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Recorded in Public Records St. Johns County, FL
Clerk# 97039701 O.R. 1273 PG 1168 09:25AM 10/30/1997
Recording \$185.00 Surcharge \$23.50

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This Instrument Prepared By:
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Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-96-258

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR THE SANCTUARY - UNIT ONE

THIS DECLARATION ("Declaration") made as of the date hereinafter set forth, by
CEDARS DEVELOPMENT OF ST. AUGUSTINE BEACH, INC., a Florida corporation, hereinafter
referred to as "Declarant".

WITNESSETH:

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

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

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real
property hereinafter set forth, and to limit the use of same as set forth hereinafter; and

WHEREAS, Declarant deems it desirable to create a not for profit association to manage
the property. The association shall own, maintain and administer all the Common Property as
hereinafter defined and shall administer and enforce the easements, covenants, conditions,
restrictions and limitations set forth herein and collect and disburse the assessments hereinafter
created.

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

**All the land described and contained in the Plat of The Sanctuary - Unit One,
according to plat thereof recorded in Map Book 31, Page 3, public records of St.
Johns County, Florida (hereinafter the "Property").**

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

ARTICLE I

DEFINITIONS

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

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to The Sanctuary Property Owners' Association of St. Augustine, Inc., its successors and assigns.

1.3 "Board of Directors" shall mean and refer to the board of directors of the Association.

1.4 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.6 "Common Property" shall mean and refer to those tracts of land and personal property conveyed to or owned by the Association for the common use and enjoyment of the owners and their guests and invitees and all improvements constructed on such land. All Common Property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved

by Declarant herein or prior to conveying any land to the Association.

1.7 "Declarant" shall mean and refer to Cedars Development of St. Augustine Beach, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

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

1.10 "Property" shall mean and refer to that certain real Property described on page 2 hereof, together with improvements thereon and any additional contiguous Property made subject to this Declaration.

1.11 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

ARTICLE II

PROPERTY RIGHTS

2.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property.

2.1.2 The right of the Association to suspend the rights of an Owner or an Owner's tenants, guests or invitees to use the Common Property for a violation of this Declaration or Chapter 617, Florida Statutes, provided that an Owner or tenant shall have vehicular and pedestrian ingress and egress to and from his Lot and the right to park.

2.1.3 The right of the Association to suspend the voting rights of any Owner if any assessment on his Lot remains unpaid for more than ninety (90) days.

2.1.4 The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property or for conservation purposes and the right of the Board to acquire, extend, terminate or abandon such easement.

2.1.4 The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

2.1.5 The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

2.1.6 The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

2.1.7 The right of the Board of Directors to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

2.1.8 The right of the Association to impose a fine against any Owner or an Owner's tenant, guest or invitee for a violation of this Declaration or Chapter 617, as provided in Section 617.305, Florida Statutes (1997), as amended from time to time.

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

2.3 Conveyance of Common Property. The Declarant shall ~~dedicate~~ or convey the Common Property to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved, at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record, including all those shown on the plat of the Property, and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Property which are not adverse to the Owners.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No buildings or structures, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") composed of the Declarant, or such agent or agents as may be appointed by the Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Committee within ten (10) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun or such longer period of time as may be approved by the Committee in its sole discretion.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Committee shall be appointed by the Board of Directors of the Association.

3.2 The Committee shall have the following powers and duties:

3.2.1 To draft and adapt, from time to time, architectural planning criteria,

standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

3.2.2 To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, in ground pool, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property, together with a copy of any building permits which may be required. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

3.2.3 To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the Committee by the Declarant, any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Class B Member determination by the Committee shall be final.

3.2.4 To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be

construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

3.2.5 If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

3.2.6 In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

3.2.7 The Committee is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

ARTICLE IV

USE RESTRICTIONS

4.1 No Lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling of conventional or manufactured origin, including double-wide mobile homes less than six (6) months old, of a height not to exceed thirty-five feet (35'), may be constructed or placed on any one Lot. No single-wide mobile homes shall be permitted on any Lot. All garages, carports, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No single-family dwelling containing less than 1,000 square feet of heated and cooled living area shall be constructed or placed on any Lot, for a one (1) story dwelling, nor less than eight hundred (800) square feet of ground floor area for a dwelling of more than one (1) story, with a minimum of four hundred (400) square feet in additional stories. Garages, utility rooms, porches

and screened-in areas shall be in addition to the minimum 1,000 square feet of living area and not considered a part thereof. All front yards shall be sodded and landscaped from the edge of the paved roadway to the foundation of the dwelling. All manufactured/mobile homes shall have shingle roofs and either vinyl or metal lap or wood siding. Each dwelling shall have a paved driveway. No business or commercial buildings or equipment may be erected, kept or maintained on any Lot.

