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This instrument was prepared by
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St. Augustine, Fla. 32084

79 12133

AMENDMENT TO DECLARATION OF RESTRICTION
OF SURF CREST PROPERTY, LIMITED

WHEREAS, SURF CREST PROPERTY, LIMITED, a limited partnership, organized under the laws of the State of Florida, hereinafter referred to as the "Subdivider", has previously imposed restrictions upon certain property, such restrictions being dated July 27, 1977, and recorded in Official Records Book 343, page 207, et. seq., as AMENDED at Official Records Book 358, page 340, et. seq., public records of St. Johns County, Florida, which real property is more particularly described therein; and

WHEREAS, SURF CREST VILLAGE SERVICE CORPORATION, a non-profit Florida corporation, hereinafter referred to as the "Service Corporation", is the owner of the common areas as defined in such Declaration of Restrictions, by virtue of deed recorded at Official Records Book 358, page 338, of the public records of St. Johns County, Florida; and

WHEREAS, Article XII of such restrictions provides that Subdivider may, in its sole judgment, make reasonable modifications, amendments, or additions to such restrictions; and

WHEREAS, it is the intention of Subdivider to amend such restrictions to provide that structures ancillary to the use of buildings erected on the lots may, to a limited extent, encroach on another lot, easement, or common area, as more fully described herein; and

WHEREAS, the Service Corporation joins in and concurs in the following:

NOW, THEREFORE, the Subdivider does hereby amend Article 2.01 of the aforescribed Declaration of Restrictions to read as follows, to-wit:

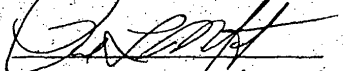
SETBACK RESTRICTIONS

2.01 Buildings may be erected on any of the lots at the lot line. The foundations of any building or structure shall not encroach upon another lot or easement or common area. For purposes of this covenant, eaves and steps shall not be considered as a part of the building. The Subdivider is authorized to permit encroachment by portions of a structure other than the foundation upon the common areas and easements provided that such permission shall be in writing. Such permission to encroach shall grant to the lot owner an easement for the use of such easement or common area to the extent authorized by the Subdivider and such grant

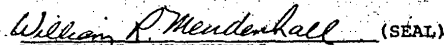
by the Subdivider shall enure to the benefit of the successors of the lot owner and shall be binding upon the successors of the Subdivider.


IN WITNESS WHEREOF, the Subdivider and the Service Corporation have executed this Amendment to the Declaration of Restrictions on this 11 day of September, 1979.

Signed, sealed, and delivered in the presence of:


William R. Mendenhall

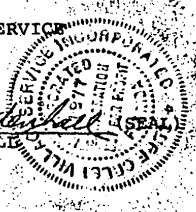
SURF CREST PROPERTY, LIMITED

 (SEAL)
WILLIAM R. MENDENHALL
General Partner


William R. Mendenhall

SURF CREST VILLAGE SERVICE CORPORATION

BY  (SEAL)
WILLIAM R. MENDENHALL
President



STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments personally appeared WILLIAM R. MENDENHALL, well known to me and known to me to be the General Partner of SURF CREST PROPERTY, LIMITED, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in him by said general partnership.

WITNESS my hand and official seal in the County and State last aforesaid, this 11 day of September, 1979.

My commission expires: 10/4/80

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared WILLIAM R. MENDENHALL, well known to me and known to me to be the President of SURF CREST VILLAGE SERVICE CORPORATION, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in him by said non-profit corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 11 day of September, 1979.

My commission expires: 10/4/80

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY

1979 SEP 11 AM 11:08

CLERK CIRCUIT COURT

AMENDED DECLARATION OF RESTRICTIONS
SURF CREST VILLAGE
SURF CREST VILLAGE SERVICE CORPORATION, INC.
AMENDED THIS 30TH DAY OF AUGUST, 1992

16-REC
65+850
I+R
J.M.
Traynor
WHEREAS, SURF CREST PROPERTY, LTD., a Limited Partnership, organized under the laws of the State of Florida, was the owner and original Subdivider of the following described property, situate, lying and being in St. Johns County, Florida; and

WHEREAS, the SURF CREST VILLAGE SERVICE CORPORATION, INC., is the present owner and pursuant to the Declarations of Restrictions recorded in Official Records Book 343 Page 207 and following was entrusted with the care of the common property and other duties and responsibilities enumerated therein; and

WHEREAS, by vote ninety percent (90%) of the owners of all of the lots or tracts in SURF CREST VILLAGE have by affirmative vote agreed to change the original covenants and restrictions as provided for in Section 13.01 of those restrictions; and

WHEREAS, a copy of the Resolution and the vote taken thereon showing approval by over ninety per cent (90%) of the lot owners is attached to this Declaration as Exhibit "A" authorizing these amended Declarations of Restrictions and,

WHEREAS, it is now desired by the owners of record and the SURF CREST VILLAGE SERVICE CORPORATION, INC., to place these changed restrictions and limitations as to each and every of the numbered lots hereafter set forth located in SURF CREST VILLAGE, a planned single-family development, and to limit the use for which each and every of said lots located in SURF CREST VILLAGE, according to map or plat thereof recorded at Map Book 13, Pages 11-13 of the public records of St. Johns County, Florida and the lots shown thereon.

NOW, THEREFORE, the SURF CREST VILLAGE SERVICE CORPORATION, INC. together with the requisite number of lot owners, do hereby declare that each and every of the numbered lots located in the following described parcel of property, situate, lying and being in St. Johns County, Florida, to-wit:

The South Three Hundred (300) feet of the North Eleven Hundred (1,100) feet of U. S. Lot Four (4), Section Three (3), Township Eight (8) South, Range Thirty (30) East, lying between the Atlantic Ocean on the East and the East line of the 100 foot right of way of the County Road (now known as State Road 1A) on the West,

And which is now described as SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, Pages

11-13 of the public records of St. Johns County,
Florida and the lots shown thereon.

hereinafter referred to as the "lots" or "said lots" are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made, and one of the express conditions thereof; and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows, to wit:

USE RESTRICTION

1.01 Each and every of the lots described above shall be known and described as residential lots, and no structure shall be constructed or erected on any residential lots other than one detached single family dwelling not to exceed two stories in height.

SETBACK RESTRICTIONS

2.01 Buildings may be erected on any of the lots at the lot line. For the purpose of this covenant, eaves and steps shall be considered as a part of the building. No portion of a building on a lot shall encroach upon another lot or easement or common area.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

3.01 None of said lots shall be divided or resubdivided.

3.02 Every new structure, placed on any lot, shall be constructed from new material, unless the use of other than new material therefore shall have received the written approval of the Architectural Design Committee.

3.03 No residence shall be constructed or maintained upon any lot which shall have a smaller area than 802 square feet.

NUISANCES, TRASH, ETC.

4.01 No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than forty (40) square inches advertising the property for sale or rent. Such

"For Sale" or "For Rent" sign shall be securely nailed or otherwise fastened securely to a stake or post which itself shall be fastened securely to a stake or post which itself shall be fastened into the ground, which shall project not more than two (2) feet above the surface of the ground and which shall not be located outside the lot lines. The developer, however, may erect and maintain on said property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement and sale of the property, regardless of whether they conform to the above standards.

4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

4.05 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than two (2) household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes and further provided that they are maintained under control, on leash, at all times.

4.06 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition. No fires or burning rubbish, trash, garbage, leaves or other debris shall be permitted.

4.07 No tractors, trucks, campers, motor homes, or trailers, including boats and boat trailers, may be parked overnight on any of the streets, roads, parking lots, or common grounds in this development, except in the fenced in area approved by the Service Corporation.

4.08 No clothesline or clothes pole may be placed on any lot or common ground.

4.09 No antenna, aerial, or other electric or electronic equipment of any kind shall be installed on the common grounds, or on the lots, or placed on or to the exterior of any dwelling unless written permission is obtained from the Architectural Design Committee and final approval is given in writing by the Service Corporation.

4.10 No lawn, hedge, tree or landscaping feature on any of said lots or common grounds shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of SURP CREST VILLAGE SERVICE CORPORATION or its duly appointed Architectural Design Committee or its agent. In the event that

any lawn, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the SURF CREST VILLAGE SERVICE CORPORATION as is hereafter described shall have the right, but not the obligation, to cut, trim, or maintain said lawn, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass or any other offense. If said charge is not paid to the Service Corporation within thirty (30) days after a bill therefor is deposited in the mails addressed to the last known owner or lessee of the lot at the address of the residence or building on said lot, or at the address of the owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible in the same manner as other delinquent fees as set forth in Article 10.06 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, hedges, trees or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards. No lot owner shall have the right to alter the landscaping, condition of lawns, trees and bushes of any of the common ground of this development.

WELL WATER

5.01 No discharge, overflow, or accumulation of any effluent from any container shall be permitted to exist on any lot or common ground, except as approved by the Service Corporation.

FENCES

6.01 No fences shall be permitted on lots or common ground or within the area between a residence and the lot line. The purpose of this section is to prohibit the use of fences within the planned single family development which are designed to fully or partially enclose, border or outline the lots, common grounds, or portion thereof. In the event of any dispute between a lot owner and the Subdivider, or its agent, or the Service Corporation or any other lot owner as to whether any feature is a fence which is restricted by this section, the decision of the Architectural Design Committee, regarding said feature, shall be final, except as approved by the Architectural Design Committee and the Service Corporation.

EASEMENTS

7.01 All easements for utilities, drainage, facilities and other purposes shown on the plats of SURF CREST VILLAGE, A Planned Single Family Development, recorded in the plat records of St. Johns County, Florida, are hereby reserved as perpetual

easements for utility installations and maintenance. Such easements may be designated anywhere in the common area from time to time by the Service Corporation but shall not cross a lot. The Service Corporation may also designate easements for walkways and shall so designate an easement of convenient walkway in a location to be selected by the Service Corporation from each lot to its parking area as designated in the plat at Map Book 13, pages 11 through 13 of the public records of St. Johns County, Florida.

DRAINAGE

8.01 No changes in elevations of the land shall be made to any lot which will interfere with the drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said lot by the Subdivider.

ARCHITECTURAL DESIGN COMMITTEE

9.01 No residences, additions thereto, add-ons, alterations, accessories, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee (hereinafter referred to as "Committee") appointed from time to time by the SURF CREST VILLAGE SERVICE CORPORATION, a non-profit Florida corporation (hereinafter referred to as the "Service Corporation") or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three persons who shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvements of the Subdivision or with the structures erected on

other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

9.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

9.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.

9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

9.05 Any agent or officer of the Service Corporation or the Design Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass or other offense for such entry or inspection.

