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This Instrument Prepared By:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce De Leon Boulevard
St. Augustine, Florida 32085-3007

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF SANDPIPER VILLAGE ANNEX "A".
A RESUBDIVISION OF TRACT "A" OF SANDPIPER VILLAGE**

THIS DECLARATION, made as of the date hereinafter set forth,
by **MARLOJON**, a Florida General Partnership, hereinafter referred
to as "Declarant".

W I T N E S S E T H:

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

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

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

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

All the land described and contained in the Plat of
Sandpiper Village Annex "A", a resubdivision of
Tract "A" Sandpiper Village, according to plat
thereof recorded in Map Book 24, Pages 31
and 32, Public Records of St. Johns County,
Florida.

and any additional property made subject to this Declaration shall be
held, sold and conveyed, subject to the following easements, covenants,
conditions and restrictions, all of which are for the purpose of
protecting the value and desirability of, and which, shall be covenants
and restrictions to run with said real property and binding on all
parties having any right, title or interest in the real property

described above or any part thereof, their heirs, successors and assigns and shall inure the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

1.1 "Declarant" shall mean and refer to Marlojon, a Florida General Partnership, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

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

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

1.4 "Property" shall mean and refer to that certain real property described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 No buildings or structures, including fences, mailboxes, walls, landscaping or exterior lighting plan, or other improvements shall be commenced, erected or maintained on any lot, nor

shall any exterior addition to or change be made until all construction and landscape plans and specifications showing the nature, kind, shape, height, color, material and location of the same have been submitted to and approved by the Architectural Control Committee (the "ARC") composed of the Declarant, or such agent or agents as may be appointed by said Committee, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within fifteen (15) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

ARTICLE III

USE RESTRICTIONS

3.1 No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed three (3) stories or thirty-five feet (35') in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,500 square feet of heated and cooled living area, with a minimum of one (1) enclosed garage. ~~This garage shall be considered an additional square foot of living area.~~ All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,500 square feet of living area and not considered a part thereof. No business or commercial buildings or equipment may be erected or kept on any lot.

3.2 No structures shall be erected less than twenty-five feet (25') from the front lot line, twenty-five feet (25') from the rear lot line or less than ten feet (10') from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

3.3 No fence shall be permitted in the front yard of any lot which is over four feet (4') in height and in the side and rear yards which is over eight feet (8') in height. All fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. No fences may be installed from the front of a residence to front lot line.

3.4 No wheeled vehicles of any kind, boats or campers may be kept or parked on any lot or driveway unless same are completely inside a garage, provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

3.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the property other than on the lot of the owner of such pets, unless confined to a leash.

3.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction 3.9 hereof.

3.7 No clotheslines are to be installed on any lot.

3.8 No lot or lots shall be resubdivided.

3.9 No illegal, immoral, unlawful, noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

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

3.11 No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in

sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

3.12 No sign of any kind shall be displayed on any lot except the owner's name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area and located not more than four feet (4') above the surface of the ground.

3.13 No aerial antenna, satellite receptor, dish, or similar device shall be installed on any lot in the property.

ARTICLE IV

EASEMENTS

4.1 For so long as Declarant owns at least one (1) lot within the property, Declarant reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and over all roads and streets shown on the plat of the property, and also, in and to, a five foot (5') strip of land located parallel to and along all front, rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

4.2 Declarant hereby grants and assigns to the owners of all lots that certain non-exclusive easement for walking access to the

Atlantic Ocean, over and across Tract "C", as shown on the Plat of Sandpiper Village, recorded in Plat Book 12, Pages 90 and 91, Public Records of St. Johns County, Florida, which easement is set forth in the Sandpiper Village Covenants and Restrictions, recorded in Official Records Book 314, Page 457, of the Public Records of St. Johns County, Florida.

4.3 Declarant hereby grants to the owners of Lots 1, 2, 3, and 4 a non-exclusive easement for walking access over and across the Easterly ten feet (10') of Lots 4 and 5.

ARTICLE V

GENERAL PROVISIONS

5.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

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

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

5.4 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be

subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

5.5 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later.

5.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2018. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 16th day of February, 1990.

Signed, sealed and delivered
in the presence of:

MARLOJON, a Florida General Partnership

Leanne Jordan
Diana Markavage

BY: John Yanni
Its General Partner

BY: Lorraine J. Lassiter
Its General Partner

BY: Marilyn Nofal
Its General Partner

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared John Yanni,
Lorraine J. Lassiter, and Marilyn Nofal as General Partners of Marlojon, a Florida General Partnership, known to be the persons described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February, 1990.

FLORIDA NOTARY PUBLIC
ST. JOHNS COUNTY, FLA.
90 FEB 21 AM 10:02

JANET M. YANNI
CLERK OF CIRCUIT COURT



Mary K. Yanni
Notary Public State of Florida
My Commission Expires: 4-13-91

ADOPTION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE SOLE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DO HEREBY ADOPT THIS SURVEY AND PLAT OF SAID LANDS AS THE TRUE AND CORRECT PLAT OF THE SAID LANDS HEREAFTER KNOWN AS SANDPIPER VILLAGE ANNEX "A".

THIS IS TO CERTIFY THAT ON SEPTEMBER 11, 1989 THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA. THIS ACCEPTANCE OF THE DEDICATED AREAS SHALL NOT BE DEEMED AN ACCEPTANCE FOR CONSTRUCTION OR MAINTENANCE ON SAID AREAS.

CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE BEACH, FLORIDA
W. H. McLean
BY:
W. H. McLean
COMMISSION OWNER

ATTEST:
McLean
CITY

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH THE LAWS OF THE STATE OF FLORIDA REGULATING FILING OF PLATS AND IS FILED IN MAP BOOK 24 PAGE 31 & 32 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA THIS 1st DAY OF SEPTEMBER, 1989.

Ronald Mahf
CLERK OF CIRCUIT COURT

CAPTION

A PARCEL OF LAND IN TRACT "A" SANDPIPER VILLAGE, AS RECORDED IN MAP BOOK 12, PAGES 10 AND 11, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 1 DEGREE 07 MINUTES 00 SECONDS WEST ON THE EAST LINE OF SAID TRACT "A" 196 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS 00 SECONDS WEST ON THE SOUTH LINE OF SAID TRACT "A", 326.56 FEET; THENCE NORTH 13 DEGREES 06 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 150 FEET EASTLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF STATE ROAD NO. 11A, A 100 FOOT WIDTH RIGHT OF WAY, 202.57 FEET; THENCE SOUTH 55 DEGREES 53 MINUTES 00 SECONDS EAST, ON THE NORTHLINE OF SAID TRACT "A", 376.40 FEET TO THE POINT OF BEGINNING.

John A. Haert
JOHN A. HAERT
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 10, 1992

Loren L. Jones
LOREN L. JONES
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 11, 1992

Marilyn Nofal
MARILYN NOFAL
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPTEMBER 11, 1992

John A. Haert
JOHN A. HAERT
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF ST. JOHNS
THE FOREGOING ADOPTION WAS ACKNOWLEDGED BEFORE ME
THIS SEPTEMBER 8, 1989 BY LORELL J. LASISTER, MARILYN
NOFAL AND JOHN B. YANNI, AS PARTNERS IN MARLOJON, A FLORIDA PARTNERSHIP.

