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Return To
Lawyer/K...
Suite 7045
2507 32086
St. Johns
County

RESTRICTIVE COVENANTS APPERTAINING TO
CEDAR RIDGE SUBDIVISION

THIS DECLAPATION, made this 14th day of MARCH, 1997, by
HAIRSTREAK DEVELOPMENT CORP. with its principal place of business
at 2507 U.S. Highway 1, Suite 7045, St. Augustine, St. Johns
County, Florida. (Hereinafter sometimes referred to as the
"Developer");

WITNESSETH:

WHEREAS, the Developer is the record owner in fee simple ab-
solute of certain real property located in St. Johns County,
Florida, and more particularly described in the "Schedule of Legal
Description" which is attached hereto as Exhibit "A" and made a
part hereof, and

WHEREAS, in accordance with the applicable provisions of State
law and local ordinance, the Developer caused the above-described
real property to be subdivided into a platted subdivision known as
"CEDAR RIDGE SUBDIVISION", and a series of subdivision plats
thereof duly filed in the Office of Clerk of the Circuit Court, St.
Johns County, Florida, on November 14, 1996, and recorded in Map
Book 31, at Pages 31 through 36 inclusive, of the Public Records of
St. Johns County, Florida, and

WHEREAS, it is the present intention of the Developer to
develop CEDAR RIDGE SUBDIVISION as a residential subdivision, and

WHEREAS, the Developer has subdivided CEDAR RIDGE SUBDIVISION
into lots upon which a single dwelling unit shall be constructed
and tracts upon which it is anticipated that several dwelling units
will be constructed, and

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

WHEREAS, the Developer has caused to be incorporated in
Florida, a non-profit corporation known as CEDAR RIDGE HOMEOWNERS
ASSOCIATION, INC., which has been or will be formed to manage the
common areas, collect assessments, provide maintenance and other
general matters and generally provide for the orderly enjoyment of
CEDAR RIDGE SUBDIVISION and any future units of CEDAR RIDGE
SUBDIVISION hereafter filed by Developer, and

WHEREAS, the Developer has caused to be formed the CEDAR RIDGE
ARCHITECTURAL CONTROL COMMITTEE to review, oversee, approve and
restrict outside decor of finished structures.

NOW THEREFORE, this Declaration is made, filed and recorded by
the Developer so that from the effective date hereof, the real

Recorded in Public Records St. Johns County, FL
Clerk# 97008281 O.R. 1226 PG 1907 03:31PM 03/11/1997
Recording \$45.00 Surcharge \$6.00

property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", 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 the "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.

1. **LAND USE AND BUILDING TYPE.** No lot or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or tract other than one detached single family dwelling not to exceed two and one-half stories in height and a private, enclosed garage not more than two cars.

2. **DWELLING SIZE.** No dwelling shall be constructed or placed on any lot or tract containing less than 1,200 square feet of heated and cooled living area. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered any part thereof.

3. **BUILDING LOCATION.** The primary building on any lot or tract shall not be located nearer to the front lot or tract line or nearer to the side lot or tract lines than the minimum building setback lines which pertain to the PSD Zoning Classifications approved for this Development by St. Johns County of the Zoning Ordinance of St. Johns County, Florida as it exists on the date upon which these restrictive covenants are filed for record with the Clerk of the Circuit Court of St. Johns County, Florida. In all other respects, all of the conditions and requirements pertaining to the PSD Zoning Classification as contained in the Zoning Ordinance of St. Johns County, Florida, as the same exists on the date these restrictive covenants are filed for record with the Clerk of the Circuit Court of St. Johns County, Florida, shall apply. It is the intent of the undersigned developer to require literal compliance with the setback requirements as contained in the said Zoning Ordinance of St. Johns County, Florida, and any variance therefrom shall be deemed to constitute a violation of these restrictive covenants.

4. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot or tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot or tract until the construction plans and specifications and a plan showing the

location of the fence or wall, have been approved by the Architectural Control Committee. The Architectural Control Committee is composed of GEORGE KAPLER and/or such other person or persons as the said GEORGE KAPLER shall designate. All plans and specifications required for approval may be delivered to the Architectural Control Committee at 2507 U.S. Highway 1, Suite 7045, St. Augustine, Florida 32086. At such time as the Developer shall no longer be a member of the Architectural Control Committee, the Homeowners' Association shall notify each lot or tract owner of the address to which any subsequent plans or specifications should be delivered for submission to the Architectural Control Committee. No member of the Architectural Control Committee, nor any successor thereof, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after the withdrawal (resignation) of George Kapler and the Developer from the Architectural Control Committee, the then record owners of a majority of the lots or tracts shall have the power through a duly recorded instrument to change the membership of the committee or withdraw any powers from the committee of any of its powers or duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and this covenant shall be deemed to have fully complied with. This Architectural Committee will cease to exist when the last lot or tract is sold, or assigned to other such persons.

5. ELEVATED STRUCTURES PROHIBITED. No primary structure shall be permitted on any lot or tract which is not fully enclosed from grade level, upward (except that openings large enough only to permit entry to allow repair work beneath the first floor of any primary structure shall be permitted).

6. CARPORTS AND OTHER OPEN STRUCTURES. No detached carports, garages or any other open structure, shall be permitted to occupy any lot or tract.

7. NUISANCES AND OTHER NON-CONFORMING ITEMS. No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clotheslines, trampolines, badminton sets, basketball nets and poles, flagpoles and any other items which may be, from time to time, determined by the Homeowners' Association to be a non-conforming to the overall character of the Development shall be permitted on any lot or tract within the subdivision. In addition, the Homeowners' Association may from time to time add to and determine additional items which may be prohibited as non-conforming to the overall character and development of the subdivision. However, nothing in this paragraph

shall prohibit the Developer from placing flagpoles, signs, billboards or pennants or any other type of advertising or promotional displays during such period that the Developer still has either lots, tracts or dwelling units for sale within the subdivision.

8. **TEMPORARY AND STORAGE STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, barn, storage shed or building, garage or other building shall be used on any lot or tract at any time as a residence, either temporarily or permanently. Additionally, no structure, including but not limited to, trailer, tent, shack, barn, storage building or any other detached structure shall be permitted on any lot or tract at any time. However, this paragraph shall not operate to prevent the developer, during such time as lots or tracts are still owned by the developer, from retaining a storage building, trailer and/or office on any lot or tract owned by the developer. Additionally, the provisions of this paragraph shall not prevent the Homeowners' Association from constructing or placing a storage unit or building on any of its property for use for the storage of maintenance supplies and/or equipment.

9. **VEHICLES, BOATS AND TRAILERS.** No car, truck, off street vehicle or any other type of motor vehicle, no boat, boat trailer, travel trailer, motor home or camp trailer, shall be permitted to remain on the driveway overnight. This shall not prevent a motorized recreational vehicle capable of being driven on the highway from remaining on the driveway provided said vehicle belongs to a guest staying with the owner of said property and provided further, that said vehicle remains no longer than seven (7) days. No immobile or junked motor vehicle, regardless of whether the motor shall have been removed, may be kept or maintained on any lot or tract. For the purposes of construction of this provision, an immobile or junked motor vehicle is defined as a motor vehicle which license tag has been removed or a motor vehicle from which any or all of the wheels have been removed or a motor vehicle which is not capable of being lawfully driven on the public roads. The private automobiles of the owner and occupants and their guests, bearing no commercial or advertising signs, may be parked in the driveway on a lot or tract. Commercial vehicles with or without signs and any vehicles with advertising or signs, may be parked in the driveways or parking areas only for the time necessary for pickup and delivery purposes.

10. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot or tract except one sign of not more than one (1) square feet, approved in style and size by the Architectural Control Committee and located as close as practical to entry, shall be permitted upon any lot or tract upon which a single family residence has been completed and is occupied designating the owner or occupant of the single family residence, and except further that

one sign of not more than six (6) square feet may be kept on any lot or tract designating that the property is for sale or rent or designating the name of the builder of any single family residence is under construction. However, nothing in this paragraph shall prohibit the Developer from placing flagpoles, signs, billboards or pennants or any other type of advertising or promotional displays during such period that the Developer still has either lots, tracts or dwelling units for sale within the subdivision.