4.2 No dwelling or other building shall be erected less than twenty-five feet (25') from the front lot line, ten feet (10') feet from the rear lot line or less than eight feet (8') from the boundary of any other lot of different ownership or street. All setbacks shall be measured from the exterior wall of the dwelling or building to the applicable lot line. Eaves and cornices of any dwelling or building may project beyond the setback limits herein established. Provided, accessory uses, including but not limited to, in-ground pools, spas, patios and screen enclosures may be located within five feet (5') of side and rear lot lines, outside of jurisdictional areas. A dwelling may be located upon a single-family lot or on a combination of lots and, in such event, the setback lines shall apply to the most exterior lot lines.

4.3 No wall, fence or hedge which is over five feet (5') in height shall be permitted upon any Lot. All walls or fences must have prior approval from the Committee as to type, location, size or construction thereof. No walls or fences may be installed from the front of a residence to the front lot line.

4.4 No boats or wheeled vehicles of any kind, including trailers, automobiles boats or campers may be kept or parked on any Lot or driveway unless same are completely inside a garage. Notwithstanding the foregoing, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway of a Lot as long as they do not constitute a nuisance. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes.

4.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot. Provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash.

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall

constitute a nuisance, per se, and a violation of Restriction 4.9 hereof.

4.7 No portion of a Lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines shall be permitted.

4.8 Subject to the provisions of 4.2 hereof, no Lot or Lots shall be resubdivided.

4.9 No immoral, unlawful, noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Any activity on a lot which interferes with television, cable or radio reception on another lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive on such dispute or question.

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

4.11 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be mowed and maintained by the Lot Owner in a neat and orderly fashion free of all rubbish, trash, garbage and all unsightly weeds and underbrush.

4.12 In the event any Owner fails to mow and maintain his Lot in the manner required by 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner, or in a neat and clean appearance, the Committee or the Board of Directors may, thirty (30) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass and such Owner shall hold the Association and Board of Directors harmless from all liability therefrom. Such expense shall be deemed a special assessment against the Owner of the Lot and may be collected by the Association in the manner specified in Article VII hereof.

4.13 No sign of any kind shall be displayed on any Lot except approved signs showing the Owners' name and number of residence and temporary "For Sale" or "For Rent" signs

containing less than four (4) square feet of display area. All of the above signs must be approved by the Committee prior to installation.

4.14 No satellite dishes or radio or television antennae shall be installed unless same are screened from view on all sides. The Committee may waive this requirement to the extent necessary for signal reception. No satellite dish, radio or television antennas may be installed unless and until the location and screening has been approved by the Committee.

4.15 No tree of a diameter in excess of six inches (6") at a height of six feet (6') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees.

4.16 The Committee may require any Owner who violates 4.15 above, to replace trees removed without approval with trees of like kind and size, within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in paragraph 7.1 hereof.

4.17 No window air conditioning units may be placed in any window of a residence which is visible from the street.

4.18 If the Declarant elects not to install a mail sub-station within the Property, all mailboxes shall be designed and constructed in accordance with specifications promulgated by the Committee. If a mail sub-station is installed by Declarant, no other mailboxes shall be permitted.

4.19 All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may only be used for irrigation, swimming pools, air conditioning and lawn watering.

4.20 All sewage shall be disposed of through a central system operated and

maintained by a public or private utility selected by Declarant.

4.21 All manufactured mobile homes shall be placed on a lot in accordance with standards and procedures approved by St. Johns County and the State of Florida.

4.22 All lots shall have a lamp post which shall be installed in the front yard, designed, constructed and maintained in accordance with specifications promulgated by the Architectural Control Committee.

4.23 No above-ground pools shall be permitted on any Lot.

4.24 The repair of automobiles, appliances, equipment, recreational vehicles, boats, motors, trailers and the like shall be conducted only within a garage or enclosed building.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Every Owner of a Lot, including Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

5.2 The Association shall have two (2) classes of voting members as follows:

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

5.2.b. Class "B" members shall be the Declarant who shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale; or

(b) Ten (10) years following the date of conveyance of the first Lot; or

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

Provided, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

6.2 The Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of this Declaration, the Articles and By-Laws.

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

6.3 The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or stormwater management capabilities as permitted by the St. Johns River Water Management District or other governmental

agency having jurisdiction. The Association shall be responsible for such maintenance and operation. All bulkheads, drains and other improvements constructed or installed by the Declarant or Association to serve the Surface Water or Stormwater Management System shall be Common Property. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

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

6.5 The Association shall manage and maintain the Common Property, including but not limited to those parcels dedicated to the Association on the subdivision plat of the Property, Surface and Stormwater Management Systems serving the Property, amenity center, landscaped buffer adjacent to the Pine Lakes Subdivision, those portion of the recreation area, landscaped median and shelter and identification signs located on Common Property and all mitigation and jurisdictional areas.