JOINDER AND CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE HOLDER OF A FIRST MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY TO BE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE ADOPTION OF THIS SURVEY AND PLAT, AND AGREES THAT HIS MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 784, PAGES 011, THROUGH 014, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE ADOPTION.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

John A. Haert
JOHN A. HAERT
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF ST. JOHNS
THE FOREGOING JOINDER AND CONSENT TO THE ADOPTION WAS
ACKNOWLEDGED BEFORE ME THIS SEPTEMBER 8, 1989
BY JOHN A. HAERT.

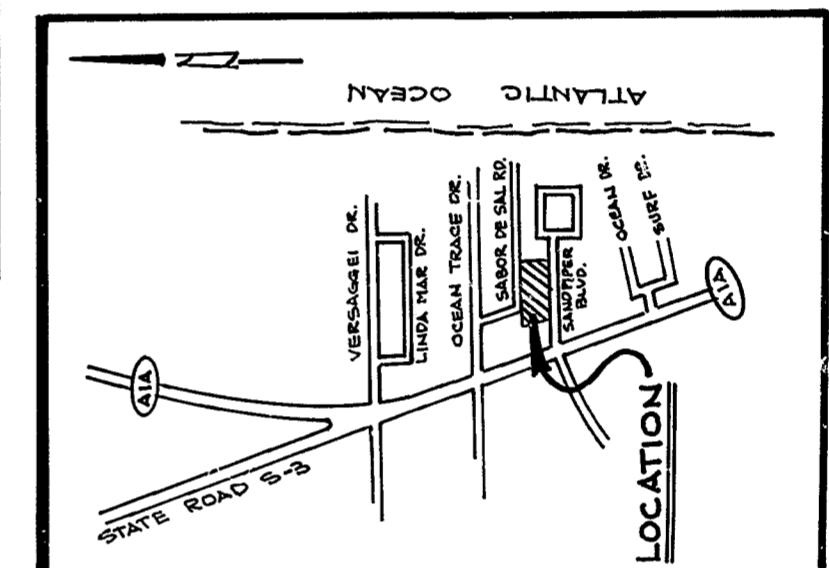
Loren L. Jones
LOREN L. JONES
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF ST. JOHNS
THE FOREGOING JOINDER AND CONSENT TO THE ADOPTION WAS
ACKNOWLEDGED BEFORE ME THIS SEPTEMBER 8, 1989
BY LOREN L. JONES.

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE ST. JOHNS COUNTY HEALTH DEPARTMENT
ON NOVEMBER 22, 1989

George J. Signor
GEORGE J. SIGNOR
ENVIRONMENTAL HEALTH DIRECTOR

HEALTH DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE ST. JOHNS COUNTY HEALTH DEPARTMENT
ON NOVEMBER 22, 1989

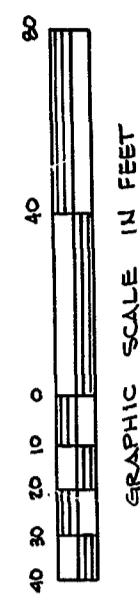
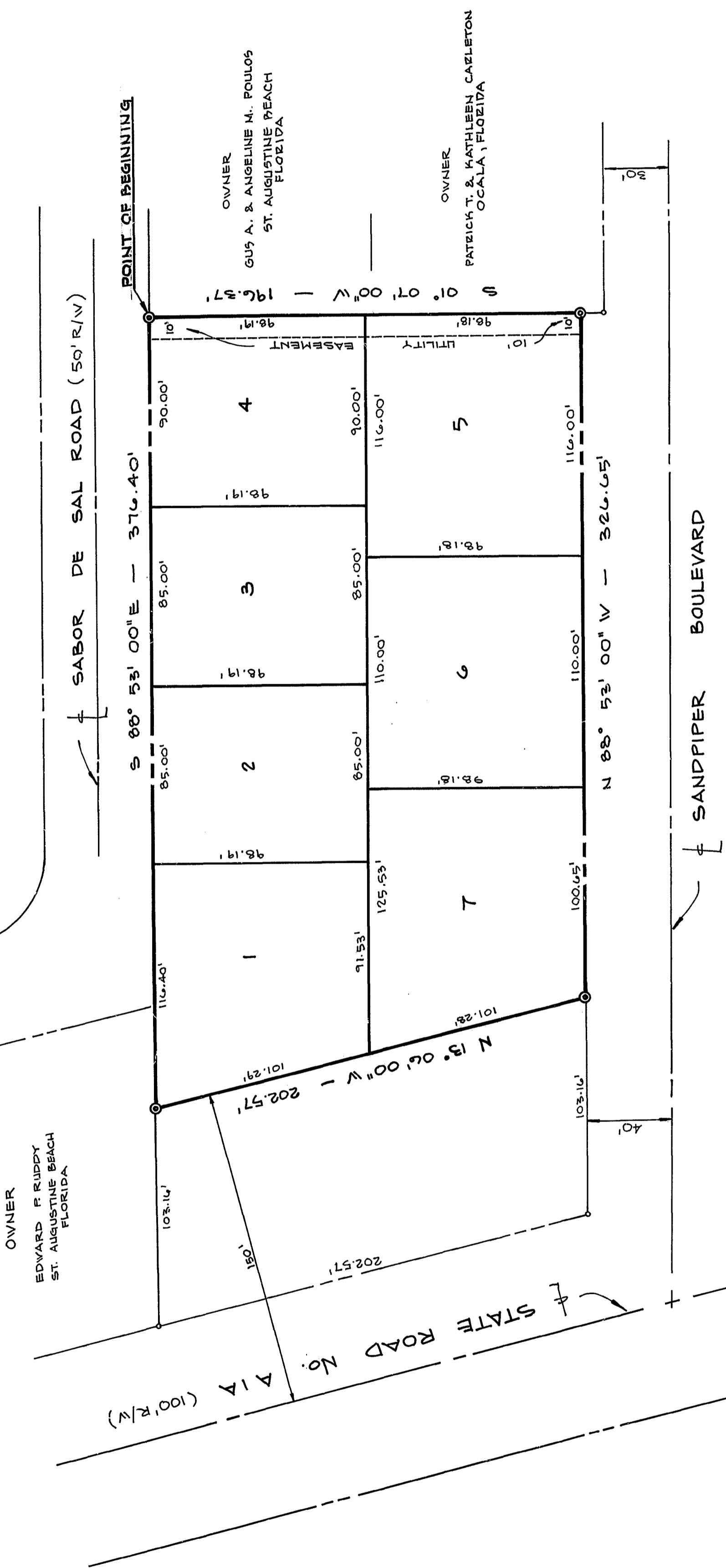
SANDPIPER VILLAGE
ANNEX "A"

IN GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 8 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OWNED: MARLOJON, A FLORIDA PARTNERSHIP

LOCATION MAP

NO SCALE



LEGEND

• P.R.M.

SANDPIPER VILLAGE ANNEX "A"

IN GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 8 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

OWNED 2: MAZLOJON, A FLORIDA PARTNERSHIP

This Instrument Prepared By,
John D Bailey, Jr
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FL 4-97-17

~~DECLARATION OF COVENANTS AND RESTRICTIONS~~

MURSA AND PIPER WLSI

THIS DECLARATION, made as of the date hereinafter set forth, by CHARLES M LASSITER and LORRI J LASSITER, his wife, hereinafter referred to as "Declarant"

WITNESSETH:

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

(16)

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

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

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

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

All the land described and contained in the Plat of Sandpiper West, a plat of Tract B, Sandpiper Village, as recorded in Map Book 12, Pages 90 and 91, which plat is recorded in Map Book 32, Page 12, all of the public records of St. Johns County, Florida.

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

ARTICLE I

DEFINITIONS

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

- 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.
- 1.2 "Association" shall mean and refer to Sandpiper West Homeowners' Association, Inc., its successors and assigns.
- 1.3 "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.4 "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.
- 1.5 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-Laws.

1.6 "Common Property" shall mean and refer to those tracts or parcels of land and personal property, conveyed to or owned by the Association for the common use and enjoyment of the Owners and their guests and tenants and all improvements constructed on such lands, including but not limited to, the Common Roads, all improvements within the right-of-way of the Common Roads and all easements dedicated or conveyed to the Association, including drainage easements. All Common Property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all the rights reserved by Declarant before or prior to conveying any land to the Association.

1.7 "Common Roads" shall mean and refer to Kimberly Lane, depicted on the plan of the Property which provide ingress and egress to lots 3, 4, 5 and 6, as shown on the plan of the Property. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary, all rules and regulations and provisions relating to the Common Property shall include the Common Roads.

1.8 "Declarant" shall mean and refer to Charles M. Lauter and Lorn J. Lauter, his wife, their successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.9 "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Sandpaper West.

1.10 "1 or" shall mean and refer to any lot together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

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

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

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

ARTICLE II

PROPERTY RIGHTS

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

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

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

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

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

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

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

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

2.1.8 The right of the Association to impose a fine against any Owner or an Owner's invitee, guest or visitor for a violation of the Declaration or Bylaws as provided in Section 617.375, Florida Statutes (1997), as amended from time to time.

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

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

2.4 Owner's Common Road Encumbrance. It is specifically acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television.

the road right of way, and right to grant further easements over the Common Roads. Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Declarant and/or the Association shall designate, are hereby granted a ~~nonexclusive~~ non-exclusive easement for ingress and egress over the Common Roads. It is hereby acknowledged that the Declarant shall have an easement over the Common Roads for the purpose of ingress and egress.

The Declarant and the Association shall have the unrestricted and absolute right to do, assign to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property, provided that, the Declarant or Association shall not deny an Owner or Mortgagor the right of ingress and egress to any portion of the Property owned by such Owner (not management in favor of such Mortgagor). The Declarant and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads, (b) the right, but no obligation, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gate houses and gate systems, if the Declarant or Association so elects. The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents, (c) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads, and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagor so long as no Owner or his Mortgagor is denied reasonable access from his Lot to a public roadway.

by such re designation, relocation or closure. In such event, the foregoing easement over the Common Road shall terminate and the Association shall recover the Common Road to the Declarant at the Declarant's request.

ARTICLE III

Architectural Control.

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

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

3.2 The Committee shall have the following powers and duties:

(1) To draft and adopt, from time to time, architecture planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider.

necessary or appropriate.

O.R. 1281 PG 1607

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

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

(4) To evaluate each application for the total effect, including the manner in which the home will be developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

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

(6) In addition, an Owner making or causing to be made an Proposed Improvement or addition to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, executors and assigns to hold the Committee, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and enforcement of any Proposed Improvement and for complying with the Proposed Improvement in accordance with all applicable governmental approvals, rules and regulations.

(7) The Committee is hereby authorized to make such charges for cost, services and/or expenses necessary to cover the cost of reviewing the plans and specifications.

ARTICLE IV

LAW RESTRICTIONS

4.1 No Lot shall be used for any purpose except for residential. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') or three (3) stories in height may be constructed on any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,500 square feet of heated and cooled living area, for a one (1) story dwelling, nor less than one thousand (1,000) square feet of heated and cooled ground floor area for a dwelling of more than one (1) story, with a minimum of one (1) enclosed attached garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,500 square feet of living area and not considered a part thereof. All yards, except for areas approved to be paved, shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence. No

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business, commercial buildings or equipment may be erected, kept or maintained on any Lot.

4.3 No part of any structure, including the garage, shall be constructed on any Lot within twenty-five feet (25') of the front property line, twenty-five feet (25') of the rear property line and ten feet (10') of any side property line. All setbacks shall be measured from the wall of the structure on the property line. A dwelling may be located upon a single lot or on a combination of lots and, in such event, the setback lines shall apply to the most exterior lot lines. Eaves and cornices of any structure may project beyond the setbacks established herein. Accessory structures including but not limited to porch, steps and patios shall be setback a minimum of three feet (3') from all property lines.

4.3 No wall, fence or hedge shall be erected, placed, maintained or permitted to remain upon any Lot unless and until the height, type, location, use or construction thereof have been approved by the Committee in accordance with Article 111 hereof.

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

No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the road or right-of-way thereof overnight or for a continuous period of time in excess of ten (10) hours.

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

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction 4.9 hereof.

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

- 4.8 Subject to the provisions of 4.2, no Lot or Lots shall be re-subdivided.
- 4.9 No immoral, unlawful, notorious or offensive activity shall be carried on or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot owners.
- 4.10 No structure of a temporary nature, character ~~less than~~ ~~smaller than~~ barn, trailer, camper or other similar outbuilding or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently.
- 4.11 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. All trash containers shall be stored in a concealed space within twelve (12) hours after scheduled pick-up by local waste removal service. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion free of rubbish, trash, garbage and all unwholesome, weeds and undergrowth.
- 4.12 No sign of any kind shall be displayed on any Lot except approved signs showing the Owners' name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area and located not more than four feet (4') above the surface of the ground. All of the above signs must be approved by the Committee prior to installation.
- 4.13 In the event any Owner fails to maintain his Lot in the manner required by 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner, or in a neat and clean appearance, the Committee or the Board of Directors may, thirty (30)

days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass. Such expense shall be deemed a special assessment against the Owner of the Lot and may be collected by the Association in the manner specified in Article VII hereof.

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

4.15 No tree of a diameter in excess of four inches (4") at a height of four feet (4') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees and the justification for such removal.

4.16 The Committee may require any Owner who violates 4.11 above, to replace trees removed without approval with trees of like kind and size, within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in paragraph 7.1 hereof.

4.17 No window air conditioning units may be placed in any window of a residence.

4.18 All mailboxes shall be designed and constructed in accordance with specifications promulgated by the Committee.

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

conditioning and lawn watering.

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4.20 All sewage shall be disposed of through a central system owned and operated by St. Johns County.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

5.2.1 Class "A" members shall be all Owners, with the exception of the Declarant, who shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The votes for each lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

5.2.2 Class "B" members shall be the Declarant, who shall be entitled to one (1) vote for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) Three (3) months after ninety percent (90%) of all Lots in all plats of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. For purposes of this section, the term "members other than Declarant" shall not include builder, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale; or
- (b) Ten (10) years following the date of conveyance of the first Lot; or
- (c) At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

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

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any

person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

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

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

6.3 The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall utilize the earliest of practices which allow the system to provide drainage, water storage, conveyance or other Surface Water or stormwater management capabilities as permitted by the St. Johns River Water Management District or other governmental agency having jurisdiction. The Association shall be responsible for such maintenance and operation. All bulkheads, drains and other improvements constructed or installed by the Declarant or Association to secure the Surface Water or Stormwater Management System shall also be Common Property. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. John River Water Management District.

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

6.5 The Association shall manage and maintain the Common Property, including but not limited to those parcels dedicated to the Association on the plot of the Property, any

mitigation and jurisdictional wetlands shown as a separate tract on any plot of the Property, the surface and stormwater management systems serving the Property, the Common Roads and all improvements located within the right-of-way of the Common Roads or on Common Property.

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

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

6.8 The Association shall also pay to the Sandpaper Village Homeowners' Association, the Association's pro rata share of the cost of maintaining and insuring the dam, well-over to the beach located on Tract C within Sandpaper Village, as per plot recorded in Map Book 12, Pages 90 and 91, of the public records of St. Johns County, Florida.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENT

7.1 The Declarant hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed to pay to the Association annual assessments and special assessments. Such assessment will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons.

persons unless expressly assumed by them

O.R. 128! PG 1615

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

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

The assessment shall also be used to pay the Association's pro rata share of the cost of maintaining and insuring the date walk-over located on Tract C within Sandspur Village, as per plan recorded in Map Book 12, Pages 90 and 91, of the public records of St. Johns County, Florida.

7.3 In addition to the annual and special assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property for such other purposes as may be approved by the members of the Association in the manner set forth in this paragraph. Any special assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

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

assessments shall be mailed to every Owner subject thereto

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

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

7.7 Any assessments not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The assessments plus interest, a late fee not to exceed Twenty Dollars and No. 100's (\$20.00) for each assessment not paid within fifteen (15) days after the due date and reasonable attorney's fees at the trial and appellate level shall become a continuing lien against the Lot. The Association may bring an action at law against the Owner principally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the lot, name of the record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his lot or nonuse of the Common Property.

7.8 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale

or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in law thereof, shall extinguish the assessments levied as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

~~2.8~~ ~~Notwithstanding any other provision of Article VII of this Declaration, the annual assessments and special assessments, if any, paid to the Association by the Owners of Lots 1 and 2 as shown on the plan of the Property, shall not include the cost of constructing, reconstructing, repairing, maintaining and managing the Common Roads.~~

ARTICLE VIII EASEMENTS

8.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plan of the Property, and also, in and to a five foot (5') strip of land located to & 1 along all side and rear lot lines and a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes including the right to cross and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, water, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereto.

8.2 The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any

lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

8.3 Every Owner, their successors and assigns and their families and every guest, tenant and invitee of such Owner, is hereby granted a non-exclusive easement for pedestrian ingress and egress to the beach and Atlantic Ocean, over and across Tract C ("Tract C"), as shown on the plat of Sandpaper Village recorded in Map Book 12, Pages 90 and 91, of the public records of St. Johns County, Florida. The non-exclusive right of pedestrian access shall be exercised in connection with all other uses, including Owners of Lots within Sandpaper Village and Sandpaper Village Annex A. The Common Expenses of the Association shall include the Association's pro rata share of the cost of maintaining and insuring the dune walk-over located on Tract C. The non-exclusive easement granted in this paragraph is subject to the right of the Association to suspend an Owner's right to use the dune walk-over located on Tract C for pedestrian access to the beach during any period in which any assessment against the Owner's Lot remains unpaid.

ARTICLE IX

GENERAL PROVISIONS

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

9.2 The St. Johns River Water Management District or other governmental agency having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the

provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

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

9.4 Any failure of the Declarant the Association or Lot Owners their successors or assigns to enforce any covenants or restrictions contained herein, shall in no event, be deemed a waiver of the right to do so thereafter.

9.5 The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including violations of building restrictive laws) if the Declarant, in its sole judgment, determines such violation to be minor or nonmaterial, provided, however, that nothing in this section shall affect any action taken upon substantial completion of the building upon each Lot, and (c) to comply with any requirements of any mortgagee or any governmental agency or authority having jurisdiction over the Property.

9.6 In addition to the rights of the Declarant provided for in Section 7.5 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration and the Declarant, so long as the Declarant holds at least one (1) Lot for sale in the ordinary course of business, may amend or alter this Declaration or any part thereof.

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

9.8 Any amendment to the Covenants and Restrictions which alters the Surface Water or Sanitary Management System, or, the maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

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

9.10 In the event of any conflict among this Declaration, the Articles of Incorporation or By-Laws, the provisions of this Declaration shall control.

9.11 All rights reserved herein to the Declarants shall be fully assignable and transferable.

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

IN WITNESS WHEREOF, the undersigned Declarants have affixed their hand and seal on this 2 day of October, 1997.

Signed, sealed and delivered
in the presence of

Witness John S. Lassiter, Jr.
(type or print name)

CHARLES M. LASSITER
320 Redwing Lane
St. Augustine, Florida 32084

Witness Jeffrey M. Bassett
(type or print name)

John J. Bartley Jr.
Witness John C. Miller Jr.
(Type or print name)

Mark M. Lassiter
Witness Mark M. Lassiter
(Type or print name)

Larry J. Assitex
120 Redwing Lane
St. Augustine, Florida 32084

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me the 22 day of
October, 1997, by Charles M. Lassiter and Lorn; Lassiter, his wife, who (✓) are personally
known to me, I, a Notary Public, do hereby acknowledge the same _____ and
respectively, as identification.

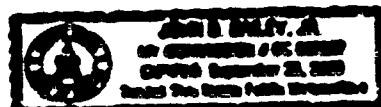
John J. Bartley Jr.
Notary Public

(Name of notary, typed/printed/stamped)

My commission expires _____

My commission number _____

• My fingerprints are _____



State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of incorporation of SANDPIPER WEST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on October 20, 1997, as shown by the records of this office.

The document number of this corporation is N97000005829.

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



Sandra B. Martham
Secretary of State



CR20022 (2-95)

**ARTICLES OF INCORPORATION OF
SANDPIPER WEST HOMEOWNERS' ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

We, the undersigned natural persons competent to contract, associate ourselves for the purpose of forming a corporation for profit under Chapter 87 of the Florida Statutes, and certify as follows:

NAME

The name of the corporation shall be **SANDPIPER WEST HOMEOWNERS' ASSOCIATION, INC.**, a non-profit corporation

II

PURPOSE

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

All the land described and contained in the Plat of Sandpiper West, a replat of Tract B, Sandpiper Village, as recorded in Map Book 12, Pages 90 and 91, which replat is recorded in Map Book 12, Page 12, all of the public records of St. Johns County, Florida.

and to promote the health, safety and welfare of the residents within the given described property and any addition thereto as may hereafter be brought within the jurisdiction of this Association for such purpose.

In furtherance of such purpose, the Association shall have power to (b) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in this certain Declaration of Covenants and Restrictions for Sandpaper West hereinafter called the "Declaration", applicable to the property, which shall be recorded in the public records of St. Johns County, Florida, and as the same may be amended from time to time as the Board may direct and shall be known during incorporation by any name of their choice or otherwise.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license, taxes or governmental charges levied or imposed against the property of the Association.

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

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

(e) dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Property, provided that any such merger or consolidation or annexation, shall have the assent of two-thirds (2/3) of each class of members.
- (g) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law now, now or hereafter have or exercise.
- (h) operate, maintain and manage the surface water or stormwater management system(s) within the above described property, in a manner consistent with the St. Johns River Water Management District Permit No. SRWMS-1281, requirements and applicable rules, and shall assist in enforcement of the restrictions and covenants contained therein, and
- (i) levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system(s) within the above described property. Such assessments shall be used for the maintenance and repair of the said surface water or stormwater management system(s) including, but not limited to, work within retention areas, drainage structures and drainage easements.

III

MEMBERSHIP

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

CLASSES OF MEMBERSHIP

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

Class B. The Class B members shall be the Developers (as defined in the Declaration), who shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale, or
- (b) Ten (10) years following the date of conveyance of the first lot, or
- (c) At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

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

v

EXISTENCE

The corporation shall have perpetual existence, commencing with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida.

SUBSCRIBERS NAMES AND RESIDENCES

The name and residence of the subscriber to these Articles of incorporation are

Name	Address
Charles M. Lassiter	320 Redwing Lane St. Augustine, Florida 32084

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, a President, Vice-President, who shall at all times be members of the Board, and a Secretary/Treasurer. The Board shall consist of no fewer than three (3) nor more than five (5) members. The Directors shall be elected as provided in the By-Laws. After Class B membership comes each member shall be the owner of a lot as provided in Article V of the Declaration. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Charles M. Lassiter Director/President	320 Redwing Lane St. Augustine, Florida 32084
Lori J. Lassiter Director/Vice-President	320 Redwing Lane St. Augustine, Florida 32084
John D. Bailey, Jr. Director/Secretary/Treasurer	780 North Ponce de Leon Boulevard St. Augustine, Florida 32084

DISSOLUTION

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

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system(s) within the property aforesaid must be transferred to and accepted by an entity which would comply with Section 49C-42.027, F.A.C. and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IX

AMENDMENT TO THE ARTICLES OF INCORPORATION

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

AMENDMENTS TO BYLAWS

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

XI

INDEMNIFICATION

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

AII

O R 1281 FG 1530

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office and principal office of this corporation is 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084 and the registered agent at such address is John D. Bailey, Jr.

Charles M. Lester

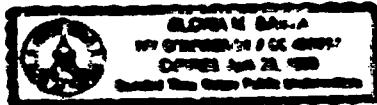
Charles M. Lester

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FORGOING instrument was acknowledged before me this 26 day of August, 1997, by Charles M. Lester, as Subscriber, who (I) is personally known to me or () has produced Florida driver's license no. _____ as identification.

Charles M. Lester
Notary Public

(Name of notary, typed/printed/stamped)
My commission number. _____
My commission expires. _____



O R 1281 PG 1531

ACCEPTANCE BY REGISTERED AGENT

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

J. C. Bailey, Jr.
John C. Bailey, Jr.

10/10/10
JCB
SAC

BY-LAWS OF

SANDPIPER WEST HOMEOWNERS' ASSOCIATION, INC.**ARTICLE I****NAME AND LOCATION**

The name of the corporation is **SANDPIPER WEST HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 780 North Ponce de Leon Boulevard, St. Augustine, Florida 32084, but meetings of members and directors may be held at such places within the State of Florida, County of St. Johns, as may be designated by the Board of Directors.

ARTICLE II**DEFINITIONS**

Section 1. "Association" shall mean and refer to the Sandpiper West Homeowners' Association, Inc., its successors and assigns.

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

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

Section 4. "Owner" shall mean and refer to the record owner of any lot,

Section 5. "Landlord" shall mean and refer to Charles W. Lauter and Vicki J. Lauter, his wife, their successors and assigns if such succession or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

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

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

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

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

Section 5. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF NOTICE

Section 1. **Number.** The affairs of this Association shall be managed by a Board of Directors, consisting of no fewer three (3) nor more than five (5) members. After Class B membership ceases, each member shall be a member of the Association.

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

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in the manner specified in Section 617.0806, Florida Statutes. In the event of death, resignation or removal of a director, his successor shall be selected at the same meeting by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two directors, after not less than three (3) days notice to each director.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) procure and maintain adequate liability, hazard and if requested, flood insurance on property owned by the Association.

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

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

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. Multiple Offices. The Office of Secretary, Treasurer may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President:

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

Vice-President

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

Secretary/Treasurer

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

ARTICLE IX**COMMITTEES**

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

ARTICLE X

O R 1281 PG 1641

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, as defined in the Declaration which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. In addition, the Board may, from time to time, establish and charge a late fee for handling delinquent assessments. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, late fees and costs and reasonable attorney's fees incurred in bringing any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her lot.

ARTICLE XII

CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference the words:

SANDPIPER WEST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

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

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

ARTICLE XIV

MISCELLANEOUS

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

C R 1281 PG 1643

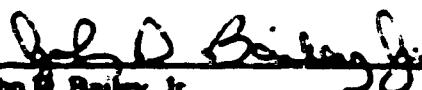
IN WITNESS WHEREOF, we, being all of the Directors of the Sandpiper West
Homeowners' Association, Inc., have hereunto set our hands this 26 day of August, 1997.



Charles M. Lancaster
Director



Lorri J. Lancaster
Director



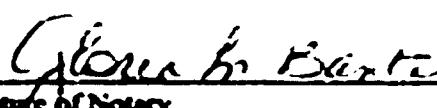
John D. Bailey, Jr.
Director

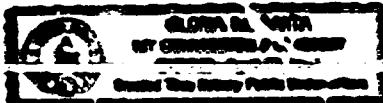
STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 26 day of August, 1997, by
Charles M. Lancaster and Lorri J. Lancaster, his wife, as Directors of Sandpiper West Homeowners' Association,
Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (notary must check applicable
box)



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


Signature of Notary



Name of Notary: Typo, Printed or Stamped
Commission Number: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

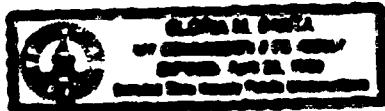
O.R. 1281 PG 1644

THE FOREGOING instrument was acknowledged before me this 26th day of August, 1997, by John D. Bailey, Jr. as Director of Sandpiper West Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who (notary must check applicable box)

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

John D. Bailey
Signature of Notary

Name of Notary Typed, Printed or Stamped
Commission Number: _____
My Commission Expires: _____



CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Sandpiper West Homeowners' Association, Inc., a Florida non-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors held on the 24 day of August, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 24 day of August, 1997.

J. A. Boening
Secretary

(Corporate Seal)

CAPTION

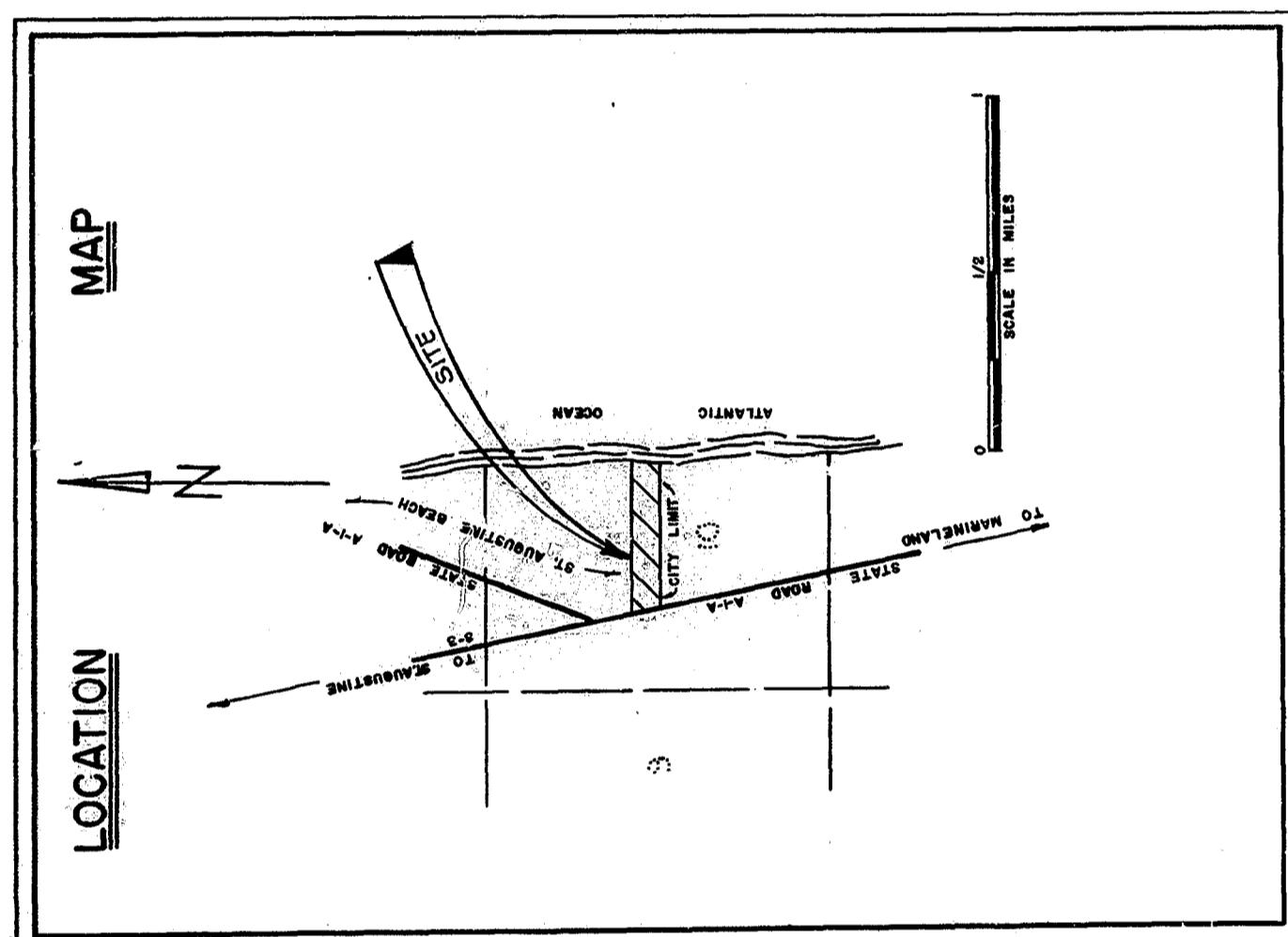
ALL OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, LYING EAST OF STATE ROAD A-1-A AS NOW LOCATED, EXCEPT THE SOUTH 60 FEET OF SAID GOVERNMENT LOT 5, IN ST. JOHNS COUNTY, FLORIDA.

DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, JOHN A. HART, AN INDIVIDUAL, A FREE DEALER, IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREOF AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THIS PLAT MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND. ALL DRIVES AND BOULEVARDS ARE HEREBY IRREVOCABLY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF THESE PRESENTS ARE SIGNED THIS 3rd DAY OF MAY, 1976

John A. Hart
John A. Hart
WITNESS
James M. Hart
WITNESS



THIS PLAT EXAMINED AND APPROVED BY THE ST. JOHNS COUNTY HEALTH DEPARTMENT ON August 9, 1976

BY: Paul L. Palmer
COUNTY SANITARIAN

I CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH THE LAWS OF THE STATE OF FLORIDA REGULATING THE FILING OF PLATS, AND IS FILED IN MAP BOOK 22 PAGES 90 AND 91 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THIS 20 DAY OF August, 1976

BY: John A. Hart
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND, THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 71-339, FLORIDA STATUTES.

APPROVED THIS 13 DAY OF AUGUST, 1976
ATTEST: *John A. Hart*
TOWN CLERK
MAJOR COMMISSIONER TOWN OF
ST. AUGUSTINE BEACH
REGISTERED SURVEYOR No. 884
REGISTERED ENGINEER No 4213

DUVAL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF JACKSONVILLE

BY: *John C. Farmer*
ITS PRESIDENT

ATTEST: *Colleen Taylor*
ITS ASSISTANT SECRETARY

SIGNED THIS 3rd DAY OF MAY, 1976.
IN THE PRESENCE OF:
John A. Hart

WITNESSES
Patty A. Hart

SANDPIPER VILLAGE

IN GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 8 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA
OWNER: JOHN A. HART

Spanish Trace
Candomirium

D. Foley et al
139955'E
N 88°55'W

TRACT 'N'
139955'E 139955'W
419.56' N 88°55'W
429.81' 429.81' N 88°55'W
50.95' 50.95' N 88°55'W
10.08' 10.08' N 88°55'W
358.90' 358.90' N 88°55'W
139955'E 139955'W
TRACT 'S'
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429.81' 429.81' N 88°55'W
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358.90' 358.90' N 88°55'W
139955'E 139955'W
TRACT 'N'

SEE DETAILS OF THIS AREA BELOW

St. Augustine By-The-Sea M.B.S., Page 94
100' 100' 100' 100' 100'
Scale: 1" = 200'

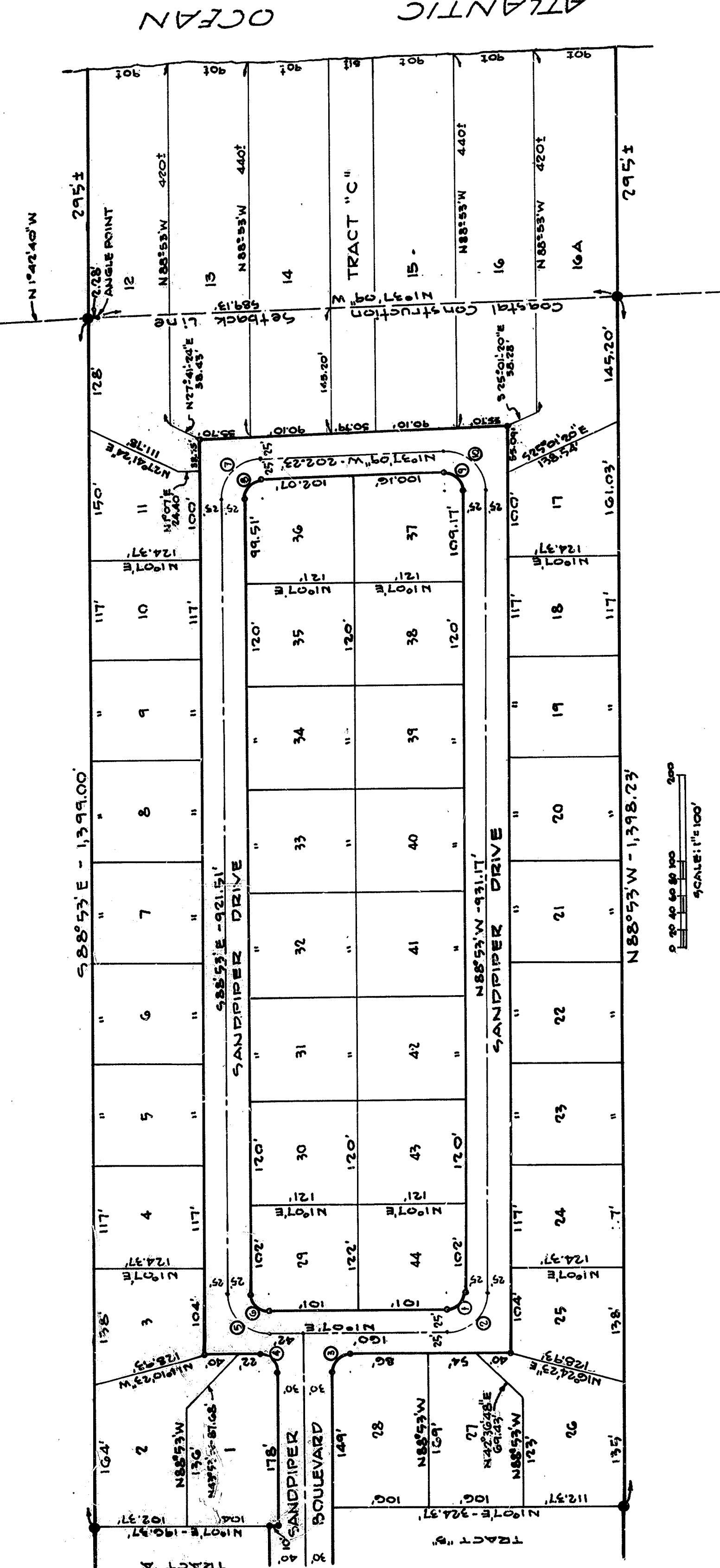
May, 1976
• PERMANENT REFERENCE MONUMENT
• PERMANENT CONTROL POINT

ATLANTIC OCEAN

5915'

295±

Coastal Construction
Subdivision
Site Plan



CURVE DATA TABULATION

CURVE	RADIUS	ARC	CHORD	CHORD
1	20'	31.42'	N 88°53' 00"W	78.75'
2	45'	70.76'	N 88°53' 00"W	67.62'
3	80'	31.42'	N 88°53' 00"W	78.75'
4	20'	31.42'	N 88°53' 00"E	78.75'
5	45'	70.76'	N 88°53' 00"E	67.62'
6	20'	31.42'	N 88°53' 00"E	78.75'
7	45'	68.56'	N 88°53' 00"W	62.10'
8	20'	30.46'	N 88°53' 00"W	21.60'
9	20'	31.37'	N 88°53' 00"E	28.75'
10	45'	76.39'	N 88°53' 00"E	65.14'

SANDPIPER VILLAGE

IN GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 8 SOUTH,
RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA
OWNER: JOHN A. HART

SANDPIPER WEST

A RE-PLAT OF PART OF TRACT B, SANDPIPER VILLAGE, AS RECORDED IN
MAP BOOK 12, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF ST. JOHNS
COUNTY, FLORIDA, LYING IN TOWNSHIP 8 SOUTH, RANGE 30 EAST
OF SAID COUNTY

CAPTION

THAT PART OF TRACT B, SANDPIPER VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 12, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS WES, ASSUMED BEARING ALONG THE SOUTH LINE OF SAID TRACT B, 255.64 FEET; THENCE NORTH 13 DEGREES 01 MINUTES 38 SECONDS WEST 334.51 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SANDPIPER BOULEVARD (70 FOOT RIGHT OF WAY); THENCE SOUTH 88 DEGREES 53 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 337.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 1 DEGREE 07 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT B, 324.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.21 ACRES MORE OR LESS.

ADOPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, DO HEREBY ADOPT THIS PLAT OF SAID LANDS HERINAFTER KNOWN AS SANDPIPER WEST. AND DO HEREBY DEDICATE TO THE SANDPIPER WEST HOMEOWNERS ASSOCIATION ALL ROADS, DRAINAGE AND UTILITY EASEMENTS SHOWN THEREON, AND DO HEREBY GRANT TO THE DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES, AND CABLE TELEVISION PROVIDERS (AS PROVIDED BY FLORIDA STATUTE 177.091, PARAGRAPH 29 AS AMENDED), INGRESS AND EGRESS TO SERVE THE LANDS SHOWN ON THIS PLAT. CHARLES M. LASSITER HEREBY RESERVES FOR HIMSELF, HIS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT AND RIGHT OF INGRESS AND EGRESS OVER ALL ROADS, BUFFERS, DRAINAGE AND UTILITY EASEMENTS DEDICATED TO THE SANDPIPER WEST HOMEOWNERS ASSOCIATION, FOR PURPOSES OF ACCESS, DRAINAGE OF STORMWATER, CONSTRUCTING AND MAINTAINING THEREIN DRAINAGE FACILITIES, UTILITIES AND OTHER IMPROVEMENTS.

IN WITNESS WHEREOF THE UNDERSIGNED HEREBUNTO SET THEIR HANDS THIS 8th DAY OF MAY, 1997 A.D.

Charles M. Lassiter Charles M. Lassiter
CHARLES M. LASSITER
WITNESS: James A. Mills Lorraine J. Lassiter
WITNESS: James A. Mills Lorraine J. Lassiter
WITNESS: James A. Mills Lorraine J. Lassiter

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF MAY, 1997 A.D. BY CHARLES M. AND LORRIE J. LASSITER, HUSBAND AND WIFE.

MY COMMISSION EXPIRES:

James A. Mills, P.L.S.
NOTARY PUBLIC
STATE OF FLORIDA
My Comm. expires MAY 16, 1998
CC 44405

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT ON THIS 5th DAY OF MAY, 1997, THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE CITY OF ST. AUGUSTINE BEACH, OF ST. JOHNS COUNTY, FLORIDA. THIS ACCEPTANCE OF DEDICATED AREAS SHALL NOT BE DEFERRED AS REQUIRING THE CONSTRUCTION OR MAINTENANCE BY THE CITY OF SAID AREAS.

CITY COMMISSION OF ST. AUGUSTINE BEACH, FLORIDA.
BY James A. Mills James A. Mills
MAYOR - COMMISSIONER
ATTEST James A. Mills James A. Mills
CITY CLERK

CERTIFICATE OF APPROVAL BY THE COMPREHENSIVE PLANNING AND ZONING DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE ST. AUGUSTINE BEACH PLANNING AND ZONING DEPARTMENT THIS 7th DAY OF MAY, 1997 A.D.

William G. Leach William G. Leach
Chairman of the Planning and Zoning Department

CERTIFICATE OF THE CITY MANAGER

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY MANAGER FOR ST. AUGUSTINE BEACH, FLORIDA THIS 5th DAY OF MAY, 1997 A.D.

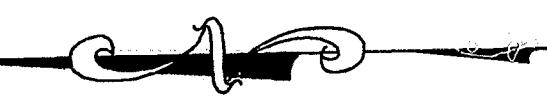
James A. Mills James A. Mills
BRIAN A. MILLS, P.L.S.
PROFESSIONAL LAND SURVEYOR, FLA. CERTIFICATION #44436

FLORIDA COASTAL SURVEYORS, INC.

1797 OLD MOULTRIE ROAD
SUITE 106
ST. AUGUSTINE, FL 32086
(904) 826-0060

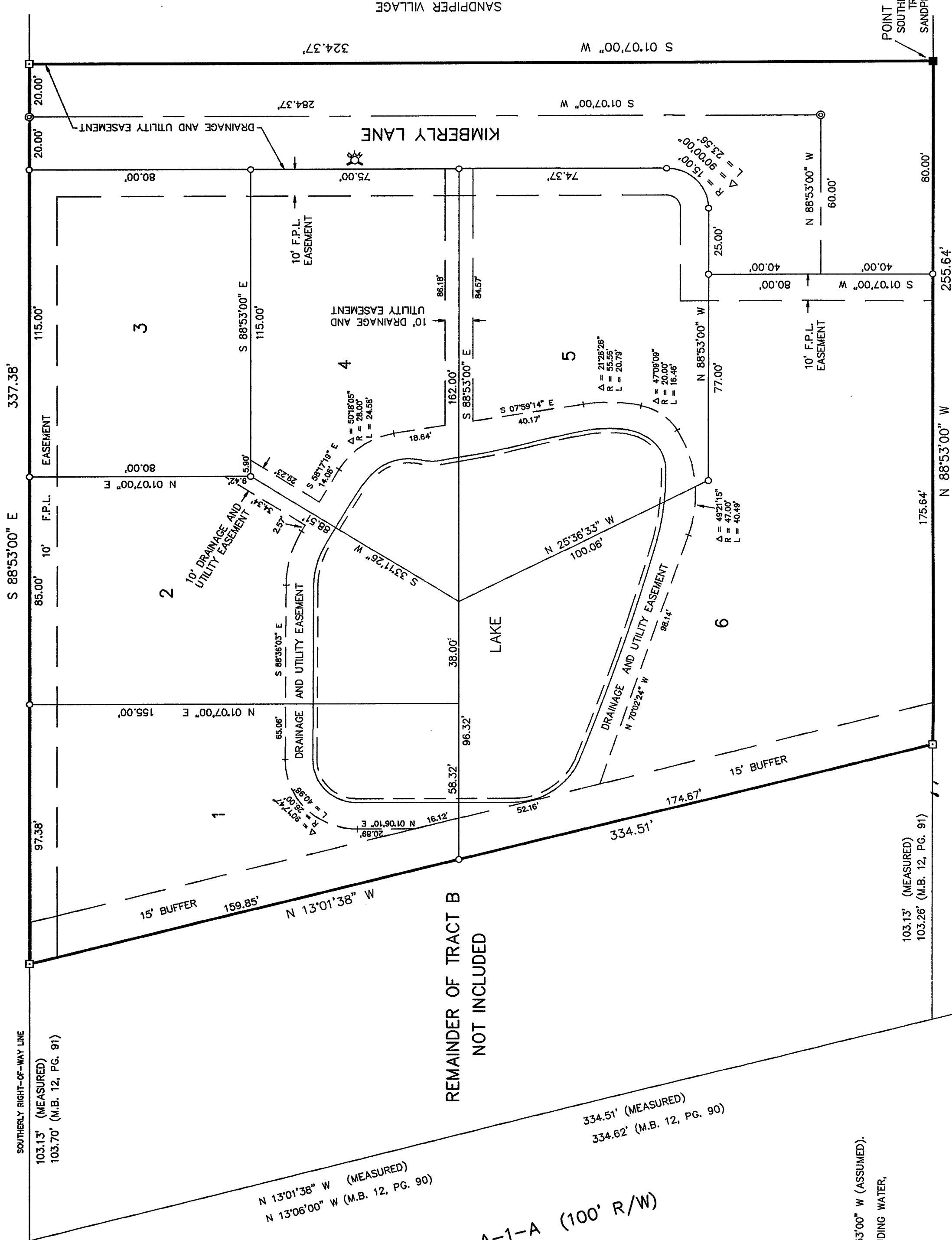
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OF SAID COUNTY



SOUTHERLY RIGHT-OF-WAY LINE
103.13' (MEASURED)
103.70' (M.B. 12, PG. 91)

N 13°01'38" W (MEASURED)
N 13°08'00" W (M.B. 12, PG. 90)



- KEY**
- DENOTES CONCRETE MONUMENT #894 FOUND
 - DENOTES CONCRETE MONUMENT #4436 SET
 - DENOTES IRON ROD #6388 SET
 - ◎ DENOTES PERMANENT CONTROL POINT #4436 SET
 - △ DENOTES CENTRAL ANGLE
 - L DENOTES ARC LENGTH
 - R DENOTES RADIUS
 - P.C.P. DENOTES PERMANENT CONTROL POINT
 - P.I. DENOTES POINT OF INTERSECTION
 - M.B. DENOTES MAP BOOK
 - R/W DENOTES RIGHT-OF-WAY
 - ✖ DENOTES PROPOSED FIRE HYDRANT

334.51' (MEASURED)
334.62' (M.B. 12, PG. 90)

103.13' (MEASURED)
103.26' (M.B. 12, PG. 91)

GRAPHIC SCALE



FLORIDA COASTAL SURVEYORS, INC.

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