feet; thence South 89 degrees 26 minutes 20 seconds West, 887.83 feet to the POINT OF BEGINNING. LESS AND EXCEPT SEA PLACE UNIT "A", according to map or plat thereof, recorded in Map Book 19, page 29, of the public records of St. Johns County, Florida.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS OF LAND -- Parcel B-Recreation Lands and Parcel C-Access Parcel more fully described as follows:

PARCEL "B" (RECREATION LANDS)

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida being more particularly described as follows: COMMENCE at the intersection of a line lying 300.0 feet North of as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15, with the Easterly right of way line of State Road No. A-1-A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly and having a radius of 11509.20 feet through a central angle of 00°39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14°58'00" West, 1857.41 feet to an intersection with a line 405.69 feet Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15; thence North 89°10'30" East, along last said line, 906.36 feet; thence South 00°49'30" East, 46.91 feet to the POINT OF BEGINNING; thence North 89°10'30" East, 20.00 feet; thence South 00°49'30" East, 38.00 feet; thence North 89°10'30" East, 41.33 feet; thence South 00°49'30" East, 41.33 feet; thence South 89°10'30" West, 41.33 feet; thence South 00°49'30" East, 40.67 feet; thence South 89°10'30" West, 110.00 feet; thence North 00°49'30" West, 120.00 feet; thence North 89°10'30" East, 90.00 feet to the POINT OF BEGINNING.

Containing 14908 square feet or 0.342 acres, more or less.

PARCEL "C" (ACCESS PARCEL)

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300.0 feet North of as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15, with the Easterly right of way line of State Road No. A-1-A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly and having a radius of 11509.20 feet, through a central angle of  $00^{\circ}39'50''$  and an arc distance of 133.36 feet to the point of tangency of said curve; thence North  $14^{\circ}58'00''$  West, 1316.64 feet to the POINT OF BEGINNING; thence continue North  $14^{\circ}58'00''$  West, along said Easterly right of way line of State Road No. A-1-A, 36.00 feet; thence North  $75^{\circ}01'19''$  East, 28.01 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 91.45 feet, an arc distance of 27.42 feet, said arc being subtended by a chord bearing and distance of North  $66^{\circ}26'32''$  East, 27.32 feet to the point of tangency of said curve; thence North  $57^{\circ}51'04''$  East, 18.37 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 66.33 feet, an arc distance of 41.88 feet, said arc being subtended by a chord bearing and distance of North  $39^{\circ}45'44''$  East, 41.19 feet to the point of reverse curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 207.07 feet, an arc distance of 43.84 feet, said arc being subtended by a chord bearing and distance of North  $27^{\circ}44'21''$  East, 43.76 feet to the point of tangency of said curve; thence North  $33^{\circ}48'18''$  East, 26.30 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 467.96 feet, an arc distance of 226.52 feet, said arc being subtended by a chord bearing and distance of North  $47^{\circ}40'21''$  East, 224.32 feet to the point of reverse curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 152.34 feet, an arc distance of 122.68 feet, said arc being subtended by a chord bearing and distance of North  $38^{\circ}28'08''$  East, 119.40 feet to the point of tangency of said curve; thence North  $15^{\circ}23'52''$  East, 38.96 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 105.36 feet, an arc distance of 155.63 feet, said arc being subtended by a chord bearing and distance of North  $57^{\circ}42'47''$  East, 141.86 feet to the point of tangency of said curve; thence South  $79^{\circ}58'18''$  East, 9.75 feet to the point of curvature of a curve to the left; thence Easterly along and around the arc of a curve concave Northerly and having a radius of 400.33 feet, an arc distance of 162.77 feet, said arc being subtended by a chord bearing and distance of North  $33^{\circ}32'49''$  East, 161.65 feet to the point of tangency of said curve; thence North  $76^{\circ}43'56''$  East, 16.79 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 414.04 feet, an arc distance of 89.92 feet, said arc being subtended by a chord bearing and distance of North  $82^{\circ}57'13''$  East, 89.74 feet to the point of tangency of said curve; thence North  $89^{\circ}10'30''$  East, 132.59 feet; thence South  $12^{\circ}11'45''$  West, 165.21 feet to the point of curvature of a curve to the left; thence Southerly along and around the arc of a curve concave Easterly and having a radius of 137.13 feet, an arc distance of 98.48 feet, said arc being subtended by a chord bearing and distance of South  $08^{\circ}22'15''$  East, 96.38 feet; thence South  $28^{\circ}56'14''$  East, 59.34 feet; thence North  $39^{\circ}26'20''$  East, 313.63 feet; thence South  $00^{\circ}13'40''$

PARCEL "C" (ACCESS PARCEL-CONT.)

East, 24.00 feet; thence South 89°26'20" West, 332.95 feet; thence North 28°56'14" West, 74.16 feet to the point of curvature of a curve to the right; thence Northerly along and around the arc of a curve concave Easterly and having a radius of 161.18 feet, an arc distance of 115.71 feet, said arc being subtended by a chord bearing and distance of North 08°22'15" West, 113.24 feet to the point of tangency of said curve; thence North 12°11'45" East, 32.62 feet, to the point of curvature of a curve to the left; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 81.43 feet, an arc distance of 146.41 feet, said arc being subtended by a chord bearing and distance of North 39°18'52" West, 127.47 feet to the point of compound curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 390.04 feet, an arc distance of 84.70 feet, said arc being subtended by a chord bearing and distance of South 82°57'13" West, 84.54 feet to the point of tangency of said curve; thence South 76°43'56" West, 16.79 feet to the point of curvature of a curve to the right; thence Westerly along and around the arc of a curve concave Northerly and having a radius of 424.33 feet, an arc distance of 172.53 feet, said arc being subtended by a chord bearing and distance of South 88°22'49" West, 171.34 feet to the point of tangency of said curve; thence North 79°59'18" West, 9.75 feet to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 81.36 feet, an arc distance of 120.18 feet, said arc being subtended by a chord bearing and distance of South 57°42'47" West, 109.54 feet to the point of tangency of said curve; thence South 13°23'52" West, 38.96 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 176.34 feet, an arc distance of 142.01 feet, said arc being subtended by a chord bearing and distance of South 38°28'08" West, 138.21 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 443.96 feet, an arc distance of 214.91 feet, said arc being subtended by a chord bearing and distance of South 47°40'21" West, 212.81 feet to the point of tangency of said curve; thence South 33°48'18" West, 26.30 feet to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 183.07 feet, an arc distance of 38.76 feet, said arc being subtended by a chord bearing and distance of South 27°44'21" West, 38.69 feet to the point of tangency of said curve; thence South 21°40'24" West, 18.37 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 96.33 feet, an arc distance of 60.82 feet, said arc being subtended by a chord bearing and distance of South 39°45'44" West, 59.32 feet to the point of compound curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 127.45 feet, an arc distance of 38.22 feet, said arc being subtended by a chord bearing and distance of South 56°26'32" West, 38.08 feet to the point of tangency of said curve; thence South 75°01'19" West, 28.01 feet to the POINT OF BEGINNING.

CONSENT AND JOINDER OF MORTGAGES

The undersigned is the holder of the following security interests.

- (1) Mortgage recorded in Official Records Book 613, page 443.
- (2) Mortgage recorded in Official Records Book 653, page 1089.
- (3) Mortgage recorded in Official Records Volume 690, page 1084.
- (4) Financing Statement recorded in Official Records Book 653, page 115.

All of the foregoing recorded in the public records of St. Johns County, Florida and jointly referred therein as "Security Interest". The undersigned hereby consents to and joins in this Supplemental Declaration of Covenants, Conditions and Restrictions dated May 12 1986 and subordinates the lien of its Security documents to the rights of the owners set forth therein.

IN WITNESS WHEREOF the undersigned sets its hand and seal on the 15<sup>th</sup> of May, 1986.

FLORIDA NATIONAL BANK

By: [Signature]  
its [Signature] President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15<sup>th</sup> May, 1986, by [Signature] the Vice President of FLORIDA NATIONAL BANK, a national banking association, on behalf of the bank.

[Signature]  
Notary Public, State of Florida

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires June 30, 1990

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHN'S COUNTY, FLA.

1986 JUN -2 PM 3:48

[Signature]  
CLERK OF CIRCUIT COURT

PREPARED BY AND RETURN TO:  
LINDA CUNNOR KANE, Attorney  
GALLAGHER, BARNER, MIAPLS,  
BRADFORD, CANNON & WALTERS, P.A.  
2000 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA 32202



AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
SEA PLACE II

89 1773

This Amendment is made this 13<sup>th</sup> day of January, 1989 by  
NORTH CRESCENT BEACH, LTD, ("Declaration").

RECITALS

A. Declarant was the Declarant under that certain Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 706, page 150 of the public records of St. Johns County, Florida ("Supplemental Declaration").

B. Pursuant to Section 4(a) of Article VII of the Supplemental Declaration, the Declarant is authorized to amend the Supplemental Declaration for the purpose of curing any ambiguity in the provisions contained therein.

C. The Declarant desires to amend Section 8 of Article VII to affirm that the Supplemental Declaration affects only those land specifically described in it or in further Supplemental Declarations.

NOW THEREFORE, in consideration of the premises, the Declarant hereby amends Section 8 of Article VII to read in its entirety as follows:

Section 8. Annexation. Additional residential property described in Exhibit A may be next to the Property on the recordation of a Supplemental Declaration imposing the Covenants and Restriction of the Master Declaration and/or this Declaration upon the Additional Property Provided however, that the Declarant may only exercise this Annexation prerogative for seven (7) years after the recording of the Declaration. Notwithstanding anything contained in the Supplemental Declaration to the contrary, neither the Supplemental Declaration nor any term or provision thereof shall constitute a defect, encumbrance, lien or cloud upon any portion of the land described in Exhibit A or any adjacent property other than the Property as defined in the Supplemental Declaration until such time as such additional property is made the subject of the supplemental declaration by recording such supplemental declaration in the public records of St. Johns County, Florida.

Except as modified herein all terms and conditions of the Declaration and Supplemental Declaration remain in full force and effect.

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

Signed, sealed and delivered in the presence of:

*Linda D. Shirley*  
*Martha Johnson*

NORTH CRESCENT BEACH, LTD.  
By: Southern Condominium  
Developers, Inc. Its  
general partner

By: *Vogel M. O'Neil*  
Its President



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 1989 by Roger M. O'Steen, the President of Southern Condominium Developers, Inc., a Florida corporation, authorized to do business in the State of Florida, general partner of North Crescent Beach, Ltd., a Florida limited partnership, on behalf of the limited partnership.

*[Signature]*  
Notary Public, State of  
Florida at Large  
My commission expires 12/22/92  
(SEAL)  
NOTARY PUBLIC STATE OF  
FLORIDA  
DUVAL COUNTY

RECORDED IN  
BOOK 89-1000 PAGE 10  
89 JAN 23 AM 9:48  
*[Signature]*  
CLERK OF CIRCUIT COURT

LCFNCBSDEC

# Partial Release of Mortgage

KNOW ALL MEN BY THESE PRESENTS: That Sun Bank/North Florida, National Association

a corporation organized and existing under the laws of the State of Florida, and having its principal place of business at 200 West Forsyth Street, Jacksonville, Florida 32202

the owner and holder of a certain mortgage deed executed by Collier Classic Homes, Inc.

to SUN BANK/NORTH FLORIDA, NATIONAL ASSOCIATION

dated the 27th day of December 19 91, recorded in Official Records Volume 880\* Page 0554, of the public records of St. Johns County, Florida, securing the payment of that certain promissory note in the principal sum of FOUR HUNDRED FORTY TWO THOUSAND AND NO/100 (\$442,000.00) Dollars, upon certain real estate situate in St. Johns County, Florida, in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, receipt of which is hereby acknowledged, does hereby forever release, exonerate and discharge from the lien, operation, force and effect of the said mortgage the following described property situate in St. Johns County, Florida, to-wit:

Lot 15, MARSH LANDING AT SAWGRASS, UNIT EIGHT, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 17, PAGES 84, 85, 86 AND 87 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

\*as modified by NOTE AND MORTGAGE MODIFICATION AGREEMENT AND NOTICE OF FUTURE ADVANCE AND SPREADING AGREEMENT dated October 31, 1991 recorded in O. R. Book 916, page 0462 of the public records of St. Johns County, Florida, further modified by NOTE AND MORTGAGE MODIFICATION AGREEMENT AND NOTICE OF FUTURE ADVANCE AND SPREADING AGREEMENT dated March 19, 1992 recorded in O.R. Book 932, page 892 of the public records of St. Johns County, Florida.

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any other property than that in this partial release specifically described, from any lien, operation or force and effect of said mortgage, nor from any rights, remedies or privileges of the owner thereof.

IN WITNESS WHEREOF the above named holder and owner of the described mortgage has caused these presents to be executed in its name by its proper officers and its corporate seal to be affixed this 9th day of June 1992

(Corporate Seal)

SUN BANK/NORTH FLORIDA, NATIONAL ASSOCIATION

ATTEST:

*David L. Brinkmeyer*  
David L. Brinkmeyer, Vice President

By *Robert W. Alexander*  
Robert W. Alexander, Vice President  
200 West Forsyth Street  
Jacksonville, Fl. 32202

Signed and Sealed in Our Presence as Witnesses:

*Frances D. Riggs*  
Frances D. Riggs  
*Trina W. Sentell*  
Trina W. Sentell  
STATE OF FLORIDA )  
COUNTY OF DUVAL )

Before me personally appeared Robert W. Alexander and David L. Brinkmeyer respectively the Vice Presidents

of Sun Bank/North Florida, National Association

a corporation under the laws of the State of Florida, to me well known to be the individuals and officers described in and who executed the foregoing instrument and who severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and that the said partial release is the act and deed of said corporation. Both officers are personally known to me and did not take an oath.

WITNESS my hand and official seal this 9th day of June, 1992, at Jacksonville, County and State aforesaid.

*Frances D. Riggs*  
Notary Public in and for the County and State Aforesaid.  
My Commission expires:  
Frances D. Riggs



OFFICIAL SEAL  
FRANCES D. RIGGS  
My Commission Expires  
March 23, 1994  
Comm. No. CC 751635

Prepared by and return to:  
Darlene Riggs  
Sun Bank/North Florida, N.A.  
General Mail Center  
Jacksonville, FL 32231

Rec 571



6/2/92

**SUPPLEMENTAL DECLARATION  
OF  
SEA PLACE**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTAL DECLARATION is made this 11th day of June, 1992 by **NORTH CRESCENT BEACH, LTD.**, a Florida limited partnership ("Declarant").

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

A. Declarant subjected certain land owned by it to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 of the public records of St. Johns County, Florida, as supplemented in Supplemental Sea Place Declarations of Covenants, Conditions and Restrictions recorded in Official Records Book 690, page 1081 and re-recorded in Official Records Book 699, page 1515 and in Official Records Book 706, page 150, all recorded in the public records of St. Johns County, Florida (collectively referred to herein as "Declaration").

B. Pursuant to the provisions of Section 2, Article II of the Declaration, the Declarant is authorized to annex to the Existing Property certain additional property as more fully described on Exhibit "B" of the Declaration.

C. Pursuant to the provisions of Section 4, Article II of the Declaration, any supplemental declaration which subjects and annexes such additional property may include additions or modifications of the provisions of the Declaration.

D. Declarant desires to subject the land more fully described in Exhibit "A" attached hereto and made a part hereof ("Phase II Land") to the Declaration and to supplement and modify the Declaration by adding certain additional covenants, conditions and restrictions which apply to and affect the Phase II Land as more fully set forth herein.

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

1. Additional Property; Definitions. The Phase II Land constitutes a part of the additional property more fully set forth in Exhibit "B" of the Declaration. All capitalized terms set forth herein shall have the same meaning and definition as set forth in the Declaration.

*W.K.R.*  
PREPARED BY: HOLLAND & KNIGHT  
RETURN TO: LINDA CONNOR KANE  
HOLLAND & KNIGHT  
ATTORNEY AT LAW  
2000 INDEPENDENT SQUARE  
JACKSONVILLE, FLORIDA #32202

*Rec 33.00  
Sub - 4.50*

*W. Copy - 800*

2. Annexation of Phase II Land.

(a) The Phase II Land is hereby subjected to the terms and conditions of the Declaration and the Phase II Land shall be held, sold, occupied and transferred subject to the easements, restrictions, covenants and conditions set forth in the Declaration as supplemented, modified and amended herein; which covenants, restrictions and easements are for the purpose of protecting the value and desirability of the Phase II Land and which shall run with title to the Phase II Land and shall be binding upon all parties having any right, title or interest in the Phase II Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Declarant. The Phase II Land shall be deemed to be "Property" and shall be treated in all ways the same as the land previously subject to the Declaration.

(b) The Declarant hereby reserves the right to further supplement or amend this Supplemental Declaration to contain terms, conditions and provisions applicable to any specific parcel of the Phase II Land, which terms, conditions or provisions are necessary or desirable in the judgment of the Declarant to reflect the different character, if any, of the Residential Dwelling Units on such parcels. Further, the Declarant reserves the right, as the Phase II Land is developed and offered for sale, to subject parcels of the Phase II Land to specific covenants and restrictions, either as part of a declaration of condominium or by a separate instrument which apply only to each parcel as defined and described in each such set of separate covenants and restrictions.

(c) The Declarant reserves the right to withdraw certain parcels of the Phase II Land and to terminate the Declaration with respect to such parcels of the Phase II Land, if, in the sole judgment of the Declarant, it is necessary or convenient to develop such parcel, free and clear of the terms and conditions of the Declaration. Declarant may withdraw or terminate the Declaration by recording a notice of such withdrawal or termination executed by Declarant, without the consent of any Owner or Mortgagee, in the public records of St. Johns County, Florida.

