

79 11769

EASEMENT

REC 425 PAGE 67

RWO/SIO/TWO 223  
 ER No. 7  
 Pole No.

Section 4  
 Township 7 S  
 Range 30 E

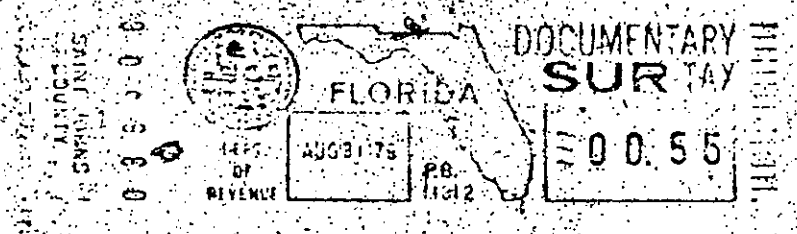
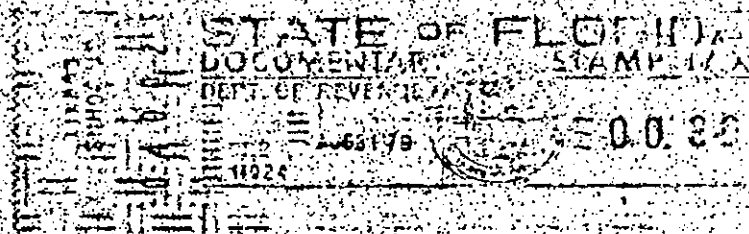
August 17, 1979

FLORIDA POWER & LIGHT COMPANY  
 Miami, Florida

Gentlemen:

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time, with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

See Exhibit "A" attached hereto and made a part hereof.



THIS INSTRUMENT WAS PREPARED BY  
 JOHN SEFTON, ATTORNEY  
 800 BARRETT BANK BUILDING  
 JACKSONVILLE, FLORIDA 32202

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on August 6, 1979.

Signed, sealed and delivered  
 in the presence of:

Seaside Capers, Inc.

By: Fred C. Jackson PRESIDENT  
 Attest: Thomas Gay SECRETARY

(Corporate Seal)

STATE OF FLORIDA AND COUNTY OF Duval

I HEREBY CERTIFY that before me, personally appeared Fred C. Jackson

President and Secretary of Seaside Capers, Inc.

a Corporation organized under the Laws of the State of Florida to me known to be the persons described in and who executed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 17 day of August 1979.

My commission expires: Notary Public, State of Florida at Large  
 My Commission Expires July 15, 1983  
 Binded By American Ins & Casualty Company

Notary Public, State of Florida at Large

FORM 1729A REV. 2/71

COUNTY OF DUVAL )

WITNESS my hand and official seal in said County and State this 6 day of August, 1979.

My Commission Expires: Nov. 1, 1982

EXHIBIT "A"

CHARLES C. BASSETT & ASSOCIATES, INC.  
Surveyors, Engineers & Land Planners  
215 Central Expressway  
Jensen Beach, Florida 33415  
Phone (407) 336-1133

**bassett**

June 14, 1979

DEF 425 PAGE 69  
REC

Description of Easement for Utilities for Florida Power & Light Company

Part of Lots 6, 7, 8 and 9, Block Y and part of Lots 7 and 8, Block YY, Surfside, as recorded in Plat Book 4, Page 32 of the public records of St. Johns County, Florida and being more particularly described as follows:

A strip of land 10 feet wide, lying 5 feet on either side of the following described centerline.

For a point of reference, commence at the Southwest corner of said Lot 9, Block Y, Surfside; run thence North  $16^{\circ} 18' 23''$  West, a distance of 231.00 feet to the point of beginning.

