

DECLARATION OF COVENANTS AND RESTRICTIONS  
FIRST AND SECOND PHASE OF COASTAL POINT  
A PLANNED UNIT DEVELOPMENT  
ST. JOHNS COUNTY, FLORIDA  
AND  
NOTICE OF PROVISIONS OF  
COASTAL POINT HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 5<sup>th</sup> day of September  
A.D., 1984, by Coastal Point Limited, a Florida Limited  
Partnership (hereinafter sometimes referred to as the  
"Developer");

W I T N E S S E T H :

WHEREAS, the Developer is the record owner in fee  
simple absolute of certain real property located in St. Johns  
County, Florida, and more particularly described as follows:

Property as described in Exhibit "A"  
attached hereto and made a part hereof by  
reference.

and

WHEREAS, there is a need to specify, make and  
impose covenants, and grant necessary easements for the pro-  
per use of the development, and to provide for an effective  
administration of the common areas in the development, and

WHEREAS, among other improvements to be placed upon  
said property are townhouses, each such townhouse to be  
located on its own lot, and each having one or more party  
walls, the center of each party wall being located on the  
side lot line, and

WHEREAS, the Developer has caused to be incor-  
porated in Florida a non-profit corporation known as Coastal  
Point Homeowners Association, Inc. has been formed to manager  
the common areas, collect assessments, and generally provide  
for the orderly enjoyment of Coastal Point and any future  
units of Coastal Point hereafter filed by the Developer.

NOW, THEREFORE, this declaration is made, filed and recorded by the Developer so that on the effective date hereof, the real property described above is, and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as covenants) hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the public records of St. Johns County, Florida.

# ARTICLE 1

## DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions - The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

a. "Association" shall mean and refer to Coastal Point Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns the membership of which will be the owners of "dwelling units" not only the Coastal Point development but all future units of Coastal Point filed of record in St. Johns County, Florida, by the Developer.

b. "Developer" shall mean and refer to Coastal Point Limited a Florida limited partnership, its successors and assigns.

c. "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed or leased under a long term lease to the Association and designated in the deed or lease as "common areas". The term "common areas" shall also include any tangible personal property

acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of owners, persons occupying dwelling units as a house guest or on a tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association; provided, however, that any lands or other property which is leased to the Association for use as common areas or common property, shall lose its character upon expiration of the lease.

d. "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within Coastal Point. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete and are subject to ad valorem taxes improved property.

e. "Dwelling Unit" shall mean an unimproved numbered parcel of ground or condominium unit.

f. "Architectural Control Committee" shall mean a committee appointed by the Board of Directors of the Coastal Point Homeowners Association in accordance with Section 2.3.

Section 1.2 Common Areas - The Common area property is described as follows:

Recreation Area, First Phase

A parcel of land designated "Recreation Area, First Phase" on sheet 2 of 5 of Coastal Point, a Planned Unit Development, as recorded in Map Book 15, Pages 71, 72, 73, 74 and 75, Public Records of St. Johns County, Florida; said parcel of land being part of Government Lot 3 of Section 15, Township 8 South, Range 30 East of said County; said parcel of land being more fully described as follows: Commencing at the Intersection of the South line of the North 1,130 feet of

Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of Government Lot 2 of said Section 15, a distance of 1,150.00 feet; thence South 00 degrees 45 minutes East 210 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence North 58 degrees 15 minutes East, on the Southeast line of Joey Drive, 125.00 feet; thence South 31 degrees 45 minutes East 65.00 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence North 58 degrees 15 minutes 120.00 feet; thence South 31 degrees 45 minutes East 140.00 feet; thence North 58 degrees 15 minutes East 75.00 feet; thence South 31 degrees 45 minutes East, on the West line of Monika Place, 27.92 feet to the point of a curve to the right with radius of 75 feet; thence on said curve to the right, through a central angle of 31 degrees 00 minutes, and arc distance of 40.58 feet; thence South 00 degrees 45 minutes East, on said West line of Monika Place and on a Southerly extension of said West line, 69.31 feet; thence South 89 degrees 15 minutes West 173.36 feet; thence North 31 degrees 45 minutes West 176.67 feet to the Point of Beginning.

#### Recreation Area, Second Phase

A parcel of land designated "Recreation Area, Second Phase" on sheet 2 of 5 of Coastal Point, a Planned Unit Development, as recorded in Map Book 15, Pages 71, 72, 73, 74 and 75, Public Records of St. Johns County, Florida; said parcel of land being part of Government Lot 3 of Section 15, Township 8 South, Range 30 East of said County; said parcel of land being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of said Government Lot 1 and on the South line of the North 1,130 feet of Government Lot 2 of said Section 15, a distance of 1,150 feet; thence South 00 degrees 45 minutes East 210.00 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence North 58 degrees 15 minutes East, on the Southeast line of Joey Drive, 125.00 feet to the Point of Beginning at the Northwest

corner of the herein described parcel of land; thence continuing North 58 degrees 15 minutes East, on said Southeast line of Joey Drive, 175.00 to the point of a curve to the right with radius of 20 feet; thence on said curve to the right on the corner of Joey Drive and Monika Place, through a Central Angle of 90 degrees 00 minutes, an arc distance of 31.42 feet; thence South 31 degrees 45 minutes East, tangent to said curve and on the Southwest line of Monika Place, 185.00 feet; thence South 58 degrees 15 minutes West 75.00 feet; thence North 31 degrees 45 minutes West 140.0 feet; thence South 58 degrees 15 minutes West 120.00 feet; thence North 31 degrees 45 minutes West 65.00 feet to the Point of Beginning.

The above described parcel of land is subject to a 25 foot width drainage easement described as follows:

#### Drainage Easement

A strip of land designated "25' width drainage easement" on sheet 2 of 5 of Coastal Point, a Planned Unit Development, as recorded in Map Book 15, Pages 71, 72, 73, 74 and 75, Public Records of St. Johns County, Florida; said strip of land being part of Government Lot 3 of Section 15, Township 8 South, Range 30 East of said County; said strip of land being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of said Government Lot 1 and on the South line of the North 1,130 feet of Government Lot 2 of said Section 15, a distance of 1,150 feet; thence South 00 degrees 45 minutes East 210.00 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence North 58 degrees 15 minutes East, on the Southeast line of Joey Drive, 125.00 feet to the Point of Beginning at the Northwest corner of the herein described strip of land; thence continuing North 58 degrees 15 minutes East, on said Southeast line of Joey Drive, 175.00 feet to the point of a curve to the right with radius of 20 feet; thence on said curve to the right on the corner of Joey Drive and Monika Place, through a central angle of 90 degrees 00 minutes, an arc distance of 31.42 feet; thence South 31 degrees 45 minutes East, tangent to said curve and

on the Southwest line of Monika place, 5.00 feet; thence South 58 degrees 15 minutes West 195.00 feet; thence North 31 degrees 45 minutes West 25.00 feet to the Point of Beginning.

#### Utility Site, First Phase

A parcel of land designated "Utility Site, First Phase" on sheet 2 of 5 of Coastal Point, a Planned Unit Development, as recorded in Map Book 15, Pages 71, 72, 73, 74 and 75, Public Records of St. Johns County, Florida; said parcel of land being part of Government Lots 2 and 3 of Section 15, Township 8 South, Range 30 East of said County; said parcel of land being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of said Government Lot 1 and on the South line of the North 1,130 feet of said Government Lot 2, a distance of 1.05.00 feet to the Point of Beginning at the Northeast corner of the herein described parcel of land; thence South 00 degrees 45 minutes East 101.24 feet; thence South 31 degrees 45 minutes East 189.00 feet; thence South 58 degrees 15 minutes West, on the Northeast line of Joey Drive, 220.00 feet; thence North 31 degrees 45 minutes West 144.70 feet; thence North 58 degrees 15 minutes East 82.55 feet; thence North 00 degrees 45 minutes West 210.00 feet; thence North 89 degrees 15 minutes East, on said South line of the North 1,130 feet of Government Lot 2, a distance of 95.00 feet to the Point of Beginning.

#### Green Area, First Phase

A parcel of land designated "Green Area, First Phase" on sheet 2 of 5 of Coastal Point, a Planned Unit Development, as recorded in Map Book 15, Pages 71, 72, 73, 74 and 75, Public Records of St. Johns County, Florida; said parcel of land being part of Government Lot 3 of Section 15, Township 8 South, Range 30 East of said County; said parcel of land being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North

1,130 feet of said Government Lot 1 and on the South line of the North 1,130 feet of Government Lot 2 of said Section 15, a distance of 1,150.00 feet; thence South 00 degrees 45 minutes East 210.00 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet to the Point of Beginning on the Northwest line of the herein described parcel of land; thence North 58 degrees 15 minutes East, on the South line of Joey Drive, 125.00 feet; thence South 31 degrees 45 minutes East 241.67 feet; thence North 89 degrees 15 minutes East 58.36 feet; thence South 00 degrees 45 minutes East 240.00 feet; thence South 89 degrees 15 minutes West, on the North line of the South 700 feet of said Government Lot 3, a distance of 177.00 feet; thence North 00 degrees 45 minutes West 60.00 feet; thence North 31 degrees 45 minutes West 334.86 feet; thence North 58 degrees 15 minutes East 69.40 feet to the Point of Beginning.

Section 1.3 Addition of Future Phases - No land except that described in Exhibit "A" attached hereto is at this time subject to this Declaration, but additional land may later be subjected to this Declaration in the following manner:

a. Additions by Developer as a Matter of Right. Developer shall have the absolute right, without the consent of the Association, any unit owner, or the lienor or mortgagee of any unit, whether or not elsewhere required for an Amendment of this Declaration, to amend and to reamend this Declaration to subject to this Declaration any or all of the real estate described in Exhibit "A"; provided, however, that Developer shall not be obligated to subject such real estate to this Declaration nor to subject any portion not submitted by supplementary Declaration to Covenants and restrictions the same as, or similar to, the covenants and restrictions of this Declaration.

b. Supplementary Declaration. The additions authorized under subparagraph (a) of this Article shall be made by filing in the Public Records of St. Johns County, Florida, a Supplementary Declaration which shall declare the intention of the owner to submit the additional property,

describing it, to the covenants restrictions, liens and provisions of this Declaration. The recording of the Supplementary Declaration shall extend the scheme of the covenants and restrictions contained herein. In no event, however, shall the Supplementary Declaration revoke, modify or add to the covenants and restrictions hereby made applicable to Phase I and II, except that the submission of additional property will involve changes to this Declaration in voting rights, assessment, and easement rights.

c. Additional Owners to Become Members. Upon filing such Supplementary Declaration, the owner or owners of the property subjected shall become members of the Association, and such owners and their successors in titles shall thereby acquire the rights and privileges granted to the members of the Association.

## ARTICLE II

### RESTRICTIVE COVENANTS

Section 2.1 - No lot or dwelling unit shall be used for any purpose except residential, except where otherwise designated in the approved PUD. No building or structure, including an addition or modification to a building or structure shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits a floor plan, elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and locating of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation to the lot, and any other



relevant considerations which are based on acceptable standards of planning, zoning and construction -including considerations based exclusively on aesthetic factors. No external changes, including color of paint, removal or erection of fences or barriers, construction of walkways, modification of facades, or any other changes whatsoever affecting the external appearance of completed structures may be made without the approval of the ACC.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereinafter referred to as "grounds", shall be used for normal and customary yard purposes. No structure, including an addition to a dwelling, shall be constructed or placed on the grounds without the written approval of the Committee, or except in accordance with regulations enacted by the Committee. The term "structure" as used herein shall include, but is not limited to, homes, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball court and goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc.

Section 2.3 - The Architectural Control Committee shall be composed of not less than three (3) nor more than five (5) persons. The members of the Committee shall be appointed for staggered three-year terms by the Board of Directors, Coastal Point Homeowners Association, Inc. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, the said Board shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by

and, from time to time, changed or modified by the Board of Directors of Coastal Point Homeowners Association, Inc. When the directors of such corporation deem the circumstances appropriate they shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of Coastal Point Homeowners Association. The Association shall then appoint the membership of the Architectural Control Committee which shall assume the duties and perform the functions as set forth by the Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Association.

Section 2.4 - The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be enacted on by them, by a written instrument filed with Coastal Point Homeowners Association, Inc. and serve personally or by certified mail upon all of the interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors, and the action of the Board shall be final. If there is no appeal, then the decision of the Architectural Control Committee is final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specifications (including exterior material and colors) have been certified as received by the Committee, then it shall be conclusively presumed, as to all owners and interested persons that the plans as submitted have been approved by the

Architectural Control Committee.

Section 2.5 - All front, side and rear setback and lot line construction restrictions in the development shall be as approved and adopted in the PUD application. No structure shall exceed two stories (30 feet) and the condominium buildings which shall not exceed 40 feet.

Section 2.6 - No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn or other similar structure or vehicle, shall be used or permitted to remain on any lot as storage facility or residence or living quarters, whether temporary or permanent.

Section 2.7 - No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the street (including the right of way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.8 - No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse, garage or carport.

No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten hours) or stored or otherwise permitted to remain on any lot except in a garage or carport.

Section 2.9 - No livestock, poultry or animals of any kind shall be raised, bred or kept in any dwelling unit or on any lot, provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets are over ten weeks old and shall not exceed four (4) in number, and also provided that such pets are leashed

or kept within the confines of the owner's property.

In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt additional reasonable rules and regulations regarding the keeping of dogs, cats or other domesticated household pets and specifically shall have the right to (i) require that owners keep their pets from making such noises as to disturb others; and (ii) adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.10 - No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot or dwelling unit, except an approved sign giving the name of the occupant. All signs shall be approved by the Association.

Section 2.11 - No noxious or offensive activity shall be carried on or suffered to exist upon any lot or in any dwelling unit, nor shall anything be done or permitted to exist on any lot which is a public nuisance.

Section 2.12 - No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other solid waste material. All lot shall be kept free of the accumulation of rubbish, trash, garbage or other solid waste materials, and all unsightly weeds and underbrush. All equipment used for the collection, storage, or disposal of solid waste material shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities is prohibited.

Section 2.13 - No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.2 hereof.

Section 2.14 - No discharge, overflow or accumulation of sewage effluent from any septic tank, drain field, mobile home storage tank, boat discharge system or other similar container shall be permitted to exist.

Section 2.15 - No driveway shall be constructed, maintained or altered without approval of the Architectural Control Committee.

Section. 2.16 - The owner shall assume and pay as and when the same shall become due the cost of installation and maintenance of the underground utility system from primary utility lines.

Section 2.17 - Trees situated between the building set back lines as established by the zoning ordinances of St. Johns County and the property lines, having a diameter of four inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.18 - Anyone violating the provisions of Section 2.17 will be required to replace such trees with trees of like size and condition within thirty (30) days after demand by the Architectural Control Committee. If the owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants unto the Architectural Control Committee, its agents and employees an easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.17 and this Section.

ARTICLE III

ASSOCIATION

Section 3.1 - To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in Coastal Point, a Planned Unit Development, and future units hereafter filed by the Developer, a non-profit corporation (known and designated as Coastal Point Homeowners Association, Inc., a non-profit Florida corporation), has been created. The Association shall operate and manage the streets, water system, sewage system, common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association will be submitted prior to final development plans.

Section 3.2 - The owner of each lot or dwelling unit within Coastal Point, a Planned Unit Development, and future units of Coastal Point filed in the Public Records of St. Johns County, Florida, by the Developer, shall automatically become members of the Association upon his, her or their acquisition of and ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3 - No person, corporation or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights and privileges, or be

charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation or other business entity which acquired title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4 - In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

#### ARTICLE IV

##### COVENANTS BETWEEN OWNERS OF ATTACHED RESIDENCES

Section 4.1 - Necessity for Covenants. Some residences with Coastal Point may share one or two common walls with one or two other residences. To avoid deterioration in the appearance and stability of such attached residences because of lack of proper maintenance, it is necessary that each owner fulfill certain obligations and responsibilities toward his neighbors whose dwellings are in the same building.

Section. 4.2 - Covenants. The owners of each such residence shall have the following obligations and responsibilities to each owner of an attached residence, which obligations shall constitute covenants running with the land for a period of thirty years from the date of the recordation of this instrument, and for successive ten year periods there-

after unless and until revoked by written recorded instrument signed by the majority of the record owners of the residences in Coastal Point, to-wit:

a. To maintain and keep in good repair the exterior of his residence, including specifically so much of the walls (exterior and that portion of the party wall or walls) and of the roof as are located within the boundaries of such owner's lot. If an owner fails to maintain diligently and to repair promptly any portion of his dwelling, and as a result of such failure there is damage to the person or property of the owner of an attached dwelling, or to the person or property of his family, tenants or guests, then the defaulting owner shall be liable and responsible for all such damage, and for any costs incurred in the collection thereof, including reasonable attorney's fees.

b. Not to install shutters, awnings or other decorative exterior trim, other than small exterior decorations such as address plates, name plates, decorative decals or hangings covering not more than four square feet of any facade.

c. To cooperate with his neighbor or neighbors in the painting of the trim and exterior so that the architectural integrity of each building shall be maintained. If any owner shall desire to do any painting (other than minor touch-up) on the exterior portion of his home, he shall notify the owner of each attached residence to determine if such other owner desires to have the exterior of his dwelling painted at the same time. If so, the owners shall have the work done simultaneously. If one owner desires to repaint and the owner of an attached dwelling does not, then the owner desiring to repaint may do so at his own expense, provided that he does not change the original color scheme.

d. If any dwelling owner shall violate these covenants, then any other owner of a dwelling within the same



building shall be entitled to mandatory injunctive relief, and/or damages; and if any owner seeking redress for violation of one of these covenants shall prevail, the such prevailing owner shall be entitled to all costs incurred in obtaining redress, including reasonable attorney's fees.

#### ARTICLE V

##### DESTRUCTION OF IMPROVEMENTS AND INSURANCE

The owner of each attached residence shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements in and to the unit for eighty (80%) per cent of the full replacement value. The Association shall annually make a survey and thereby determine replacement costs for insurance purposes and for all then existing improvements for the ensuing year. On the basis of said survey, the unit owner shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Association with institutional first mortgages to be named in the policy as their interest may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvement within any of the units, payment under the policy shall be made jointly to the unit owner and to the institutional holders of the mortgages on units; in the event there is no mortgage holder, the payments shall be made jointly to the unit owner and the Association and said proceeds shall be expended or disbursed as follows:

a. All association officers and employees handling funds, if applicable, shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Association, and the Association will promptly contract for

the necessary repairs to the improvements within the damaged units.

b. The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual unit or units and/or its or their appurtenances. However, where the town house project has been abandoned, the insurance proceeds shall be disbursed by the Association to the owners and mortgagees of the individual units as their interest may appear.

Under all circumstances the Association hereby has the authority to act as the agent of all owners for the purposes of compromising or settling insurance claims for damages to improvements within the units. The Association shall also obtain public liability insurance covering all of the "common areas" and insuring the Association and the unit owners as it or their interest may appear, in the minimum amount of \$250,000.00 to \$500,000.00.

#### ARTICLE VI

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 - Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot and dwelling unit shall, by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, conditions, restrictions and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- a. All annual assessments or charges, and,
- b. All special assessments or charges for the purposes set forth in Section 6.2 of this Article. Such assessments or charges shall be fixed, established, levied and collected from time to time as hereinafter provided and shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the costs of collection, including reasonable attorney's fees) 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 lot or dwelling unit such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest; collection costs and attorney's fees.

Section 6.2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement and operation of the private roads, private utilities, common areas and properties and to provide services which the Association is authorized to provide, including but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement and to acquire additions to the common areas and properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest or other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the common areas and properties at the time of conveyance to the Association. No initiation fee may be

charged to the members of the Association as a precondition to the use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years, notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 6.3 - Lots, dwelling units or commercial units owned by the Developer shall not be subject to assessment either regular or special; provided, however, that Developer shall be obligated to contribute a substantial portion of the cost of maintenance of the common properties and common area until such time as approximately 30 to 50 per cent of the total units within the development have been sold or until October 1, 1993, whichever occurs first. The assessments imposed by the Association will increase annually in connection with increases in the consumer price index and additionally, may increase or decrease by a majority vote of the Board of Directors. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the Directors of the Association. The regular assessment may be increased beyond that set in the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any

special or regular meeting of said membership of the Association.

Section 6.4 - Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit and requiring the tenant of such dwelling unit to reimburse the owner for the monthly assessment against said dwelling unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in fully force and effect so long as tenant has legal possession of the dwelling unit. On the first day of each month the owner of a dwelling unit which has been leased shall certify to the Secretary of the Association the names of all tenants who are residents of such dwelling unit as of that date.

Section 6.5 - Assessments which are not paid on or before the date same shall become due, shall be delinquent, and each delinquent assessment shall bear interest at eighteen percent (18%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the subdivision or by or for any other reason, except as provided in Section 6.3.

Section 16.6 - The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the

Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 6.7 - All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be commingled with moneys collected from other owners.

Section 6.8 - Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no members of said Association shall have the right to assign, encumber, hypothecate, pledge or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his dwelling unit or lot. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 6.9 - Recognizing that proper management and operation of the common area and properties (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within Coastal Point, a Planned Unit Development, and the present and future interests of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each

and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 6.10 - The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 6.11 - All persons, firms, corporations and other business entities, which shall acquire, by whatsoever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations and other business entities shall acquire their right, title and interest in and to the said lot or dwelling unit expressly subject to the lien right provided herein.

Section 6.12 - The lien created pursuant to the Declaration shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when same became due. The lien shall continue in effect until all sums secured by

the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorney's fees and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

#### ARTICLE VII

##### AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable and as approved by the St. Johns County Planning and Zoning Board, so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature or general scheme of development of Coastal Point, a Planned Unit Development.

In addition to the manner of amendment set forth in the preceeding paragraph, the record owners of seventy-five percent (75%) of lots or dwelling units in Coastal Point, a Planned Unit Development, and any future units of Coastal Point recorded by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person or by proxy and that at least seventy-five percent (75%) of those entitled to cast a vote approved the amendment. Such certificate, together



with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

#### ARTICLE VIII

##### USE OF COMMON PROPERTY

The common areas, as hereinabove specifically described or hereafter designated by the Developer, shall be, and the same are hereby, declared to be subject to a perpetual non-exclusive easement in favor of all the owners of lots and dwelling units lying within Coastal Point, a Planned Unit Development, as hereinabove described, and any future unit of Coastal Point hereinafter filed in the Public Records of St. Johns County, Florida by Coastal Point Homeowners Association for the use of such owners and the use of their immediate families, guests, lessees, invitees or others similarly situated for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in any existing unit of Coastal Point, a Planned Unit Development, or any future unit of Coastal Point hereafter filed in the Public Records of St. Johns County, Florida, by Coastal Point Homeowners Association with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by Coastal Point Homeowners Association.

## ARTICLE IX

COVENANTS AGAINST PARTITION AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit within Coastal Point, a Planned Unit Development, and any future unit of Coastal Point hereinafter filed in the Public Records of St. Johns County, Florida by Coastal Point Homeowners Association, Inc. is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of lots and dwelling units, it is therefore declared that the membership rights of any owner in the common areas shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the lot or dwelling unit in Coastal Point or any future unit of Coastal Point hereinafter filed in the Public Records of St. Johns County, Florida by Coastal Point Homeowners Association, Inc. provided, however, that nothing herein shall exclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of lots or dwelling units within the development for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in Coastal Point shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

## ARTICLE X

## COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provi-

sions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors and assigns of each owner, and the same shall likewise be binding upon the Developer and its successor and assigns. This Declaration shall be binding and in full force and effect for a period of thirty years from the date this Declaration is recorded, after such time this Declaration shall be automatically extended for successive ten year periods, unless an instrument signed by seventy-five percent (75%) of the then record owners of the lots or dwelling units in Coastal Point is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

#### ARTICLE XI

##### TRANSFERABILITY OF DEVELOPER'S RIGHTS

All rights reserved herein to Developer shall be fully assignable and transferable, and in the event of such assignment or transfer, the term "Developer" as used herein shall be deemed to mean and include such successor or transferee.

#### ARTICLE XII

##### SEVERABILITY

If any article, subsection, paragraph, clause or provision of this Declaration shall be invalidated, such invalidation shall in no way affect any other article, subsection, paragraph, clause or provision, and of all articles, subsections, etc., not specifically invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

COASTAL POINT LIMITED

*Reva Stuckey*  
*Talmadge Stuckey*

By: *Talmadge Stuckey*  
Its General Partner  
By: *Reva Stuckey*  
Its General Partner

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Talmadge Stuckey and Reva Stuckey, well known to me to be the General Partners of Coastal Point Limited, a Florida limited partnership, and that they acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly invested in them by said limited partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of September, A. D., 1984.

*Reva Stuckey*  
Notary Public, State of Florida  
at Large.

My Commission Expires: June 1987

DESCRIPTION OF FIRST PHASE

A parcel of land in Government Lots 2, 3 and 4, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 of an unrecorded Plat prepared by J. W. Summerville, and being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of said Government Lot 2 and of Government Lot 1 of said Section with the West right of way line of State Road No. A-1-A, a 100 foot width right of way thence South 14 degrees 55 minutes East, on said right of way line, 546.62 feet to the Point of Beginning at the Northeast corner of the herein described parcel of land; thence continuing South 14 degrees 55 minutes East, on said right of way line, 430.73 feet; thence South 89 degrees 15 minutes West 130.00 feet; thence North 14 degrees 55 minutes West 150.00 feet; thence North 89 degrees 15 minutes East on the North line of the South 700 feet of said Government Lots 3 and 4, a distance of 40.43 feet; thence North 21 degrees 05 minutes 35 seconds East 62.68 feet; thence North 14 degrees 55 minutes West 90.73 feet; thence North 30 degrees 01 minutes 15 seconds West 87.18 feet; thence South 89 degrees 15 minutes West 443.71 feet; thence South 38 degrees 15 minutes West 60.71 feet; thence South 00 degrees 45 minutes East 175.00 feet; thence South 89 degrees 15 minutes West, on said North line of the South 700 feet of Government Lots 3 and 4, a distance of 597.00 feet; thence North 00 degrees 45 minutes West 60.00 feet; thence North 31 degrees 45 minutes West 334.86 feet; thence North 58 degrees 15 minutes East 69.40 feet; thence North 31 degrees 45 minutes West 194.70 feet; thence North 58 degrees 15 minutes East 82.55 feet; thence North 00 degrees 45 minutes West 210.00 feet; thence North 89 degrees 15 minutes East, on said South line of the North 1,130 feet of Government Lot 2, a distance of 95.00 feet; thence South 00 degrees 45 minutes East 101.24 feet; thence South 31 degrees 45 minutes East 189.00 feet; thence North 58 degrees 15 minutes East 150.00 feet; thence South 31 degrees 45 minutes East 140.00 feet; thence North 58 degrees 15 minutes East 89.30 feet; thence North 89 degrees 15 minutes East 426.35 feet; thence South 14 degrees 55 minutes East 278.47 feet; thence North 89 degrees 15 minutes East 319.72 feet, to the Point of Beginning and excepting therefrom the following described parcel of land:

A parcel of land in Government Lot 3, Section 15 Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 25, 26 and 27 of an unrecorded Plat prepared by J. W. Summerville, and being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of said Government Lot 1 on the South line of the North 1,130 feet of Government Lot 2 of said Section 15, a distance of 1,150 feet; thence South 00 degrees 45 minutes East 210 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence North 58 degrees 15 minutes East 125.00 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 58 degrees 15 minutes East 175.00 feet to the point of a curve to the right with radius of 20 feet; thence on said curve to the right, through a central angle of 90 degrees 00 minutes, an arc distance of 31.42 feet; thence South 31 degrees 45 minutes East, tangent to said curve, 185.00 feet; thence South 58 degrees 15 minutes West 75.00 feet; thence North 31 degrees 45 minutes West 140.00 feet; Thence South 58 degrees 15 minutes West 120 feet; thence North 31 degrees 45 minutes West 65.00 feet to the Point of Beginning.

DESCRIPTION OF SECOND PHASEPARCEL ONE

A parcel of land in Government Lots 3 and 4, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 28, 29 and 30 of an unrecorded Plat prepared by J. W. Summerville, and being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section with the West right of way line of State Road

No. A-1-A, a 100 foot width right of way; thence South 14 degrees 55 minutes East on said right of way line 827.35 feet; thence South 89 degrees 15 minutes West, on the North line of the South 700 feet of said Government Lots 3 and 4, a distance of 89.57 feet to the Point of Beginning at the Southeast corner of the herein described parcel of land; thence continuing South 89 degrees 15 minutes West on said North line of the South 700 feet of Government Lots 3 and 4, a distance of 523.43 feet; thence North 00 degrees 45 minutes West 175.00 feet; thence North 38 degrees 15 minutes East 60.71 feet; thence North 89 degrees 15 minutes East 443.71 feet; thence South 30 degrees 01 minute 15 seconds East 87.18 feet; thence South 14 degrees 55 minutes East 90.73 feet; thence South 21 degrees 05 minutes 35 seconds West 62.68 feet to the Point of Beginning.

PARCEL TWO

A parcel of land in Government Lots 1, 2, 3 and 4, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 23, 24, 25, 26, 27 and 28 of an unrecorded Plat prepared by J. W. Summerville and being more fully described as follows:

Beginning at the intersection of the South line of the North 1,130 feet of said Government Lots 1 and 2 of said Section with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 14 degrees 55 minutes East on said right of way line 546.62 feet; thence South 89 degrees 15 minutes West 319.72 feet; thence North 14 degrees 55 minutes West 278.47 feet; thence South 89 degrees 15 minutes West 426.35 feet; thence South 58 degrees 15 minutes West 89.30 feet; thence North 31 degrees 45 minutes West 140.00 feet; thence South 58 degrees 15 minutes West 150.00 feet; thence North 31 degrees 45 minutes West 189.00 feet; thence North 00 degrees 45 minutes West 101.24 feet; thence North 89 degrees 15 minutes East, on said South line of the North 1,130 feet of Government Lots 1 and 2, a distance of 1,055.00 feet to the Point of Beginning.

PARCEL THREE

A parcel of land in Government Lot 3, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 25, 26 and 27 of an unrecorded Plat prepared by J. W. Summerville and being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of said Government Lot 1 and on the South line of the North 1,130 feet of Government Lot 2 of said Section 15, a distance of 1,150.00 feet; thence South 00 degrees 45 minutes East 210.00 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence North 58 degrees 15 minutes East 125.00 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 58 degrees 15 minutes East 175.00 feet to the point of a curve to the right with radius of 20 feet; thence on said curve to the right, through a central angle of 90 degrees 00 minutes, an arc distance of 31.42 feet; thence South 31 degrees 45 minutes East, tangent to said curve, 185.00 feet; thence South 58 degrees 15 minutes West 75.00 feet; thence North 31 degrees 45 minutes West 140.00 feet; thence South 58 degrees 15 minutes West 120.00 feet; thence North 31 degrees 45 minutes West 65.00 feet to the Point of Beginning.

DESCRIPTION OF THIRD PHASE

A parcel of land in Government Lots 2 and 3, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 23, 24, 25, 26, 27, 28, 29 and 30 of an unrecorded Plat prepared by J. W. Summerville, and being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of said Government Lot 2 and of Government Lot 1 of said Section with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence south 89 degrees 15 minutes West, on said South line of the North 1,130 feet of Government Lots 1 and 2, a distance of 1,150.00 feet to the Point of Beginning at the Northeast corner of the herein described parcel of land;

thence South 00 degrees 45 minutes East 210.00 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence South 58 degrees 15 minutes West 69.40 feet; thence South 31 degrees 45 minutes East 334.86 feet; thence South 00 degrees 45 minutes East 60.00 feet; thence South 89 degrees 15 minutes West, on the North line of the South 790 feet of said Government Lot 3, a distance of 1,078 feet more or less; thence meandering Northerly on the East edge of the marsh of the Matanzas River 1,100 feet more or less; thence North 89 degrees 15 minutes East on said South line of the North 1,130 feet of Government Lot 2, a distance of 868 feet more or less to the Point of Beginning.

DRAINAGE EASEMENT-PART OF PHASE TWO, PARCEL THREE

A strip of land in Government Lot 3, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, also being part of Lots 25 and 26 of an unrecorded Plat prepared by J. W. Summerville, and being more fully described as follows:

Commencing at the intersection of the South line of the North 1,130 feet of Government Lot 1 of said Section 15 with the West right of way line of State Road No. A-1-A, a 100 foot width right of way; thence South 89 degrees 15 minutes West, on said South line of the North 1,130 feet of Government Lot 1 and on the South line of the North 1,130 feet of Government Lot 2 of said Section 15 a distance of 1,150.00 feet; thence South 00 degrees 45 minutes East 210.00 feet; thence South 58 degrees 15 minutes West 82.55 feet; thence South 31 degrees 45 minutes East 194.70 feet; thence North 58 degrees 15 minutes East 125.00 feet to the Point of Beginning at the Northwest corner of the herein described strip of land; thence continuing North 58 degrees 15 minutes East 175.00 feet to the point of a curve to the right with radius of 20 feet; thence on said curve to the right, through a central angle of 90 degrees 00 minutes, an arc distance of 31.42 feet; thence South 31 degrees 45 minutes East, tangent to said curve, 5.00 feet; thence South 58 degrees 15 minutes West 195.00 feet; thence North 31 degrees 45 minutes West 25.00 feet to the Point of Beginning.