3. Membership and Voting Rights.

(a) At the time of recording of this Supplemental Declaration, the Phase II Land has not been developed or subdivided and there are no Residential Dwelling Units located thereon and accordingly, there can be no determination of the number of Members.

(b) Further, Declarant acknowledges that its Class B Membership and its appurtenant voting rights have been terminated as provided in Section 2(b)(4) of Article III of the Declaration.

(c) Accordingly, upon the recording of a plat subdividing a portion of the Phase II Land or recording of a declaration of condominium creating a condominium on a portion of the Phase II Land, the Owners of such Residential Dwelling Units (including, without limitation, the Declarant) shall be Class A Members of the Association and shall have one vote for each Residential Dwelling Unit owned by such Owner.

4. Common Property.

(a) The Declarant has conveyed certain parcels of land to the Association which are designated as Common Property.

(b) All Common Property, including, without limitation, Common Roads, owned by the Association from time to time shall serve all Owners of the Property subject to the Declaration, subject to any rules and regulations of the Association, any easements reserved by the Declarant, and any prior use rights or restrictions granted or imposed on the Common Property or Common Roads.

(c) From time to time, as Declarant develops the Phase II Land, it may construct roadways, drainage facilities, open areas and other areas which are for the common use and enjoyment of all owners in the Sea Place Community. Declarant reserves the right from the date hereof until the completion of the development and marketing and sale of the Phase II Land to convey such parcels of the Phase II Land to the Association, in the same manner and subject to the same terms and conditions as set forth in Article IV of the Declaration and upon such conveyance such parcel of land shall constitute Common Property or Common Roads and all terms and conditions of the Declaration shall govern their use.

5. Assessments. At the time of recording this Supplemental Declaration, the Phase II Land has not been developed or subdivided nor are there any Residential Dwelling Units located thereon. Accordingly, upon the conveyance of a Residential Dwelling Unit to a third party purchaser, such purchaser of the Residential Dwelling Unit shall commence to pay the assessments as set forth in Article V of the Declaration.

6. Development of Phase II Land. Declarant intends to develop and improve the Phase II Land with Residential Dwelling Units. Without limiting any other provisions of the Declaration, during the period of development, construction and marketing of the Residential Dwelling Units on the Phase II Land the Declarant reserves the right to utilize Residential Dwelling Units as sales offices or model homes, to convert garages to sales offices, to install signage, to utilize a Lot for additional parking and to otherwise utilize the Property as may be necessary or convenient to promote or enhance its sales and marketing of the Phase II Land.

7. Effect of this Supplemental Declaration. Except as supplemented herein, all terms and conditions of the Declaration remain in full force and effect.

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

Signed, sealed and delivered in the presence of:

NORTH CRESCENT BEACH, LTD.

[Signature]  
Print name: \_\_\_\_\_

By Southern Condominium Developers, Inc., its general partner

[Signature]  
Print name: LAUREN OWENS

By: [Signature]  
Print name: \_\_\_\_\_  
Its \_\_\_\_\_ President  
(Corporate Seal)

whose address is:  
9250 Baymeadows Road  
Suite 200  
Jacksonville, FL 32256

STATE OF FLORIDA

COUNTY OF DUVAL

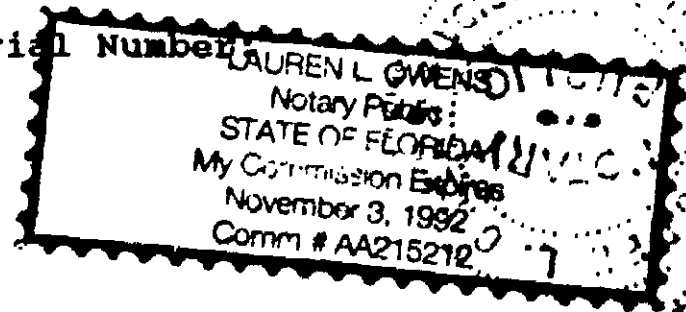
The foregoing instrument was acknowledged before me this 16th day of JUNE, 1992, by ROGER M. CROFT, the President of Southern Condominium Developers, Inc., a Florida corporation, sole general partner of North Crescent Beach, Ltd., a Florida limited partnership, on behalf of the limited partnership. He/she is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification and did NOT take an oath.

[Signature]  
Notary Public, State of Florida

LAUREN L. OWENS  
(Print or type name)

My Commission Expires:

Serial Number



JAX-26109

EXHIBIT A  
PHASE II LAND

O.R. 945 PG 0869

PARCEL 1

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. John's Country, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the south line of Government lot 4, said section 15, with the easterly right of way line of state road A1A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of 00 39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14° 58'00" West continuing along the Easterly right of way line of said State Road A1A, a distance of 1397.65 feet to the POINT OF BEGINNING; thence continuing North 14° 58'00" West along said Easterly right of way line, a distance of 459.76 feet to an intersection with a line 405.69 Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15; thence North 89° 10'30" East along last said line, 380.00 feet to an intersection with the Westerly boundary of Sea Place Unit "B", as recorded in Map Book 21, Pages 9 and 10 of the Public Records of St. Johns County, Florida; thence along last said line run the following two (2) courses and distances: COURSE NO 1: South 13° 44'04" West, 137.86 feet; COURSE NO 2: South 06° 24'18" East, 115.00 feet to an intersection with the Northerly right of way line of Sea Fair Drive (a 50 foot private easement as per the plat of Sea Place Unit "A", as recorded in Map Book 19, pages 29 and 30); thence Southeasterly along last said line run the following six (6) courses and distances; COURSE NO 1: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 480.96 feet, an arc distance of 162.75 feet, said arc being subtended by a chord bearing and distance of South 43° 29'58" West, 161.98 feet to the point of tangency of said curve; COURSE NO 2: South 33° 48'18" West, 26.30 feet to the point of curvature of a curve leading Southwesterly. COURSE NO 3: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 220.07 feet, an arc distance of 46.60 feet, said arc being subtended by a chord bearing and distance of South 27° 44'21" West, 46.51 feet to the point of reverse curvature of a curve leading Southwesterly; COURSE NO 4: thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 59.65 feet, an arc distance of 55.55 feet, said arc being subtended by a chord bearing and distance of South 48° 21'12" West, 53.57 feet to the point of tangency of said curve; COURSE NO 5: South 75° 02'00" West, 19.90 feet to a point of curvature of a curve leading Northwesterly; COURSE NO 6: thence Northwesterly along and around the arc of a curve concave Northeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North 59° 58'00" West, 39.60 feet to the POINT OF BEGINNING.

Page 1 of 4

## PARCEL 2

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15, with the Easterly right of way line of State Road A1A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of 00 39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14 58'00" West along the Easterly right of way line of said State Road A1A, a distance of 1186.64 feet to the POINT OF BEGINNING; thence continuing North 14 58'00" West along said Easterly right of way line, a distance of 85.01 feet to an intersection with the southerly right of way line of Sea Fair Drive (a 50 foot private easement as per the plat of Sea Place Unit "A", as recorded in Map Book 10, pages 29 and 30); thence along last said line run the following six (6) courses and distances; COURSE NO 1; thence along and around the arc of a curve concave Southeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North 30 02'00" East, 39.60 feet to the point of reverse curvature of a curve leading Northeasterly; COURSE NO 2; thence Northeasterly along and around the arc of a curve concave Northeasterly, having a radius of 119.65 feet, an arc distance of 111.43 feet, said arc being subtended by a chord bearing and distance of North 48 21'12" East, 107.45 feet to the point of tangency of said curve; COURSE NO 3: North 21 40'24" East, 19.90 feet to the point of curvature of said curve leading Northeasterly; COURSE NO 4: thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 170.07 feet, an arc distance of 36.01 feet, said arc being subtended by a chord bearing distance of North 27 44'21" east, 35.94 feet to the point of tangency; COURSE NO 5: North 33 48'18" East, 26.30 feet to the point of curvature of a curve leading Northeasterly; COURSE NO 6: thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 430.96 feet, an arc distance of 45.56 feet, said arc being subtended by a chord bearing and distance of North 36 50'01" East, 45.54 feet to an intersection with the Westerly line of Lot 1, said Sea Place Unit "A", as recorded in Map Book 19, Pages 29 and 30 of the Public Records of St. Johns County, Florida, thence along the Westerly and Southerly boundaries of said Sea Place Unit "A" run the following eight (8) courses and distances: COURSE NO 1: South 44 09'41" East, 101.87 feet; COURSE NO 2: North 45 50'19" East, 105.00 feet; COURSE NO 3: North 60 57'24" East, 72.51 feet; COURSE NO 4: North 44 34'03" East, 105.03 feet; COURSE NO. 5: North 05 48'30" West, 24.17 feet; COURSE NO. 6: North 45 50'19" East 88.26 feet; COURSE NO. 7: North 88 22'49" East, 131.00 feet; COURSE NO. 8: North 01 37'11" West, 105.38 feet to an intersection with the Southerly right-of-way line of aforementioned Sea Fair Drive; thence along last said line on an arc of a curve leading Easterly, said curve being

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concave Northwesterly, having a radius of 437.33 feet, an arc distance of 20.23 feet, said arc being subtended by a chord bearing and distance of North 78 03'27" East, 20.23 feet to the point of reverse curvature of a curve continuing Easterly; thence Easterly along and around the arc of a curve concave Southeasterly, having a radius of 186.76 feet, an arc distance of 7.78 feet, said arc being subtended by a chord bearing and distance of North 77 55'35" East, 7.78 feet to a point on the Westerly line of Parcel "B" (Recreation Lands), as described and recorded in Official Records Book 676, Page 1411 et seq of the Public Records of St. Johns County, Florida; thence along the Westerly, Southerly and Easterly line of said lands described in Official Records Book 676, Pages 1411 et seq of said Public Records run the following seven (7) courses and distance: COURSE NO. 1: South 00 49'30" East, 114.04 feet; COURSE NO. 2: North 89 10'30" East 110.00 feet; COURSE NO. 3: North 00 49'30" West, 40.67 feet; COURSE NO. 4: North 89 10'30" East, 41.33 feet; COURSE NO. 5: North 00 49'30" West 41.33 feet; COURSE NO. 6: South 89 10'30" West 41.33 feet; COURSE NO. 7: North 38.41 feet to an intersection with said Southerly right-of-way line of Sea Fair Drive and intersection with the arc of the curve leading Southwesterly thence along last said line run the following (3) courses and distances: COURSE NO. 1: Thence Southeasterly along and around the arc of a curve concave Westerly and having a radius of 61.83 feet, and arc distance of 97.49 feet, said arc being subtended by a chord bearing and distance of South 32 53'32" East, 87.70 feet, subtended by a chord bearing in distance of South 32 58'32" East, 87.70 feet East. COURSE NO. 2: South 12 11'45" West, 32.62 feet to the point of the curvature of a curve leading Southerly; COURSE NO. 3: Thence Southerly along and around the arc of the curve concave Southeasterly, having a radius of 174.18 feet, an arc distance of 19.67 feet, said arc being subtended by a chord bearing and distance of South 8 57'37" West. 19.66 feet to an intersection with the Northerly line of lot 21 of aforementioned Sea Place Unit "B"; thence along the Northerly, Westerly and Southerly lines of said Sea Place Unit "B" run the following five (5) courses and distances: COURSE NO. 1: South 89 10'30" West, 110.98 feet; COURSE NO. 2: South 26 34'54" West, 27.00 feet to the point of curvature of a curve concave Southerly; COURSE NO. 3: Thence Southerly along an around the arc of the curve concave Southwesterly, having a radius of 21.21 feet, an arc distance of 28.66 feet said arc being subtended by a chord bearing in distance of South 50 03'04" East, 26.53 feet; COURSE NO. 4: South 11 20'12" East 115.65 feet; COURSE NO. 5: North 89 10'30" East, 144.71 feet to an intersection with those lands described in Official Record Book 699 page 1518 et seq of said Public Records; thence along the last said line run the following two (2) courses and distances. COURSE NO. 1: South 28 56'14" East, 7.06 feet; COURSE NO. 2: North 89 26'20" East, 332.85 feet to an intersection with the Southerly line of the lands known as Sea Place I, a Condominium, recorded in Official Records Book 676, Pages 1411 et seq of said Public Records: thence along last said line and then the Easterly line of said lands, run the following five (5) courses and distances: COURSE NO. 1: South 00 33'40" East, 28.00 feet; COURSE NO. 2: North 89 26'20" East, 64.00 feet; COURSE NO. 3: North

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56 50'20" East, 20.18 feet; COURSE NO. 4: North 89 26'20" East, 53.83 feet; COURSE NO. 5: North 07 55'54" West, 960.19 feet to an intersection with said line being 405.69 feet Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15, thence North 89 10'30" East along last said line, a distance of 464 feet, more or less, to the Mean High Water Line of the Atlantic Ocean; thence in a general Southerly direction along last said line, a distance of 670 feet, more or less, to a point which bears North 89 26'20" East 1875 feet, more or less, from the POINT OF BEGINNING; thence South 89 26'20" West, 1875 feet, more or less, to the POINT OF BEGINNING.

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**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**SEA PLACE OCEANHOMES**

**THIS DECLARATION is made on the day hereafter set forth by NORTH CRESCENT BEACH, LTD., a Florida limited partnership ("Declarant").**

**RECITALS**

A. The Declarant is the owner of a parcel of land situated in St. Johns County, Florida which parcel of land is more fully described as Lots 1 through 10, Tract A (Oceanhomes Court), Sea Place Oceanhomes according to plat thereof recorded in Map Book 26, pages 66 - 69 of the public records of St. Johns County, Florida ("Oceanhomes Property").

B. The Oceanhomes Property is part of a planned special development which consists or may consist of condominium units, patio homes, zero lot line dwellings and other single family dwellings and recreational facilities all of which are governed, restricted and subject to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 as supplemented in Supplemental Sea Place Declarations of Covenants Conditions and Restrictions recorded in Official Records Book 690, page 1081 and recorded in Official Records Book 699, page 1515, in Official Records Book 706, page 150, and in Official Records Book 945, page 865 of the public records of St. Johns County, Florida ("Master Declaration"), all of the land subject to the Master Declaration is hereinafter referred to as "Sea Place Community."

C. Pursuant to the terms of the Master Declaration, the Declarant subjected the Oceanhomes Property to the terms and conditions of the Master Declaration. Declarant further has the right to subject any portions of the Sea Place Community which it owns to additional covenants and restrictions which apply only to a specified portion of the additional land.

D. Declarant desires to construct single family attached dwellings on the Oceanhomes Property and to subject the Oceanhomes Property to additional covenants, conditions, easements and restrictions which affect only the Oceanhomes Property.

E. Declarant desires to create a not-for-profit corporation, Sea Place Oceanhomes Owners Association, Inc. ("Association") to operate and maintain the Oceanhomes Property in accordance with the terms and conditions of the Master Declaration as well as this Supplemental Declaration.

NOW, THEREFORE, the Declarant hereby confirms that the Oceanhomes Property is subject to the terms, conditions, covenants, and restrictions of the Master Declaration which are incorporated herein the same as if such terms and conditions were set forth in full. Further, the Oceanhomes Property is hereby subjected to the terms and conditions set forth in this Supplemental Declaration and the Oceanhomes Property shall be held, sold, conveyed and transferred subject to the easements, restrictions, covenants, and conditions of the Master Declaration, as well as this Supplemental Declaration, all of which are for the purpose of protecting the value and desirability of the Oceanhomes Property and which shall run with the title to the Oceanhomes Property and shall be binding upon all parties having any right, title or interest in the Oceanhomes Property or any part thereof and their respective heirs, successors, assigns and mortgagees and which shall inure to the benefit and be binding upon the Association and each Owner as all terms are hereinafter defined.

**ARTICLE I**

**DEFINITIONS**

1. **ARTICLES.** Articles shall mean and refer to the Articles of Incorporation of the Association.

PRESENTED BY:  
LINDA CONNOR KANE  
HOLLAND & KNIGHT  
2000 INDEPENDENT SQUARE  
ORLANDO, FLORIDA 32202

RETURN TO:  
LINDA CONNOR KANE  
HOLLAND & KNIGHT  
2000 INDEPENDENT SQUARE  
ORLANDO, FLORIDA 32202

FINISH

2. ASSESSMENT. Assessment shall mean a share of Association expenses required for the payment of all the cost and expense of operation of the Association which from time to time are assessed against the Lots and the Owners. Unless set forth to the contrary, the terms Assessment shall mean and refer to both Annual and Special Assessments.

3. ASSOCIATION. Association shall mean and refer to Sea Place Oceanhomes Owners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

4. BOARD OF DIRECTORS. Board of Directors shall mean and refer to the Association's Board of Directors.

5. COMMON PROPERTY. Common Property shall mean and refer to all real or tangible or intangible personal property owned by the Association for the common use and enjoyment of all Owners, including without limitation, the parking area.

6. DECLARANT. Declarant shall mean and refer to North Crescent Beach, Ltd., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

7. DECLARATION OR SUPPLEMENTAL DECLARATION. Declaration or Supplemental Declaration shall mean and refer to this Supplemental Declaration of Covenants, Conditions and Restrictions.

8. DWELLING. Dwelling shall mean and refer to the single-family attached dwelling constructed on each Lot.

9. LOT. Lot shall mean and refer to any numbered lot shown upon any recorded plat of the Oceanhomes Property and any other Lot made subject to this Declaration by the Declarant. Unless set forth to the contrary, references to "Lot" shall include any improvements constructed thereon from time to time.

10. MORTGAGE. Mortgage shall mean and refer to any mortgage or other instrument encumbering any interest in any Lot or any portion thereof, as security for performance of an obligation.

11. MORTGAGEE. Mortgagee shall mean and refer to the owner of a first Mortgage, including, without limitation, bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration or Federal Housing Administration and other similar insurers and guarantors of mortgages, mortgage bankers or other lenders generally recognized as an institutional type lender or the Declarant holding a mortgage on a Lot.