11. **ABANDONED CONSTRUCTION.** If the construction of any improvement to any lot or tract in this subdivision has been commenced, and in the event that the construction shall be abandoned for a continuous period of ninety (90) days prior to completion of the exterior of such structure, the same shall constitute a violation of these restrictive covenants and any person having standing to enforce the same may do so in accordance with the terms and conditions regarding enforcement as hereinafter set forth.

12. **ANIMALS, LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or tract, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and provided, further, that the aggregate number of said household pets shall not exceed two (2) except with the prior written approval of the Board of Directors of the Homeowners' Association.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot or tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the disposal or storage of such material shall be kept in a clean and sanitary condition.

14. **TELEVISION SATELLITE DISHES.** No dishes or other structures of a similar nature customarily used for obtaining reception of television or radio signals, whether or not the same are so used, shall be permitted without the prior approval of the Architectural Control Committee and each such request shall be decided on a case by case, lot/tract by lot/tract basis by said Architectural Control Committee. Some lots or tracts will not qualify.

16. **TERM.** The restrictions and burdens imposed by the provisions 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 or tract 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 successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this

declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by seventy-five (75%) percent of the then recorded owners of the lots or tracts or dwelling units in CEDAR RIDGE SUBDIVISION 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.

17. HOMEOWNERS' ASSOCIATION. Every owner of a lot or tract shall be a member of the CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC., if said Homeowners' Association is formed by HAIRSTREAK DEVELOPMENT CORPORATION for the purpose of maintaining the drainage ditches, pool, landscaping, irrigation, nature walks, park, easements, and such other areas and for such other purposes that may from time to time be approved and/or authorized by the Board of Directors of the Association, situated upon the property described on the plat of CEDAR RIDGE SUBDIVISION, excepting those drainage ditches and easements within the road right of way dedicated to St. Johns County. Membership in said Homeowners' Association shall be appurtenant to the lot/tract upon which it is based and shall be transferred automatically by conveyance of title to the lot or tract. Since each tract may have more than one (1) dwelling unit, shall be entitled to membership in said Homeowners' Association. The affairs of said Homeowners' Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) and no more than five (5) members, the exact number to be determined by the members of the association prior to the vote therefor. Such Directors shall be elected annually by all of the members entitled to vote, except that, until such time as the Developer (Hairstreak Development Corporation) has sold all lots/tracts owned by said corporation, Hairstreak Development Corporation shall be entitled to appoint a majority of the Board of Directors of the Association. Additionally, neither the CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC., nor the Architectural Control Committee of said Association shall interfere in any way with the development, construction or sale of any lot/tract owned by or being developed, constructed or sold by either HAIRSTREAK DEVELOPMENT CORPORATION or GEORGE KAPLER HOMES, INC.

At such time as fifty percent (50%) of the dwelling units shall have been sold by the Developer, the Board of Directors shall be increased from three (3) to five (5) members of which four (4) shall be appointed by the Developer and one (1) may be elected by the Association. At such time as the Developer has sold seventy-five percent (75%) of the units within the subdivision. The Association shall be entitled to elect a second member to the Board of Directors. At such time as the Developer has sold all of its lots/units within the subdivision, the Association shall then be entitled to elect the remaining three (3) directors on the Board. The initial Board of Directors shall be appointed by the Developer

and any subsequent Board of Directors shall be appointed by the Developer and individual members elected by the Association as provided for hereinabove. The Developer, until such time as Hairstreak Development Corporation has sold all its units owned by said Corporation within the Subdivision, shall be entitled to appoint a majority of the Board of Directors of the Association. Additionally,