6.6 The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

6.7 The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

7.1 Declarant hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall

be so expressed in his deed, to pay to the Association annual assessments and special assessments as defined hereinafter. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

7.2 The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots in the Property, and for the improvement and maintenance of all common roads, Common Property, landscaped areas and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all Common Property and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements.

7.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property or for such other purposes as may be approved by the members of the Association in the manner set forth in this paragraph. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. Provided, if the purpose of the special assessment is to comply with a governmental regulation or mandate, the assessment may be levied upon the approval of the Board of Directors. The right of assessment for annual and special assessments authorized

herein shall be equal and uniform for all Lots.

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7.4 The annual assessments authorized herein shall commence upon substantial completion of the roads and utilities serving a Lot. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner subject thereto.

7.5 Notwithstanding any provision to the contrary herein, Declarant, for any Lots which it owns, shall not be liable for assessments either annual or special so long as it funds any deficit in the operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association. Provided further, the Declarant, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation under this paragraph.

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

7.7 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law, a late fee not to exceed \$20.00 for each assessment not paid within fifteen (15) days after the due date, and costs of collection thereof, including a reasonable attorney's fee at the trial and appellate level, shall become a continuing lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for

the assessments provided for herein by abandonment of his Lot or nonuse of the Common Property.

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

ARTICLE VIII

EASEMENTS

8.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to, a five foot (5') strip of land located parallel to and along all side and rear lot lines and a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable television lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

8.2 The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit.

Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement of these restrictions by the Declarant, the Association or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and court costs at all levels of the proceeding.

9.2 The St. Johns River Water Management District or other governmental agency having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

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

9.4 Any failure of the Declarant, the Association or Lot Owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

9.5 The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determine such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot, and (c) to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property.

9.6 In addition to the rights of the Declarant provided for in Section 9.5 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration and of the Declarant, so long as the Declarant holds at least one (1) Lot for sale in the ordinary course of business, may amend or alter this Declaration or any part thereof.

9.7 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Lot Owner, the Association, the holder of a mortgage or lien affecting the Property or any other person. The Owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, restrictions, rules, regulations and by-laws in the same manner and to the same extent as the original Lot Owners.

9.8 Any amendment to the Covenants and Restrictions which alters 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 or other governmental agency having jurisdiction.

9.9 Notwithstanding any other term or condition contained in this Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale of Lots including, but not limited to, the right to maintain model homes, have signs, and locate a sales trailer on the Property.

9.10 In the event of any conflict between this Declaration and the Articles of Incorporation or Bylaws, this Declaration shall control.

9.11 All rights reserved herein by the Declarant shall be fully assignable and transferrable.

9.12 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2027. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of the Lots.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this

15 day of October, 1997.

Signed, sealed and delivered
in the presence of:CEDARS DEVELOPMENT OF ST.
AUGUSTINE BEACH, INC.

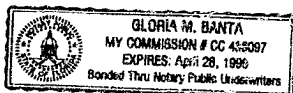
Gloria M. Banta
Witness Gloria M. Banta
(type or print name)

Jane R. Sullivan
Witness Jane R. Sullivan
(type or print name)

By: John A. Lester
JOHN A. LESTER
Its President
1960 U.S. Highway 1 South
Suite 199
St. Augustine, Florida 32086

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 15 day of
October, 1997, by John A. Lester, President of Cedars Development of St. Augustine
Beach, Inc., a Florida corporation, on behalf of the corporation, who (X) is personally known to
me or () has produced _____ as identification.



Gloria M. Banta
Signature of Notary

(Name of notary, typed/printed/stamped)
Commission Number: _____
My Commission Expires: _____
o:\john\cedar-dev\dec-cln

CONSENT OF MORTGAGEE

PUTNAM STATE BANK, the owner and holder of a first mortgage upon real property described in the foregoing Declaration of Covenants and Restrictions for The Sanctuary - Unit One, as per plat thereof recorded in Map Book 31, Page 3, of the public records of St. Johns County, Florida. Said mortgage is dated November 20, 1993 and recorded in Official Records Book 1141, Page 274, of the public records of St. Johns County, Florida (the "Mortgage"), hereby agrees to the filing of said Declaration of Covenants and Restrictions, as covenants running with the land and to the subordination of the lien of the Mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions.