12. OCEANHOMES PROPERTY. Properties shall mean and refer to the land more fully described in Recital A and any additional property as may hereafter be brought into the jurisdiction of the Association at the discretion of the Declarant and as it may be annexed to this Supplemental Declaration.

13. OCCUPANT. Occupant shall mean the person or persons other than the Owner in possession of a Lot and the improvements thereon.

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

15. PERSON. Person shall mean and refer to any natural person or artificial legal entity.

16. RECORDED. Recorded shall mean filed for record in the public records of St. Johns County, Florida.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Oceanhomes Property by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

1. MEMBERS. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. VOTING RIGHTS. The Association shall have two classes of voting membership:

CLASS A -- Class A member shall be all Owners, with the exception of the Declarant. Each Class A member 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 one vote be cast with respect to any Lot.

CLASS B -- Class B member shall be the Declarant and the Class B member shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of either of the following events:

(a) When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) Seven (7) years after recording this Declaration.

(c) At such time as Declarant, in its sole discretion, determines to terminate the Class B membership.

3. MERGERS.

(a) The Board of Directors shall have the right, but not the obligation, for a period of thirty (30) years hereafter, from time to time, within its sole discretion, to merge or consolidate this Association with the Master Association or any other property owners association within the Sea Place Community.

(b) After the thirty (30) years period, with written consent of Class A Members holding a majority of the votes, upon a majority vote of Class A Members at a regular Association meeting or a special meeting called for that purpose, the Association may merge or consolidate with another property owners associations within Sea Place Community or with the Master Association.

(c) Upon a merger or consolidation of the Association with the Master Association or another property owners association, the Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the Oceanhome Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Property, rights and

obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration within the Oceanhomes Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Oceanhomes Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration, except as expressly adopted in accordance with the terms hereof.

**ARTICLE III**

**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

1. **SERVICES.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

2. **COMMON PROPERTY.** The Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

The Association shall, at all times, pay the real property ad valorem taxes and assessment, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for the Oceanhomes Property.

3. **BONDS.**

(a) The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by Mortgagee.

(b) The Association shall obtain and maintain a termite bond on the Dwellings and shall contract for such other pest control services as the Board of Directors deems necessary or convenient.

4. **MAINTENANCE.**

(a) The Association shall maintain the exterior portion of all Dwellings and other improvements on the Lots including without limitation, roofs, stucco and related building materials, chimneys, doors, windows, trim, walkways, stairs, all as originally installed on the Lot. Provided, however, the Owners shall reimburse the Association for the cost of repair or replacement of windows, screen or glass contained within their Dwelling, which is damaged or broken from time to time.

(b) The Association shall maintain the landscaped portion of each Lot including rear and front areas. Such maintenance shall include cutting of grass and shrubbery, fertilization, and repair of the sprinkler and irrigation system. In addition, the Association shall maintain all swales, drainage pipes and all parts of the Stormwater Management System.

Provided, however, neither the Association nor the Declarant shall be deemed to be a guarantor of the shrubbery, grass or plants and in the event that the shrubbery, grass and plants should die, or be damaged, the Association shall determine, in its sole discretion, the type of replacement plants, grass or shrubbery, if any, that will be placed upon each Lot. In the event that an Owner determines to plant or install any plants, shrubs or other natural material, such Owner shall obtain the approval of the Association and the Master Association and such Owner shall have the sole responsibility for maintenance thereof.

(c) The Association shall maintain the Common Property, including, without limitation, parking area, sidewalks, landscaping, irrigation and driveway areas providing access to the Dwelling.

5. **ENFORCEMENT.** The Association shall interpret and enforce the provisions of this Supplemental Declaration and in connection therewith collect and expend the Assessments permitted herein for such purposes.

6. **IMPLIED RIGHT.** The Association may exercise any of the rights and privileges given it expressly by this Supplemental Declaration, its Articles and By-Laws, by the laws governing a not-for-profit corporation, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

**ARTICLE IV**

**COVENANTS FOR ASSESSMENTS**

1. **CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT.** The Declarant, for each Lot owned within the Oceanhomes Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, (b) Special Assessments. The Annual and Special Assessments (sometimes collectively referred to herein as "Assessments"), together with interest, late fees, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment falls due and in the event of a voluntary conveyance, the grantor and grantee shall be jointly liable therefor. The foregoing Assessment shall be in addition to the payment of the Master Association Assessment as hereinafter defined.

2. **PURPOSE OF ASSESSMENTS.**

(a) **Annual Assessment.** The Annual Assessment levied by the Association shall be used to enable the Association (i) to pay all ad valorem taxes assessed against any Common Property; (ii) to pay for all expenses of operating the Association, including, without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable, in the judgment of the Board of Directors; (iii) to perform the maintenance of the Dwellings, all improvements and landscaping on Lots or to preserve or enhance the value of the Common Property or to eliminate a fire, health or safety hazard, or which, in the judgment of the Board of Directors, may be of general benefit to the members of the Association; (iv) to obtain and maintain insurance on all Dwellings and all improvements including the Common Property in accordance with the provisions of Article VIII; (v) to repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; (vi) to accumulate reasonable reserves for the foregoing purposes, including deferred maintenance and permitted capital improvements or replacements; (vii) to pay for any other services or requirements set forth in this Declaration; and (viii) to pay a pro rata share of the Shared Recreational Assessment (as hereinafter defined).

(b) **Special Assessments.** Special Assessments shall be used for the following purposes: (i) to meet shortages or emergencies; (ii) to reconstruct, replace or repair personal or

real property which may be owned by the Association from time to time; (iii) for such other purposes as may be approved by the members of the Association from time to time; (iv) for the purpose set forth in Section 5 hereof. Any Special Assessment, except in the case of emergency, and except as described in Section 5 hereof, must be approved by two-thirds (2/3) of each Class of members.

(c) Deposit of Assessments. It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the Assessment was assessed.

3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st, 1994, the Maximum Annual Assessment shall be Two Thousand Nine Hundred Seventy Six and NO/100 Dollars (\$2,976.00) per Lot. The amount of the Master Assessment for 1993 is Seventy Eight and NO/100 Dollars (\$78.00) per month, subject to change as set forth in the Master Declaration.

(a) From and after January 1st, 1994, the maximum Annual Assessment may be increased each year without a vote of the Owners by an amount equal to five percent (5%) of the previous Annual Assessment.

(b) From and after January, 1994, the Maximum Annual Assessment may be increased above the five percent (5%) increase by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose, or by written consent of two-thirds (2/3) of the votes of each Class of membership.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the foregoing maximum Annual Assessment without approval of the membership.

4. UNIFORM RATE OF ASSESSMENT. Except for the provisions of subparagraph 7, both Annual and Special Assessments (for purposes other than those specified in Section 5) must be fixed at a uniform rate for all Lots and each Owner's pro rata share shall be a fraction, the numerator of which is "1" and the denominator of which shall be the number of Lots subject to this Declaration.

5. SPECIAL ASSESSMENTS FOR FAILURE TO COMPLY. In the event that an Owner, or the Occupant, fails to perform the maintenance obligations required by Owners hereunder or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, his tenants or invitees damages the Common Property or Oceanhomes Property, the Board shall give written notice to the Owner of the failure of compliance, damage or violation and Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. In the event the Owner fails to comply with the requirements of the Association, the Association is hereby authorized to enter upon the Lot and the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special Assessment. In the event of a dispute, the Owner shall be entitled to a hearing before the Board if such hearing is requested within ten (10) days of receipt of the written notice. The foregoing Special Assessments are exempt from requirements of Section 4 herein.

6. DUE DATES AND ASSOCIATION CERTIFICATES. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Provided, however, the Association's failure to change the Annual Assessment on an annual basis or to send notices shall not be deemed a defense for not paying such Annual Assessments and each Owner shall continue to pay the previously effective Annual Assessment on a monthly basis until notified to the contrary. Annual Assessments shall commence to accrue on the date on which the Certificates of Occupancy are issued for all the

Dwellings within a building or the date of conveyance of a Dwelling to a third party whichever last occurs ("Commencement Date"). Unless amended by the Board and the Annual Assessment shall be payable monthly in advance on the first day of each month. Special Assessments shall be paid within thirty (30) days of sending out invoices therefor.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual and Special Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a Lot is binding upon the Association as of the date of its issuance.

7. DECLARANT'S ASSESSMENT. After the Commencement Date, the Declarant shall have the right to elect to (a) the Annual Assessment attributable to each Lot from and after the date of issuance of the Certificate of Occupancy for the Dwelling is issued; or (b) fund the actual operating deficit of the Association as it occurs. Those Lots from which Declarant derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the full amount as hereinabove established for Lots owned by Class A members of the Association, pro rated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

8. EFFECT OF NON PAYMENT. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate permitted by law. In addition, the Board may from time to time have established a late fee for the cost of handling the overdue account. Upon failure to pay any amounts authorized and due under this Declaration, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became 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.

10. SHARED RECREATIONAL ASSESSMENT. The Declarant intends to construct a swimming pool, with related deck area and cabana, and a dune walkover. The use of the facilities shall be shared among the Owners of the Oceanhomes Property and the Owners of the dwelling units or lots located on the land more fully described on Exhibit A attached hereto and made a part hereof ("Sea Place III Property").

The land on which the Shared Recreational Facilities will be located will be owned by the owners association responsible for operating the Sea Place III Property, subject to the perpetual nonexclusive right of the Owners for ingress, egress and enjoyment of the Shared Recreational Facilities. The rights and obligations of the Owners of the Oceanhomes Property and the owners of the Sea Place III Property shall be fully set forth in the Use and Access Agreement to be recorded in the public records of St. Johns County, Florida. The pro rata share of the cost and expense of the maintenance and operation of the Shared Recreational Facilities shall be a line item of expense included in the Annual Assessment hereunder.

ARTICLE V

COVENANTS AND RESTRICTIONS

1. EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND DRAINAGE. The Declarant hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land extending the full length of and five (5') feet landward of the Coastal Control Line and on, over and under the front ten (10') feet of each Lot and a five foot (5') easement over the side lot lines of the Lots.

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The Lots shall be subject to the above-described interior back line, front and side lot easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Declarant; (c) the installation, maintenance and use of stormwater drainage facilities and storm sewers; (d) the installation and maintenance of the irrigation system.

Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to this Supplemental Declaration.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements.

All such easements are and shall remain private easements and the sole and the exclusive property of the Declarant and its successors and assigns.

2. RESIDENTIAL USE. Lots shall be used for single-family residential purposes only and any businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited. No trailer, basement, garage or any outbuilding of any kind, even if otherwise permitted hereunder, to be or remain on a Lot, shall be at any time used as a residence, either temporarily or permanently.

3. STORAGE AND REPAIRS. Storage and/or repair, outside of an enclosed garage, of wheeled vehicles of any kind, including, without limitation, recreational vehicles, boats or boat trailers, is prohibited.

4. OBSTRUCTIONS. No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, parking area, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located upon any Lot, or the Common Property if the location of same will, in the sole judgment and opinion of the Association, obstructs the vision of the motorist upon any of the streets or restrict the free flow of drainage.

5. RESERVATION OF THE RIGHT TO RESUBDIVIDE OR REPLAT. The Declarant reserves the right to resubdivide or replat Lot or Lots shown on the plat(s) for any purposes whatsoever, including rights of way for road purposes and easements, provided that no Dwelling shall be erected upon, or any Owner or Occupant allowed to occupy the replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the plat, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

6. COASTAL CONSTRUCTION LINE. Each Lot is encumbered by the coastal construction line which is established by the Department of Natural Resources. No Owner may construct, excavate, landscape, or in any manner change or alter the land lying east of the coastal construction line. If any Owner violates this provision, such Owner shall pay, as a Special Assessment as described in paragraph 5 of Article IV, all costs and expenses of remediation of the violation and shall indemnify and hold all other Owners, the Declarant and the Association harmless from any and all costs, claims or liabilities arising from such Owner's violation of the coastal construction lines.



7. **NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connections between the main utility lines and the Dwelling and other buildings located on each Lot shall be concealed and located underground so as not to be visible. The Declarant has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to the Dwelling and such conduit on each Lot shall become and remain the property of the Owner of the Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the Dwelling on his Lot.

8. **NO SHEDS, TEMPORARY STRUCTURES OR TRAILERS.** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. The Declarant or any contractor or sales person may maintain a trailer or portable construction trailer of attractive design suitably landscaped on any Lot used in connection with the construction or sale of Dwellings being built on the Oceanhomes Property or being built elsewhere in the Sea Place Community for so long as the Declarant or any contractor has a lot for sale within Sea Place Community. The location and landscaping of the trailer shall be subject to approval of the Declarant.

9. **SIGNS AND SALES FACILITIES.** Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, sales facilities, model houses and other structures as the Declarant may deem advisable for development and sales purposes. No other signs may be placed upon the Oceanhomes Property except name and address signage as approved by the Committee (as hereinafter defined).

10. **AERIALS, ANTENNAS AND SATELLITE TELEVISION RECEPTION DISHES.** No radio, television aerial, antenna or satellite television reception dish nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any Dwelling or structure located on a Lot or on any portion of any Lot.

11. **MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Committee and any mail receptacles utilized shall be in accordance with the requirements of the U. S. Postal Service.

12. **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on or any part of the Oceanhomes Property, nor shall anything be permitted or done thereon which is or may become a nuisance to the Sea Place Community. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Oceanhomes Property. It is understood and acknowledged that any fireplaces constructed within a Dwelling shall be gas fireplaces and the Owner shall be responsible for filling, repairing and maintaining the gas tanks which provide the fuel.

13. **WELL LIMITATION; WATER SUPPLY; SEWAGE DISPOSAL.** No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Association. The central water system operated by Anastasia Sanitary District will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot except water used for lawn, garden or air-conditioning purposes and including, but not limited to, water for all water spigots and outlets located within and without all buildings, swimming pools, jacuzzis or other exterior uses. Each Owner shall pay when due the periodic charges or rates for the furnishing of water and sewage collection made by the supplier thereof.

Anastasia Sanitary District, or its successors and assigns, has the sole and exclusive right to provide all water and sewage facilities and services to the Oceanhomes Property, except as set forth herein. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by Anastasia Sanitary District Company, or its successors and assigns. No water from air-conditioning systems or swimming pools or

nondomestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company. Anastasia Sanitary District has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for Utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

All Lots are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the Anastasia Sanitary District, or its successors or assigns.

14. **PETS.** Pets may be kept by an Owner on his Lot, but only if such pets do not constitute a nuisance on the Oceanhomes Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are on the Oceanhomes Property and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Oceanhomes Property any and all pets which create disturbances or annoyances that constitute a nuisance, in the sole determination of the Board.

15. **APPROVAL OF IMPROVEMENTS.**

(a) All Dwellings shall be constructed by the Declarant, or by contractors or builders approved by the Declarant. Changes in the exterior color schemes of any Dwelling or other buildings, or fence, wall, driveway, swimming pool, jacuzzi, landscaping, patio, screened porch or lanais or other structure or improvement, not installed by the Declarant or its designees, shall not be made without the prior written approval of the Architectural Control Committee (the "Committee") of the Association. Without limiting the foregoing without the approval of the Committee, (i) no awnings, shades or other extraneous fixtures or decorations may be attached to the exterior of any structure; (ii) no exterior windows or doors, including garage doors, may be altered, added, or deleted or relocated; (iii) no carports shall be permitted; and (iv) no garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage. Provided, however, nothing provided herein shall prohibit the Committee from establishing a standardized design for certain improvements and Owners may thereafter install such improvements without further approval, if such installation is in strict compliance with the pre-approved plans and specifications including, color, location, materials and standards of construction.

(b) In order to obtain the consent or approval of the Committee, building plans and specifications covering the same shall be submitted to the Committee. The building plans and specifications to be submitted to the Committee shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable, in its opinion, for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. No plans and specifications shall be approved unless suitable landscaping is provided. All Lots, Dwellings and improvements shall comply with all guidelines, conditions and stipulations set forth under the terms of the zoning regulations authorized by St. Johns County. Any request for approval not approved or denied by the Committee within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary. Provided, however, no improvement which violates any term of this Supplemental Declaration or the Master Declaration shall be deemed approved in this manner. In addition, all improvements to Lots which are not made by

Declarant or its designee and which are visible from the exterior are subject to the approval of the Architectural Review Board of the Sea Place Master Association, Inc. ("Master Association") pursuant to the terms and conditions more fully set forth in the Master Declaration.

**ARTICLE VI**

**MASTER DECLARATION**

1. **MASTER DECLARATION.** The terms and conditions of this Declaration and the Oceanhomes Property are subject to the Master Declaration, and in the event of a conflict with this Declaration, the terms of the Master Declaration shall govern.

2. **MASTER ASSOCIATION MEMBERSHIP.** The Master Association represents the residents and other non-residential owners of Sea Place Community from time to time, and its directors are those persons appointed or elected in accordance with the Master Association Articles of Incorporation, Bylaws and Master Declaration. Every Owner shall, by virtue of such ownership, be a member of the Master Association and shall be entitled to one vote to be cast by the person designated by the Owner of such Parcel in the manner provided in the Master Declaration.

3. **RIGHTS OF MASTER ASSOCIATION.**

(a) Notwithstanding anything herein to the contrary, this Declaration shall not be construed or amended in any manner so as to affect the property or rights of the Master Association, including the ARB, without the Master Association's written consent or joinder.

(b) If, for any reason, the Association fails or refuses to perform the obligations imposed on it hereunder and under any other documents relevant to the Oceanhomes Property, including, but not limited to, collection of Assessments necessary to maintain the Oceanhomes Property in a first class, attractive manner consistent in all respects with good property management, or if the Association fails to require an Owner to maintain that Owner's Lot to the standard determined by the Master Association, in its discretion, then the Master Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expense thereby incurred by the Master Association shall be reimbursed by the Association or shall be a Parcel Assessment as the Master Association deems to be appropriate.