9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrances for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the

Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement, or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee or such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval or any such design or designs or location or any other matter or thing referred to herein, within forty-five (45) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee, or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

9.09 In the event the Committee fails to give its written response within forty-five (45) days, either approving or denying the request of the applicant said request shall be considered approved. Any applicant may appeal decision of the Architectural Review Committee to the SURF CREST VILLAGE SERVICE CORPORATION Board of Directors within thirty (30) days. Said request for appeal shall be in writing and shall state the reasons for the appeal.

PROVISIONS FOR FEES FOR MAINTENANCE AND UPKEEP
AND FOR SPECIAL ASSESSMENTS

10.01 Each and every of said lots which has been sold, leased or conveyed by the Subdivider, except lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is SURF CREST VILLAGE SERVICE CORPORATION, a non-profit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws

shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

10.02 Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and the By-Laws of the Service Corporation as they may exist from time to time and as amended. Membership in the Service Corporation shall cease and terminate upon the sale, transfer or disposition of the member's lot. Each lot shall be entitled to one vote in the affairs of the Corporation. In the event a lot is owned by more than one person, firm or Corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast a vote for the membership concerned.

10.03 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots subject thereto, whether vacant lots or improved lots, shall be \$65.00. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Service Corporation may increase or decrease said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot shall not be raised more than twenty-five (25) per cent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51% of the Corporation eligible to vote who are present and vote. If said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot shall be entitled to one vote for each lot owned by him and each lot shall not be entitled to more than one vote.

10.04 In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. The Service Corporation shall account to the lot owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1980. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06 Each such fee and interest thereon and reasonable court costs and attorney's fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure the lot owner shall be required to pay a reasonable rental for the lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Service Corporation may file for record in the office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Corporation shall execute a proper recordable release of said lien. The provisions of this section shall also apply to any special assessments levied or authorized by the Board of Directors.

10.07 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a lot obtains title to the lot as a result of the foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for (up to a period of six (6) months maintenance fees) the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust,

transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel. The provisions and changes set forth herein shall not affect the lien of any mortgage now encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages.

10.08 Any person who acquires an interest in a lot, except through foreclosures of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees due and owing by the former lot owner have been paid.

10.09 The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any lot owner or group of lot owners or to any third party.

10.10 The purchasers of lessees of lots or parcels in the development by the acceptance of deeds or leases therefor, whether from the developer or subsequent owners or lessees of such lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest, upon lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided for herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligations is to run with the land so that the successors or owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

10.11 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of SURF CREST VILLAGE, A Planned Single Family Development, recorded in the public records of St. Johns County, Florida, affecting properties located in SURF CREST VILLAGE, A Planned Single Family Development, namely:

(a) Improving or maintaining such streets, swales, parks, and other open spaces, including all grass plots and other planted areas within the line of rights-of-way which areas exist for the general use of all lot owners in SURF CREST VILLAGE, A Planned Single Family Development, or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the developer or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter

created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said development and their successors in interest insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges, and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the development and the streets and public areas contiguous thereto neat, attractive, and in good order.

(b) The cleaning and lighting of streets, walkways, pathways, and public areas within or bordering upon the development, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.

(c) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 10.12(a) through (d) and due and payable by the developer or the Service Corporation.

(d) The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

10.12 The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

10.13 No lot owner, parcel owner, or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

10.14 The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

10.15 Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

10.16 Special assessments: The Service Corporation may from time to time authorize special assessments in order to

assist it with its obligations and duties hereunder. However, no such special assessment or special assessments shall total more than two hundred fifty (\$250.00) per lot during any one calendar year without first having obtained the affirmative vote of at least fifty-one (51) per cent of the lot owners.

ADDITIONAL RESTRICTIONS

11.01 Additional restrictions may be added from time to time by the affirmative vote of those same percentages set forth in paragraph thirteen (13) below. However, no such changes or additional restrictive covenants or modifications or amendments thereto shall affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change section 10.03 herein pertaining to the amount and fixing of fees.

DEFINITION OF "SUCCESSORS AND ASSIGNS"

12.01 As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designed as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

DURATION OF RESTRICTIONS

13.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2002, at which time said covenants and restrictions shall automatically be extended for successive period of ten (10) years, unless commencing with the year 2002 by vote of ninety (90) per cent of the then owners of all of the lots or tracts in SURF CREST VILLAGE, or commencing with December 31, 2007, by vote of seventy-five (75) per cent of the then owners of all of the lots or tracts in SURF CREST VILLAGE SUBDIVISION, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS

14.01 In the event the Board of Directors of the Service Corporation or any member of the Service Corporation is required to take judicial action in order to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, the prevailing party shall be

entitled to all costs and attorney's fees associated with said action.

SEVERABILITY

15.01 Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

DEFINITIONS

16.01 The word "Subdivider" and "Developer" as used herein means SURF CREST PROPERTY, LTD., a limited partnership, organized and existing under the laws of the State of Florida.

16.02 "Common area" and "Common grounds" as used herein means all of SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, except the forty-seven (47) lots designated, defined and located in said plat.

16.03 "Subdivision" as may be used herein is defined to mean SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, and does not mean that said SURF CREST VILLAGE, A Planned Single Family Development, is a subdivision.

16.04 "Lot" as used herein and in any conveyance with reference to SURF CREST VILLAGE, means only the lot as described and located in Map Book 13, pages 11 through 13 and does not include the common grounds.

PARKING

17.01 The lot owners and their guests shall park in the numbered spaces as shown on the plat at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, except that the spaces numbered 13 are for the benefit of Lot Number 12-B and the unnumbered spaces Southeast of Lot 11 are for the benefit of Lot 12-A or shall park in those areas designated from time to time by the Board of Directors of the SURF CREST VILLAGE SERVICE CORPORATION.

O.R. 956 PG 0820


IN WITNESS WHEREOF, the President of the SURF CREST VILLAGE SERVICE CORPORATION has executed this Declaration of Restrictions this date and the Secretary has attested to same.

SURF CREST VILLAGE SERVICE CORPORATION, INC.

Witnesses:


JOHN MICHAEL TRAYNOR
(Typed name)

By 
SHIRLEY HIGGINBOTHAM
Its President


KAREN A. HIGGINS
(Typed name)

ATTESTED TO:


DATED: August 30, 1992

By 
CECELIA FARRELL
Its Secretary

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 30th day of August, 1992, before me, an officer duly qualified to take acknowledgments, personally appeared SHIRLEY HIGGINBOTHAM and CECELIA FARRELL, known to me to be the President and Secretary, respectively, of SURF CREST VILLAGE SERVICE CORPORATION, INC., who executed the foregoing AMENDED DECLARATION OF RESTRICTIONS and acknowledged before me that they executed the same on behalf of the corporation and did show their Driver's License and did take an oath.


JOHN MICHAEL TRAYNOR
Notary Public
State of Florida at Large
My Commission Expires: _____



JOHN MICHAEL TRAYNOR
MY COMMISSION EXPIRES
AUG 12, 1995
SIGNED THROUGH REMITTANCE DATE

RESOLUTION OF LANDOWNERS OF
SURF CREST VILLAGE SERVICE CORPORATION, INC.
TO AMEND THE DECLARATION OF RESTRICTIONS

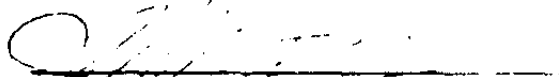
WHEREAS, a meeting of the Landowners of Surf Crest Village and of Surf Crest Village Service Corporation, Inc. was duly held on the 30th day of August, 1992, at Surf Crest Village, St. Augustine, St. Johns County, Florida, 32084, and there was presented, discussed and addressed at the meeting a proposal to amend the Declaration of Restrictions, and

WHEREAS, after discussion a Motion was made and seconded to amend the Declaration of Restrictions of Surf Crest Village, according to map or plat thereof recorded in Map Book 13, Pages 11-13 of the public records of St. Johns County, Florida, and the lots shown thereon, and the Landowners upon vote determined by a 90% affirmative vote of all of the lots or tracts in Surf Crest Village to change said covenants and restrictions in whole or in part as contained in the original Amended Declaration of Restrictions to which this Resolution is attached.

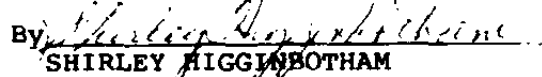
IT IS THEREFORE RESOLVED that the Amended Declaration of Restrictions dated August 30, 1992 is hereby ratified, approved and confirmed at the meeting of Landowners held on the same date as above and are to be recorded in the public records of St. Johns County, Florida.

SURF CREST VILLAGE SERVICE
CORPORATION, INC.


Witnesses:



JOHN MICHAEL TRAYNOR
(Typed name)

By 

SHIRLEY HIGGINS BOTHAM
Its President



KAREN A. HIGGINS
(Typed name)

ATTESTED TO:

DATED: August 30, 1992

By 

CECELIA FARRELL
Its Secretary

I HEREBY CERTIFY that the above is a true and correct copy of the Resolution duly and regularly passed by the Landowners of Surf Crest Village Service Corporation, Inc. at a regular meeting of the Landowners held on the date shown and that at such meeting

a quorum was present and voting; and I further certify that said Resolution is still in full force and effect and has not been revoked.

ATTESTED TO:

August 30, 1992

BY

Cecelia Farrell
CECELIA FARRELL
Its Secretary

SURF CREST VILLAGE
REVITALIZED AMENDED
DECLARATION OF RESTRICTIONS

REVITALIZED AMENDED DECLARATION OF RESTRICTIONS OF
SURF CREST VILLAGE
SURF CREST VILLAGE SERVICE CORPORATION, INC.

REVITALIZED THIS 26 DAY OF February, 2013

WHEREAS, SURF CREST PROPERTY, LTD., a Limited Partnership, organized under the laws of the State of Florida, was the owners and original Subdivider of the following described property, situate, lying and being in St. Johns County, Florida; and

WHEREAS, the SURF CREST VILLAGE SERVICE CORPORATION, INC., is the present owner and pursuant to the Declarations of Restrictions recorded in Official Records Book 343 Page 207 and following was entrusting with the care of the common property and other duties and responsibilities enumerated therein; and

WHEREAS, by vote ninety percent (90%) of the owners of all of the lots or tracts in SURF CREST VILLAGE agreed by affirmative vote to change the original covenants and restrictions as provided for in Section 13.01 of those restrictions; and

WHEREAS, the Declaration of Restrictions of Surf Crest Village was amended and restated ("Amended Declaration") on August 30, 1992, and recorded on September 10, 1992 at Official Records Book 956, Page 807 of the Public Records of St. Johns County; and

WHEREAS, a majority of the members have voted at a duly called membership meeting or have agreed in writing to approve the revitalization of the Amended Declaration, pursuant to the restrictions as set forth in F.S. 720.403-407 (2012); and

WHEREAS it is now desired by the owners of record and the SURF CREST VILLAGE SERVICE CORPORATION, INC., to revitalize these restrictions and limitations as to each and every of the numbered lots hereafter set forth located in SURF CREST VILLAGE, a planned single-family development, and to limit the use for which each and every of said lots located in SURF CREST VILLAGE, according to map or plat thereof recorded at Map Book 13, Pages 11-13 of the public records of St. Johns County, Florida and the lots shown thereon.