DATED this 16 day of October, 1997.

Signed, sealed and delivered
in the presence of:

PUTNAM STATE BANK

Lisa M. Peoples
Witness Lisa M. Peoples
(type or print name)

By:

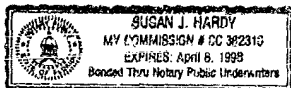
H. Vernon Myers
H. VERNON MYERS
Its President
2300 North Ponce de Leon Boulevard
St. Augustine, Florida 32084

Marianne Creech
Witness Marianne Creech
(type or print name)

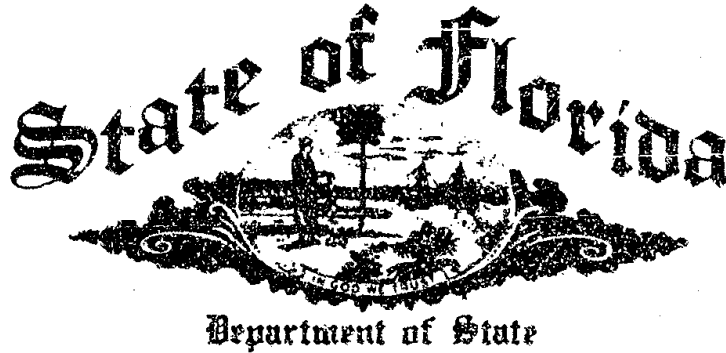
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Putnam

October THE FOREGOING instrument was acknowledged before me this 16 day of October, 1997, by H. Vernon Myers, President of Putnam State Bank, a state banking corporation, on behalf of the corporation, who is personally known to me.



Susan J. Hardy
Signature of Notary
Susan J. Hardy
Name of Notary Typed, Printed or Stamped
Commission Number 362310
My Commission Expires: 4/6/98



I certify the attached is a true and correct copy of the Articles of Incorporation of THE SANCTUARY PROPERTY OWNERS' ASSOCIATION OF ST. AUGUSTINE, INC., a Florida corporation, filed on October 20, 1997, as shown by the records of this office.

The document number of this corporation is N97000005921.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of October, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

**ARTICLES OF INCORPORATION OF
THE SANCTUARY PROPERTY OWNERS' ASSOCIATION, OF ST. AUGUSTINE,
A NON-PROFIT CORPORATION INC.**

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

I

NAME

The name of the corporation shall be THE SANCTUARY PROPERTY OWNERS' ASSOCIATION OF ST. AUGUSTINE, INC. . .

II

PURPOSE

The purpose for which this corporation is organized is to provide for maintenance, preservation and architectural control of the lots and Common Property within that certain parcel of real property described as:

All of that land contained within the plat of The Sanctuary - Unit One, according to plat thereof recorded in Map Book 31, Page 3, public records of St. Johns County, Florida, and any additions thereto (the "Property").

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

I

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CLERK OF STATE
TALLAHASSEE, FLORIDA

such purpose.

O.R. 1273 PG 1190

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

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for The Sanctuary - Unit One, hereinafter called the "Declaration", applicable to the Property, which shall be recorded in the public records of St. Johns County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association. Without limiting the foregoing, the assessment shall be used for the maintenance and repair of the surface water or stormwater management system(s), including but not limited to, work within retention areas, drainage structures and drainage easements.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such terms and conditions as may be agreed to by the

members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Property, provided that any such merger, consolidation or annexation, shall have the assent of two-thirds (2/3) of each class of members. Notwithstanding, the Developer/Declarant (as defined in the Declaration), may annex additional real property as authorized by the Declaration.

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

(h) The Association shall operate and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit issued under application no.: _____, requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the Surface Water or Stormwater Management System.

(i) The Association shall levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the surface water or stormwater management system(s).

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

IV

CLASSES OF MEMBERSHIP

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

Class B. The Class B member(s) shall be the Developer/Declarant (as defined in the Declaration), who shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first.

(a) Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Developer/Declarant. For purposes of this section, the term "members other than Developer/Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale; or

- (b) Ten (10) years following the date of conveyance of the first Lot; or
- (c) At such time as the Developer/Declarant, in its sole discretion, elects to terminate the Class B membership.