(c) The Master Association is entitled to a lien upon each Lot for any unpaid assessment to the Master Association for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities, all as more particularly set forth in the Bylaws and Articles of Incorporation of the Master Association and Master Declaration ("Master Association Assessment").

**ARTICLE VII**

**OWNER'S RIGHTS, RESPONSIBILITIES, AND EASEMENTS**

1. **OWNER'S RIGHTS AND DUTIES.**

(a) In accordance with the provision of the Declaration and subject to the limitations provided elsewhere in this Declaration, every Owner has a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, together with a nonexclusive perpetual right and easement to utilize the access roads within Sea Place Community leading to the Common Roads from publicly dedicated roads, which easements are appurtenant and shall pass with the title to every Lot.

(b) Each Owner may delegate, subject to the Articles, Bylaws, Declaration and the Book of Resolutions, his right of enjoyment of the Common Property, Common Roads and

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facilities to the members of his family, his tenants, his guests or contract purchasers who occupy the Parcel.

2. COMMON ROADS.

(a) Title to the Common Roads may be held in the name of Declarant, the Association, or the Master Association and shall be maintained by the Master Association, subject to the Master Declaration.

(b) Declarant, its successors and assigns (including the Master Association, as appropriate) shall have the right to adopt rules and regulations governing the use of the Common Roads.

(c) Declarant, in its sole discretion, and without the consent or joinder of any Owner or holder of a Mortgage, shall have the right to convey title to or dedicate the Common Roads to the Association, the Master Association or to any public agency or authority having jurisdiction over such roadways.

3. OWNER'S EXPENSE. Owners shall pay all costs of electrical, water, sewer, telephone, cable television and other utilities provided to the Dwelling, all real property taxes for the Owner's Lot and Dwelling and shall also pay for all premiums for contents insurance for all improvements and fixtures within the Dwelling including, without limitation, all carpeting, cabinets, plumbing and electrical fixtures and liability insurance insuring the Owner for incidents on the Lot or within the Dwelling. Owner shall also pay, at his cost and expense, the cost of keeping his Lot and Dwelling in good order, clean and free from debris.

ARTICLE VIII

INSURANCE

1. TYPES OF COVERAGE.

(a) Insurance of Common Property. The Board of Directors may obtain and, if additional Common Property with significant insurable improvements are added to the Oceanhomes Property, the Board of Directors shall be required to obtain and maintain, the following insurance as appropriate:

- (i) Fire insurance on the Common Property and any improvements constructed thereon, but only if their aggregate replacement cost exceeds the sum of \$10,000, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that 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; and
- (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 the 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. If insurance is required to be obtained, in no event shall insurance be less than \$500,000 with respect to any one person, \$1,000,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

(b) Insurance of the Lots and Dwellings. It shall be the responsibility of the Association to obtain, as a part of the Annual Assessment, casualty and liability insurance with respect to the Dwellings. The insurance shall include fire insurance and insurance against the perils customarily covered by an extended coverage endorsement, vandalism, malicious mischief and windstorm endorsement in an amount equal to not less than the full replacement cost of the Dwelling. Each Owner shall obtain such insurance as Owner desires for the contents and improvements within his Dwelling and liability insurance for incidents occurring within his Dwelling and on his Lot.

(c) The Board of Directors may obtain as a matter of common expense, payable from the Annual General Assessments, liability insurance against personal loss for actions taken by members of the Board 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.

(d) The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

2. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.

(a) In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board, the Committee and the Master Association ARB. 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) Any Owner whose Dwelling is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Dwelling to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article V above and in compliance with the requirements of any insurer. The Association shall cooperate with such Owner in completing such repairs or restoration and all insurance proceeds from the insurance policy, maintenance by the Association for the benefit of the Owners and their Dwellings shall be applied to such repair and restoration.

(c) Anything herein to the contrary notwithstanding, in the event (i) more than two-thirds (2/3) of the Dwellings on the Oceanhomes Property, in value, are destroyed by fire or other casualty, and (ii) eighty percent (80%) of the Owners (either by vote at a regular or special meeting or by executing a written document, within 90 days after the date of such damage or destruction) and the Mortgagees holding mortgages on seventy-five percent (75%) of the Lots encumbered by Mortgages agree to waive and terminate the provisions hereof, then neither the Dwellings nor the Common Property need be rebuilt.

**ARTICLE IX**

ASSOCIATION LIABILITY

1. DISCLAIMER OF LIABILITY. Notwithstanding anything contained herein, in Articles, Bylaws or rules and regulations of the Association, or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), neither Declarant nor the Association shall be liable or responsible for in any manner a guarantor or

insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Oceanhomes Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

2. SPECIFIC PROVISIONS. Without limiting the generality of the foregoing:

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

(b) Neither the Declarant nor the Association is empowered nor have they have 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 of St. Johns or any other jurisdiction or prevents tortious or criminal activities.

(c) The provision of the Association Documents setting forth the uses of Assessments which may relate to health, safety, 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 the Declarant to protect the health, safety or welfare of any persons.

3. OWNER COVENANT. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Oceanhomes 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 waived any and all rights, claims, demands, causes of action against the Association or Declarant arising from or connected with any manner for which the liability of the Association or Declarant has been described in this Article.

## ARTICLE X

### PARTY WALLS

1. GENERAL. The side boundary wall built as a part of the original construction of the attached single-family Dwellings is intended to be placed upon the dividing line between the Lots (whether or not such wall is actually on the dividing line between such Lots) and shall constitute a party wall. Each Owner shall own that portion of the party wall which stands on his Lot with a cross easement of support over the other portion.

2. SHARING OF COSTS OF REPAIR AND MAINTENANCE. The costs of reasonable repair and maintenance for party walls shall be shared equally by the Owners whose Dwellings incorporate the party walls.

3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it to the same condition. No greater dimension of said party wall or any extension or restoration thereof shall be placed on the Lot of the Owner nor extending construction or restoring such party wall other than existing prior to such fire or casualty, without the written consent of all users of such party wall and the Committee. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice; however, to the right of such Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

4. WEATHERPROOFING. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful acts, causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

5. RIGHT TO CONTRIBUTION RUNS WITH THE LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. ARBITRATION. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and the arbitrator shall choose one additional arbitrator and the decision of the majority of the arbitrators shall be final and conclusive of the question involved.

## ARTICLE XI

### MISCELLANEOUS

1. ENFORCEMENT. The Association, or any Owner and the Declarant for so long as it is a Class B member, shall have the right but no obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that any Owner or Occupant shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of the terms and conditions of the Supplemental Declaration, if such violation occurs as a result of normal construction activity.

2. APPROVAL OF ASSOCIATION. Wherever in this Declaration, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Board of Directors of the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within sixty (60) days after the same has been submitted to the Association, the consent or approval of the Association the particular action sought in such written request shall be presumed, however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

3. DECLARANT MAY DESIGNATE A SUBSTITUTE. The Declarant shall have the sole and exclusive right at any time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Supplemental Declaration or under the provision of any plats affecting the Oceanhomes Property. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.

4. AMENDMENTS OR VIOLATION RELEASES. The Declarant reserves and shall have the right, without the consent or joinder of any Owner or Mortgagee (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including, without limitation, the foregoing, violations of any building restriction lines and provisions hereof relating thereof) if the Declarant in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot, and (c) to comply with any requirement of any Mortgagee or any governmental agency or similar entity having jurisdiction over the Oceanhomes Property.

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5. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. In addition to the rights of the Declarant provided for in Section 4 hereof, the Association, with the consent of seventy five percent (75%) or more of each class of votes entitled to be cast in accordance with this Supplemental Declaration may amend or alter this Supplemental Declaration, and any parts hereof in any respect.

6. SEVERABILITY. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court orders shall in no wise affect any other provisions which shall remain in full force and effect.

7. TERM. The covenants and restrictions of this Declaration shall run with and bind the Oceanhomes Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the consent of ninety percent (90%) of the votes of each class of membership, or in the event of the termination of Class B membership, 90% of the members.

8. ANNEXATION. Additional residential property may be annexed to the Property upon the recordation of a supplementary declaration imposing the covenants and restrictions of the Master Declaration and/or this Declaration upon the annexed property; provided, however, that the Declarant may only exercise this annexation prerogative for seven (7) years after recording of this Declaration.

9. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein in an adverse manner. In the event of any conflict among this Supplemental Declaration, the Articles or the By-Laws, this Declaration shall control.

10. RIGHTS OF MORTGAGEES. Upon written request to the Association, identifying the name and address of the Mortgagee, such Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its Mortgage.

(b) Any sixty (60) day delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which it holds the Mortgage.

(c) A lapse, cancellation or material modification of any insurance policy or fund maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(e) Copies of the Declaration, Bylaws and Rules and Regulations in effect from time to time.

(f) Copies of the financial statements of the Association on an annual basis.

11. ATTORNEY'S FEES. In the event that any Owner or the Association brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to reimbursement for court costs and attorneys' fees on trial and appeal.



IN WITNESS WHEREOF, this instrument has been executed and dated as of Jan. 26, 1993.

O.R. 976 PG 1302

Signed, sealed and delivered  
in our presence:

NORTH CRESCENT BEACH, LTD.

Margie Taylor  
Print name: MARGIE TAYLOR

By: SOUTHERN CONDOMINIUM  
DEVELOPERS, INC.,  
Its General Partner

Lea Conrad  
Print name: Lea Conrad

By: Roger M. O'Steen  
Print name: Roger M. O'Steen  
Its President

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 1993, by Roger M. O'Steen, the \_\_\_\_\_ President of Southern Condominium Developers, Inc., the general partner of North Crescent Beach, Ltd., a Florida limited partnership, who is known to me and who did not take an oath.

Leona L. Conrad  
Print name: Leona L. Conrad  
Notary Public, State of Florida

My Commission expires: 12/15/95

Serial Number: NS041953



LEONA L. CONRAD  
MY COMMISSION EXPIRES  
December 15, 1995

EXHIBIT A

## SEA PLACE III PROPERTY

## PARCEL 1

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. John's County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the south line of Government lot 4, said section 15, with the easterly right of way line of state road A1A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of 00 39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14° 58'00" West continuing along the Easterly right of way line of said State Road A1A, a distance of 1397.65 feet to the POINT OF BEGINNING; thence continuing North 14° 58'00" West along said Easterly right of way line, a distance of 459.76 feet to an intersection with a line 405.69 Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15; thence North 89° 10'30" East along last said line, 380.00 feet to an intersection with the Westerly boundary of Sea Place Unit "B", as recorded in Map Book 21, Pages 9 and 10 of the Public Records of St. Johns County, Florida; thence along last said line run the following two (2) courses and distances: COURSE NO 1: South 13° 44'04" West, 137.86 feet; COURSE NO 2: South 06° 24'18" East, 115.00 feet to an intersection with the Northerly right of way line of Sea Fair Drive (a 50 foot private easement as per the plat of Sea Place Unit "A", as recorded in Map Book 19, pages 29 and 30); thence Southeasterly along last said line run the following six (6) courses and distances; COURSE NO 1: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 480.96 feet, an arc distance of 162.75 feet, said arc being subtended by a chord bearing and distance of South 43° 29'58" West, 161.98 feet to the point of tangency of said curve; COURSE NO 2: South 33° 48'18" West, 26.30 feet to the point of curvature of a curve leading Southwesterly. COURSE NO 3: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 220.07 feet, an arc distance of 46.60 feet, said arc being subtended by a chord bearing and distance of South 27° 44'21" West, 46.51 feet to the point of reverse curvature of a curve leading Southwesterly; COURSE NO 4: thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 59.65 feet, an arc distance of 55.55 feet, said arc being subtended by a chord bearing and distance of South 48° 21'12" West, 53.57 feet to the point of tangency of said curve; COURSE NO 5: South 75° 02'00" West, 19.90 feet to a point of curvature of a curve leading Northwesterly; COURSE NO 6: thence Northwesterly along and around the arc of a curve concave Northeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North 59° 58'00" West, 39.60 feet to the POINT OF BEGINNING.

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PARCEL 2

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15, with the Easterly right of way line of State Road A1A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of 00 39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14 58'00" West along the Easterly right of way line of said State Road A1A, a distance of 1186.64 feet to the POINT OF BEGINNING; thence continuing North 14 58'00" West along said Easterly right of way line, a distance of 85.01 feet to an intersection with the southerly right of way line of Sea Fair Drive (a 50 foot private easement as per the plat of Sea Place Unit "A", as recorded in Map Book 10, pages 29 and 30); thence along last said line run the following six (6) courses and distances; COURSE NO 1: thence along and around the arc of a curve concave Southeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North 30 02'00" East, 39.60 feet to the point of reverse curvature of a curve leading Northeasterly; COURSE NO 2: thence Northeasterly along and around the arc of a curve concave Northeasterly, having a radius of 119.65 feet, an arc distance of 111.43 feet, said arc being subtended by a chord bearing and distance of North 48 21'12" East, 107.45 feet to the point of tangency of said curve; COURSE NO 3: North 21 40'24" East, 19.90 feet to the point of curvature of said curve leading Northeasterly; COURSE NO 4: thence Northeasterly along and around the arc of a curve concave southeasterly, having a radius of 170.07 feet, an arc distance of 36.01 feet, said arc being subtended by a chord bearing distance of North 27 44'21" east, 35.94 feet to the point of tangency; COURSE NO 5: North 33 48'18" East, 26.30 feet to the point of curvature of a curve leading Northeasterly; COURSE NO 6: thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 430.96 feet, an arc distance of 45.56 feet, said arc being subtended by a chord bearing and distance of North 36 50'01" East, 45.54 feet to an intersection with the Westerly line of Lot 1, said Sea Place Unit "A", as recorded in Map Book 19, Pages 29 and 30 of the Public Records of St. Johns County, Florida, thence along the Westerly and Southerly boundaries of said Sea Place Unit "A" run the following eight (8) courses and distances: COURSE NO 1: South 44 09'41" East, 101.87 feet; COURSE NO 2: North 45 50'19" East, 105.00 feet; COURSE NO 3: North 60 57'24" East, 72.51 feet; COURSE NO 4: North 44 34'03" East, 105.03 feet; COURSE NO 5: North 05 48'30" West, 24.17 feet; COURSE NO 6: North 45 50'19" East 88.26 feet; COURSE NO 7: North 88 22'49" East, 131.00 feet; COURSE NO 8: North 01 37'11" West, 105.38 feet to an intersection with the Southerly right-of-way line of aforementioned Sea Fair Drive; thence along last said line on an arc of a curve leading Easterly, said curve being

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U. S. N. S. T. M. . . . .

concave Northwesterly, having a radius of 437.33 feet, an arc distance of 20.23 feet, said arc being subtended by a chord bearing and distance of North 78 03'27" East, 20.23 feet to the point of reverse curvature of a curve continuing Easterly; thence Easterly along and around the arc of a curve concave Southeasterly, having a radius of 186.76 feet, an arc distance of 7.78 feet, said arc being subtended by a chord bearing and distance of North 77 55'35" East, 7.78 feet to a point on the Westerly line of Parcel "B" (Recreation Lands), as described and recorded in Official Records Book 676, Page 1411 et seq of the Public Records of St. Johns County, Florida; thence along the Westerly, Southerly and Easterly line of said lands described in Official Records Book 676, Pages 1411 et seq of said Public Records run the following seven (7) courses and distances: COURSE NO. 1: South 00 49'30" East, 114.04 feet; COURSE NO. 2: North 89 10'30" East 110.00 feet; COURSE NO. 3: North 00 49'30" West, 40.67 feet; COURSE NO. 4: North 89 10' 30" East, 41.33 feet; COURSE NO. 5: North 00 49'30" West 41.33 feet; COURSE NO. 6: South 89 10'30" West 41.33 feet; COURSE NO. 7: North 38.41 feet to an intersection with said Southerly right-of-way line of Sea Fair Drive and intersection with the arc of the curve leading Southwesterly thence along last said line run the following (3) courses and distances: COURSE NO. 1: Thence Southeasterly along and around the arc of a curve concave Westerly and having a radius of 61.83 feet, and arc distance of 97.49 feet, said arc being subtended by a chord bearing and distance of South 32 58'32" East, 87.70 feet, subtended by a chord bearing in distance of South 32 58'32" East, 87.70 feet East. COURSE NO. 2: South 12 11'45" West, 32.62 feet to the point of the curvature of a curve leading Southerly; COURSE NO. 3: Thence Southerly along and around the arc of the curve concave Southeasterly, having a radius of 174.18 feet, an arc distance of 19.67 feet, said arc being subtended by a chord bearing and distance of South 8 57'37" West. 19.66 feet to an intersection with the Northerly line of lot 21 of aforementioned Sea Place Unit "B"; thence along the Northerly, Westerly and Southerly lines of said Sea Place Unit "B" run the following five (5) courses and distances: COURSE NO. 1: South 39 10'30" West, 110.98 feet; COURSE NO. 2: South 26 34'54" West, 27.00 feet to the point of curvature of a curve concave Southerly; COURSE NO. 3: Thence Southerly along an around the arc of the curve concave Southwesterly, having a radius of 21.21 feet, an arc distance of 28.66 feet said arc being subtended by a chord bearing in distance of South 50 03'04" East, 26.53 feet; COURSE NO. 4: South 11 20'12" East 115.65 feet; COURSE NO. 5: North 89 10'30" East, 144.71 feet to an intersection with those lands described in Official Record Book 699 page 1518 et seq of said Public Records; thence along the last said line run the following two (2) courses and distances. COURSE NO. 1: South 28 56'14" East, 7.06 feet; COURSE NO. 2: North 89 26'20" East, 332.85 feet to an intersection with the Southerly line of the lands known as Sea Place I, a Condominium, recorded in Official Records Book 676, Pages 1411 et seq of said Public Records; thence along last said line and then the Easterly line of said lands, run the following five (5) courses and distances: COURSE NO. 1: South 00 33'40" East, 28.00 feet; COURSE NO. 2: North 89 26'20" East, 64.00 feet; COURSE NO. 3: North

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56 50'20" East, 20.18 feet; COURSE NO. 4: North 89 26'20" East, 53.83 feet; COURSE NO. 5: North 07 55'54" West, 960.19 feet to an intersection with said line being 405.69 feet Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15, thence North 89 10'30" East along last said line, a distance of 464 feet, more or less, to the Mean High Water Line of the Atlantic Ocean; thence in a general southerly direction along last said line, a distance of 670 feet, more or less, to a point which bears North 89 26'20" East 1875 feet, more or less, from the POINT OF BEGINNING; thence South 89 26'20" West, 1875 feet, more or less, to the POINT OF BEGINNING.