NOW, THEREFORE, the SURF CREST VILLAGE SERVICE CORPORATION, INC. together with the requisite number of lot owners, do hereby declare that each and every of the numbered lots located in the following described parcel of property, situate, lying and being in St. Johns County, Florida, to-wit:

The South Three Hundred (300) feet of the North Eleven Hundred (1,100) feet of U.S. Lot Four (4), Section Three (3), Township Eight (8) South, Range Thirty (30) East, lying between the Atlantic Ocean on the East and the East line of the 100 foot right of way of the County Road (now known as State Road A1A) on the West,

And which is now described as SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, Pages 11-13 of the public records of St. Johns County, Florida and the lots shown thereon.

Hereinafter referred to as the "lots" or "said lots" are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made, and one of the express conditions thereof; and that said restrictions and limitations are intended to be, and shall be taken as covenants to run with the land, and are as follows, to wit:

USE RESTRICTION

1.01 Each and every of the lots described above shall be known and described as residential lots, and no structure shall be constructed or erected on any residential lots other than on detached single family dwelling not to exceed two stories in height.

SETBACK RESTRICTIONS

2.01 Buildings may be erected on any of the lots at the lot line. For the purpose of this covenant, eaves and steps shall be considered as a part of the building. No portion of a building on a lot shall encroach upon another lot or easement or common area.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

3.01 None of said lots shall be divided or resubdivided.

3.02 Every new structure, placed on any lot, shall be constructed from new material, unless the use of other than new material therefore shall have received the written approval of the Architectural Design Committee.

3.03 No residence shall be constructed or maintained upon any lot which shall have a smaller area than 802 square feet.

NUISANCES, TRASH, ETC.

4.01 No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence if a temporary character be permitted.

4.03 No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than forty (40) square inches advertising the property for sale or rent. Such "For Sale" or "For Rent" sign shall be securely nailed or otherwise fastened securely to a stake or post which itself shall be fastened securely to a stake or post which itself shall be fastened into the ground which shall project not more than two (2) feet above the surface of the ground and which shall not be located outside the lot lines. The developer, however, may erect and maintain on said property and signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement and sale of the property, regardless of whether they conform to the above standards.

4.04 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

4.05 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than two (2) household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes and further provided that they are maintained under control, on leash, at all times.

4.06 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition. No fires or burning rubbish, trash, garbage, leaves or other debris shall be permitted.

4.07 No tractors, trucks, campers, motor homes, or trailers, including boat and boat trailers, may be parked overnight on any of the streets, roads, parking lots, or common grounds in this development, except in the fenced in area approved by the Service Corporation.

4.08 Clotheslines or clothes pole may only be placed on any lot upon approval in writing by the Architectural Design committee of the Association.

4.09 No antenna, aerial, or other electric or electronic equipment of any kind shall be installed on the common grounds, or on the lots, or placed on or to the exterior of any dwelling unless written permission is obtained from the Architectural Design committee and final approval is given in writing by the Service Corporation.

4.10 No lawn, hedge, tree or landscaping feature on any of said lots or common grounds shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of SURF CREST VILLAGE SERVICE CORPORATION or its duly appointed Architectural Design Committee or its agent. In the event that any lawn, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the SURF CREST VILLAGE SERVICE CORPORATION as is hereafter described shall maintain said lawn, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass or any other offense. If said charge is not paid to the Service Corporation within thirty (30) days after a bill therefor is deposited in the mails addressed to the last known owner or lessee of the lot at the address of the residence or building on said lot, or at the address of the owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible in the same manner as other delinquent fees as set forth in Article 10.06 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, hedges, trees or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees or bushes, diseased lawns and similar standards. No lot owner shall have the right to alter the landscaping, condition of lawns, trees and bushes of any of the common ground of this development.

WELL WATER

5.01 No discharge, overflow, or accumulation of any effluent from any container shall be permitted to exist on any lot or common ground, except as approved by the Service Corporation.

FENCES

6.01 No fences shall be permitted on lots or common ground or within the area between a residence and the lot line. The purpose of this section is to prohibit the use of fences within the planned single family development which are designed to fully or partially enclose, border or outline the lots, common grounds, or portion thereof. In the event of any dispute between a lot owner and the Subdivider, or its agent, or the Service Corporation or any other lot owner as to whether any feature is a fence which is restricted by this section, the decision of the Architectural Design Committee, regarding said feature, shall be final, except as approved by the Architectural Design Committee and the Service Corporation.

EASEMENTS

7.01 All easements for utilities, drainage, facilities and other purposes shown on the plats of SURF CREST VILLAGE, A Planned Single Family Development, recorded in the plat records of St. Johns County, Florida are hereby reserved as perpetual easements for utility installations and maintenance. Such easements may be designated anywhere in the common area from time to time by the Service Corporation but shall not cross a lot. The Service Corporation may also designate easements for walkways and shall so designate an easement of convenient walkway in a location to be selected by the Service Corporation from each lot to its parking area as designated in the plat at Map Book 13, pages 11 through 13 of the public records of St. Johns County, Florida.

DRAINAGE

8.01 No changes in elevations of the land shall be made to any lot which will interfere with the drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said lot by the Subdivider.

ARCHITECTURAL DESIGN COMMITTEE

9.01 No residences, additions thereto, add-ons, alterations, accessories, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee (hereinafter referred to as "Committee") appointed from time to time by the SURF CREST VILLAGE SERVICE CORPORATION, a non-profit Florida corporation (hereinafter referred to as the "Service Corporation") or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three persons who shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by

and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvements of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

9.02 The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in these restrictions.

9.03 The approval of the Committee for use on any lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided, for use on other lots.

9.04 If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having obtained as required by these restrictions.

9.05 Any agent or officer of the Service Corporation or the Design Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass or other offense for such entry or inspection.

9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots for the purpose of protecting purchasers and encumbrances for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or

encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement, or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee or such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval or any such design or designs or location or any other matter or thing referred to herein, within forty-five (45) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee, or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

9.09 In the event the Committee fails to give its written response within forty-five (45) days, either approving or denying the request of the applicant said request shall be considered approved. Any applicant may appeal decision of the Architectural Review Committee to the SURF CREST VILLAGE SERVICE CORPORATION Board of Directors within thirty (30) days. Said request for appeal shall be in writing and shall state the reasons for the appeal.

**PROVISIONS FOR FEES FOR MAINTENANCE AND UPKEEP
AND FOR SPECIAL ASSESSMENTS**

10.01 Each and every of said lots which has been sold, leased or conveyed by the Subdivider, except lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is SURF CREST VILLAGE SERVICE CORPORATION, a non-profit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

10.02 Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation

and the By-Laws of the Service Corporation as they may exist from time to time and as amended. Membership in the Service Corporation shall cease and terminate upon the sale, transfer or disposition of the member's lot. Each lot shall be entitled to one vote in the affairs of the Corporation. In the event a lot is owned by more than one person, firm or Corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast a vote for the membership concerned.

10.03 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots subject thereto, whether vacant lots or improved lots, shall be \$65.00. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Service Corporation may increase or decrease said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot shall not be raised more than twenty-five (25) per cent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51% of the Corporation eligible to vote who are present and vote. If said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot shall be entitled to one vote for each lot owned by him and each lot shall not be entitled to more than one vote.

10.04 In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. The Service Corporation shall account to the lot owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1980. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06 Each such fee and interest thereon and reasonable court costs and attorney's fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot of property with respect to which it is due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure the lot owner shall be required to pay a

reasonable rental for the lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Service Corporation may file for record in the office of the Clerk of the Circuit Court for St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Corporation shall execute a proper recordable release of said lien. The provisions of this section shall also apply to any special assessments levied or authorized by the Board of Directors.

10.07 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a lot obtains title to the lot as a result of the foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for (up to a period of six (6) months maintenance fees) the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel. The provisions and changes set forth herein shall not affect the lien of any mortgage now encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages.

10.08 Any person who acquires an interest in a lot, except through foreclosures of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees due and owing by the former lot owner have been paid.

10.09 The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any lot owner or group of lot owners or to any third party.

10.10 The purchasers or lessees of lots or parcels in the development by the acceptance of deeds or leases therefor, whether from the developer or subsequent owners or lessees of such lots, or by the signing of contracts or agreements to purchase the same, shall become personally obliged to pay such fees including interest, upon lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided for herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligations is to run with the land so that the successors or owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

10.11 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and thing in any part of SURF CREST VILLAGE, A Planned Single Family Development, recorded in the public

records of St. Johns County, Florida, affecting the properties located in SURF CREST VILLAGE, A Planned Single Family Development, namely:

- (a) Improving or maintaining such streets, swales, parks, and other open spaces, including all grass plots and other planted areas within the line of rights-of-way which areas exist for the general use of all lot owners in SURF CREST VILLAGE, A Planned Single Family Development, or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the developer or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said development and their successors in interest insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges, and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the development and the streets and public areas contiguous thereto neat, attractive, and in good order.
- (b) The cleaning and lighting of streets, walkways, pathways, and public areas within or bordering upon the development, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.
- (c) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 10.11 (a) through (d) and due and payable by the developer or the Service Corporation.
- (d) The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

10.12 The enumeration of the matters and things for which the proceeds may be applied shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

10.13 No lot owner, parcel owner, or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

10.14 The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

10.15 Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

10.16 Special Assessments: The Service Corporation may from time to time authorize special assessments in order to assist it with its obligations and duties hereunder. However, no such special assessment or special assessments shall total more than two hundred fifty (\$250.00) per lot during any one calendar year without first having obtained the affirmative vote of at least fifty-one (51) per cent of the lot owners.

ADDITIONAL RESTRICTIONS

11.01 Additional restrictions may be added from time to time by the affirmative vote of those same percentages set forth in paragraph thirteen (13) below. However, no such changes or additional restrictive covenants or modifications or amendments thereto shall affect the lien or any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change section 10.03 herein pertaining to the amount and fixing of fees.

DEFINITION OF "SUCCESSORS AND ASSIGNS"

12.01 As used in these restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider, who are designed as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

DURATION OF RESTRICTIONS

13.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2002, at which time said covenants and restrictions shall automatically be extended for successive period of ten (10) years, unless commencing with the year 2002 by vote of ninety (90) per cent of the then owners of all of the lots or tracts in SURF CREST VILLAGE, or commencing with December 31, 2007, by vote of seventy-five (75) per cent of the then owners of all of the lots or tracts in SURF CREST VILLAGE SUBDIVISION, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS

14.01 In the event the Board of Directors of the Service Corporation or any member of the Service Corporation is required to take judicial action in order to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, the prevailing party shall be entitled to all costs and attorney's fees associated with said action.