Provided, the Developer/Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer/Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property.

V

EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall have perpetual existence.

VI

SUBSCRIBERS NAMES AND RESIDENCES

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

Name

Address

John A. Lester

1960 U.S. Highway 1 South
Suite 199
St. Augustine, Florida 32086

O.R. 1273 PG 1194

VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, a President, Vice-President, who shall at all times be members of the Board, and a Secretary/Treasurer. The Board shall consist of no fewer than three (3) nor more than seven (7) members. The Directors shall be elected as provided in the By-Laws. After Class B membership ceases each Director shall be the owner of a Lot as provided in Article V of the Declaration. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NameAddress

John A. Lester
President/Director

1960 U.S. Highway 1 South, Suite 199
St. Augustine, Florida 32086

Michael A. Cirino
Secretary/Treasurer/Director

13712 Shipwatch Drive
Jacksonville, Florida 32225

Coy A. Alvarez
Vice-President/Director

Route 3, Box 182
East Palatka, Florida 32131

VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system(s) must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IX

AMENDMENT TO THE ARTICLES OF INCORPORATION

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

X

AMENDMENTS TO BYLAWS

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


XI

INDEMNIFICATION

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

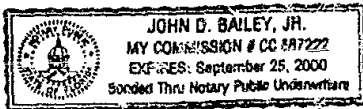
**PRINCIPAL OFFICE,
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The street address and mailing address of the principal office of the corporation and the initial registered office of the corporation is 1960 U.S. Highway 1 South, Suite 199, St. Augustine, Florida 32086, and the registered agent at such address is John A. Lester.


JOHN A. LESTER
Subscriber

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 15 day of September, 1997, by John A. Lester who is personally known to me.




Signature of Notary

(Name of notary, typed/printed or stamped)

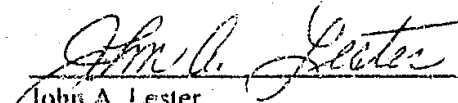
Commission Number _____

My Commission Expires: _____

O.R. 1273 PG 1198

ACCEPTANCE BY REGISTERED AGENT

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.


John A. Lester

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS OF

THE SANCTUARY PROPERTY OWNERS' ASSOCIATION OF ST. AUGUSTINE, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE SANCTUARY PROPERTY OWNERS' ASSOCIATION OF ST. AUGUSTINE, INC., (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 1960 U.S. Highway 1 South, Suite 199, St. Augustine, Florida 32086, but meetings of members and directors may be held at such places within the State of Florida, County of St. Johns, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Sanctuary Property Owners' Association of St. Augustine, Inc., its successors and assigns.

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

Section 3. "Common Property" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including any Common Roads and all improvements located on the Common Property or within any Common Roads.

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

Section 5. "Declarant" and "Developer" shall mean and refer to Cedars Development of St. Augustine Beach, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for The Sanctuary - Unit One applicable to the Properties, and all amendments thereto, recorded in the Office of the Clerk of the Circuit Court, St. Johns County, Florida.

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

Section 8. "Lot" shall mean and refer to any Lot shown upon any recorded subdivision plat of the properties and any subsequently recorded subdivision plat of any additional contiguous land made subject to this Declaration, with the exception of the Common Property.

ARTICLE III

MEETING OF MEMBERS

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

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be dated, state the date, time and place of the meeting for which it was given, be signed by the authorized person executing the proxy and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF NOTICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, consisting of no fewer three (3) nor more than five (7) members. After Class B membership ceases, each member shall be a member of the Association.

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

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in the manner specified in Section 617.0808, Florida Statutes. In the event of death, resignation or removal of a director, his successor shall be selected at the same meeting by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members until such time as Class B membership ceases. After

Class B membership ceases, nominations shall be made from among members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot.

At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than quarterly after not less than seven (7) days notice to each director.

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

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

Section 4. Notices of Board Meetings. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of each Board meeting may be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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

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

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

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

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

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

(b) supervise all officers, agents and employees of the Association, and see that their duties

are properly performed;

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

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

(2) send written notice of each assessment to every Owner subject hereto at least fifteen (15) days in advance of each annual assessment period; and

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

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

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

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

(g) cause the Common Property and any improvements constructed thereon, to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, and a Secretary/Treasurer and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. The Office of Secretary/ Treasurer may be held by one person.

No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

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

Vice-President

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

Secretary/Treasurer

The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to

the members.

O.R. 1273 PG 1208

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association, including those records required to be maintained pursuant to Section 617.303(4), Florida Statutes, shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, as defined in the Declaration which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. In addition, the Board may, from time to time, establish and charge a late fee for handling delinquent assessments. If an assessment is not paid within thirty (30) days after the due date, the assessment

shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, late fees and costs and reasonable attorney's fees incurred in bringing any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:
THE SANCTUARY PROPERTY OWNERS' ASSOCIATION OF ST. AUGUSTINE, INC.

ARTICLE XIII

AMENDMENTS

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

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

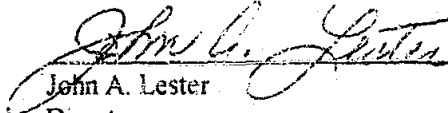
ARTICLE XIV

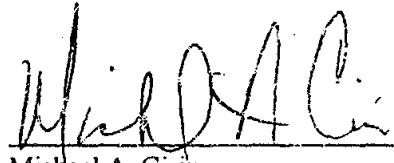
O.R. 1273 PG 1210

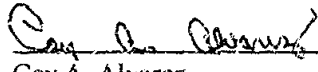
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of The Sanctuary Property Owners' Association of St. Augustine, Inc., have hereunto set our hands this 28 day of October, 1997.


John A. Lester
Director


Michael A. Cirino
Director


Coy A. Alvarez
Director

STATE OF FLORIDA
COUNTY OF St. Johns

O.R. 1273 PG 1211

THE FOREGOING instrument was acknowledged before me this 22 day of October, 1997, by John A. Lester, as Director of The Sanctuary Property Owners' Association of St. Augustine, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who: (notary must check applicable box)

☐ is personally known to me.
☒ produced current driver's license(s) as identification.
☐ produced _____ as identification.

Jeanette L. Everett
Signature of Notary
Jeanette L. Everett
(Name of notary, typed/printed/stamped)
Commission Number _____
My Commission Expires _____



JEANETTE L. EVERETT
My Commission CC433988
Expires Mar 03 1999
Bonded by ANB
POC-852-5878

STATE OF FLORIDA
COUNTY OF St. Johns

THE FOREGOING instrument was acknowledged before me this 22 day of October, 1997, by Michael A. Cirino, as Director of The Sanctuary Property Owners' Association of St. Augustine, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who: (notary must check applicable box)

☐ is personally known to me.
☒ produced current driver's license(s) as identification.
☐ produced _____ as identification.

Jeanette L. Everett
Signature of Notary
Jeanette L. Everett
(Name of notary, typed/printed/stamped)
Commission Number _____
My Commission Expires _____



JEANETTE L. EVERETT
My Commission CC433988
Expires Mar 03 1999
Bonded by ANB
POC-852-5878

STATE OF FLORIDA
COUNTY OF St. Johns

O.R. 1273 PG 1212

THE FOREGOING instrument was acknowledged before me this 28 day of October, 1997, by Coy A. Alvarez, as Director of The Sanctuary Property Owners' Association of St. Augustine, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who: (notary must check applicable box)

☒ is personally known to me.
☐ produced current driver's license(s) as identification.
☐ produced _____ as identification.

Jeanette L. Everett
Signature of Notary

Jeanette L. Everett

(Name of notary, typed/printed/stamped)

Commission Number _____

My Commission Expires _____



JEANETTE L. EVERETT
My Commission CC433956
Expires Mar 03 1999
Bonded by ANB
800-862-8878

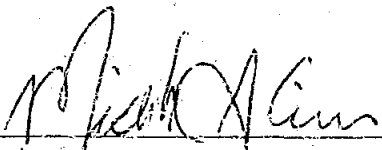
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of The Sanctuary Property Owners' Association of St. Augustine, Inc., a Florida non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 15 day of OCTOBER, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 28 day of October, 1997.


Secretary

(CORPORATE SEAL)

4778
Recorded in Public Records St. Johns County, FL
Clerk# 97039701 O.R. 1273 PG 1168 09:25AM 10/30/1997
Recording \$185.00 Surcharge \$23.50

76
This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-96-258

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR THE SANCTUARY - UNIT ONE

THIS DECLARATION ("Declaration") made as of the date hereinafter set forth, by
CEDARS DEVELOPMENT OF ST. AUGUSTINE BEACH, INC., a Florida corporation, hereinafter
referred to as "Declarant".

WITNESSETH:

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

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

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real
property hereinafter set forth, and to limit the use of same as set forth hereinafter; and

WHEREAS, Declarant deems it desirable to create a not for profit association to manage
the property. The association shall own, maintain and administer all the Common Property as
hereinafter defined and shall administer and enforce the easements, covenants, conditions,
restrictions and limitations set forth herein and collect and disburse the assessments hereinafter
created.

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

**All the land described and contained in the Plat of The Sanctuary - Unit One,
according to plat thereof recorded in Map Book 31, Page 3, public records of St.
Johns County, Florida (hereinafter the "Property").**

2
5352

Public Records of
St. Johns County, FL
Clerk# 01-024133
O.R. 1602 PG 1940
04:32PM 05/17/2001
REC \$9.00 SUR \$1.50

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 6-96-258

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
THE SANCTUARY - UNIT ONE**

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions for The Sanctuary - Unit One, recorded in Official Records 1273, Pages 1168 through 1187, of the public records of St. Johns County, Florida (the "Declaration") is made as of the 11th day of May, 2001, by Cedars Development of St. Augustine Beach, Inc., a Florida corporation ("Declarant").

RECITALS

1. Article IX, Section 9.5 of the Declaration grants the Declarant the right to amend the Declaration for the purpose of curing ambiguities and inconsistencies between the provisions thereof; and
2. Article III of the Declaration, Architectural Control, provides for review and approval of the plans and specifications for improvements proposed to be constructed within the Property; and
3. Declarant desires to amend Article III to clarify that landscaping and the submittal of landscaping plans are not subject to the architectural control provisions of Article III.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. The provisions of Article III and all sections of Article III are amended to delete "landscaping improvements" from those improvements which must be approved by the Architectural Control Committee. The intent of this amendment is to permit Owners to install landscaping within the Property without first having to obtain approval from the Architectural Control Committee. Provided, however, that any landscaping improvements installed within the Property shall be installed and maintained in compliance with all other articles, sections and terms of the Declaration.

0R1602PG1941

2. Capitalized terms contained in this First Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Declaration.

3. All other terms, provisions and conditions of the Declaration not in conflict with the provisions of this First Amendment shall remain in full force and effect.

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

Signed, sealed and delivered in the presence of:

CEDARS DEVELOPMENT OF ST. AUGUSTINE BEACH, INC., a Florida corporation

Witness: John D. Bailey Jr.
(type or print name)

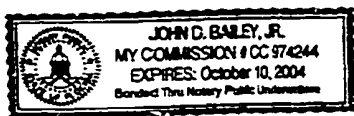
By: John A. Lester
Its President
2752 West Hannon Hill Drive
Tallahassee, Florida 32308

Witness: _____
(type or print name)

DECLARANT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 11th day of May, 2001, by John A. Lester, as President of Cedars Development of St. Augustine, Beach, Inc., a Florida corporation, on behalf of the corporation, who (☒) is personally known to me or (☐) has produced Florida driver's license number _____ as identification.



John D. Bailey Jr.
Signature of Notary

Name of Notary Typed/Printed/Stamped
Commission Number: _____
Commission Expires: _____

2
2

Public Records of
St. Johns County, FL
Clerk# 03-054359
O.R. 2010 PG 935
03:08PM 07/31/2003
REC \$9.00 SUR \$1.50

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 6-96-258

**SECOND AMENDMENT
TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SANCTUARY - UNIT ONE**

THIS SECOND AMENDMENT to Declaration of Covenants and Restrictions for The Sanctuary - Unit One is made this 31st day of July, 2003, by Cedars Development of St. Augustine Beach, Inc. ("Declarant").

PRELIMINARY STATEMENT

A. Declarant is the Declarant under the Declaration of Covenants and Restrictions for The Sanctuary - Unit One recorded in Official Records 1273, page 1168, as amended by First Amendment recorded in Official Records 1602, page 1940, all of the public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to the provisions of Article IX, Section 9.7, the Declarant desires to annex and subject certain additional contiguous real property and make it subject to the Declaration.

NOW, THEREFORE, in consideration of the promises and other good and valuable considerations, the Declarant hereby supplements the Declaration as follows:

1. The following contiguous real property:

ALL THE LAND DESCRIBED AND CONTAINED IN THE PLAT OF THE SANCTUARY - UNIT TWO, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 45, PAGE 16, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ("THE ADDITIONAL PROPERTY").

is hereby subjected to the terms and conditions of the Declaration and shall be held, sold and conveyed, subject to the easements, covenants, terms, conditions and restrictions of the Declaration, all of which are for the purpose of protecting the value and desirability of the Additional Property, and which shall be covenants and restrictions to run with the Additional Property and binding on all parties having any right, title or interest in the Additional Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. The Owners of Lots located within the Additional Property shall be members



of The Sanctuary Property Owners' Association of St. Augustine, Inc., ("the Association") and shall be subject to all covenants, rules, regulations and by-laws of the Association in the same manner and to the same extent as the Owners of Lots in The Sanctuary - Unit One.

3. Except as supplemented by this Second Amendment, all terms and conditions of the Declaration are and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment to the Declaration on the date and year set forth above.

Signed, sealed and delivered in the presence of:

CEDARS DEVELOPMENT OF ST.
AUGUSTINE BEACH, INC., a Florida
corporation

By: John A. Lester
John A. Lester
Its President


Amanda C. Hill
Witness: Amanda C. Hill
(type or print name)

Dana L. Darney
Witness: DANA L. DARNEY
(type or print name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 3rd day of July, 2003, by John A. Lester as president of Cedars Development of St. Augustine Beach, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or (X) has produced Florida Drivers License as identification.

Amanda C. Hill
Notary Public
Amanda C. Hill
(Name of Notary Typed/Printed/Stamped)
My Commission Expires: July 17, 2008
My Commission Number: 00135008

 Amanda Christine Hill
My Commission DD135008
Expires July 17 2008

2

This instrument prepared by:
John A. Lester
Cedars Development of St Augustine Beach, Inc.
2752 West Hannon Hill Drive
Tallahassee, FL 32309

Public Records of
St. Johns County, FL
Clerk# 04-037392
O.R. 2202 PG 38
02:50PM 05/18/2004
REC \$9.00 SUR \$1.50

**THIRD AMENDMENT
TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SANCTUARY – UNIT ONE**

THIS THIRD AMENDMENT to Declaration of Covenants and Restrictions for The Sanctuary – Unit One is made this 6th day of May 2004, by Cedars Development of St Augustine Beach, Inc. ("Declarant").

PRELIMINARY STATEMENT

- A. Declarant is the Declarant under the Declaration of Covenants and Restrictions for The Sanctuary – Unit One recorded in Official Records 1273, page 1168, as amended by First Amendment recorded in Official Records 1602, page 1940, and Second Amendment recorded in Official Records 2010, page 935, all of the public records of St Johns County, Florida (the "Declaration").
- B. Pursuant to the provisions of Article IX, Section 9.7, the Declarant desires to annex and subject certain additional contiguous real property and make it subject to the Declaration.

NOW, THEREFORE, in consideration of the promises and other good and valuable considerations, the Declarant hereby supplements the Declaration as follows:

- 1. The following contiguous real property:

**THE LAND DESCRIBED AND CONTAINED IN THE PLAT OF
THE SANCTUARY – UNIT THREE, ACCORDING TO THE PLAT
THEREOF RECORDED IN MAP BOOK 49 PAGE 92 – 97, OF THE
PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA ("THE
ADDITIONAL PROPERTY").**

is hereby subjected to the terms and conditions of the Declaration and shall be held, sold and conveyed, subject to the easements, covenants, terms, conditions

and restrictions of the Declaration, all of which are for the purpose of protecting the value and desirability of the Additional Property, and which shall be covenants and restrictions to run with the Additional Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. The Owners of Lots located within the Additional Property shall be members of The Sanctuary Property Owners' Association of St Augustine, Inc., ("the Association") and shall be subject to all covenants, rules, regulations and by-laws of the Association in the same manner and to the same extent as the Owners of Lots in The Sanctuary – Unit One and Two.

3. Except as supplemented by this Third Amendment, all terms and conditions of the Declaration are and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment to the Declaration on the date and year set forth above.

Signed, sealed and delivered in the presence of:

Cedars Development of St
Augustine Beach, Inc., a Florida corporation.

Ronald L. Gady
Witness: RONALD L. GADY
(type or print)

By: John A. Lester
John A Lester
Its President

F. Gail Capallia
Witness: F. Gail Capallia
(type or print)

**STATE OF FLORIDA
COUNTY OF ST JOHNS**

THE FOREGOING instrument was acknowledged before me this 8th day of May, 2004, by John A Lester as president of Cedars Development of St Augustine Beach, Inc., a Florida corporation, on behalf of the corporation, who (☒) is personally known to me or (☐) has produced _____ as identification.

F. Gail Capallia
Notary Public

(Name of Notary typed/printed/stamped)
My commission expires: _____
My commission Number: _____



F. GAIL CAPALLIA
Notary Public, State of Florida
My comm. expires Aug. 31, 2007
Comm. No. DD 224195