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LESS AND EXCEPT THE THREE PARCELS OF LAND HEREINAFTER DESCRIBED AS PARCELS A, B AND C.

EXHIBIT A

PARCEL A

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN the Southeasterly corner of Lot 15, Seaplace Unit A, as recorded in Map Book 19, Pages 29 and 30 of the public records of St. Johns County, Florida; thence South 78°34'12" East, 62.44 feet, to the Northwesterly corner of Lot 21, Seaplace Unit B, as recorded in Map Book 21, Pages 9 and 10 of the public records of St. Johns County, Florida; thence Southwesterly and Southeasterly along the Westerly line of Lots 21, 22, 23, 24, and Tract A of said Seaplace Unit B, run the following three (3) courses and distances: COURSE NO. 1: South 26°34'54" West, 27.00 feet; COURSE NO. 2: Southeasterly along and around the arc of a curve concave Southwesterly, having a radius of 21.21 feet, an arc distance of 28.66 feet, said arc being subtended by a chord bearing and distance of South 50°03'04" East, 26.53 feet to the point of tangency of said curve; COURSE NO. 3: South 11°20'12" East, 115.65 feet, to the Southwesterly corner of said Lot 24, Seaplace Unit B; thence North 89°10'30" East, along the Southerly line of said Lot 24, also being the Southerly boundary line of said Seaplace Unit B, 21.26 feet; thence South 66°49'26" East, 68.61 feet; thence

South 02°33'53" East, 74.76 feet; thence South 29°16'36" West, 55.48 feet; thence South 73°33'55" West, 38.34 feet; thence North 50°52'20" West, 80.44 feet; thence North 32°49'09" West, 95.58 feet; thence North 85°29'41" West, 92.35 feet; thence South 50°20'46" West, 46.02 feet; thence South 42°16'52" West, 100.30 feet; thence North 65°24'45" West, 35.42 feet; thence North 45°50'19" East, 22.48 feet; thence North 00°04'53" West, 70.04 feet; thence North 44°16'34" West, 17.08 feet; thence South 87°17'24" West, 17.79 feet; thence North 45°36'30" West, 38.50 feet, to the Southeasterly boundary line of said Seaplace Unit A; thence Northeasterly and Northwesterly along last said line run the following five (5) courses and distances: COURSE NO. 1: North 60°57'24" East, 84.06 feet; COURSE NO. 2: North 44°34'03" East, 105.03 feet; COURSE NO. 3: North 05°48'30" West, 24.17 feet; COURSE NO. 4: North 45°50'19" East, 88.26 feet; COURSE NO. 5: North 88°22'49" East, 131.00 feet, to the POINT OF BEGINNING.

Containing 2.187 acres, more or less.

## EXHIBIT A

PARCEL B

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida being more particularly described as follows:

BEGIN at the most Westerly corner of Lot 1, Sea Place Unit A as recorded in Map Book 119, Pages 29 and 30 of the Public Records of St. Johns County, Florida; thence South 44°09'41" East along the Southwesterly line of said Lot 1, a distance of 101.87 feet to the Southeast line of said Lot 1; thence North 45°50'19" East, along the last said line and the Southeast line of Lots 2 and 3 of said Sea Place Unit A, a distance of 105.00 feet; thence North 60°57'24" East along the Southeast line of Lot 4, said Sea Place Unit A, a distance of 8.45 feet; thence South 45°36'30" East, a distance of 38.50 feet; thence North 87°17'24" East, a distance of 17.79 feet; thence South 44°16'34" East, a distance of 17.08 feet; thence South 00°04'53" East, a distance of 70.04 feet; thence South 45°50'19" West, a distance of 22.48 feet; thence South 12°35'26" West, a distance of 33.20 feet; thence South 45°50'19" West, a distance of 48.83 feet; thence North 44°09'41" West, a distance of 18.30 feet; thence South 45°50'19" West, a distance of 4.70 feet; thence North 44°09'41" West, a distance of 10.70 feet; thence South 45°50'19" West, a distance of 5.00 feet; thence North 44°09'41" West, a distance of 130.83 feet; thence South 45°50'19" West, a distance of 18.00 feet; thence North 44°38'20" West, a distance of 80.99 feet to the Southeasterly right-of-way line of Sea Pair Drive (a 50 foot private right-of-way as shown on said Plat of Sea Place Unit A); thence run the following two (2) courses and distances along the last said line; COURSE NO. 1: North 33°48'18" East, 3.77 feet to the point of curvature of a curve leading Northeasterly; COURSE NO. 2: Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 430.96 feet, an arc distance of 45.56 feet, said arc being subtended by a chord bearing and distance of North 36°50'01" East, 45.54 feet to the POINT OF BEGINNING.  
Containing 0.52 acres more or less.

FOR: STOKES-O'STEEN COMMUNITIES

PARCEL C

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the line lying 100 feet North of, as measured at right angles to, and parallel with, the South line of Government Lot 4, said Section 15, with the Easterly right-of-way line of State Road No. A-1-A (a 100 foot right-of-way as now established); thence Northerly along said Easterly right-of-way line, and along the arc of a curve, concave Easterly, and having a radius of 11509.20 feet, through a central angle of  $00^{\circ}39'50''$  and an arc distance of 133.36 feet, to the point of tangency of said curve; thence North  $14^{\circ}58'00''$  West, continuing along said Easterly right-of-way line, 1184.64 feet; thence North  $89^{\circ}26'20''$  East, 1226.25 feet, to the POINT OF BEGINNING; thence North  $07^{\circ}52'31''$  West, 120.98 feet; thence South  $89^{\circ}26'20''$  West, 316.85 feet, to the point of curvature of a curve to the right; thence along and around the arc of said curve, concave Northeasterly, having a radius of 126.25 feet, an arc distance of 65.67 feet, said arc being subtended by a chord bearing and distance of North  $75^{\circ}39'53''$  West, 64.94 feet, to the point of reverse curvature of a curve to the left; thence along and around the arc of a said curve, concave Southerly, having a radius of 25.0 feet, an arc distance of 31.42 feet, said arc being subtended by a chord bearing and distance of South  $83^{\circ}13'57''$  West, 29.39 feet; thence North  $42^{\circ}46'09''$  West, 50.00 feet, to the arc of a curve to the Northeast; thence along and around the arc of said curve, concave Northwesterly, having a radius of 486.56 feet, an arc distance of 39.85 feet, said arc being subtended by a chord bearing and distance of North  $44^{\circ}53'14''$  East, 39.84 feet, to the point of compound curvature of a curve to the left; thence along and around the arc of said curve, concave Northwesterly, having a radius of 146.02 feet, an arc distance of 134.05 feet, said arc being subtended by a chord bearing and distance of North  $16^{\circ}14'20''$  East, 129.40 feet, to the Southerly line of Sea Place Unit B, as recorded in Map Book 21, Pages 9 and 10 of the Public Records of said county; thence North  $89^{\circ}10'30''$  East, along last said line, 25.78 feet, to the Southwesterly line of Sea Place 1, Parcel A, A Condominium, as recorded in Official Records Book 676, Page 1374, et. seq. and Official Records Book 676, Page 1411, et. seq. of the Public Records of said county; thence South  $28^{\circ}44'37''$  East, along last said line, 7.04 feet, to the Southerly line of said Sea Place 1, Parcel A, A Condominium; thence North  $89^{\circ}26'20''$  East, along last said line, 48.28 feet; thence Southwesterly, along and around the arc of a curve, concave Southeasterly, having a radius of 25.0 feet, an arc distance of 38.48 feet, said arc being subtended by a chord bearing and distance of South  $45^{\circ}20'44''$  West, 34.79 feet, to the point of reverse curvature of a curve to the right; thence along and around the arc of said curve, concave Northwesterly, having a radius of 196.02 feet, an arc distance of 88.46 feet, said arc being subtended by a chord bearing and distance of South  $14^{\circ}10'51''$  West, 87.71 feet, to the point of reverse curvature of a curve to the left; thence along and around the arc of said curve, concave Northeasterly, having a radius of 25.0 feet, an arc distance of 47.40 feet, said arc being subtended by a chord bearing and distance of South  $27^{\circ}12'33''$  East, 40.61 feet, to the point of compound curvature of a curve to the left; thence along and around the arc of said curve, concave Northerly, having a radius of 76.29 feet, an arc distance of 12.03 feet, said arc being subtended by a chord bearing and distance of South  $86^{\circ}03'06''$  East, 12.02 feet, to the point of tangency of said curve; thence North  $89^{\circ}26'20''$  East, 292.10 feet, to the point of curvature of a curve to the left; thence along and around the arc of said curve, concave Northwesterly, and having a radius of 25.0 feet, an arc distance of 42.46 feet, said arc being subtended by a chord bearing and distance of North  $40^{\circ}46'55''$  East, 37.54 feet, to the point of tangency of said curve; thence North  $07^{\circ}52'31''$  West, 90.84 feet, to the aforesaid Southerly line of Sea Place 1, Parcel A, A Condominium; thence North  $89^{\circ}26'20''$  East, along last said line, 60.45 feet to the Southeasterly line of said Sea Place 1, Parcel A, A Condominium; thence North  $68^{\circ}50'20''$  East, along last said line, 20.18 feet to the Southerly line of said Sea Place 1, Parcel A, A Condominium; thence North  $89^{\circ}26'20''$  East, along last said line and along the Easterly prolongation thereof, 560 feet, more or less, to mean high water line of the Atlantic Ocean; thence Southeasterly, along said mean high water line and the meanderings thereof, 300 feet, more or less, to the intersection with a line that bears North  $89^{\circ}26'20''$  East, 670 feet, more or less, from the POINT OF BEGINNING; thence South  $89^{\circ}26'20''$  West, along last said line, 670 feet, more or less, to the POINT OF BEGINNING, and to close.



Prepared by and Return to  
Linda Connor Kane  
Holland & Knight  
2000 Independence Square  
Jacksonville, Florida 32202

FIRST AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS

SEA PLACE OCEANHOMES

THIS FIRST AMENDMENT is made this 11 day of August, 1993, by NORTH CRESCENT BEACH, LTD., a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 as supplemented in Supplemental Sea Place Declarations of Covenants Conditions and Restrictions recorded in Official Records Book 690, page 1081 and re-recorded in Official Records Book 699, page 1515, in Official Records Book 706, page 150, and in Official Records Book 945, page 865, as further supplemented in Supplemental Declaration of Covenants, Conditions and Restrictions - Sea Place Oceanhomes as recorded in Official Records Book 976, page 1286 ("Oceanhomes Declaration") all in the public records of St. Johns County, Florida (collectively referred to herein as "Declaration").

B. Pursuant to the provisions of Article XI, Section 4 of the Oceanhomes Declaration, the Declarant has reserved the right to amend the Oceanhomes Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained therein.

C. The Declarant has determined that certain provisions relating to the water and sewer charges are not correct and the Declarant desires to correct such provisions.

NOW THEREFORE, in consideration of the premises, the Declarant hereby amends the Oceanhomes Declaration as follows:

1. The first paragraph of Article IV, Section 3 is hereby amended in its entirety to read as follows:

"3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, 1994, the Maximum Annual Assessment shall be Three Thousand Three Hundred and Eighty Four and 00/100 Dollars (\$3,384.00) per Lot (\$282.00 per month per lot). This Assessment includes the monthly water and sewer service charge made by the Master Association of approximately \$34.00 per month per Lot. The amount of the Master Association Assessment for 1993 is Seventy Four and 00/100 Dollars (\$74.00) per Lot per month, subject to change as set forth in the Master Declaration."

2. Article VII, Section 3 is hereby amended in its entirety to read as follows:

"3. OWNER'S EXPENSE. Owners shall pay all costs of electrical, telephone, cable television and other utilities provided to the Dwelling, and for so long as the Master Association is responsible for meter evidencing the provision of water and sewer service to Sea Place Community, the charges for such service shall be paid as a part of the Assessments. At such time as the Master Association no longer provides such service, the cost of water and sewer service will be an obligation of the Owners. Each Owner shall pay the real property taxes for the Owner's Lot and Dwelling and shall also pay for all premiums for contents insurance for the all improvements and fixtures within the Dwelling including, without limitation, all carpeting, cabinets, plumbing and electrical fixtures and liability insurance insuring the Owner for incidents on the Lot or with the Dwelling. Owner shall also pay, at his cost expense, the cost of keeping his Lot and Dwelling in good order, clean and free from debris."

3. Except as amended herein, all terms and conditions of the Declaration and Oceanhomes Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on behalf of the Declarant as of the date first above written.

Signed, sealed and delivered  
in our presence:

NORTH CRESCENT BEACH, LTD.

By: SOUTHERN CONDOMINIUM  
DEVELOPERS, INC.,  
Its General Partner

[Signature]  
Print name: Julie Barbour

[Signature]  
Print name: Lou Conrad

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Its President

STATE OF FLORIDA  
COUNTY OF San Juan

The foregoing instrument was acknowledged before me this 5th day of August, 1993, by Gregory J. Barbour, the Vice President of Southern Condominium Developers, Inc., a Florida corporation, the general partner of North Crescent Beach, Ltd., a Florida limited partnership, who is known to me and who did not take an oath

[Signature]  
Print name: Leonard L. Conrad  
Notary Public, State of Florida  
My Commission expires: 12/15/95  
Commission Number: NS041953

JAX-66949

Prepared by and Return to  
Linda Connor Kane  
Holland & Knight  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32292

22 REC 59 + 11.50

**SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**SEA PLACE III PATIO HOMES**

THIS DECLARATION is made on the day hereafter set forth by NORTH CRESCENT BEACH, LTD., a Florida limited partnership ("Declarant").

**RECITALS**

A. The Declarant is the owner of a parcels of land situated in St. Johns County, Florida which parcel of land is more fully described as all the land contained within the plat of SEA PLACE III UNIT A, according to plat thereof recorded in Map Book 27, pages 1-3 of the public records of St. Johns County, Florida and all of the land contained in the plat of SEA PLACE III, UNIT B, according to plat thereof recorded in Map Book 27, pages 21 - 24 of the public records of St. John County, Florida (jointly referred to herein as "Sea Place III Property") and of land which Declarant may subject to a plat and develop as a part of Sea Place III, which land is more fully described in Exhibit A attached hereto and made a part hereof ("Additional Property"). Declarant has conveyed Lot 7 of the Sea Place III Unit A to an Owner, who has joined in and consented to this Supplemental Declaration by separate consent and joinder.

B. The Sea Place III Property and Additional Property are part of a planned special development which consists or may consist of condominium units, patio homes, zero lot line dwellings and other single family dwellings and recreational facilities all of which are governed, restricted and subject to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 as supplemented in Supplemental Sea Place Declarations of Covenants Conditions and Restrictions recorded in Official Records Book 690, page 1081 and re-recorded in Official Records Book 699, page 1515, in Official Records Book 706, page 150, and in Official Records Book 945, page 865 and Official Records Book 976, page 1286, all in the public records of St. Johns County, Florida ("Master Declaration"), all of the land subject to the Master Declaration is hereinafter referred to as "Sea Place Community."

C. Pursuant to the terms of the Master Declaration, the Declarant subjected the Sea Place III Property to the terms and conditions of the Master Declaration. Declarant further has the right to subject any portions of the Sea Place Community which it owns to additional covenants and restrictions which apply only to a specified portion of the additional land.

D. Declarant desires to construct single family detached dwellings on the Sea Place III Property and to subject the Sea Place III Property to additional covenants, conditions, easements and restrictions which affect only the Sea Place III Property and such portions of the Additional Property as are subjected to the terms of this Supplemental Declaration.

E. Declarant has created the Sea Place Master Association, Inc. ("Master Association") which has the oversight of all the Property subject to the Master Declaration. In addition, Declarant desires to create a not-for-profit corporation, Sea Place III Homeowners Association, Inc. ("Association") to operate and maintain the Sea Place III Property in accordance with the terms and conditions of the Master Declaration as well as this Supplemental Declaration.

NOW, THEREFORE, the Declarant hereby confirms that the Sea Place III Property is subject to the terms, conditions, covenants, and restrictions of the Master Declaration which are incorporated herein the same as if such terms and conditions were set forth in full. Further, the Sea Place III Property is hereby subjected to the terms and conditions set forth in this Supplemental Declaration and the Sea Place III Property shall be held, sold, conveyed and

transferred subject to the easements, restrictions, covenants, and conditions of the Master Declaration, as well as this Supplemental Declaration, all of which are for the purpose of protecting the value and desirability of the Sea Place III Property and which shall run with the title to the Sea Place III Property and shall be binding upon all parties having any right, title or interest in the Sea Place III Property or any part thereof and their respective heirs, successors, assigns and mortgagees and which shall inure to the benefit and be binding upon the Association and each Owner as all terms are hereinafter defined.