A. ASSESSMENTS. Every owner of a lot/tract within the CEDAR RIDGE SUBDIVISION, by acceptance of a deed or other conveyance of title to such lot/tract, whether or not it is expressed in such deed or conveyance, is deemed to covenant and agree to pay to said homeowners' association an annual assessment which shall be used to pay for the maintenance, repair, servicing and improvements of the drainage ditches, parks, easements, entrance, perimeter and retaining walls and fencing of the subdivision situated on the property described on the subdivision plat of CEDAR RIDGE, excepting those drainage ditches and easements within the right of way dedicated to St. Johns County and, in addition thereto, providing for the cutting of grass and the landscaping of the common areas, as well as the individual lots/tracts outside of the privacy walls on each lot/tract. The amount of said annual assessments shall be fixed by the Board of Directors on January 15 of each year, and shall be payable without interest, so long as payment is not more than 15 days delinquent. Written notice of such assessment shall be given to each owner, but the failure to give such notice shall not invalidate any otherwise property assessment. Written notice of such assessment shall be given to each property owner, but the failure to give such notice shall not invalidate any otherwise valid property assessment. In addition, the HOMEOWNERS' ASSOCIATION shall be entitled to assess and each owner of a lot/tract agrees to pay, such special assessments as may be necessary from time to time.

B. ASSESSMENTS. The initial regular monthly assessment is hereby set at the rate of \$85.00 per lot and \$85.00 per tract dwelling unit. Lots or tract dwelling units owned by the Developer shall not be subject to assessments, either regular or special. The Developer guarantees that this initial assessment shall not be raised more than twenty-five percent (25%) per lot or tract dwelling unit until such time as the owners have, excluding the Developer, seventy-five percent (75%) of the votes in the Association. At such time as the Developer has turned over control of the Association, following sale of all of the lots or tracts owned by the Developer, the regular monthly assessments and any special assessment shall be determined at the annual meeting of the Board of Directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval of seventy-five percent (75%) of the voting members in attendance, in person or by proxy, at a regular or special meeting of the Association called for that purpose, but only after notice of the recommendation is given to all members at least fifteen (15) 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 or levying an emergency assessment not to exceed one (1) 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.

C. LIEN FOR ASSESSMENTS. All sums assessed to any lot/tract, together with interest at the maximum rate allowed by law, and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a lien on such lot/tract in favor of the Association. All lienors acquiring liens on any lot/tract after these covenants are recorded are deemed to consent that such liens are inferior to the lien established by these restrictive covenants, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of these restrictive covenants constitutes constructive notice to all subsequent purchasers and creditors of the existence of the Association's lien and its priority.

D. FORECLOSURE. The lien for all sums assessed pursuant to these restrictive covenants may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the owner shall be required to pay all costs and expenses of the foreclosure, including but not limited to, reasonable attorney fees.

E. ENFORCEMENT. HAIRSTREAK DEVELOPMENT CORPORATION, the Association or any owner has a right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easement, reservations, and liens now or hereafter imposed by or pursuant to the provisions of these restrictive covenants. In the event the Association, or HAIRSTREAK DEVELOPMENT CORPORATION, is the prevailing party in any litigation involving the enforcement of those restrictive covenants, or if an owner obtains the enforcement of any provision of same against any owner, other than GEORGE KAPLER, then such prevailing party may recover all costs and expenses, including reasonable attorney fees incurred in enforcing these restrictive covenants against such owner.

F. MAINTENANCE. The CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC. shall be responsible for the maintenance of the park areas (recreation areas) designated and platted as Tract E, and for the management and maintenance of the stormwater retention area designated as Tract F on the plat, which is situate and located on the property so-designated upon the plat of that certain subdivision known as CEDAR RIDGE, and recorded in Map Book 31, Pages 31-36 of the public records of St. Johns County, Florida.

Any amendment to the covenants and restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the maintenance, operation and repair of the surface water or the stormwater management system.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. CONTROL. The developer retains the right to amend or modify these Restrictive Covenants Appertaining to Cedar Ridge Subdivision until such time as control is turned over to the Homeowners' Association, except that the Developer cannot change the dimensions of any lot or tract.

20. GRANT OF LIMITED ACCESS: Each owner of a lot or tract or dwelling unit does hereby grant to the Homeowners' Association, and each abutting property owner, the right to come on or across their property for the purpose of maintenance and repair of said Association or abutting property owner's property.

21. TRACT OWNERS. The Tracts A, B, C and D may have more than one (1) dwelling unit placed on them. Each dwelling unit shall be treated for purposes of these Restrictive Covenants Appertaining to Cedar Ridge Subdivision, as an individual lot with the same obligations and responsibilities and rights and entitlements as individual lot owners. Where ever the context in these Restrictive Covenants requires references to "tract" it shall be deemed to mean "tract dwelling unit" and apply to each dwelling unit located on each tract within the subdivision.


22. SHORT TERM LEASES. There shall be no short term leases. Short term leases shall be deemed to mean leases of less than six (6) months duration.

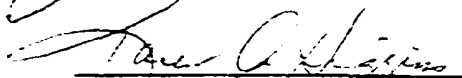
23. FLORIDA LAW. These covenants are restrictions are governed by Florida law.

EXECUTED this 11 day of March, 1997.

HAIRSTREAK DEVELOPMENT CORPORATION


JOHN MICHAEL TRAINOR
Witness


GEORGE KAPLER
As President


KAREN A. BIGGINS
Witness

This day before me, the undersigned authority, qualified to take oaths in the above jurisdiction, personally appeared GEORGE KAPLER, as President of HAIRSTREAK DEVELOPMENT CORPORATION, who being first duly sworn, deposed and said that he is the person referred to in the above and foregoing Instrument, he has read same, understands the contents thereof and executed same for the purposes therein expressed. GEORGE KAPLER is personally known to me.

DATED this 11th day of March, 1997.



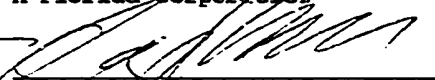

KAREN A. HIGGINS
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



KAREN A. HIGGINS
MY COMMISSION / COMMISSION EXPIRES
October 25, 1997
PO BOX 1260 TALLAHASSEE, FL 32302

CONSENTED TO BY:

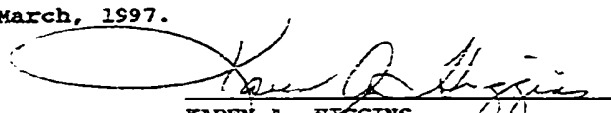
GEORGE KAPLER HOMES, INC.
A Florida corporation


GEORGE KAPLER
As President
JOHN MICHAEL TRAYNOR
Witness
KAREN A. HIGGINS
Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

This day before me, the undersigned authority, qualified to take oaths in the above jurisdiction, personally appeared GEORGE KAPLER, as President of GEORGE KAPLER HOMES, INC., who being first duly sworn, deposed and said that he is the person referred to in the above and foregoing Instrument, he has read same, understands the contents thereof and executed same for the purposes therein expressed. GEORGE KAPLER is personally known to me.

DATED this 11th day of March, 1997.



KAREN A. HIGGINS
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



KAREN A. HIGGINS
MY COMMISSION / COMMISSION EXPIRES
October 25, 1997
PO BOX 1260 TALLAHASSEE, FL 32302

EXHIBIT "A"

THE SOUTH THREE QUARTERS (3/4) OF THE EAST ONE EIGHTH (1/8) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) AND ALL THAT PART OF THE SOUTH THREE QUARTERS (3/4) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) LYING WEST OF STATE ROAD NO. 3, IN SECTION THIRTY THREE (33), TOWNSHIP SEVEN (7) SOUTH, RANGE THIRTY (30) EAST, ST. JOHNS COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM THE SOUTH 100.00 FEET. THE AFOREDESCRIBED BEING MORE PARTICULARLY BOUNDED AS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF SECTION 33; THENCE RUN S 89°46'20" E ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 1156.77 FEET TO THE SOUTHEAST CORNER OF COMMODORE'S CLUB 1-A AS RECORDED IN MAP BOOK 24, PAGES 46 AND 47 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUN N 00°00'32" W ALONG THE EAST LINE OF SAID COMMODORE'S CLUB 1-A A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 00°00'32" W ALONG SAID EAST LINE OF COMMODORE'S CLUB 1-A, A DISTANCE OF 890.37 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 879, PAGE 1727 OF SAID PUBLIC RECORDS; THENCE RUN S 89°49'42" E ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 879, PAGE 1727 A DISTANCE OF 612.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 3 (100' R/W); THENCE RUN S 20°43'06" E ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 3 A DISTANCE OF 866.32 FEET TO A POINT OF CURVATURE IN SAID RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 2814.70 FEET, A CENTRAL ANGLE OF 01°46'29" AN ARC LENGTH OF 87.18 FEET AND A CHORD WHOSE LENGTH IS 87.18 FEET AND WHOSE BEARING BEARS S 19°49'2" E; THENCE RUN ALONG THE ARC OF SAID CURVE 87.18 FEET; THENCE RUN N 89°46'20" W PARALLEL TO AND 100 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33 A DISTANCE OF 948.04 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 16.0 ACRES, MORE OR LESS.

5465

3

This Instrument Prepared By:
Stephen A. Faustini
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 4-01-237

Audit # H02000054682 8

Public Records of
St. Johns County, FL
Clerk# 02-015286
O.R. 1730 PG 1270
08:05AM 03/14/2002
REC \$13.00 SUR \$2.00

**AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
CEDAR RIDGE HOMEOWNERS ASSOCIATION, INC.**

1. Pursuant to Article XI of the Articles of Incorporation of Cedar Ridge Homeowners Association, Inc., the undersigned corporation hereby adopts the following Amendment to the Articles of Incorporation:

ARTICLE VI
Management and Time of Election

- a) [Unchanged]
- b) Directors shall be elected by the voting membership at the regular annual meeting of the membership of the corporation to be held on ~~the second Saturday of June~~ any day in the month of November of each year, at such place as designated by the Board.
- c) [Unchanged]

Audit # H02000054682 8


2. The foregoing amendment was recommended by the Board of Directors and adopted by an affirmative vote of seventy-five percent (75%) of the qualified voting members of the corporation at the regular meeting of the members held on June 9, 2001. The number of votes cast in favor of the amendment was sufficient for approval.

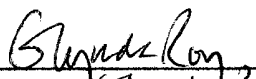
3. In all other respects, the Articles of Incorporation remain unmodified and in full force and effect.

4. The date of adoption of this Amendment to the Articles of Incorporation by the members of Cedar Ridge Homeowners Association, Inc., is June 9, 2001.

IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed this 22nd day of February, 2002.

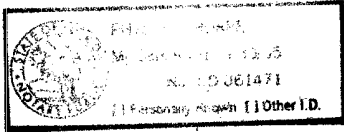
CEDAR RIDGE HOMEOWNERS ASSOCIATION,
INC., a Florida corporation not-for-profit

By: 
George Kapler
Its President

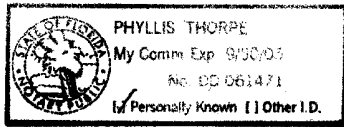
Attest: 
Print Name: Stynnda Roy
Its Secretary

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 22nd day of February, 2002, by George Kapler, as President of Cedar Ridge Homeowners Association, Inc., on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number _____ as identification.

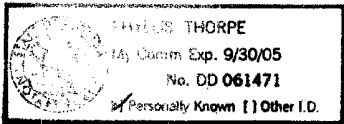


Phyllis Thorpe
Notary Public
Phyllis Thorpe
(Name of Notary Typed/Printed/Stamped)
My Commission Number: DD 061471
My Commission Expires: 9-30-05



STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 22nd day of February, 2002, by Glynda Ray, as Secretary of Cedar Ridge Homeowners Association, Inc., on behalf of the corporation, who () is personally known to me or () has produced Florida driver's license number _____ as identification.



Phyllis Thorpe
Notary Public
Phyllis Thorpe
(Name of Notary Typed/Printed/Stamped)
My Commission Number: DD 061471
My Commission Expires: 9-30-05