SEVERABILITY

15.01 Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Subdivider, its successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

DEFINITIONS

16.01 The word “Subdivider” and “Developer” as used herein means SURF CREST PROPERTY, LTD., a limited partnership, organized and existing under the laws of the State of Florida.

16.02 “Common area” and “Common grounds” as used herein means all of SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, except the forty-seven (47) lots designated, defined and located in said plat.

16.03 “Subdivision” as may be used herein is defined to mean SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, and does not mean that said SURF CREST VILLAGE, A Planned Single Family Development, is a subdivision.

16.04 “Lot” as used herein and in any conveyance with reference to SURF CREST VILLAGE, means only the lot as described and located in Map Book 13, pages 11 through 13 and does not include the common grounds.

PARKING

17.01 The lot owners and their guests shall park in the numbered spaces as shown on the plat at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, except that the spaces numbered 13 are for the benefit of Lot Number 12-B and the unnumbered spaces Southeast of Lot 11 are for the benefit of Lot 12-A or shall park in those areas designated from time to time by the Board of Directors of the SURF CREST VILLAGE SERVICE CORPORATION.

PARCELS AND OWNERS SUBJECT TO THIS REVITALIZED AMENDED DECLARATION

Pursuant to the requirements of F.S. 720.405 (2012), the following Parcels are hereby specifically subject to this Revitalized Amended Declaration:

1. **JULIA G. BATLINER, AN UNMARRIED PERSON AND AS TRUSTEE OF THE JULIA G. BATLINER REVOCABLE TRUST OF 2012 U/A/D 1/9/12 – LOT 1**

LOT 1, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0010

PROPERTY ADDRESS: 1 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

2. **JOSEPHINE COMETTI AND MARIO P. COMETTI– LOT 2**

LOT 2, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0020

PROPERTY ADDRESS: 2 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

3. **EDMUND J. MORRISSEY AND JODY B. MORRISSEY, TRUSTEES OF THE MORRISSEY FAMILY TRUST – LOT 3**

LOT 3, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0030

PROPERTY ADDRESS: 3 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

4. **WILLIAM R. ODOM AND MARTHA C. ODOM – LOT 4**

LOT 4, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0040

PROPERTY ADDRESS: 4 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

5. **SHIRLEY DELEE HIGGINBOTHAM – LOT 5**

LOT 5, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0050

PROPERTY ADDRESS: 5 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

6. **KAREN CANDLER AND CHRISTOPHER CANDLER – LOT 6**

LOT 6, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0060

PROPERTY ADDRESS: 6 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

7. **RAMONA SOPHIE NOVAK AND AMELIA NOVAK KEY – LOT 7**

LOT 7, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0070

PROPERTY ADDRESS: 7 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

8. **RIDLEY BEACH HOUSE, LLC – LOT 18**

LOT 18, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11 THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

FLORIDA. SUBJECT TO COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207; EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263; AMENDMENT TO DECLARATION OF RESTRICTION FOR SURF CREST PROPERTY, LIMITED RECORDED IN OFFICIAL RECORDS 425, PAGES 673-675; AND GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS 425, PAGES 676-678; ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AND AMENDMENT OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS. PARCEL ID NUMBER: 172480-0180

PROPERTY ADDRESS: 18 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

9. **CURRAN L. SPOTTSWOOD, III AND DIANA N. SPOTTSWOOD – LOT 19**

LOT 19, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0190

PROPERTY ADDRESS: 19 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

10. **LAURIE R. MURRAY AND DELORES MURRAY – LOT 20**

LOT 20, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. TOGETHER WITH THAT CERTAIN GRANT OF EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 425, PAGE 677 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY. PARCEL ID NUMBER: 172480-0200

PROPERTY ADDRESS: 20 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

11. **MICHAEL J. MCKENNEY, AS TRUSTEE OF THE MICHAEL J. MCKENNEY LIVING TRUST DATED THE 20TH DAY OF JUNE 1997 AND JAMES A. MCKINNEY, III, AS TRUSTEE (AND ANY SUCCESSOR TRUSTEE) OF THE JAMES A. MCKINNEY, III DECLARATION OF LIVING TRUST DATED THE 1ST DAY OF OCTOBER 1996 – LOT 21**

LOT 21, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, AS AMENDED, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0210

PROPERTY ADDRESS: 21 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

12. **STEPHEN E. O'DAY AND FRAN B. O'DAY – LOT 22**

LOT 22, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0220

PROPERTY ADDRESS: 22 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

13. **PHILIP E. WILSON, SR. AND SANDRA S. WILSON – LOT 23**

LOT 23, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0230

PROPERTY ADDRESS: 23 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

14. **JAMES S. BOYD, JR. AND GWEN C. BOYD AS TO ½ INTEREST AND RONALD TURNER, AND GAIL B. TURNER AS TO ½ INTEREST – LOT 14**

LOT 14, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11 THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0140

PROPERTY ADDRESS: 14 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

15. **SUZANNE GARVEY AND PATRICK J. GARVEY – LOT 15**

LOT 15, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0150

PROPERTY ADDRESS: 15 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

16. **JAMES C. GEIB AND SANDRA A. GEIB, THEIR SUCCESSORS AS TRUSTEES OF THE JAMES C. GEIB REVOCABLE LIVING TRUST DATED THE 1ST DAY OF FEBRUARY 2005 – LOT 16**

LOT 16, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0160

PROPERTY ADDRESS: 16 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

17. **ANGEL L. HERNANDEZ AND MARY E. HERNANDEZ – LOT 17**

LOT 17, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0170

PROPERTY ADDRESS: 17 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

18. **GRACE J. GALLOWAY – LOT 24**

LOT 24, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0240

PROPERTY ADDRESS: 24 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

19. **WILLIAM T. CAPOBIANCO AND MARGARET E. CAPOBIANCO AND MARLIES CAPOBIANCO AND DOLCE CAPOBIANCO A/K/A DULCEY CAPOBIANO, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP – LOT 25**

LOT 25, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0250

PROPERTY ADDRESS: 25 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

20. **ERIC S. DOTEN AND LYNNE H. DOTEN, OR THEIR SUCCESSORS IN TRUST, UNDER THE DOTEN LIVING TRUST DATED OCTOBER 24, 2006 AND ANY AMENDMENTS THERETO – LOT 26**

LOT 26, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0260

PROPERTY ADDRESS: 26 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

21. **JOHN ERIC SCHUHLE, AS TRUSTEE OF THE JOHN ERIC SCHUHLE REVOCABLE TRUST UAD 02/20/07 – LOT 27**

LOT 27, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, THRU 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0270

PROPERTY ADDRESS: 27 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

22. **LINDA BROWN – LOT 28**

LOT 28, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 13, PAGE 11, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0280

PROPERTY ADDRESS: 28 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

23. **FRANCIS A. KASPER AND SHARON K. KASPER, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE KASPER LIVING TRUST, DATED JANUARY 30, 2002 AND ANY AMENDMENTS THERETO – LOT 29**

LOT 29, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DATED AND FILED JULY 27, 1977, AND RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AS AMENDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS; AND AS FURTHER AMENDED IN OFFICIAL RECORDS BOOK 425, PAGE 673, SAID PUBLIC RECORDS. SUBJECT TO: EASEMENT – FLORIDA POWER & LIGHT COMPANY, DATED

DECEMBER 14, 1977, AND FILED DECEMBER 16, 1977, AS RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0290

PROPERTY ADDRESS: 29 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

24. RICHARD CUTTS AND HAZEL S. CUTTS, AS TRUSTEES OF THE RICHARD CUTTS AND HAZEL S. CUTTS MATER TRUST AGREEMENT DATED APRIL 12, 1993 – LOT 30

LOT 30, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DATED AND FILED JULY 27, 1977, AND RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AS AMENDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS; AND AS FURTHER AMENDED IN OFFICIAL RECORDS BOOK 425, PAGE 673, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: EASEMENT FROM SURF CREST PROPERTY LTD., A FLORIDA LIMITED PARTNERSHIP, TO FLORIDA POWER & LIGHT COMPANY, DATED DECEMBER 14, 1977, AND FILED DECEMBER 16, IN ST. JOHNS COUNTY, FLORIDA, IN OFFICIAL RECORDS BOOK 358, PAGE 263. PARCEL ID NUMBER: 172480-0300

PROPERTY ADDRESS: 30 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

25. DAVID W. BROWN, CINDY K. BROWN, HIS WIFE AND PAUL E. BROWN, AND ALLISON S. BROWN, HIS WIFE – LOT 31

LOT 31, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0310

PROPERTY ADDRESS: 31 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

26. GERALD B. SIDNER, AS TRUSTEE OF GERALD B. SIDNER REVOCABLE LIVING TRUST DATED NOVEMBER 5, 2004, MARTHA H. SIDNER, AS TRUSTEE OF MARTHA H. SIDNER REVOCABLE LIVING TRUST DATED NOVEMBER 5, 2004, JAMES A. COARSEY AND GINA W. COARSEY – LOT 32

LOT 32, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0320

PROPERTY ADDRESS: 32 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

27. MARTHA ANN MINX, AS TRUSTEE, OR SUCCESSOR TRUSTEE(S), UNDER THE MARTHA ANN MINX REVOCABLE TRUST, DATED EFFECTIVE JUNE 15, 2000, AS AMENDED AND RESTATED IN ITS ENTIRETY ON MARCH 24, 2010, WITH FULL POWER AND AUTHORITY EITHER TO PROTECT, CONSERVE, AND TO SELL, OR TO LEASE, OR TO MORTGAGE, OR TO ENCUMBER, OR OTHERWISE TO MANAGE AND DISPOSE OF SAID HOMESTEAD PROPERTY DESCRIBED IN THIS INSTRUMENT – LOT 33

LOT 33, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH ALL APPURTENANCES THERETO . PARCEL ID NUMBER: 172480-0330

PROPERTY ADDRESS: 33 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

28. **SALLY S. NORD AND BARBARA S. BENGSTON – LOT 34**

LOT 34, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0340

PROPERTY ADDRESS: 34 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

29. **JEFFREY J. HATIN AND JODI L. KODRATY-HATIN – LOT 35**

LOT 35, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS OF RECORD, IF ANY. PARCEL ID NUMBER: 172480-0350

PROPERTY ADDRESS: 35 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

30. **JANET MARIE WILLIAMS – LOT 41**

LOT 41, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0410

PROPERTY ADDRESS: 41 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

31. **HARLEY D. HEAD, III AND PAMELA A. HEAD – LOT 42**

LOT 42, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGE(S) 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0420

PROPERTY ADDRESS: 42 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

32. **ROGER G. FUSSELL AND GARY LEE MOBLEY – LOT 47**

LOT 47, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DATED AND FILED JULY 27, 1977, AND RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AS AMENDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS; AND AS FURTHER AMENDED IN OFFICIAL RECORDS BOOK 425, PAGE 673, SAID PUBLIC RECORDS. SUBJECT TO: EASEMENT – FLORIDA POWER & LIGHT COMPANY, DATED DECEMBER 14, 1977, AND FILED DECEMBER 16, 1977, AS RECORDED IN OFFICIAL RECORDS BOOK 358,

PAGE 263, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0470

PROPERTY ADDRESS: 47 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

33. **KRISTINE LANSER TARSHIS, AS TRUSTEE OF THE BARBARA J. LANSER REVOCABLE LIVING TRUST AGREEMENT UAD SEPTEMBER 13, 2002, AS RESTATED ON OCTOBER 10, 2007 – LOT 48**

LOT 48, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0480

PROPERTY ADDRESS: 48 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

34. **MICHAEL W. RENTZ AND CYNTHIA H. RENTZ – LOT 43**

LOT 43, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 13, PAGE(S) 11 THROUGH 13, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS OF RECORD AND TAXES FOR THE CURRENT YEAR. PARCEL ID NUMBER: 172480-0430

PROPERTY ADDRESS: 43 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

35. **PAUL MACIOCH AND KATHRYN MACIOCH – LOT 44**

LOT 44, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS OF RECORD, IF ANY. PARCEL ID NUMBER: 172480-0440

PROPERTY ADDRESS: 44 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

36. **DONALD RUTH AND GINA RUTH – LOT 45**

LOT 45, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0450

PROPERTY ADDRESS: 45 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

37. **SHAWN M. BORANDI AND MICHELLE R. BORANDI – LOT 46**

LOT 46, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0460

PROPERTY ADDRESS: 46 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

38. **CECILIA F. FARRELL – LOT 36**

LOT 36, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0360

PROPERTY ADDRESS: 36 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

39. **DONNA J. McCANN AND RONALD J. McCANN – LOT 37**

LOT 37, SURF CREST VILLAGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0370

PROPERTY ADDRESS: 37 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

40. **SCOTT SAWYER AND LEAH FITZPATRICK, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP – LOT 38**

LOT 38, SURF CREST VILLAGE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE(S) 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0380

PROPERTY ADDRESS: 38 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

41. **JAMES C. GEIB AND SANDRA A. GEIB, THEIR SUCCESSORS AS TRUSTEES OF THE JAMES C. GEIB REVOCABLE LIVING TRUST DATED THE 1ST DAY OF FEBRUARY 2005 AND SANDRA A. GEIB AND JAMES C. GEIB, THEIR SUCCESSORS AS TRUSTEES OF THE SANDRA A. GEIB REVOCABLE LIVING TRUST DATED THE 1ST DAY OF FEBRUARY 2005 – LOT 39**

LOT 39, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0390

PROPERTY ADDRESS: 39 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

42. **STEPHEN S. RUSHING AND JULIE A. RUSHING – LOT 40**

LOT 40, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0400

PROPERTY ADDRESS: 40 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

43. **THOMAS M. SLIVA AND DONNA C. SLIVA – LOT 8**

LOT 8, OF SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 11 THRU 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0080

PROPERTY ADDRESS: 8 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

44. GUY R. WATTS AND BARBARA WATTS – LOT 9

LOT 9, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0090

PROPERTY ADDRESS: 9 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

45. KERRI ANN CANEPA, KRISTI SUE SAXON, AND KATHI BESS CANEPA – LOT 10

LOT 10, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN EASEMENT GRANTED TO GRANTOR IN GRANT OF EASEMENT AS RECORDED IN O.R. BOOK 343, PAGE 207. PARCEL ID NUMBER: 172480-0100

PROPERTY ADDRESS: 10 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

46. THE HUSTED FAMILY TRUST – LOT 11

LOT 11, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 13, PAGES 11, THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0110

PROPERTY ADDRESS: 11 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

47. THOMAS M. SLIVA AND DONNA C. SLIVA – LOT 12

LOT 12-A, SURF CREST VILLAGE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGE(S) 11, 12, AND 13, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0120

PROPERTY ADDRESS: 12 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

IN WITNESS WHEREOF, the President of the SURF CREST VILLAGE SERVICE CORPORATION has executed this Declaration of Restrictions this date and the Secretary has attested to same.

SURF CREST VILLAGE SERVICE CORPORATION, INC.

Witness:

Kristine Waddill

Print: Kristine Waddill

James A. McKinney
James A. McKinney
Its President

Witness:

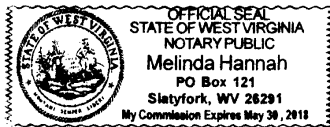
Coby Brown

Print: Coby Brown

DATED: 2-20-13

STATE OF West Virginia
COUNTY OF Branontas

I HEREBY CERTIFY that on this 20th day of February, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared James A. McKinney, known to me to be the President of SURF CREST VILLAGE SERVICE CORPORATION, INC., who executed the foregoing AMENDED DECLARATION OF RESTRICTIONS and acknowledged before me that he executed the same on behalf of the corporation and did show his Driver's License and did take an oath.



Melinda Hannah
Print Name: Melinda Hannah
Notary Public
State of WV at Large
My Commission Expires: May 30, 2018

IN WITNESS WHEREOF, the President of the SURF CREST VILLAGE SERVICE CORPORATION has executed this Declaration of Restrictions on the date listed above and the Secretary has attested to same.

ATTESTED TO

Witness:

Roberta H. Butler

ROBERTA H. BUTLER

Print:

Mary Ellen Hernandez
Mary Ellen Hernandez
Its Secretary

Witness:

Shanna Lee

Print: Shanna Lee

DATED: 2/26/13

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 26th day of February, 2013, before me, an officer duly qualified to take acknowledgments, personally appeared Mary Ellen Hernandez, known to me to be the Secretary of SURF CREST VILLAGE SERVICE CORPORATION, INC., who attested to the execution of the foregoing AMENDED DECLARATION OF RESTRICTIONS and acknowledged before me that she executed the same on behalf of the corporation and did show her Driver's License and did take an oath.

Shanna Lee

Print Name: _____

Notary Public

State of Florida at Large

My Commission Expires: _____



SHANNA LEE
MY COMMISSION # EE 100791
EXPIRES: June 6, 2015
Bonded Thru Budget Notary Service

RESOLUTION OF LANDOWNERS OF
SURF CREST VILLAGE SERVICE CORPORATION, INC.
TO AMEND THE DECLARATION OF RESTRICTIONS

WHEREAS, a meeting of the Landowners of Surf Crest Village and of Surf Crest Village Service Corporation, Inc. was duly held on the 26th day of February, 2013, at Surf Crest Village, St. Augustine, St. Johns County, Florida, 32080, and there was presented and discussed and addressed at the meeting a proposal to amend the Declaration of Restrictions, and

WHEREAS, after discussion a Motion was made and seconded to amend the Declaration of Restrictions of Surf Crest Village, according to map or plat thereof recorded in Map Book 13, Pages 11-13 of the public records of St. Johns County, Florida, and the lots shown thereon, and the Landowners upon vote determined by a 90% affirmative vote of all the lots or tracts in Surf Crest Village to change said covenants and restrictions in whole or in part as contained in the original Amended Declaration of Restrictions to which this Resolution is attached.

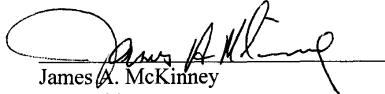
IT IS THEREFORE RESOLVED that the Amended Declaration of Restrictions dated February 26, 2013 is hereby ratified, approved and confirmed at the meeting of Landowners held on the same date as above and are to be recorded in the public records of St. Johns County, Florida.

SURF CREST VILLAGE SERVICE
CORPORATION, INC.

Witness:

Melinda Hannah

Print: Melinda Hannah


James A. McKinney
Its President

Witness:

Cathy Jane Brown

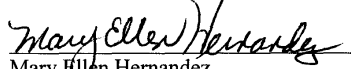
Print: Cathy Jane Brown

DATED: 2-20-13

I HEREBY CERTIFY that the above is a true and correct copy of the Resolution duly and regularly passed by the Landowners of Surf Crest Village Corporation, Inc. at a regular meeting of the Landowners held on the date shown and that at such meeting a quorum was present and voting; and I further certify that said Resolution is still in full force and effect and has not been revoked.

ATTESTED TO:

DATED: 2/26/13


Mary Ellen Hernandez
Its Secretary

**ARTICLES OF INCORPORATION
OF
SURF CREST VILLAGE**

ARTICLES OF INCORPORATION

OF

SURF CREST VILLAGE SERVICE INCORPORATED

(A corporation organized not for profit under the laws of the State of Florida)

1. Name. The name of the corporation is SURF CREST VILLAGE SERVICE INCORPORATED a corporation not for profit.

2. Purpose. The purpose for which the corporation is organized is to provide an entity responsible for the operation of the common grounds of SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, as well as to provide an Architectural Design Committee for approvals required by the restrictions of such development.

3. Qualification of Members and Manner of Admission. The members of this corporation shall constitute all of the record owners of lots of SURF CREST VILLAGE and the undersigned developers of the property in their respective classes as evidenced below:

Class A--Every owner of each and every of the lots of SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof at Map Book 13, page 11 through 13, public records of St. Johns County, Florida is a Class A member, whether such person or corporation has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise. Class A members are bound by the certificate of incorporation, the By-Laws of this corporation, and the deed restrictions. Each lot owner, upon acquiring title, automatically becomes a Class A member of this corporation and his Class A membership shall cease and terminate upon the sale, transfer, or disposition of the member's lot. Upon becoming qualified to vote, as established by the next paragraph, each member shall have one vote and where lots are owned by more than one member, the total number of votes to be cast shall not exceed, among all the owners, one vote per lot.

Class B--Class B members are the signers to these Articles of Incorporation. The Class B members shall be the only voting members of the corporation until eighty (80%) per cent of the lots in SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, are sold and conveyed as evidenced by the public records of St. Johns County, Florida, or such prior time as the Class B members shall determine, in their sole judgment, as evidenced by an amendment to the By-Laws of this corporation, at which time the Class A members shall become voting members of the corporation. At that time, Class B membership shall terminate.

4. Term. The existence of the corporation shall be perpetual unless the SURF CREST VILLAGE SERVICE CORPORATION is

terminated, and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. Name and Residence of the Incorporators. The names and residence addresses of the incorporators to these Articles of Incorporation are as follows:

William R. Mendenhall	Joseph A. Palermo
12 Grandview Street	17 Rafeal
St. Augustine, St. Johns	St. Augustine, St. Johns
County, Florida	County, Florida
32084	32084

Mario Fusto
5 Lakeshore Drive
St. Augustine, St. Johns
County, Florida, 32084

6. Directors and Officers. The affairs of the corporation shall be managed by its Board of Directors. The officers of the corporation shall be a President, a Vice-President, and a Secretary-Treasurer, which officers and directors shall be elected annually by the Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in these Articles of Incorporation, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consumation of agreements executed pursuant to such power are some or all of the persons with which the corporation enters into such agreements or who owns some or all of the proprietary interest in the entity or entities with whom the corporation entered into such agreements; and all such agreements shall be presumed conclusively to have been made and entered into by the directors and officers of this corporation in the valid exercise of their lawful powers.

7. Names of Officers. The names of the officers who are to serve until the first election or appointment are as follows: President, William R. Mendenhall; Vice-President, Mario Fusto; Secretary-Treasurer, Joseph A. Palermo.

8. Board of Directors. The Board of Directors shall consist of three persons initially and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

William R. Mendenhall	Mario Fusto
12 Grandview Street	5 Lakeshore Drive
St. Augustine, St. Johns	St. Augustine, St. Johns
County, Florida	County, Florida
32084	32084

Joseph A. Palermo
17 San Rafael
St. Augustine, St. Johns
County, Florida
32084

9. Limitations. Only members of the corporation may be officers of directors. Not more than one owner per unit may be a director or officer; notwithstanding, a director may also be an officer. The provisions of this paragraph shall not take effect until eighty (80%) per cent of the lots in SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, are sold and conveyed as established by the public records of St. Johns County, Florida.

11. Amendment of Articles. These Articles of Incorporation may be amended, altered, or rescinded only with the approval of not less than seventy-five (75%) percent of the members of the corporation qualified to vote.

12. By-Laws. By-Laws of this corporation may be made, altered, or rescinded by a vote of sixty (60%) percent of the members of the corporation qualified to vote in a regular or specially-called meeting for that purpose, provided that such By-Laws, alterations or rescissions shall not be in conflict with these Articles of Incorporation.

13. Powers. The corporation shall have all of the following powers:

(a) All the powers now or hereafter conferred upon corporations not for profit under the laws of the State of Florida.

(b) To acquire and enter into agreements whereby it acquires land, leaseholds, memberships or other possessory or use interests in lands or facilities.

(c) To contract with one or more third parties for the management of SURF CREST VILLAGE, A Planned Single Family Development, and to delegate to the contractor all powers and duties of the corporation such as are specifically required by these Articles of Incorporation or the By-Laws to have the approval of the Board of Directors on the membership of this corporation.

(d) To acquire, by purchase or otherwise, lots in SURF CREST VILLAGE, A Planned Single Family Development, according to map or plat thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida, subject nevertheless to the provisions of the By-Laws of this corporation and the restrictions upon the property.

(e) To operate and manage the SURF CREST VILLAGE SERVICE CORPORATION, the common grounds of SURF CREST VILLAGE, A Planned Single Family Development, the Architectural Design Committee, and all other matters in accordance with the sense, meaning, direction, purpose and intent of these Articles of Incorporation, the By-Laws, and deed restrictions upon lots and common grounds in SURF CREST VILLAGE, A Planned Single Family Development, as the same may, from time to time, be amended and to otherwise perform, fulfill, and exercise the powers, privileges, options, legal rights, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

14. Resident Agent. The incorporators have appointed PAUL L. MARTZ, Three Palm Row, St. Augustine, Florida, 32084 as their resident agent. The resident agent is a resident of St. Johns County, Florida, and his acceptance as such resident agent is attached hereto.

IN WITNESS WHEREOF, we, the undersigned, being each of the subscribers hereto, do hereby subscribe these Articles of

Incorporation and in witness whereof we have hereunto set our hands and seals this 25 day of August, 1977.

15/ William R. Mendenhall
WILLIAM R. MENDENHALL

15/ Joseph A. Palermo
JOSEPH A. PALERMO


15/ Mario M. Fusto
MARIO FUSTO

SWORN TO AND SUBSCRIBED before me, this 26th day of Aug, 1977.

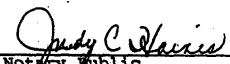
15/ M. Elaine Dilbeck
Notary Public
State of Florida at Large
My commission expires: 3/21/81

ACCEPTANCE

I, PAUL L. MARTZ, a resident of St. Johns County, Florida,
my residence address being 120 Nautilus Road, St. Augustine,
Florida, 32084, and my business address being Three Palm Row,
St. Augustine, Florida, 32084, do hereby accept the appointment
of Resident Agent of SURF CREST VILLAGE SERVICE CORPORATION.


PAUL L. MARTZ

SWORN TO AND SUBSCRIBED before me, this 20th day of July,
1977.


Notary Public
State of Florida at Large

My commission expires: 8/20/79

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

FINAL ORDER NO. DEO-13-011

February 1, 2013

Edward Ronsman, Esquire
Jackson Law Group, LL.M., P.A.
100 Whetstone Place, Suite 101
St. Augustine, Florida 32086

Re: Surf Crest Village

Dear Mr. Ronsman:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Surf Crest Village community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the Surf Crest Village Service Corporation, Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | www.FloridaJobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

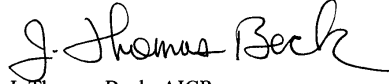
An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Edward Ronsman, Esquire
Page 2 of 3

FINAL ORDER NO. DEO-13-011

If you have any questions concerning this matter, please contact T. Christopher Long, Assistant General Counsel, at (850) 717-8530, or Paul Piller, Community Program Administrator, at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP
Director, Division of Community Development

NOTICE OF RIGHTS

THIS DETERMINATION CONSTITUTES FINAL AGENCY ACTION UNDER CHAPTER 120, FLORIDA STATUTES. ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(B)(1)(c) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE **FILED** WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BUILDING, MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN THIRTY (30) DAYS AFTER THE DATE THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK, WHOSE NAME AND INDICATED APPEAR BELOW. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST ALSO BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

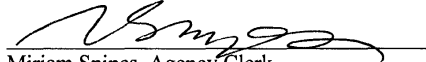
AN INTERESTED PARTY WAIVES ITS RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

Edward Ronsman, Esquire
Page 3 of 3

FINAL ORDER NO. DEO-13-011

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 1st day of February, 2013.


Miriam Snipes, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Edward Ronsman, Esq.
Jackson Law Group, LL.M., P.A.
100 Whetstone Place, Suite 101
St. Augustine, FL 32086

By interoffice delivery:

T. Christopher Long, Assistant General Counsel
Paul Piller, Community Program Manager, Division of Community Planning

PARCELS AND OWNERS OF SURF CREST VILLAGE CORPORATION, INC.

1. **JULIA G. BATLINER, AN UNMARRIED PERSON AND AS TRUSTEE OF THE JULIA G. BATLINER REVOCABLE TRUST OF 2012 U/A/D 1/9/12 – LOT 1**

LOT 1, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0010

PROPERTY ADDRESS: 1 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

2. **JOSEPHINE COMETTI AND MARIO P. COMETTI – LOT 2**

LOT 2, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0020

PROPERTY ADDRESS: 2 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

3. **EDMUND J. MORRISSEY AND JODY B. MORRISSEY, TRUSTEES OF THE MORRISSEY FAMILY TRUST – LOT 3**

LOT 3, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0030

PROPERTY ADDRESS: 3 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

4. **WILLIAM R. ODOM AND MARTHA C. ODOM – LOT 4**

LOT 4, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0040

PROPERTY ADDRESS: 4 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

5. **SHIRLEY DELEE HIGGINBOTHAM – LOT 5**

LOT 5, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0050

PROPERTY ADDRESS: 5 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

6. **KAREN CANDLER AND CHRISTOPHER CANDLER – LOT 6**

LOT 6, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0060

PROPERTY ADDRESS: 6 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

7. **RAMONA SOPHIE NOVAK AND AMELIA NOVAK KEY – LOT 7**

LOT 7, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0070

PROPERTY ADDRESS: 7 AMBERJACK LANE, ST. AUGUSTINE, FLORIDA 32080

8. **RIDLEY BEACH HOUSE, LLC – LOT 18**

LOT 18, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11 THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207; EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263; AMENDMENT TO DECLARATION OF RESTRICTION FOR SURF CREST PROPERTY, LIMITED RECORDED IN OFFICIAL RECORDS 425, PAGES 673-675; AND GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS 425, PAGES 676-678; ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. AND AMENDMENT OF COVENANTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS. PARCEL ID NUMBER: 172480-0180

PROPERTY ADDRESS: 18 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

9. **CURRAN L. SPOTTSWOOD, III AND DIANA N. SPOTTSWOOD – LOT 19**

LOT 19, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0190

PROPERTY ADDRESS: 19 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

10. **LAURIE R. MURRAY AND DELORES MURRAY – LOT 20**

LOT 20, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. TOGETHER WITH THAT CERTAIN GRANT OF EASEMENT AS RECORDED IN

OFFICIAL RECORDS BOOK 425, PAGE 677 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY. PARCEL ID NUMBER: 172480-0200

PROPERTY ADDRESS: 20 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

11. **MICHAEL J. MCKENNEY, AS TRUSTEE OF THE MICHAEL J. MCKENNEY LIVING TRUST DATED THE 20TH DAY OF JUNE 1997 AND JAMES A. MCKINNEY, III, AS TRUSTEE (AND ANY SUCCESSOR TRUSTEE) OF THE JAMES A. MCKINNEY, III DECLARATION OF LIVING TRUST DATED THE 1ST DAY OF OCTOBER 1996 – LOT 21**

LOT 21, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, AS AMENDED, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0210

PROPERTY ADDRESS: 21 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

12. **STEPHEN E. O'DAY AND FRAN B. O'DAY – LOT 22**

LOT 22, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0220

PROPERTY ADDRESS: 22 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

13. **PHILIP E. WILSON, SR. AND SANDRA S. WILSON – LOT 23**

LOT 23, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0230

PROPERTY ADDRESS: 23 BARRACUDA DRIVE, ST. AUGUSTINE, FLORIDA 32080

14. **JAMES S. BOYD, JR. AND GWEN C. BOYD AS TO ½ INTEREST AND RONALD TURNER, AND GAIL B. TURNER AS TO ½ INTEREST – LOT 14**

LOT 14, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11 THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0140

PROPERTY ADDRESS: 14 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

15. **SUZANNE GARVEY AND PATRICK J. GARVEY – LOT 15**

LOT 15, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0150

PROPERTY ADDRESS: 15 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

16. **JAMES C. GEIB AND SANDRA A. GEIB, THEIR SUCCESSORS AS TRUSTEES OF THE JAMES C. GEIB REVOCABLE LIVING TRUST DATED THE 1ST DAY OF FEBRUARY 2005 – LOT 16**

LOT 16, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0160

PROPERTY ADDRESS: 16 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

17. **ANGEL L. HERNANDEZ AND MARY E. HERNANDEZ – LOT 17**

LOT 17, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0170

PROPERTY ADDRESS: 17 BLUEFISH LANE, ST. AUGUSTINE, FLORIDA 32080

18. **GRACE J. GALLOWAY – LOT 24**

LOT 24, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0240

PROPERTY ADDRESS: 24 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

19. **WILLIAM T. CAPOBIANCO AND MARGARET E. CAPOBIANCO AND MARLIES CAPOBIANCO AND DOLCE CAPOBIANCO A/K/A DULCEY CAPOBIANO, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP – LOT 25**

LOT 25, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0250

PROPERTY ADDRESS: 25 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

20. ERIC S. DOTEN AND LYNNE H. DOTEN, OR THEIR SUCCESSORS IN TRUST, UNDER THE DOTEN LIVING TRUST DATED OCTOBER 24, 2006 AND ANY AMENDMENTS THERETO – LOT 26

LOT 26, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0260

PROPERTY ADDRESS: 26 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

21. JOHN ERIC SCHUHLE, AS TRUSTEE OF THE JOHN ERIC SCHUHLE REVOCABLE TRUST UAD 02/20/07 – LOT 27

LOT 27, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, THRU 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0270

PROPERTY ADDRESS: 27 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

22. LINDA BROWN – LOT 28

LOT 28, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 13, PAGE 11, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0280

PROPERTY ADDRESS: 28 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

23. FRANCIS A. KASPER AND SHARON K. KASPER, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE KASPER LIVING TRUST, DATED JANUARY 30, 2002 AND ANY AMENDMENTS THERETO – LOT 29

LOT 29, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DATED AND FILED JULY 27, 1977, AND RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AS AMENDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS; AND AS FURTHER AMENDED IN OFFICIAL RECORDS BOOK 425, PAGE 673, SAID PUBLIC RECORDS. SUBJECT TO: EASEMENT – FLORIDA POWER & LIGHT COMPANY, DATED DECEMBER 14, 1977, AND FILED DECEMBER 16, 1977, AS RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0290

PROPERTY ADDRESS: 29 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

24. **RICHARD CUTTS AND HAZEL S. CUTTS, AS TRUSTEES OF THE RICHARD CUTTS AND HAZEL S. CUTTS MATER TRUST AGREEMENT DATED APRIL 12, 1993 – LOT 30**

LOT 30, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DATED AND FILED JULY 27, 1977, AND RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 207, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AS AMENDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS; AND AS FURTHER AMENDED IN OFFICIAL RECORDS BOOK 425, PAGE 673, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: EASEMENT FROM SURF CREST PROPERTY LTD., A FLORIDA LIMITED PARTNERSHIP, TO FLORIDA POWER & LIGHT COMPANY, DATED DECEMBER 14, 1977, AND FILED DECEMBER 16, IN ST. JOHNS COUNTY, FLORIDA, IN OFFICIAL RECORDS BOOK 358, PAGE 263. PARCEL ID NUMBER: 172480-0300

PROPERTY ADDRESS: 30 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

25. **DAVID W. BROWN, CINDY K. BROWN, HIS WIFE AND PAUL E. BROWN, AND ALLISON S. BROWN, HIS WIFE – LOT 31**

LOT 31, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0310

PROPERTY ADDRESS: 31 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

26. **GERALD B. SIDNER, AS TRUSTEE OF GERALD B. SIDNER REVOCABLE LIVING TRUST DATED NOVEMBER 5, 2004, MARTHA H. SIDNER, AS TRUSTEE OF MARTHA H. SIDNER REVOCABLE LIVING TRUST DATED NOVEMBER 5, 2004, JAMES A. COARSEY AND GINA W. COARSEY – LOT 32**

LOT 32, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0320

PROPERTY ADDRESS: 32 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

27. **MARTHA ANN MINX, AS TRUSTEE, OR SUCCESSOR TRUSTEE(S), UNDER THE MARTHA ANN MINX REVOCABLE TRUST, DATED EFFECTIVE JUNE 15, 2000, AS AMENDED AND RESTATED IN ITS ENTIRETY ON MARCH 24, 2010, WITH FULL POWER AND AUTHORITY EITHER TO PROTECT, CONSERVE, AND TO SELL, OR TO LEASE, OR TO MORTGAGE, OR TO ENCUMBER, OR OTHERWISE TO MANAGE AND DISPOSE OF SAID HOMESTEAD PROPERTY DESCRIBED IN THIS INSTRUMENT – LOT 33**

LOT 33, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,

FLORIDA, TOGETHER WITH ALL APPURTENANCES THERETO. PARCEL ID NUMBER:
172480-0330

PROPERTY ADDRESS: 33 DRUM POINT CIRCLE, ST. AUGUSTINE, FLORIDA 32080

28. **SALLY S. NORD AND BARBARA S. BENGSTON – LOT 34**

LOT 34, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0340

PROPERTY ADDRESS: 34 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

29. **JEFFREY J. HATIN AND JODI L. KODRATY-HATIN – LOT 35**

LOT 35, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS OF RECORD, IF ANY. PARCEL ID NUMBER: 172480-0350

PROPERTY ADDRESS: 35 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

30. **JANET MARIE WILLIAMS – LOT 41**

LOT 41, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0410

PROPERTY ADDRESS: 41 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

31. **HARLEY D. HEAD, III AND PAMELA A. HEAD – LOT 42**

LOT 42, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGE(S) 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0420

PROPERTY ADDRESS: 42 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

32. **ROGER G. FUSSELL AND GARY LEE MOBLEY – LOT 47**

LOT 47, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DATED AND FILED JULY 27, 1977, AND RECORDED IN OFFICIAL RECORDS BOOK 343,

PAGE 207, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; AS AMENDED IN OFFICIAL RECORDS BOOK 358, PAGE 340, SAID PUBLIC RECORDS; AND AS FURTHER AMENDED IN OFFICIAL RECORDS BOOK 425, PAGE 673, SAID PUBLIC RECORDS. SUBJECT TO: EASEMENT – FLORIDA POWER & LIGHT COMPANY, DATED DECEMBER 14, 1977, AND FILED DECEMBER 16, 1977, AS RECORDED IN OFFICIAL RECORDS BOOK 358, PAGE 263, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0470

PROPERTY ADDRESS: 47 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

33. **KRISTINE LANSEY TARSHIS, AS TRUSTEE OF THE BARBARA J. LANSEY REVOCABLE LIVING TRUST AGREEMENT UAD SEPTEMBER 13, 2002, AS RESTATED ON OCTOBER 10, 2007 – LOT 48**

LOT 48, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0480

PROPERTY ADDRESS: 48 JOBIL DRIVE, ST. AUGUSTINE, FLORIDA 32080

34. **MICHAEL W. RENTZ AND CYNTHIA H. RENTZ – LOT 43**

LOT 43, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 13, PAGE(S) 11 THROUGH 13, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS OF RECORD AND TAXES FOR THE CURRENT YEAR. PARCEL ID NUMBER: 172480-0430

PROPERTY ADDRESS: 43 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

35. **PAUL MACIOCH AND KATHRYN MACIOCH – LOT 44**

LOT 44, SURF CREST VILLAGE, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS OF RECORD, IF ANY. PARCEL ID NUMBER: 172480-0440

PROPERTY ADDRESS: 44 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

36. **DONALD RUTH AND GINA RUTH – LOT 45**

LOT 45, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0450

PROPERTY ADDRESS: 45 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

37. **SHAWN M. BORANDI AND MICHELLE R. BORANDI – LOT 46**

LOT 46, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0460

PROPERTY ADDRESS: 46 SAILFISH LANE, ST. AUGUSTINE, FLORIDA 32080

38. **CECILIA F. FARRELL – LOT 36**

LOT 36, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0360

PROPERTY ADDRESS: 36 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

39. **DONNA J. McCANN AND RONALD J. McCANN – LOT 37**

LOT 37, SURF CREST VILLAGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0370

PROPERTY ADDRESS: 37 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

40. **SCOTT SAWYER AND LEAH FITZPATRICK, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP – LOT 38**

LOT 38, SURF CREST VILLAGE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE(S) 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0380

PROPERTY ADDRESS: 38 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

41. **JAMES C. GEIB AND SANDRA A. GEIB, THEIR SUCCESSORS AS TRUSTEES OF THE JAMES C. GEIB REVOCABLE LIVING TRUST DATED THE 1ST DAY OF FEBRUARY 2005 AND SANDRA A. GEIB AND JAMES C. GEIB, THEIR SUCCESSORS AS TRUSTEES OF THE SANDRA A. GEIB REVOCABLE LIVING TRUST DATED THE 1ST DAY OF FEBRUARY 2005 – LOT 39**

LOT 39, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0390

PROPERTY ADDRESS: 39 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

42. **STEPHEN S. RUSHING AND JULIE A. RUSHING – LOT 40**

LOT 40, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0400

PROPERTY ADDRESS: 40 SEA URCHIN LANE, ST. AUGUSTINE, FLORIDA 32080

43. **THOMAS M. SLIVA AND DONNA C. SLIVA – LOT 8**

LOT 8, OF SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 11 THRU 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0080

PROPERTY ADDRESS: 8 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

44. **GUY R. WATTS AND BARBARA WATTS – LOT 9**

LOT 9, SURF CREST VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0090

PROPERTY ADDRESS: 9 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

45. **KERRI ANN CANEPA, KRISTI SUE SAXON, AND KATHI BESS CANEPA – LOT 10**

LOT 10, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 13, PAGES 11, 12, AND 13 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH THAT CERTAIN EASEMENT GRANTED TO GRANTOR IN GRANT OF EASEMENT AS RECORDED IN O.R. BOOK 343, PAGE 207. PARCEL ID NUMBER: 172480-0100

PROPERTY ADDRESS: 10 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

46. **THE HUSTED FAMILY TRUST – LOT 11**

LOT 11, SURF CREST VILLAGE, ACCORDING TO MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 13, PAGES 11, THROUGH 13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0110

PROPERTY ADDRESS: 11 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

47. **THOMAS M. SLIVA AND DONNA C. SLIVA – Lot 12**

LOT 12-A, SURF CREST VILLAGE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 13, PAGE(S) 11, 12, AND 13, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172480-0120

PROPERTY ADDRESS: 12 TARPON DRIVE, ST. AUGUSTINE, FLORIDA 32080

This instrument prepared by/return to:
Edward Ronsman, Esq.
Jackson Law Group, L.L.M., P.A.
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

FIRST AMENDMENT
TO THE
BYLAWS OF
SURF CREST VILLAGE SERVICE, INC.

THIS FIRST AMENDMENT to the Bylaws of Surf Crest Village Service, Inc. is made this 31st day of August, 2014 by vote of at least sixty percent (60%) of the Members of Surf Crest Village Service, Inc., a Florida corporation not-for-profit ("Association").

RECITALS

WHEREAS, the Revitalized Amended Declaration of Restrictions of Surf Crest Village Service, Inc. ("Declaration") was recorded on February 27, 2013 in the Official Records of St. Johns County, Florida at Book 3692, Page 1537; and

WHEREAS, Section 12 of the Articles of Incorporation provides that the Bylaws may be amended by vote of sixty percent (60%) of the Members; and

WHEREAS, the Members have voted to amend Section 3.01 of the Bylaws concerning the annual members meeting;

NOW, THEREFORE, the President and Secretary of the Association hereby attest to the foregoing Recitals and that the following revision to Section 3.01 of the Bylaws has been approved by the requisite percentage of Members of the Association.

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Amendment. Section 3.01 of the Bylaws is amended as follows:

(Additions are indicated by underline, deletions by ~~strikethrough~~)

3.00 MEMBERS MEETINGS

3.01 Annual Members Meetings. The annual members meeting shall for the year 2014, be held at the office of the Association at 2:00 P.M., Eastern Standard Time, on the last Sunday of August, ~~of each year, commencing in 1978,~~ for the purpose of electing Directors and for the transaction of such other business authorized to be ~~transferred~~ transacted by the members. ~~If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held at the same hour on the next succeeding business day which is not a holiday. Beginning in June of the year 2015, the annual members meeting shall be held on such day and at such time and location as the Board shall determine reasonable and appropriate and include in the notice to members. For every subsequent year thereafter, the annual members meeting shall be held between eleven (11) and~~

thirteen (13) months from the date on which the annual members meeting for the previous year was held, and on such particular date and at such particular time and location as the Board shall determine reasonable and appropriate and include in the notice to members. The annual meeting may be waived by unanimous agreement, in writing, of the members.

IN WITNESS WHEREOF, the President and Secretary of Surf Crest Village Service, Inc. have executed and attest to this First Amendment to the Bylaws of Surf Crest Village Service, Inc. this 8th day of September, 2014.

Witnesses

Shanna Lee
Signature of Witness 1

Shanna Lee
Printed

Matthew Lynn
Signature of Witness 2

Matthew Lynn
Printed

Surf Crest Village Service, Inc.

James A. McKinney
Signature of President

James A. McKinney
Printed

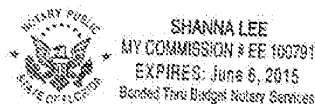
J. Joseph Hatin
Signature of Secretary

J. JOSEPH HATIN
Printed

STATE OF FLORIDA
COUNTY OF St. John

The foregoing instrument was acknowledged before me this 8th day of September, 2014, by James A. McKinney, as President and by J. Joseph Hatin as Secretary of Surf Crest Village Service, Inc., who are [] personally known to me or [X] have produced valid driver's licenses as identification.

Shanna Lee
Notary Public, State of Florida At Large
(Print, Type, or Stamp Commissioned Name of Notary Public)



This instrument prepared by:
Edward Ronsman, Esq.
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

**First Amendment to the Revitalized Amended Declaration of Restrictions of
SURF CREST VILLAGE**

THIS FIRST AMENDMENT TO THE REVITALIZED AMENDED DECLARATION OF RESTRICTIONS OF SURF CREST VILLAGE was approved on June 28, 2015 by requisite number of the voting members of the Association. The Revitalized Amended Declaration of Restrictions of Surf Crest Village was recorded on February 27, 2013 at Official Records Book 3692, Page 1537 et seq. of the Public Records of St. Johns County, Florida.

This First Amendment modifies the Revitalized Amended Declaration of Restrictions of Surf Crest Village as follows (additions are underlined, deletions are ~~stricken~~):

1. The Revitalized Amended Declaration of Restrictions is amended to create Section 18.01 as follows:

RENTALS

18.01 A Lot Owner may rent or lease his or her dwelling on such terms and conditions as he or she may determine; provided, however, that each such rental or lease shall be for a term of at least three (3) consecutive calendar days. In addition, only the entire dwelling may be rented or leased for the prescribed period; individual rooms within a dwelling may not be rented or leased separately. Moreover, to address issues and concerns associated with being located in an area that is frequented by tourists, to inhibit transiency, and to impart a certain degree of continuity of residence and residential character to the community, the occupancy of leased or rented dwellings shall be limited as follows:

For single-story dwellings, the maximum number of occupants shall be limited to six (6) persons. For two-story dwellings, the maximum number of occupants shall be limited to ten (10) persons. For the purposes of this section, "occupant" shall mean a person who resides or remains within a dwelling or on a lot overnight. Further, "overnight" shall mean between the hours of 10:00 p.m. and 7:00 a.m.

Upon written request by an interested person, the Board may consider and grant exceptions to the occupancy limitation described in the foregoing, but under no circumstances shall the Board be obligated to grant such a request, and under no circumstances will the granting of an exception in one instance guarantee a similar exception in a similar instance. Failure to comply with the foregoing provisions may result in a warning or fine, and may be enforced through all other available remedies at law or in equity.

WITNESS OUR HAND AND SEALS on the dates shown below.

SURF CREST VILLAGE SERVICE
CORPORATION, INC.

By:

Printed Name: James A. McKinney, III
Its President

Attest:

Printed Name: Jeffrey Joseph Hatin
Secretary
(SEAL)

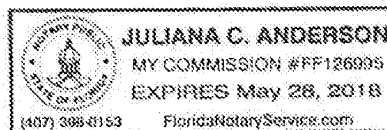
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of July,
2015, by James A. McKinney, III, as President, and Jeffrey Joseph Hatin, as Secretary, Surf Crest
Village Service Corporation, Inc.

Juliana C. Anderson
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known OR Produced Identification

Type of Identification Produced: FL drivers licenses



77 14754

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

REC 358 PAGE

338

PAUL L. MARTZ
MARTZ & McCLURE
Three Palm Row
ST. AUGUSTINE, FLORIDA 32084**Warranty Deed**

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 7 day of December 1977 Between
SURF CREST PROPERTY, LTD., a limited partnership, organized and existing under the laws
of the State of Florida,

of the County of St. Johns State of Florida grantor, and

SURF CREST VILLAGE SERVICE INCORPORATED, a corporation organized and existing under the
laws of the State of Florida
whose post office address is 12 Grandview Street, St. Augustine, FL 32084

of the County of St. Johns State of Florida grantee,

Witnesseth, That said grantor, for and in consideration of the sum of \$10.00

TEN AND 00/100 Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in St. Johns County, Florida, to-wit:

All of SURF CREST VILLAGE, A Planned Single Family Development, St. Johns County,
Florida (which encompasses all of the following: The South 300.00 feet of the North
1100.00 feet of U. S. Government Section Lot 4, Section 3, Township 8 South, Range
30 East, lying between the Atlantic Ocean on the East and the East line of the 100.00
foot right-of-way of the County Road (now known as State Road A-1-A) on the West) except
the following:

1. The forty-seven (47) numbered lots defined and located in said plat.
2. The following described parcel of land:
From the Southwesterly corner of said SURF CREST VILLAGE, also being the intersection
of the South line of the South 300.00 feet of the North 1100.00 feet of U. S.
Government Lot 4, Section 3, Township 8 South, Range 30 East, with the Easterly
right-of-way boundary of State Road A-1-A as presently located, bear North 89°46'47"
East along the South line of SURF CREST VILLAGE a distance of 37.31 feet, thence
North 44°46'47" East a distance of 29.72 feet to the Point of Beginning; and thence
continuing North 44°46'47" East a distance of 38.33 feet, thence (continued on reverse)

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SURF CREST PROPERTY, LTD.

By William R. Mendenhall (Seal)
WILLIAM R. MENDENHALL, General Partner

By Joseph A. Palermo (Seal)
JOSEPH A. PALERMO, General Partner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

WILLIAM R. MENDENHALL and JOSEPH A. PALERMO, general partners of SURF CREST PROPERTY
LTD., a limited partnership

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that
they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of December,
1977

My commission expires: 10/14/80

Notary Public
State of Florida
at Large

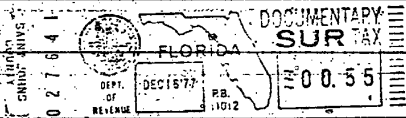
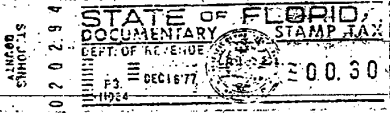
(continued from front)

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North 45°13'13" West a distance of 38.33 feet, thence South 44°46'47" West a distance of 38.33 feet, thence South 45°13'13" East a distance of 38.33 feet to the Point of Beginning, containing 1469.19 square feet more or less,

AND ALSO RESERVING unto the grantors herein and their successors and assigns the right of ingress and egress from the Northwest side of the last-stated parcel to the parking lot located Northwest of the last-stated parcel on plat or map thereof recorded at Map Book 13, pages 11 through 13, public records of St. Johns County, Florida.

William R. Henderson
Joseph A. Salame



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FL.

DEC 15 4 01 PM '73

Oliver T. Smith
CLERK CIRCUIT COURT

Rsc 100

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AMENDMENT TO DECLARATION OF RESTRICTIONS

SURF CREST PROPERTY, LTD.

WHEREAS the undersigned recorded certain restrictions at Official Records Book 343, page 207, of St. Johns County, Florida, public records concerning SURF CREST VILLAGE, A Planned Single Family Development, and

WHEREAS an error appears in Paragraph 10.01 thereof,

NOW, THEREFORE, the undersigned hereby amend said Declaration of Restrictions in the following manner:

1. The last sentence of Paragraph 10.01 appearing at Page 6 of the Declaration of Restrictions of SURF CREST PROPERTY, LTD. is amended to read:

"No laws shall be adopted which would affect or impair the validity or priority of any mortgages covering or encumbering any lot which would change Section 10.03 herein pertaining to the amount and fixing of fees."

IN WITNESS WHEREOF the developers have executed this

Amendment to Declaration of Restrictions on this
December, 1977.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FL.

Dec 16 4 01 PM '77

7 day of Dec
CLERK, CIRCUIT COURT

SURF CREST PROPERTY, LTD.

Witnesses

By

WILLIAM R. MENDENHALL
General Partner

Witnesses

By

JOSEPH A. PALERMO
General Partner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE me, the undersigned authority, qualified to take oaths in the above jurisdiction, personally appeared WILLIAM R. MENDENHALL and JOSEPH A. PALERMO, general partners of SURF CREST PROPERTY, LTD., a limited partnership, organized and existing under the laws of the State of Florida, well-known to me, who upon oath acknowledged before me that they executed the above and foregoing Amendment to Declaration of Restrictions for the purposes therein expressed and that they did so as general partners of SURF CREST PROPERTY, LTD.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at said County and State this 7 day of December, 1977.

My commission expires: 12/14/80

Notary Public, State of Florida
at Large