## ARTICLE I

### DEFINITIONS

1. ADDITIONAL PROPERTY. Additional Property shall mean and refer to the lands described in Exhibit A attached hereto and made a part hereof which may be subjected to the terms and conditions of this Supplemental Declaration by recording a supplemental declaration in the public records of St. Johns County, Florida so declaring. Provided however, until recording of such supplemental declaration, the terms and conditions of this Supplemental Declaration shall not be deemed to affect the Additional Property and the Additional Property may be conveyed, occupied, mortgaged and transferred free and clear of the terms and conditions of this Supplemental Declaration.
2. ARTICLES. Articles shall mean and refer to the Articles of Incorporation of the Association.
3. ASSESSMENT. Assessment shall mean a share of Association expenses required for the payment of all the cost and expense of operation of the Association which from time to time are assessed against the Lots and the Owners. Unless set forth to the contrary, the terms Assessment shall mean and refer to both Annual and Special Assessments.
4. ASSOCIATION. Association shall mean and refer to Sea Place III Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.
5. BOARD OF DIRECTORS. Board of Directors shall mean and refer to the Association's Board of Directors.
6. COMMON PROPERTY. Common Property shall mean and refer to all real or tangible or intangible personal property owned by the Association for the common use and enjoyment of all Owners, and such other persons as shall be designated by Declarant. Common Property shall include the pool, cabana and deck area constructed on Tract A of the plat of Sea Place III Unit "A" subject to the provisions of the Use and Access Agreement more fully described herein and Tract B of the plat of Sea Place III Unit "A" which is subject to an easement for parking which is jointly to be used with the owners of the Condominium known as Sea Place I, A Condominium and such other lands or property as the Declarant shall from time to time designate.
7. DECLARANT. Declarant shall mean and refer to North Crescent Beach, Ltd., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
8. DWELLING. Dwelling shall mean and refer to the single-family detached dwelling constructed on each Lot.
9. LOT. Lot shall mean and refer to any numbered lot shown upon any recorded plat of the Sea Place III Property and any other Lot within the Additional Property made subject to this Declaration by the Declarant. Unless set forth to the contrary, references to "Lot" shall include any improvements constructed thereon from time to time.

10. **MORTGAGE.** Mortgage shall mean and refer to any mortgage or other instrument encumbering any interest in any Lot or any portion thereof, as security for performance of an obligation.

11. **MORTGAGEE.** Mortgagee shall mean and refer to the owner of a first Mortgage, including, without limitation, bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration or Federal Housing Administration and other similar insurers and guarantors of mortgages, mortgage bankers or other lenders generally recognized as an institutional type lender or the Declarant holding a mortgage on a Lot.

12. **OCCUPANT.** Occupant shall mean the person or persons other than the Owner in possession of a Lot and the improvements thereon.

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

14. **PERSON.** Person shall mean and refer to any natural person or artificial legal entity.

15. **RECORDED.** Recorded shall mean filed for record in the public records of St. Johns County, Florida.

16. **SEA PLACE III PROPERTY.** Sea Place III Property shall mean and refer to the land more fully described in Recital A and any Additional Property as may hereafter be brought into the jurisdiction of the Association in accordance with the provisions of Section 8, Article XI.

17. **SUPPLEMENTAL DECLARATION.** Supplemental Declaration shall mean and refer to this Supplemental Declaration of Covenants, Conditions and Restrictions.

18. **STORMWATER MANAGEMENT SYSTEM.** Stormwater Management System shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events using appropriate methods to collect, convey, store, absorb, inhibit, use or re-use 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, Florida Administrative Code.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Sea Place III Property by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

1. **MEMBERS.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. VOTING RIGHTS. The Association shall have two classes of voting membership:

**CLASS A** – Class A member shall be all Owners, with the exception of the Declarant. Each Class A member 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 one vote be cast with respect to any Lot.

**CLASS B** – Class B member shall be the Declarant and the Class B member shall be entitled to three votes for each Lot owned by it and each planned Lot within the Additional Property. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of either of the following events:

- a. When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- b. Seven (7) years after recording this Declaration.
- c. At such time as Declarant, in its sole discretion, determines to terminate the Class B membership.

3. MERGERS.

- a. The Board of Directors shall have the right, but not the obligation, for a period of thirty (30) years hereafter, from time to time, within its sole discretion, to merge or consolidate this Association with the Master Association or any other property owners association within the Sea Place Community.
- b. After the thirty (30) years period, with written consent of Class A Members holding a majority of the votes, upon a majority vote of Class A Members at a regular Association meeting or a special meeting called for that purpose, the Association may merge or consolidate with another property owners associations within Sea Place Community or with the Master Association.
- c. Upon a merger or consolidation of the Association with the Master Association or another property owners association, the Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the Sea Place III Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Property, rights and obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration within the Sea Place III Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Sea Place III Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration, except as expressly adopted in accordance with the terms hereof.

## ARTICLE III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

2. COMMON PROPERTY. The Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

The Association shall, at all times, pay the real property ad valorem taxes and assessment, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for the Sea Place III Property.

3. BONDS. The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by Mortgagee.

4. ASSOCIATION MAINTENANCE.

- a. The Association shall maintain the landscaped portion of each Lot including rear and front areas. Such maintenance shall include cutting of grass, trees and shrubbery, fertilization, and repair of the sprinkler and irrigation system. In addition, the Association shall maintain all swales, drainage pipes and all parts of the Stormwater Management System.

Provided, however, neither the Association nor the Declarant shall be deemed to be a guarantor of the shrubbery, grass or plants and in the event that the trees, shrubbery, grass and plants should die, or be damaged, the Association shall determine, in its sole discretion, the type of replacement plants, grass or shrubbery, if any, that will be placed upon each Lot. In the event that an Owner determines to plant or install any plants, shrubs or other natural material, such Owner shall obtain the approval of the Association and the Master Association and such Owner shall have the sole responsibility for maintenance thereof.

- b. The Association shall maintain and operate the Common Property, as it shall exist from time to time.

5. ENFORCEMENT. The Association shall interpret and enforce the provisions of this Supplemental Declaration and in connection therewith collect and expend the Assessments permitted herein for such purposes. In connection with the enforcement rights granted hereunder, the Association is hereby granted an easement for ingress and egress over each Lot for the purposes of performing any maintenance which an Owner fails to perform as required hereunder.

6. **IMPLIED RIGHT.** The Association may exercise any of the rights and privileges given it expressly by this Supplemental Declaration, its Articles and By-Laws, by the laws governing a not-for-profit corporation, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

#### ARTICLE IV

##### COVENANTS FOR ASSESSMENTS

1. **CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT.** The Declarant, for each Lot owned within the Sea Place III Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, (b) Special Assessments. The Annual and Special Assessments (sometimes collectively referred to herein as "Assessments"), together with interest, late fees, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment falls due and in the event of a voluntary conveyance, the grantor and grantee shall be jointly liable therefore. The foregoing Assessment shall be in addition to the payment of the Master Association Assessment as hereinafter defined.

2. **PURPOSE OF ASSESSMENTS.**

- a. The Annual Assessment levied by the Association shall be used to enable the Association (i) to pay all ad valorem taxes assessed against any Common Property; (ii) to pay for all expenses of operating the Association, including, without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable, in the judgment of the Board of Directors; (iii) to perform landscaping on Lots; (iv) to preserve or enhance the value of the Common Property or to eliminate a fire or health hazard, or which, in the judgment of the Board of Directors, may be of general benefit to the members of the Association; (v) to obtain and maintain insurance on all improvements within the Common Property in accordance with the provisions of Article VIII; (vi) to repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; (vii) to accumulate reasonable reserves for the foregoing purposes, including deferred maintenance and permitted capital improvements or replacements; (viii) to pay for any other services or requirements set forth in this Declaration; and (ix) to pay a pro rata share of the Shared Recreational Assessment (as hereinafter defined).
- b. Special Assessments shall be used for the following purposes: (i) to meet shortages or emergencies; (ii) to reconstruct, replace or repair personal or real property which may be owned by the Association from time to time; (iii) for such other purposes as may be approved by the members of the Association from time to time; (iv) for the purpose set forth in Section 5 hereof. Any Special Assessment, except in the case of emergency, and except as described in Section 5 hereof, must be approved by two-thirds (2/3) of each Class of members.
- c. It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures



therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the Assessment was assessed.

3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st, 1994, the Maximum Annual Assessment shall be One Thousand Five Hundred and NO/100 Dollars (\$1,500.00) per Lot, or One Hundred and Twenty Five and NO/100 Dollars (125.00) per month. The amount of the Master Assessment for 1993 is Seventy Four and NO/100 Dollars (\$74.00) per month, subject to change as set forth in the Master Declaration.]

- a. From and after January 1st, 1994, the maximum Annual Assessment may be increased each year without a vote of the Owners by an amount equal to five percent (5%) of the previous Annual Assessment.
- b. From and after January, the maximum Annual Assessment may be increased above the five percent increase by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose, or by written consent of two-thirds (2/3) of the votes of each Class of membership.
- c. The Board of Directors may fix the Annual Assessment at an amount not in excess of the foregoing maximum Annual Assessment without approval of the membership.

4. UNIFORM RATE OF ASSESSMENT. Except for the provisions of subparagraph 7, both Annual and Special Assessments (for purposes other than those specified in Section 5) must be fixed at a uniform rate for all Lots and each Owner's pro rata share shall be a fraction, the numerator of which is "1" and the denominator of which shall be the number of Lots subject to this Declaration.

5. SPECIAL ASSESSMENTS FOR FAILURE TO COMPLY. In the event that an Owner, or the Occupant, fails to perform the maintenance obligations required by Owners hereunder or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, his tenants or invitees damages the Common Property or Sea Place III Property, the Board shall give written notice to the Owner of the failure of compliance, damage or violation and Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. In the event the Owner fails to comply with the requirements of the Association, the Association is hereby authorized to enter upon the Lot and the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special Assessment. In the event of a dispute, the Owner shall be entitled to a hearing before the Board if such hearing is requested within ten (10) days of receipt of the written notice. The foregoing Special Assessments are exempt from requirements of Section 4 herein.

6. DUE DATES AND ASSOCIATION CERTIFICATES. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Provided, however, the Association's failure to change the Annual Assessment on an annual basis or to send notices shall not be deemed a defense for not paying such Annual Assessments and each Owner shall continue to pay the previously effective Annual Assessment on a monthly basis until notified to the contrary. Annual Assessments shall commence to accrue on the date on which the Certificate of Occupancy is issued for the Dwelling or the date of conveyance of a Dwelling to a third party whichever last

occurs ("Commencement Date"). Unless amended by the Board and the Annual Assessment shall be payable monthly in advance on the first day of each month. Special Assessments shall be paid within thirty (30) days of sending out invoices therefor.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual and Special Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a Lot is binding upon the Association as of the date of its issuance.

7. DECLARANT'S ASSESSMENT. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration, or the Articles or Bylaws to the contrary, the Annual Assessment against any vacant lot or a lot improved by an unoccupied, unsold Dwelling in which Declarant has an interest shall commence upon conveyance of the Lot to a third party or occupancy of the Lot by a person other than the Declarant. Those Lots from which Declarant derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the full amount as hereinabove established for Lots owned by Class A members of the Association, pro rated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

8. EFFECT OF NON PAYMENT. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate permitted by law. In addition, the Board may from time to time have established a late fee for the cost of handling the overdue account. Upon failure to pay any amounts authorized and due under this Declaration, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became 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.

10. SHARED RECREATIONAL ASSESSMENT. The Declarant intends to construct a swimming pool, with related deck area and cabana, and a dune walkover. The use of the facilities shall be shared among the Owners of the Sea Place III Property and the Owners of the dwelling units or lots located on the land more fully described in the plat of Sea Place Oceanhomes according to plat thereof recorded in Map Book 26, pages 66-69 of the public records of St. John's County, Florida ("Oceanhomes Property").

The land on which the Shared Recreational Facilities will be located will be owned by the Association subject to the perpetual nonexclusive right of the owners of the Oceanhomes Property for ingress, egress and enjoyment of the Shared Recreational Facilities. The rights and obligations of the Owners of the Oceanhomes Property and the Owners of the Sea Place III Property shall be fully set forth in the Use and Access Agreement to be recorded in the public records of St. Johns County, Florida. The pro rata share of the cost and expense of the maintenance and operation of the Shared Recreational Facilities shall be a line item of expense included in the Annual Assessment hereunder.

## ARTICLE V

### COVENANTS AND RESTRICTIONS

1. EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND DRAINAGE. The Declarant hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land extending the full length of and

along the interior back line of each Lot, and a strip of land extending the full length of and along the interior side lines of each Lot, such easement shall constitute the set back line for the installation of vertical improvements, excluding pool enclosures. The width of the interior rear easement shall be ten (10) feet or less as measured from the exterior back lot line to the set back line of the dwelling constructed on the Lot as shown in the final survey prepared for the Owner at closing.

The Lots shall be subject to the above-described interior back line, front and side lot easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Declarant; (c) the installation, maintenance and use of Stormwater Management System and storm sewers; (d) the installation and maintenance of the irrigation system. To the extent that a portion of an Owner's Lot is on the exterior of the improvements and accessible directly only from an adjacent Owner's Lot, the Owner of the Lot shall have an easement for egress and egress for maintenance and access over and across the adjacent Lot. In the event that any Dwelling is partially or totally destroyed, and then rebuilt, the Owners of the adjoining lots agree that minor encroachments created by reconstruction shall be permitted, and that a valid easement for such encroachments and maintenance thereby shall exist.

Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to this Supplemental Declaration.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements. All such easements are and shall remain private easements and the sole and the exclusive property of the Declarant and its successors and assigns.

2. RESIDENTIAL USE. Lots shall be used for single-family residential purposes only and any businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited. No trailer, basement, garage or any outbuilding of any kind, even if otherwise permitted hereunder, to be or remain on a Lot, shall be at any time used as a residence, either temporarily or permanently.

3. STORAGE AND REPAIRS. Storage and/or repair, outside of an enclosed garage, of wheeled vehicles of any kind, including, without limitation, recreational vehicles, boats or boat trailers, is prohibited.

4. OBSTRUCTIONS. No obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, parking area, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located upon any Lot, or the Common Property if the location of same will, in the sole judgment and opinion of the Association, obstruct the vision of the motorist upon any of the streets or restrict the free flow of drainage.

5. RESERVATION OF THE RIGHT TO RESUBDIVIDE OR REPLAT. The Declarant reserves the right to resubdivide or replat Lot or Lots shown on the plat(s) for any purposes whatsoever, including rights of way for road purposes and easements, provided that no Dwelling shall be erected upon, or any Owner or Occupant allowed to occupy the replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the plat, and the restrictions herein contained shall apply to

each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

6. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utility lines and the Dwelling and other buildings located on each Lot shall be concealed and located underground so as not to be visible. The Declarant has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to the Dwelling and such conduit on each Lot shall become and remain the property of the Owner of the Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the Dwelling on his Lot.

7. NO SHEDS, TEMPORARY STRUCTURES OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. The Declarant or any contractor or sales person may maintain a trailer or portable construction trailer of attractive design suitably landscaped on any Lot used in connection with the construction or sale of Dwellings being built on the Sea Place III Property or being built elsewhere in the Sea Place Community for so long as the Declarant or any contractor has a lot for sale within Sea Place Community. The location and landscaping of the trailer shall be subject to approval of the Declarant.

8. SIGNS AND SALES FACILITIES. Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, sales facilities, model houses and other structures as the Declarant may deem advisable for development and sales purposes. No other signs may be placed upon the Sea Place III Property except name and address signage as approved by the Committee (as hereinafter defined).

9. AERIALS, ANTENNAS AND SATELLITE TELEVISION RECEPTION DISHES. No radio, television aerial, antenna or satellite television reception dish nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any Dwelling or structure located on a Lot or on any portion of any Lot occupied by a building or other structure.

10. MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Committee and any mail receptacles utilized shall be in accordance with the requirements of the U. S. Postal Service.

11. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on or any part of the Sea Place III Property, nor shall anything be permitted or done thereon which is or may become a nuisance to the Sea Place Community. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of the Sea Place III Property. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Sea Place III Property.

12. WELL LIMITATION; WATER SUPPLY; SEWAGE DISPOSAL. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Association. The central water system operated by Anastasia Sanitary District will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot except water used for lawn, garden or air-conditioning purposes and including, but not limited to, water for all water spigots and outlets located within and without all buildings, swimming pools, jacuzzis or other exterior uses. Anastasia Sanitary District, or its successors and assigns, has the sole and exclusive right to provide all water and sewage facilities and services to the Sea Place III Property, except as set forth herein. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by Anastasia Sanitary District Company, or its successors and assigns.

No water from air-conditioning systems or swimming pools or nondomestic drains shall be disposed of through the lines of the sewage system. Anastasia Sanitary District has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for Utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

All water and sewer usage is subject to the rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the Anastasia Sanitary District, or its successors or assigns.

There is a single water and sewer meter for the Sea Place community, which is monitored by the Master Association. Water and sewer charges are assessed against and paid by each property or condominium association within the Sea Place community, including the Association. The water and sewer charges allocated to the Association and the basis therefor are set forth in the budget of the Association.

13. PETS. Pets may be kept by an Owner on his Lot, but only if such pets do not constitute a nuisance on the Sea Place III Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are on the Sea Place III Property and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Sea Place III Property any and all pets which create disturbances or annoyances that constitute a nuisance, in the sole determination of the Board.