From the point of beginning thus described, run North  $73^{\circ} 44' 37''$  East, a distance of 100 feet; thence South  $16^{\circ} 18' 23''$  East, a distance of 16 feet; thence North  $73^{\circ} 44' 37''$  East, a distance of 104.33 feet; thence South  $09^{\circ} 59' 08''$  East, a distance of 102.17 feet to a point of termination, which point is hereafter referred to as Reference Point "A"; together with a strip of land 10 feet wide whose Southerly boundary is described as follows:

Commencing at Reference Point "A" run thence North  $79^{\circ} 43' 05''$  West, a distance of 55.88 feet to the P.C. of a curve to the left, said curve being concave to the Southeast and having a radius of 110 ft. and being subtended by a chord bearing and distance of South  $87^{\circ} 00' 46''$  West, 50.50 feet; thence run Southwesterly along the arc of said curve through a central angle of  $26^{\circ} 32' 18''$ , an arc distance of

Page Two (2)  
June 14, 1979

DEF 425 PAGE 70  
REC

50.95 feet to the point of tangency of said curve; run thence South  $73^{\circ} 44' 37''$  West, a distance of 19 feet to a point of termination.

Together with a strip of land 10 feet wide whose Southerly boundary is described by the following line; From Reference Point "A", commence at the point of curvature of a curve concave to the Northwest, said curve having a radius of 50 feet and being subtended by a chord bearing and distance of North  $78^{\circ} 25' 40''$  East, 37.22 feet; run thence Northeasterly along the arc of said curve through a central angle of  $43^{\circ} 42' 30''$ , an arc distance of 38.14 feet to the point of tangency of said curve; run thence North  $56^{\circ} 34' 25''$  East, a distance of 14.56 feet to a point hereafter referred to as Reference Point "B"; together with a 10 foot wide strip of land which strip of land runs along the outside of a curve, which is concave to the Southwest; the inside dimension of said strip of land being described as follows:

Commence at Reference Point "B"; run thence along a curve having a radius of 30 feet through a central angle of  $228^{\circ} 11' 23''$ , an arc distance of 119.48 feet to a point of termination, said point bearing South  $57^{\circ} 31' 16''$  East, a distance of 54.77 feet from Reference Point "B"; together with a 10 foot strip of land lying 5 feet on either side of the following described centerline;

For a point of reference, commence at the Southwest corner of said Lot 9, Block Y, Surfside and run North  $73^{\circ} 44' 37''$  East, a distance of 123 feet; thence North  $08^{\circ} 27' 34''$  West, a distance of 87.39 feet to the point of beginning; hereafter referred to as Reference Point "C";

Page Three (3)  
June 14, 1979

REG 425 PAGE 71

From the point of beginning thus described, run North  $48^{\circ} 56' 29''$  East, a distance of 64.03 feet to a point of termination in Reference Point "A"; together with a 10 foot wide strip of land whose Northerly boundary is the following described line:

Commence at Reference Point "C" for the point of beginning; run thence South  $79^{\circ} 43' 05''$  East, a distance of 40 feet to the point of curvature of a curve to the left, said curve being concave to the Northwest, having a radius of 100 feet and being subtended by a chord bearing and distance of South  $89^{\circ} 10' 18''$  East, 32.85 feet; thence run Southeasterly along the arc of said curve through a central angle of  $18^{\circ} 54' 27''$ , an arc distance of 33 feet to a point of termination; together with a 10 foot wide strip of land whose Northerly boundary is the following described line:

Commence at Reference Point "C"; run thence North  $79^{\circ} 43' 05''$  West, a distance of 15.88 feet to the P.C. of a curve to the left, said curve being concave to the Southeast, having a radius of 60.00 feet and being subtended by a chord which bears South  $87^{\circ} 00' 46''$  West, 27.54 feet; thence run Southwesterly along the arc of said curve, through a central angle of  $26^{\circ} 32' 18''$ , an arc distance of 27.79 feet to the P.T. of said curve; thence South  $73^{\circ} 44' 37''$  West, a distance of 35 feet to a point of termination.

Page Three (3)  
June 14, 1979

REC 425 PAGE 72

From the point of beginning thus described, run North  $48^{\circ} 56' 29''$  East, a distance of 64.03 feet to a point of termination in Reference Point "A"; together with a 10 foot wide strip of land whose Northerly boundary is the following described line:

Commence at Reference Point "C" for the point of beginning; run thence South  $79^{\circ} 43' 05''$  East, a distance of 40 feet to the point of curvature of a curve to the left, said curve being concave to the Northwest, having a radius of 100 feet and being subtended by a chord bearing and distance of South  $89^{\circ} 10' 18''$  East, 32.85 feet; thence run Southeasterly along the arc of said curve through a central angle of  $18^{\circ} 54' 27''$ , an arc distance of 33 feet to a point of termination; together with a 10 foot wide strip of land whose Northerly boundary is the following described line:

Commence at Reference Point "C"; run thence North  $79^{\circ} 43' 05''$  West, a distance of 15.88 feet to the P.C. of a curve to the left, said curve being concave to the Southeast, having a radius of 60.00 feet and being subtended by a chord which bears South  $87^{\circ} 00' 46''$  West, 27.54 feet; thence run Southwesterly along the arc of said curve, through a central angle of  $26^{\circ} 32' 18''$ , an arc distance of 27.79 feet to the P.T. of said curve; thence South  $73^{\circ} 44' 37''$  West, a distance of 35 feet to a point of termination.

FILED AND RECORDED IN  
PUBLIC RECORDS  
ST. JOHNS COUNTY

1979 AUG 31 PM 1:54

*Oliver T. [Signature]*  
CLERK CIRCUIT COURT

79 16202

REC 431 PAGE 423

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 21 day of November, 1979, by SEASIDE CAPERS, INC. ("Seaside").

WHEREAS, Seaside is the owner of certain real property described on Exhibit A attached hereto, and

WHEREAS, Seaside desires to subject the property described on Exhibit A attached hereto to certain mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein collectively referred to as "Covenants" for the benefit of the property described on Exhibits A and B attached hereto and the owners of all or part thereof; and

WHEREAS, Seaside has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Seaside has incorporated under the laws of the State of Florida, as a non-profit corporation, SEASIDE CAPERS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Seaside hereby declares and imposes upon the real property described on Exhibit A attached hereto the following covenants which shall run with the title to the real property described on Exhibit A attached hereto, and the grantees of any deed conveying all or any part of the real property described on Exhibit A attached hereto shall be deemed by the acceptance of deed to have agreed to the terms and conditions of and to be bound by these Covenants.

ARTICLE I  
DEFINITIONS

SECTION 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to SEASIDE CAPERS HOMEOWNERS ASSOCIATION, INC. its successors and assigns.

THIS INSTRUMENT WAS PREPARED BY:  
LORI T. MOORHOUSE  
MAHONEY HADLOW & ADAMS  
500 625 1111 BAY BUILDING  
PORT OF THE SEA BOAT 4003  
JACKSONVILLE, FLORIDA 32201

RETURN TO: LORI T. MOORHOUSE  
MAHONEY HADLOW & ADAMS  
POST OFFICE BOX 4099  
JACKSONVILLE, FLORIDA 32201

(b) The "Property" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibit B attached hereto and made a part hereof.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of common properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to every person or entity who holds membership in the Association.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of St. Johns, State of Florida, and is more particularly described on Exhibit A which is attached hereto and made a part hereof, all of which real property shall hereinafter be referred to as "The Property."

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 2. Voting Rights. Members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member and their invitees, licensees, guests and tenants shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

SECTION 2. Title to Common Properties. The Developer agrees to convey title to the Common Properties to the Association free and clear of all liens and encumbrances, except those easements created pursuant to Article V hereof and an easement now in existence in favor of Florida Power and Light Company to facilitate electric service to the Common Properties, prior to the conveyance of any lot described on attached Exhibit A.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Bylaws, to suspend the voting rights and right to use of recreational facilities by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said common properties and the rights of such mortgage in said common properties shall be subordinate to the rights of the homeowners hereunder.

SECTION 4. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Properties to his tenants, or contract purchasers who reside on the property.

#### ARTICLE V UTILITIES EASEMENTS

The Property is expressly made subject to and Seaside hereby dedicates for the benefit of all Lot Owners such easements as are necessary for the servicing and maintenance of sewage lines now in place and wells and water lines now in place or to be located on or below the Property, provided however Seaside covenants and agrees that such easements shall not be located beneath existing residences nor beneath that portion of any undeveloped lot on which a residence will be located.

#### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Assessments and Special Assessments. Declarant for each lot owned within the properties shall be deemed to covenant and agree, and each owner of any lot, except those exempt under Section 11 of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association monthly assessments or charges and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the properties.

SECTION 3. Basis and Maximum of Annual Assessments. Each lot shall, as of the date set under Section 8 hereof, be subject to a monthly assessment of not more than \$ 30.00. The Board of Directors shall fix the monthly assessment within the maximum amount and may raise or lower said monthly assessment amount within said maximum as they may deem necessary in their discretion. The initial monthly assessment is established at \$ 10.00 for each lot.

SECTION 4. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, the Association may change the maximum of the assessment fixed by Section 3 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

SECTION 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots, provided, that, the rate set for the lots owned by Seaside shall be fixed at one-third (1/3) the assessment rate for the other lots.

SECTION 7. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 8. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common properties. The Board of Directors shall fix the amount of the monthly assessment at least 10 days in advance of said commencement date and any change in the monthly assessment must be fixed by the Board of Directors at least 30 days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. 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. Such certificate shall be conclusive evidence of the facts stated therein.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within 30 days after the delinquent date, the assessment shall bear

interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the administrator of Veterans affairs, whether such contract is recorded or not. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Florida. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by St. Johns County and devoted to public use;
- (b) All Common Properties as defined in Article I, Section 1 hereof.

#### ARTICLE VII EXTERIOR MAINTENANCE

SECTION 1. Maintenance of Grounds. The structures and grounds of each lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to so do the Association may, at its option, after giving the owner

thirty (30) days written notice sent to his last known address, have the grass, weeds, and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot.

**SECTION 2. Structural Maintenance.** Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Association may, at its option, after giving the owner six (6) months written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.

**SECTION 3. Assessment of Cost.** The cost of such maintenance referred to in Sections 1 and 2 of this Article shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such lot is subject under Article VI hereof.

**SECTION 4. Access at Reasonable Hours.** For the purpose solely of performing the maintenance referred to in Section 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any business day.

#### ARTICLE VIII COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon Lot and Common Properties for the benefit of each other Lot and Common Properties, and may be enforced by any Owner of a Lot or of the Common Properties.

**SECTION 1.** No lot shall be used except for residential purposes, provided however residences need not be owner occupied but may be rented. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

**SECTION 2.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Seaside as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The living area of the main structure, exclusive of one-story open porches and grates, shall be not less than 1500 square feet.

REC 434 PAGE 441

SECTION 3. The construction of all improvements must be completed no later than twelve (12) months from the date of purchase.

SECTION 4. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, and no fence or wall shall be erected in front of a residence.

SECTION 5. Within the easements, reserved for installation and maintenance of utilities and drainage facilities, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

SECTION 7. No animals, livestock or poultry of any kind shall be reared, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

SECTION 8. No signs other than signs indicating personal identification of the owner or the address of the improvements, or a reasonably sized for sale or rent sign shall be displayed on any lot.

SECTION 9. No vehicles other than passenger automobiles or small pleasure water craft may be parked in any carport nor on the roadway, but must be parked behind residences, in garages or otherwise hidden from public view. Recreational vehicles may only be parked on the property for purposes of loading and unloading passengers and supplies and such loading and unloading operations shall be limited to no more than a total of 24 hours in any 72 hour period.

ARTICLE IX  
GENERAL PROVISIONS

OFF REC 434 PAGE 442

SECTION 1. Duration. The Covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and restrictions signed by the then Owners of seventy-five percent of the Lots has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These covenants and restrictions may be amended during the first five years from the date of this Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided however that so long as Seaside owns three or more lots within the subdivision, Seaside may amend these covenants by an instrument signed by not less than fifty (50%) percent of the lot Owners. Any amendment must be properly recorded.

SECTION 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 4. Construction Easement. If any portion of an exterior wall of a residence is situated within three feet of any adjoining lot line, a valid easement shall and does exist, three feet in width along the adjoining lot and adjacent to the said lot line which easement may be used for the purpose of construction, reconstruction and maintenance of said exterior wall of a residence that is situated within three feet from the nearest point of said easement. The Owner of any lot subject to this easement shall not erect or build any structure upon or over said easement which will interfere with the purposes of said easement.

SECTION 5. Maintenance Easement. If any portion of a residence encroaches upon the Common Properties or upon the easement of any adjoining lot established under the provisions of Section 4 above, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

SECTION 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. Severability. invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 8. PHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties and amendment of this Declaration of Covenants and restrictions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 day of November, 1979.

SEASIDE CAPERS, INC.

Signed, sealed and delivered in the presence of:

Nancy H. Davis

By Fred C. Jackson President  
J. Thomas Bain Secretary

STATE OF FLORIDA )  
COUNTY OF DUVAL ) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 1979, by Fred C. Jackson and J. Thomas Bain, the President and Secretary respectively of SEASIDE CAPERS, INC., a Florida corporation, on behalf of the corporation.

Gloria Jefferson Moorhouse  
NOTARY PUBLIC, State of Florida  
at Large

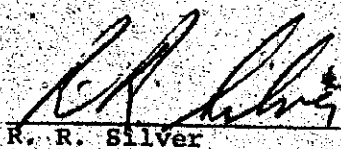
My Commission Expires:

-11- Notary Public, State of Florida at Large  
My commission expires Aug. 27, 1982

REC 431 MAR 444

Joinder

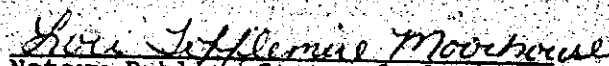
The undersigned R.R. Silver, having an equitable interest in the Property as a result of having entered into that certain Purchase and Sale Agreement dated September 7, 1979 for the purchase of a Lot, hereby joins in the execution of, consents to, and agrees to be bound by this Declaration of Covenants and Restrictions.

  
R. R. Silver

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 21st day of November, 1979, by R. R. Silver.

  
Notary Public, State of Florida  
at Large

My Commission Expires: \_\_\_\_\_

Notary Public, State of Florida at Large  
My commission expires Aug. 27, 1982

EXHIBIT "A"

PARCEL "A": A part of Lots Five (5) and Six (6) of Block "Y" of SURFSIDE according to Plat thereof recorded in Plat Book 4, page 32, of the public records of St. Johns County, Florida, particularly described as follows: Beginning at a point on the West line of said Lot Five (5) 39 feet Southerly from the Northwest corner of said lot, run thence Southerly along the West line of said Lots Five (5) and Six (6) 71 feet to the Southwest corner of Lot Six (6), run thence Easterly along the South line of said Lot Six (6) 80 feet to a point, run thence Northerly parallel to the West line of said Lots Five (5) and Six (6) and 80 feet therefrom, 71 feet to a Point in Lot Five (5) 16 feet North of the South line of said Lot Five (5), run thence Westerly parallel to the South line of said Lot Five (5) 80 feet to Point of Beginning.

PARCEL "B": Lots 6, 7, 8, and 9 of Block "YY"; the East 25 feet of the West 105 feet of the South 16 feet of Lot 5 of Block "Y"; the East 120 feet of Lot 6 of Block "Y"; all of Lots 7, 8, and 9 of Block "Y"; and that part of vacated Ocean Boulevard lying between the North line of said Lots 6 extended across said Boulevard and the South line of said Lots 9 extended across said Boulevard; all in Unit "A" of SURFSIDE as recorded in Map Book 4, page 32, public records of St. Johns County, Florida.

TOGETHER WITH, but without warranty of title, all riparian rights to the Atlantic Ocean, and all rights of usage and enjoyment of the beach, all as pertinent to the above-described real property.

COMMON PROPERTY

A portion of Lots 6, 7, 8 and 9, Block YY, as shown on plat of Unit "A", of Surfside, recorded in Map Book 4, Page 32 of the public records of St. Johns County, Florida, being more particularly described as follows: For a point of reference, commence at the intersection of the Northerly Right of Way line of Holly Avenue (a 50 foot right of way, as now established) with the Easterly Right of Way line of State Road 1A (a 66 foot right of way, as now established and formerly known as Coastal Highway), said point of intersection being the Southwest corner of Block Y of aforesaid Plat; run thence North  $16^{\circ}18'23''$  West, along said Easterly Right of Way line of State Road 1A, 134.98 feet to the point of curve of a curve to the right; run thence Northeasterly (departing from said Easterly Right of Way line of State Road 1A) around a 20 foot radius curve, concave to the Southeast, an arc distance of 31.43 feet to the point of tangency of said curve, said arc being subtended by a chord which bears North  $28^{\circ}43'07''$  East, 28.30 feet; run thence on a tangent bearing of North  $73^{\circ}44'37''$  East, a distance of 73.91 feet to the point of curvature of a curve to the right, said curve being concave to the Southeast and having a radius of 60.00 feet; run thence Northeasterly around said curve, an arc distance of 27.79 feet to the point of tangency of said curve, said arc being subtended by a chord which bears North  $87^{\circ}00'46''$  East, 27.54 feet; run thence on a tangent bearing of South  $79^{\circ}43'05''$  East, a distance of 55.88 feet to the point of curvature of a curve to the left, said curve being concave to the Northwest and having a radius of 100.00 feet; run thence Northeasterly around said curve, an arc distance of 76.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing North  $78^{\circ}25'40''$  East, 74.45 feet; run thence on a tangent bearing of North  $56^{\circ}34'25''$  East, a distance of 36.92 feet to the point of curvature of a curve to the left, said curve being concave to the Southwest and having a radius of 30.00 feet (a radial line from said point of curvature bearing North  $33^{\circ}25'35''$  West, 30.00 feet); run thence Northeasterly around said curve, an arc distance of 46.67 feet to the point of beginning for this description.

From the point of beginning thus described, run thence North  $56^{\circ}26'28''$  East, a distance of 102.81 feet; run thence North  $23^{\circ}33'32''$  West, a distance of 97.11 feet to the Northerly line of the aforementioned Lot 6; run thence North  $73^{\circ}44'37''$  East, along said Northerly line, a distance of 100.82 feet to the Northeast corner of said Lot 6; run thence along the Easterly line of said Lots 6, 7, 8 and 9, Block YY, South  $23^{\circ}33'32''$  East, a distance of 221.80 feet to the Southeast corner of said Lot 9; run thence South  $73^{\circ}44'37''$  West, along the Southerly line of said Lot 9, a distance of 100.82 feet; thence North  $23^{\circ}33'32''$  West, a distance of 114.69 feet; run thence South  $66^{\circ}26'28''$  West, a distance of 102.93 feet to a point lying in the aforementioned 30 foot radius curve; run thence Northwesterly around said curve, an arc distance of 10.05 feet to the point of beginning, (said arc being subtended by a chord which bears North  $22^{\circ}57'02''$  West, 10.00 feet).

SUBJECT TO: a 10 foot Florida Power and Light Company Utility Easement.

A portion of Lots 8 and 9, Block Y, as shown on plat of Unit "A" of Surfside, recorded in Map Book 4, Page 32, of the public records of St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the Northerly Right of Way line of Holly Avenue (a 50 foot right of way, as now established) with the Easterly Right of Way line of State Road 1A (a 66 foot right of way, as now established, and formerly known as Coastal Highway) said point of intersection being the Southwest corner of the aforementioned Block "Y"; run thence North  $16^{\circ}18'23''$  West along the Westerly line of said Block "Y" and along the aforementioned Easterly Right of Way line of State Road 1A, a distance of 55.0 feet to the Southwest corner of the aforementioned Lot 9, and the point of beginning for this description.

From the point of beginning thus described, continue North  $16^{\circ}18'23''$  West, along said Easterly Right of Way line of State Road 1A, a distance of 79.98 feet to the point of curvature of a curve to the right, said curve being concave to the Southeast, and having a radius of 20.00 feet; run thence Northeasterly, around said curve, an arc distance of 31.43 feet to the point of tangency of said curve, said arc being subtended by a chord which bears North  $28^{\circ}43'07''$  East, 28.30 feet; run thence on a tangent bearing of North  $73^{\circ}44'37''$  East, a distance of 44.98 feet; run thence South  $15^{\circ}18'23''$  East, parallel with the aforementioned Easterly Right of Way line of State Road 1A, a distance of 100.00 feet to the Southerly line of the aforementioned Lot 9; run thence South  $73^{\circ}44'37''$  West, along said Southerly line, a distance of 65.00 feet to the point of beginning.

SUBJECT TO: a 10 foot Florida Power and Light Company Utility Easement.

1949 DEC 15 AM 9 42

*William J. ...*  
NOTARY PUBLIC

AMENDMENT NO. 1 TO THE DECLARATION  
OF COVENANTS AND RESTRICTIONS

90 29311

THIS AMENDMENT NO. 1 to the Declaration of Covenants and Restrictions of SEASIDE CAPERS is made this 22nd day of October, 1990, by SEASIDE CAPERS, INC. ("Seaside"), which is the owner of six (6) of the twelve (12) <sup>2nd</sup> lots in the subdivision developed on the real property described hereinbelow.

WHEREAS, the real property described in Exhibit "A" attached hereto was subjected to those certain covenants and restrictions dated November 2, 1979, and recorded in Official Records Volume 434, Pages 432 et. seq. of the public records of St. Johns County, Florida; and

WHEREAS, the undersigned have deemed it desirable to amend certain provisions of the aforesaid covenants and restrictions; and

WHEREAS, Section 2 of Article IX of the aforesaid covenants and restrictions provides the procedures for amending the covenants and restrictions.

NOW, THEREFORE, the aforesaid covenants and restrictions are hereby amended as set forth hereinbelow:

1. Section 2 of Article IX is deleted in its entirety and the following is inserted in lieu thereof:

"Section 2. Amendments. These covenants and restrictions may be amended during the first five years from the date of this Declaration, by an instrument signed by not less than ninety percent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, provided however that so long as Seaside owns three (3) or more lots within the subdivision, Seaside may amend these covenants by an instrument signed by Seaside alone or together with one or more of the other lot owners."

2. The following sentence is added at the end of Section 6 of Article IX:

"A reasonable attorney's fee to be determined by the court together with the costs of such a proceeding shall be awarded to the prevailing party."

IN WITNESS WHEREOF, the undersigned owner of at least fifty percent (50%) of the lots located on the property described on Exhibit "A" have hereunto set its hand and seal this 22nd day of October, 1990.

SEASIDE CAPERS, INC.

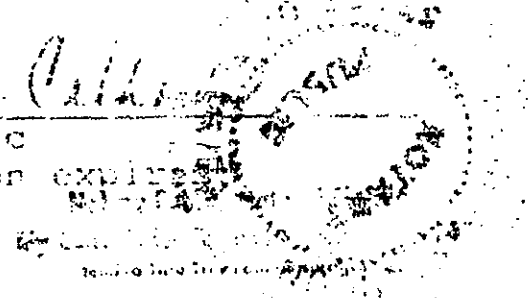
By: *Fred Jackson, Jr.*  
Fred Jackson, Jr., President  
*Seal*  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared FRED JACKSON, JR., President of SEASIDE CAPERS, INC., who, first being duly sworn, deposes and says that the foregoing Amendment No. 1 to the Declaration of Covenants and Restrictions is the act, deed and agreement of SEASIDE CAPERS, INC., a Florida corporation, and that the same has been duly executed by its President for the uses and purposes therein expressed.

*Ann H. Calhoun*  
Notary Public

My Commission expires



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

50 NOV 20 1990

*Ann H. Calhoun*  
CLERK OF DISTRICT COURT