14. APPROVAL OF IMPROVEMENTS.

- a. All Dwellings shall be constructed by the Declarant, or by contractors or builders approved by the Declarant. Changes in the exterior color schemes of any Dwelling or other buildings, or fence, wall, driveway, swimming pool, jacuzzi, landscaping, patio, screened porch or lanais or other structure or improvement, not installed by the Declarant or its designees, shall not be made without the prior written approval of the Architectural Control Committee (the "Committee") of the Association. Without limiting the foregoing without the approval of the Committee, (i) no awnings, shades or other extraneous fixtures or decorations may be attached to the exterior of any structure; (ii) no exterior windows or doors, including garage doors, may be altered, added, or deleted or relocated; (iii) no carports shall be permitted; and (iv) no garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage. Provided, however, nothing provided herein shall prohibit the Committee from establishing a standardized design for certain improvements and Owners may thereafter install such improvements without further approval, if such installation is in strict compliance with the pre-approved plans and specifications including, color, location, materials and standards of construction.
- b. In order to obtain the consent or approval of the Committee, building plans and specifications covering the same for improvements other than those constructed by the Declarant or the designees of Declarant, shall be submitted to the Committee. The building plans and specifications to be submitted to the Committee shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot

and approximate square footage, and contain a construction schedule and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable, in its opinion, for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. No plans and specifications shall be approved unless suitable landscaping is provided. All Lots, Dwellings and improvements shall comply with all guidelines, conditions and stipulations set forth under the terms of the zoning regulations authorized by St. Johns County. Any request for approval not approved or denied by the Committee within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary. Provided, however, no improvement which violates any term of this Supplemental Declaration or the Master Declaration shall be deemed approved in this manner. In addition, all improvements to Lots which are not made by Declarant or its designee and which are visible from the exterior are subject to the approval of the Architectural Review Board of the Sea Place Master Association, Inc. ("Master Association") pursuant to the terms and conditions more fully set forth in the Master Declaration.

**ARTICLE VI**

**MASTER DECLARATION**

1. **MASTER DECLARATION.** The terms and conditions of this Supplemental Declaration and the Sea Place III Property are subject to the Master Declaration, and in the event of a conflict with this Declaration, the terms of the Master Declaration shall govern.

2. **MASTER ASSOCIATION MEMBERSHIP.** The Master Association represents the residents and other non-residential owners of Sea Place Community from time to time, and its directors are those persons appointed or elected in accordance with the Master Association Articles of Incorporation, Bylaws and Master Declaration. Every Owner shall, by virtue of such ownership, be a member of the Master Association and shall be entitled to one vote to be cast by the person designated by the Owner of such Parcel in the manner provided in the Master Declaration.

3. **RIGHTS OF MASTER ASSOCIATION.**

- a. Notwithstanding anything herein to the contrary, this Declaration shall not be construed or amended in any manner so as to affect the property or rights of the Master Association, including the ARB, without the Master Association's written consent or joinder.
- b. If, for any reason subsequent to the termination of the Class B Membership, the Association fails or refuses to perform the obligations imposed on it hereunder and under any other documents relevant to the Sea Place III Property, including, but not limited to, collection of Assessments necessary to maintain the

Sea Place III Property in a first class, attractive manner consistent in all respects with good property management, or if the Association fails to require an Owner to maintain that Owner's Lot to the standard determined by the Master Association, in its discretion, then the Master Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expense thereby incurred by the Master Association shall be reimbursed by the Association or shall be a Parcel Assessment as the Master Association deems to be appropriate.

- c. The Master Association is entitled to a lien upon each Lot for any unpaid assessment to the Master Association for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities, all as more particularly set forth in the Bylaws and Articles of Incorporation of the Master Association and Master Declaration ("Master Association Assessment").

## ARTICLE VII

### OWNER'S RIGHTS, RESPONSIBILITIES, AND EASEMENTS

#### 1. OWNER'S RIGHTS AND DUTIES.

- a. In accordance with the provision of the Declaration and subject to the limitations provided elsewhere in this Declaration, every Owner is hereby granted has a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, together with a nonexclusive perpetual right and easement to utilize the access roads within Sea Place Community leading to the Common Roads from publicly dedicated roads, which easements are appurtenant and shall pass with the title to every Lot.
- b. Each Owner may delegate, subject to the Articles, Bylaws, and Declaration, his right of enjoyment of the Common Property, Common Roads and facilities to the members of his family, his tenants, his guests or contract purchasers who occupy the Lot.
- c. Except for the Association's obligations with respect to landscape maintenance as provided in Section 4(a) of Article III, each Owner shall be responsible for the maintenance of all other improvements upon his Lot, including, without limitation, painting, cleaning, repair, reconstruction of the exterior, the roof of the Dwelling, the driveway of the Dwelling, all fencing and walls and all other portions of the improvements on his Lot, all windows, screens, doors, and shall maintain his Lot, Dwelling and all improvements in a clean and orderly condition. In the event that an Owner fails to so maintain the Dwelling and improvements, the provisions of Section 5 of Article IV shall apply.

#### 2. COMMON ROADS.

- a. Title to the Common Roads may be held in the name of Declarant, the Association, or the Master Association and shall be maintained by the Master Association, subject to the Master Declaration.

- b. Declarant, its successors and assigns (including the Master Association, as appropriate) shall have the right to adopt rules and regulations governing the use of the Common Roads.
- c. Declarant, in its sole discretion, and without the consent or joinder of any Owner or holder of a Mortgage, shall have the right to convey title to or dedicate the Common Roads to the Association, the Master Association or to any public agency or authority having jurisdiction over such roadways.

3. OWNER'S EXPENSES. Owners shall pay all costs of electrical, water, sewer, telephone, cable television and other utilities provided to the Dwelling, all garbage collection charges, all real property taxes for the Owner's Lot and Dwelling and shall also pay for all insurance, including but not limited to, premiums for casualty insurance liability insurance and flood insurance insuring the Owner for incidents on the Lot or within the Dwelling. Owner shall also pay, at his cost and expense, the cost of keeping his Lot and Dwelling in good order, clean and free from debris as required under subparagraph 1(c) hereof.

4. FENCES AND WALLS. Certain fences and walls will be constructed between the Lots, which will be located approximately on the side and rear Lot lines. Each Owner shall maintain and repair the portion of the side fence or wall facing the Dwelling and both sides of the fence along the rear of the Lot line (unless the rear Lot line forms the rear Lot line of another Lot subject to this Supplemental Declaration, in which case the Owners shall each maintain and repair the side of the fence or wall facing their respective Lot). If a fence or wall is not constructed exactly on the Lot line, such location shall not be deemed to create an ownership right of the parties, nor shall it be deemed to be a title defect. An easement is hereby declared for such encroachment.

## ARTICLE VIII

### INSURANCE

#### 1. TYPES OF COVERAGE.

- a. The Board of Directors may obtain and maintain the following insurance as appropriate:
  - (1) Fire insurance on the Common Property and any improvements constructed thereon, but only if their aggregate replacement cost exceeds the sum of \$10,000, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that 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; and
  - (2) 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 the 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. If insurance is required to be obtained, in no event shall insurance be less than \$500,000



with respect to any one person, \$1,000,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

- b. It shall be the responsibility of the Owner to obtain casualty and liability insurance at Owner's expense with respect to the Dwellings, at the Owner's cost and expense, and such insurance as Owner desires for the contents and improvements within his Dwelling and liability insurance for incidents occurring within his Dwelling and on his Lot.
- c. The Board of Directors may obtain as a matter of common expense, payable from the Annual General Assessments, liability insurance against personal loss for actions taken by members of the Board 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.
- d. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

2. CASUALTY.      REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER

- a. In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board, the Committee and the Master Association ARB to the extent applicable subject to the Use and Access Agreement for the shared Recreation Facilities. 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. Any Owner whose Dwelling is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Dwelling to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article V above and in compliance with the requirements of any insurer.

## ARTICLE IX

ASSOCIATION LIABILITY

1. DISCLAIMER OF LIABILITY. Notwithstanding anything contained herein, in Articles, Bylaws or rules of the Association, or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), neither Declarant nor the Association shall be liable or responsible for in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Sea Place III Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

2. SPECIFIC PROVISIONS. Without limiting the generality of the foregoing:

- a. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Sea Place III Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Sea Place III Property and the value thereof.
- b. Neither the Declarant nor the Association is empowered nor have they have 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 of St. Johns or any other jurisdiction or prevents tortious or criminal activities.
- c. The provision of the Association Documents setting forth the uses of Assessments which may relate to health, safety, 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 the Declarant to protect the health, safety or welfare of any persons.

3. OWNER COVENANT. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Sea Place III 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 waived any and all rights, claims, demands, causes of action against the Association or Declarant arising from or connected with any manner for which the liability of the Association or Declarant has been described in this Article.

## ARTICLE X

LAKE AND WATER RIGHTS

1. OWNERSHIP OF LAKES. A man-made water body which constitutes a part of the Stormwater Management System has been constructed adjacent to the Property ("Lake System") and has been conveyed by the Declarant to the Master Association as a Common Property.

2. ADJUSTMENT OF LAKE SYSTEM BOUNDARY. If it appears that upon the completion of the portion of the Lake System abutting the Sea Place III Property is not identical to the boundaries set forth on the plat of the Property or that there are encroachments of improvements on the Lake System, the Declarant is hereby authorized without further consent to convey to the necessary party the parcel of land required to correct the boundaries or to take such other actions, including without limitation, granting of easements, as may be necessary or convenient or as may be required by governmental approval agencies to clarify title and/or the rights set forth in this Declaration.

3. EASEMENT FOR MAINTENANCE. There is hereby created easement extending ten (10) feet from the boundary of the Lake System onto each Lot which abuts the Lake System and ten (10) feet onto the Lake System ("Lake Maintenance Easement Area"). This Lake Maintenance Easement Area shall constitute a perpetual non-exclusive easement area for the natural rise and fall of the actual water line caused by acts of God, nature, or caused by the necessity of complying with governmental rules and regulations and applicable laws. The Association is hereby granted a perpetual non-exclusive easement for ingress and egress on the portion of the Lake Maintenance Easement Area extending onto the Lots and the Owners are hereby granted a perpetual non-exclusive easement for ingress and egress over the portion of the Lake Maintenance Easement Area extending onto the Lake System. The Owners of the Lots burdened by this easement agree to take no action or make any improvements which shall cause a material change in the actual water line without prior written consent of the Committee and the Architectural Review Board of the Master Association.

## ARTICLE XI

### MISCELLANEOUS

1. ENFORCEMENT. The Association, or any Owner and the Declarant for so long as it is a Class B member, shall have the right but no obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that any Owner or Occupant shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of the terms and conditions of the Supplemental Declaration, if such violation occurs as a result of normal construction activity.

2. APPROVAL OF ASSOCIATION. Wherever in this Declaration, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Board of Directors of the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within sixty (60) days after the same has been submitted to the Association, the consent or approval of the Association the particular action sought in such written request shall be presumed, however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

3. DECLARANT MAY DESIGNATE A SUBSTITUTE. The Declarant shall have the sole and exclusive right at any time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Supplemental Declaration or under the provision of any plats affecting the Sea Place III Property. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.

4. AMENDMENTS OR VIOLATION RELEASES. The Declarant reserves and shall have the right, without the consent or joinder of any Owner or Mortgagee (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including, without limitation, the foregoing, violations of any building restriction lines and provisions hereof relating thereof) if the Declarant in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each

Lot, (c) to comply with any requirement of any Mortgagee or any governmental agency or similar entity having jurisdiction over the Sea Place III Property and (d) to comply with the requirements of any governmental entity which has approval rights.

5. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.

In addition to the rights of the Declarant provided for in Section 4 hereof, the Association, with the consent of seventy five percent (75%) or more of each class of votes entitled to be cast in accordance with this Supplemental Declaration may amend or alter this Supplemental Declaration, and any parts hereof in any respect.

6. SEVERABILITY. In validation of any one of the covenants or restrictions contained in this Declaration by judgment or court orders shall in no wise affect any other provisions which shall remain in full force and effect.

7. TERM. The covenants and restrictions of this Declaration shall run with and bind the Sea Place III Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the consent of ninety percent (90%) of the votes of each class of membership, or in the event of the termination of Class B membership, 90% of the members.

8. ADDITIONAL PROPERTY. Additional Property as more fully described in Exhibit A may be annexed to the Sea Place III Property upon the recording of a supplemental declaration imposing the covenants and restrictions of this Supplemental Declaration upon all or a part of the Additional Property. Such Supplemental Declaration may be executed and recorded by the Declarant without the consent or approval of any Owner or Mortgagee, at any time from the date of recording this Supplemental Declaration until ten (10) years from the date of recording. Thereafter, all or part of the Additional Property which is owned by the Association may be subjected to the terms and conditions of this Supplemental Declaration by recording of a supplemental declaration by the Association.

Provided however, until any part of the Additional Property is subjected to this Supplemental Declaration by recording a supplemental declaration as provided herein, the terms and conditions of this Supplemental Declaration shall not be deemed an encumbrance on title and any parcel of the Additional Property may be conveyed free and clear of the terms and conditions hereof.

9. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein in an adverse manner. In the event of any conflict among this Supplemental Declaration, the Articles or the By-Laws, this Supplemental Declaration shall control.

10. RIGHTS OF MORTGAGEES. Upon written request to the Association, identifying the name and address of the Mortgagee, such Mortgagee shall be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its Mortgage.
- b. Any sixty (60) day delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which it holds the Mortgage.
- c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed action that requires the consent of a specified percentage of Mortgagees.

- e. Copies of the Declaration, Bylaws and Rules and Regulations in effect from time to time.
- f. Copies of the financial statements of the Association on an annual basis.

11. **ATTORNEY'S FEES.** In the event that any Owner or the Association brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to reimbursement for court costs and attorneys' fees on trial and appeal.

IN WITNESS WHEREOF, this instrument has been executed and dated as of 10-18, 1993.

Signed, sealed and delivered in our presence:

NORTH CRESCENT BEACH, LTD.

Roger M. O'Steen  
 Print name: ROGER M. O'STEEN  
Lauren Owens  
 Print name: LAUREN OWENS

By: SOUTHERN CONDOMINIUM DEVELOPERS, INC.,  
 Its General Partner

By: [Signature]  
 Print name: \_\_\_\_\_  
 its President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 18th day of October, 1993, by ROGER M. O'STEEN, the \_\_\_\_\_ President of Southern Condominium Developers, Inc., the general partner of North Crescent Beach, Ltd., a Florida limited partnership, who is known to me and who did not take an oath.

[Signature]  
 Print name: Lauren L. Owens  
 Notary Public, State of Florida

My Commission expires:

Commission Number [Stamp] LAUREN L. OWENS  
 MY COMMISSION # CC 239573 EXPIRES  
 November 3, 1996  
 BONDED THRU TROY FARM INSURANCE, INC.

**EXHIBIT A****ADDITIONAL PROPERTY**

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15, with the Easterly right-of-way line of State Road A-1-A (a 100 foot right-of-way as now established); thence Northerly along said Easterly right-of-way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of  $00^{\circ}39'50''$  and an arc distance of 133.36 feet to the point of tangency of said curve; thence North  $14^{\circ}58'00''$  West continuing along the Easterly right-of-way line of said State Road A-1-A, a distance of 1037.65 feet to the POINT OF BEGINNING; thence continuing North  $14^{\circ}58'00''$  West along said Easterly right-of-way line, a distance of 459.76 feet to an intersection with a line 405.69 feet Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15; thence North  $89^{\circ}10'30''$  East along last said line, 380.00 feet to an intersection with the Westerly boundary of Sea Place Unit "B", as recorded in Map Book 21, Pages 9 and 10 of the Public Records of St. Johns County, Florida; thence along last said line run the following two (2) courses and distances: COURSE NO. 1: South  $13^{\circ}44'04''$  West, 137.85 feet; COURSE NO. 2: South  $06^{\circ}24'13''$  East, 115.00 feet to an intersection with the Northerly right-of-way line of Sea Fair Drive (a 50 foot private easement as per the Plat of Sea Place Unit "A", as recorded in Map Book 19, Pages 29 and 30); thence Southwesterly along last said line run the following six (6) courses and distances: COURSE NO. 1: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 480.96 feet, an arc distance of 162.75 feet, said arc being subtended by a chord bearing and distance of South  $43^{\circ}29'58''$  West, 161.98 feet to the point of tangency of said curve; COURSE NO. 2: South  $33^{\circ}48'18''$  West, 26.30 feet to the point of curvature of a curve leading Southwesterly; COURSE NO. 3: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 220.07 feet, an arc distance of 46.60 feet, said arc being subtended by a chord bearing and distance of South  $27^{\circ}44'21''$  West, 46.51 feet to the point of reverse curvature of a curve leading Southwesterly; COURSE NO. 4: thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 59.65 feet, an arc distance of 55.55 feet, said arc being subtended by a chord bearing and distance of South  $48^{\circ}21'12''$  West, 53.57 feet to the point of tangency of said curve; COURSE NO. 5: South  $75^{\circ}02'00''$  West, 19.90 feet to a point of curvature of a curve leading Northwesterly; COURSE NO. 6: thence Northwesterly along and around the arc of a curve concave Northeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North  $59^{\circ}58'00''$  West, 39.60 feet to the POINT OF BEGINNING.

CONSENT OF MORTGAGEE

The undersigned is the holder and secured party under the following:

1. Mortgage made by North Crescent Beach, Ltd. to Barnett Bank of the St. Johns dated June 9, 1993 recorded in Official Records Book 996, page 292 of the public records of St. Johns County, Florida.

2. Financing Statement made by North Crescent Beach, Ltd. to Barnett Bank of the St. Johns recorded in Official Records Book 996, page 313 of the public records of St. Johns County, Florida.

3. Collateral Assignment of Leases, Rents and Profits made by North Crescent Beach, Ltd. to Barnett Bank of The St. Johns dated June 9, 1993 and is recorded June 11, 1993 in Official Records Book 996, page 308 of the public records of St. Johns County, Florida.

4. Mortgage made by North Crescent Beach, Ltd. to Barnett Bank of The St. Johns, dated June 9, 1993 and which are recorded on June 11, 1993 in Official Records Book 996, page 318 of the public records of St. Johns County, Florida.

5. Financing Statement made by North Crescent Beach, Ltd. to Barnett Bank of The St. Johns dated June 9, 1993, and which is recorded on June 11, 1993 in Official Records Book 996, page 335 of the public records of St. Johns County, Florida.

6. Collateral Assignment of Leases, Rents and Profits made by North Crescent Beach, Ltd. to Barnett Bank of The St. Johns dated June 9, 1993 and is recorded June 11, 1993 in Official Records Book 996, page 330 of the public records of St. Johns County, Florida.

(collectively referred to as "Loan Documents").

The undersigned hereby consents to and joins in the recording of the Supplemental Declaration of Covenants, Conditions and Restrictions - Sea Place III Patio Homes and subordinates the lien of the Loan Documents to the rights of the owners therein.

IN WITNESS WHEREOF, this instrument has been executed and dated as of November 16, 1993.

Signed, sealed and delivered  
in our presence:

Ginette M. Young  
Print name: Ginette M. Young

Joy P. Cantrell  
Print name: Joy P. Cantrell

BARNETT BANK OF THE ST. JOHNS

By: Samuel A. Willett  
Print name: Samuel A. Willett  
Its Vice President

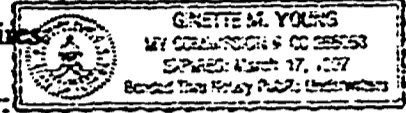
STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16th day of November, 1993, by Samuel A. Willett, the Vice President of Barnett Bank of the St. Johns, a national banking association, on behalf of the association, who is known to me and who did not take an oath.

Ginette M. Young  
Print name: Ginette M. Young  
Notary Public, State of Florida

My Commission expires:



Commission Number:



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

*LR 171250*

## USE AND ACCESS AGREEMENT

THIS AGREEMENT is entered into this 29th day of November, 1993, by and between SEA PLACE OCEANHOMES OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Oceanhomes Association") and SEA PLACE III HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Homeowners Association"), which tax identification number is 59-2867756.

### RECITALS

A. Oceanhomes Association is the not for profit association responsible for the operation and maintenance of certain property more fully described as the plat of Sea Place Oceanhomes according to plat thereof recorded in Map Book 26, pages 66-69 of the public records of St. Johns County, Florida ("Oceanhomes Property"). Tract B of the Oceanhomes Property is to be improved with a dune walkover providing pedestrian access to the ocean ("Dune Walkover").

B. Homeowners Association is the not for profit association responsible for the operation and maintenance of certain property more fully described as the plat of Sea Place III, Unit "A" according to plat thereof recorded in Map Book 27, pages 1-3 and Sea Place III, Unit "B" according to plat thereof recorded in Map Book 27, pages 21 - 24, of the public records of St. Johns County, Florida, and such other lands as shall be subjected to the Supplemental Declaration of Covenants, Conditions, and Restriction Sea Place III Patio Homes recorded in Official Records Book 1026, page 302 of the public records of St. Johns County, Florida (which lands are jointly referred to herein as "Sea Place III Property"). Tract A of the Sea Place III, Unit "A" is to be improved with a swimming pool, deck area and cabana (jointly referred to herein as "Recreational Facility"). (The Dune Walkover and Recreational Facility are sometimes jointly referred to herein as "Shared Facilities").

C. The Associations desire to grant to the members of the respective Associations a reciprocal non exclusive easement for ingress, egress, use, and enjoyment over and across the Shared Facilities and to provide for the maintenance, repair and operation of the Shared Facilities.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Homeowners Association hereby grants to Oceanhomes Association, all owners of any Lots within the Oceanhomes Property, their successors, assigns and mortgagees, a perpetual, nonexclusive easement for ingress, egress, use and enjoyment of the Recreational Facility, which use shall be subject to all terms and conditions of the rules and regulations properly adopted pursuant hereto.

2. Oceanhomes Association hereby grants to Homeowners Association, all owners of any Lots within the Sea Place III Property, their successors, assigns and mortgagees, a perpetual, nonexclusive easement for ingress, egress, use and enjoyment of the Dune Walkover, which use shall be subject to all terms and conditions of the rules and regulations properly adopted pursuant hereto.

3. Each Association shall have the obligation to maintain the Shared Facilities on the tracts of land owned or to be owned by each Association respectively. In connection therewith, each Association shall prepare a budget for the cost of such maintenance and repair of the Shared Facility owned by the Association, including without limitation, the normal ongoing maintenance and repair costs and expenses, reserves for capital repairs and deferred maintenance, insurance and taxes (collectively referred to herein as "Shared Facilities Expenses").

4. With thirty (30) days prior to the end of each calendar year, each Association shall deliver to the Board of Directors of the other Association, a copy of the proposed budget for the Shared Facilities Expenses for the Shared Facility owned by such Association. Provided that each budget for the Shared Facility has not increased more than ten percent (10%) over the prior year's budget, the Associations shall each adopt its respective pro rata share of the Shared Facilities Expenses for the Shared Facility on the other parcel which shall become a line item in its budget. Each Association's pro rata share shall be determined by multiplying the cost of maintenance and repair by a fraction, the denominator of which is the total number of lots or units within the Oceanhomes Property and the Sea Place III Property which are subject to a recorded plat as of January 1 of each year, and the numerator

of which the total number of lots or units platted which are owners within such Association. If the budget of either Association has increased by more than ten percent (10%) over the prior year's budget, the Associations shall cooperate in good faith to agree upon a mutually acceptable budget taking into consideration any increases due to increases made by third parties, over which the Associations have no control. The members of each Association shall also pay the prorata share of the Shared Facilities Expense for the Shared Facility on its Property.

5. If either Association fails to make its payment to the other Association on or before the tenth (10th) day of each month, then a late fee equal to five percent (5%) of the amount due shall accrue and be owing to the Association and such payment shall accrue interest at the highest rate permitted by law. The Association, for itself, all members, and any owner of land within the Oceanhomes Property or Sea Place III Property agrees that the Shared Facilities Expenses, together with any late fee, interest and costs of collection, including attorneys' fees, shall be a charge and continuing lien against the Common Property of the Association. The lien provided for by this provision shall be perfected by filing a notice of lien in the public records of St. Johns County, Florida. In the event that the Associations fail to perform their respective obligations hereunder or otherwise breach the terms and conditions of this Agreement, the other party to this Agreement may seek specific performance of the other Association obligations or may seek to foreclose the claim of lien in the same fashion as foreclosure of a mortgage.

6. In the event that the improvements constructed as a part of the Shared Facilities are destroyed, damaged or taken by condemnation or deed in lieu thereof, the Association which owns such Shared Facility shall immediately commence repair or reconstruction thereof. To the extent that the insurance proceeds are insufficient to pay for the repair or reconstruction, the necessary additional funds shall be assessed against both Associations on the same basis as the Shared Facilities Expenses as described above. In the event that the Association which owns such Shared Facility ("Defaulting Association") fails to repair or reconstruct the Shared Facility, the non Defaulting Association shall give written notice to Defaulting Association and the Defaulting Association shall have thirty (30) days to commence repair or reconstruction. If the Defaulting Association fails to commence repair or reconstruction within such time period, the non Defaulting Association may enter into a contract for the repair or reconstruction of the Shared Facility and the Defaulting Association shall assign all its rights in the insurance proceeds to the non Defaulting Association and the non Defaulting Association shall have the right to cause the Shared Facility to be reconstructed or repaired. Any shortage in the funds over and above the insurance proceeds shall be paid as provided herein.

Provided however, in the event that the repair or reconstruction of the Shared Facility shall be impossible or prohibitively expensive, then the Associations may terminate this Agreement with respect to such Shared Facility by majority vote of both Boards of Directors. Upon approval of both Boards of Directors, any remaining improvements shall be removed and the tract on which the Shared Facility was constructed may be sold, transferred, or occupied free and clear of the terms and conditions of this Agreement.

7. At least once a year, the Boards of Directors of each Association shall meet for the purpose of adopting, modifying or terminating rules and regulations for the use of the Shared Facilities. In no event may any rule, regulation or policy be adopted which has the effect of discriminating against any group of the owners within the Oceanhomes Property or the Sea Place III Property.

8. This Agreement may be modified or amended by agreement of the Boards of Directors of the Associations, without the necessity of the consents or joinder of any member or owner of the Associations, any owners or their mortgagees.

9. Miscellaneous.

a. **Governing Law and Binding Effect.** This Agreement shall be governed and construed under the laws of the State of Florida and shall inure to the benefit and be binding upon the parties hereto, their heirs, personal representatives, successors and permitted assigns.

b. **Attorneys' Fees and Costs.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including attorneys' fees for services rendered in connection therewith, including prior to and at the trial level and for appellate, post-judgment and bankruptcy proceedings.

c. Severability. Each provision of this Agreement shall be considered severable from the other provisions. If any provision herein is determined to be invalid or in conflict with any existing or future law or regulation, such determination shall not impair the operation or effect of the remaining provisions of this Agreement which will continue to be given full force and effect and shall bind the parties hereto.

d. Non-Waiver of Compliance. The failure of either party to insist on strict performance of any covenant or obligation hereunder shall not be a waiver of such party's right to demand strict compliance herewith in the future.

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

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name Lauren Owens

[Signature]  
Print Name Linda Mobley

SEA PLACE OCEANHOMES ASSOCIATION, INC.

BY: [Signature]  
Print Name ROGER M. OSTEEN  
Its President

whose address is:  
88 Marshside Drive  
St. Augustine, FL 32084

SEA PLACE III HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Print Name Lauren Owens

[Signature]  
Print Name Linda Mobley

BY: [Signature]  
Print Name ROGER M. OSTEEN  
Its President

whose address is:  
88 Marshside Drive  
St. Augustine, FL 32084

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of November, 1993, by ROGER M. OSTEEN, the \_\_\_\_\_ President of Sea Place Oceanhomes Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification and who did not take an oath.

[Signature]  
Print Name LAUREN L. OWENS  
Notary Public, State of Florida  
Commission Number: CC 1829573  
My commission expires: 11 23 2000  
(NOTARIAL SEAL)



LAUREN L. OWENS  
MY COMMISSION / C.C. 219673 EXPIRES  
November 3, 1996  
BONDED THIRD TRUST FARM INSURANCE, INC.

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 29 day of November, 1993,  
by ROGER M. DSTEEN the \_\_\_\_\_ President of Sea Place III Homeowners Association,  
Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me  
or who produced \_\_\_\_\_ ~~or identification and~~ who did not take an oath.

Print Name Lauren L. Owens  
Notary Public, State of Florida  
Commission Number: CC 275573  
My Commission Expires: 11-3-96  
(NOTARIAL SEAL)

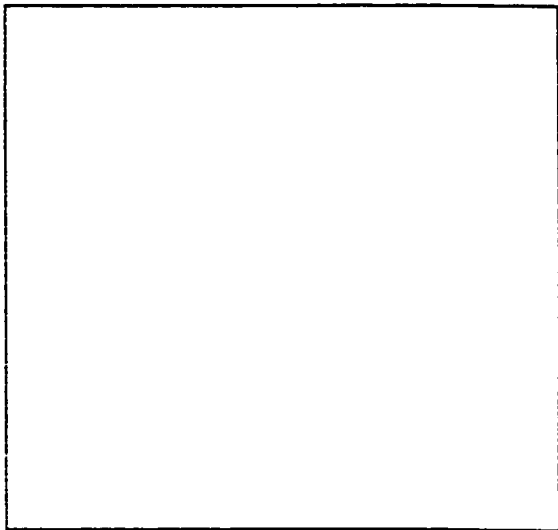


LAUREN L. OWENS  
MY COMMISSION # CC-275573 EXPIRES  
November 3, 1996  
BONDED THRU TROY FARMERS INSURANCE CO.

*Unit C*

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

**SUPPLEMENTAL DECLARATION  
OF  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
SEA PLACE III PATIO HOMES  
(Unit: C)**



*8/26/13/12*

THIS SUPPLEMENTAL DECLARATION is made this 17<sup>th</sup> day of November, 1994 by NORTH CRESCENT BEACH, LTD., a Florida limited partnership ("Declarant").

RECITALS:

A. Declarant subjected certain land owned by it to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 of the public records of St. Johns County, Florida, as supplemented in Supplemental Sea Place Declarations of Covenants, Conditions and Restrictions recorded in Official Records Book 690, page 1081 and re-recorded in Official Records Book 699, page 1515 and in Official Records Book 945, page 865, all recorded in the public records of St. Johns County, Florida (collectively referred to herein as "Declaration").

B. Pursuant to the provisions of Section 2, Article II of the Declaration, the Declarant is authorized to annex to the Existing Property certain additional property as more fully described on Exhibit "B" of the Declaration.

C. Pursuant to the provisions of Section 4, Article II of the Declaration, any supplemental declaration which subjects and annexes such additional property may include additions or modifications of the provisions of the Declaration. Declarant has developed a portion of the land subject to the Declaration to certain additional covenants and conditions as more fully set forth in Supplemental Declaration of Covenants, Conditions and Restrictions Sea Place III Patio Homes as recorded in Official Records Book 1026, page 302 of the public records of St. Johns County, Florida ("Sea Place III Declaration").

D. Declarant desires to subject the land more fully described as the land described in SEA PLACE III, UNIT C, according to plat thereof recorded in Map Book 27, pages 60, 61 and 62 of the public records of St. Johns County, Florida, ("Unit C Land") to the Declaration and the Sea Place III Declaration.

*15.00*

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

1. Additional Property; Definitions. The Unit C Land constitutes a part of the additional property more fully set forth in Exhibit "B" of the Declaration. All capitalized terms set forth herein shall have the same meaning and definition as set forth in the Declaration.

2. Annexation of Unit C Land. The Unit C Land is hereby subjected to the terms and conditions of the Declaration and the Unit C Land shall be held, sold, occupied and transferred subject to the easements, restrictions, covenants and conditions set forth in the Declaration and Sea Place III Declaration herein; which covenants, restrictions and easements are for the purpose of protecting the value and desirability of the Unit C Land and which shall run with title to the Unit C Land and shall be binding upon all parties having any right, title or interest in the Unit C Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Declarant. The Unit C Land shall be deemed to be "Property" and shall be treated in all ways the same as the land previously subject to the Declaration and Sea Place III Declaration.

3. Effect of this Supplemental Declaration. Except as supplemented herein, all terms and conditions of the Declaration and Sea Place III Declaration remain in full force and effect. Provided, however, the land described herein is not subject to the separate terms and conditions of the Supplemental Declaration of Covenants, Conditions and Restrictions for Sea Place II recorded in Official Records Book 706, page 15 as supplemented in Official Records Book 771, page 1043 or Supplemental Declaration of Covenants, Conditions and Restrictions Sea Place Ocean Homes recorded in Official Records Book 976, page 1286, all in the public records of St. Johns County, Florida, which govern and effect the lands more specifically set forth therein.

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

Signed, sealed and delivered  
in the presence of:

Kristi Coogan  
Print name: Kristi Coogan  
[Signature]  
Print name: [Signature] - SURE

NORTH CRESCENT BEACH, LTD.

By: Southern Condominium Developers, Inc.  
Its general partner

By: [Signature]  
Print name: ROGER M. O'STEEN  
Its President

(Corporate Seal)

whose address is:  
9250 Baymeadows Road, Suite 200  
Jacksonville, Florida 32256

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1994, by ROGER M. STEEN, the \_\_\_\_\_ President of Southern Condominium Developers, Inc., a Florida corporation, sole general partner of North Crescent Beach, Ltd., a Florida limited partnership, on behalf of the limited partnership. He/~~she~~ is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification.

*[Handwritten Signature]*

Notary Public, State of Florida

Lauren L. Owens

(Print or type name)

My Commission Expires:

Commission Number: LAUREN L. OWENS



MY COMMISSION # CC 228673 EXPIRES  
November 3, 1998 Notary Seal  
BONDED THRU TROY FAY INSURANCE, INC.

2122  
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**Certificate of Amendment**  
as to the amendment of the  
**Supplemental Declaration of Covenants, Conditions, and Restrictions**  
of  
**Sea Place III**

We hereby certify that, at a special meeting of Sea Place III Homeowners Association, Inc. held on June 30, 1998 at the Sea Place III Clubhouse at 4400 Hwy. A1A South, St. Augustine, Florida called to amend the Supplemental Declaration of Covenants, Conditions, and Restrictions (said Declaration being originally recorded in Official Records Book 1026 at Page 302 of the Public Records of St. Johns County, Florida and as thereafter amended), the amendment attached hereto and made a part hereof received sufficient affirmative votes to pass the amendment as required by Article XI, Paragraph 5 of the Declaration of the Conditions and Restrictions; and that as a result of the foregoing, and proper notice having been given, said amendment has been duly adopted pursuant to the aforementioned provisions of the governing documents.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 27 day of July, 1998, at St. Augustine, Florida.

(Corporate Seal)

Sea Place III Homeowners Association, Inc.

By Dale Neaville

Mr. Dale Neaville, President

Attest: Elsie Thull

Mrs. Elsie Thull, Secretary

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendments was acknowledged before me by the President of the Association, Mr. Dale Neaville who is personally known to me and the Secretary of the Association, Mrs. Elsie Thull who is personally known to me, who both personally appeared before me, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 27 day of July, 1998.

Virginia R. Matlock

Notary Public

State of Florida

My Commission Expires:



Virginia R Matlock  
My Commission CC079107  
Expires September 10, 2001

This instrument was prepared by:  
John R. Geiger, P.A.  
John R. Geiger, Esq.  
4475 US 1 South #406  
St. Augustine, FL 32086



**Amendment**  
to the  
**Supplemental Declaration of Covenants, Conditions, and Restrictions**  
of  
**Sea Place III**

New section

**Article V.**

15. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section and with additional rental rules and regulations as may be promulgated by the board from time to time.

- a. All leases of units must be in writing and the lessee must be a natural, adult person.
- b. No lease may be a period of less than two (2) weeks nor more than one (1) year.
- c. No subleasing or assignment of lease rights by the lessee is allowed.
- d. The lessee must be present during the term of the lease if minors are occupying the unit.
- e. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner.