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Prepared by and return to:
James J. Taylor Jr.
Taylor & Taylor P.A.
6015 A1A South
St. Augustine, Florida 32080
352-471-8770

**AMENDED SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTION FOR SEA PINES**

**THE SOLE PURPOSE OF THIS AMENDMENT IS TO CORRECT THE LEGAL
DESCRIPTION OF PARCEL ONE AS DESCRIBED IN EXHIBIT A TO THE
SUPPLEMENTAL DECLARATION RECORDED IN O. R. BOOK 2395, PAGE 1072,
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.**

THIS AMENDED SUPPLEMENTAL DECLARATION is made this 2nd day of December, 2009, by ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation (hereinafter the "Developer"), whose post office address is 509 Anastasia Boulevard, St. Augustine, Florida 32080.

WHEREAS, Developer caused that certain Amended and Restated Declaration of Covenants and Restrictions for Sea Pines to be recorded in the public records of St. Johns County, Florida, on April 2, 2003, at Official Records Book 1925, page 617, which subjected the real property described therein to certain covenants and restrictions, and which Developer subsequently amended by instrument recorded December 2, 2004, at Official Records Book 2329, page 357 of said public records, and

WHEREAS, Article III of the Declaration permits and authorizes the Developer to, from time to time, subject additional land to the Declaration by the filing of a supplemental declaration in the public records of St. Johns County, identifying the lands to be so subjected; and

WHEREAS, The Additional Property is contiguous to the land that is subject to the Declaration; and

WHEREAS, Developer continues to own a part of the land that is subject to the Declaration; and


WHEREAS, Developer desires to add and submit the Additional Property to the Declaration as if and to the extent that the Additional Property had been initially included therein.

NOW THEREFORE, Developer does hereby declare, pursuant to Article III of the Declaration, that the Additional Property is hereby added to those lands subject to the Declaration, and that henceforth the Additional Property shall be held, transferred, sold,

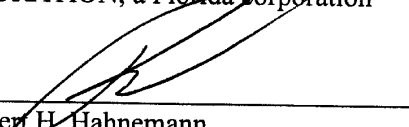
conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in the Declaration, which shall be deemed to be covenants running with the title to the Additional Property and shall be binding upon the Developer and all parties having or acquiring any right title or interest in the Additional Property or any part thereof.

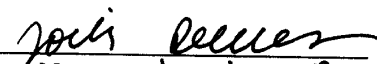
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 2nd day of December, 2009.

Signed, sealed and delivered
in the presence of:


Witness Name: Vickie A. Rianda

ST. AUGUSTINE DEVELOPMENT
CORPORATION, a Florida Corporation

By 
Robert H. Hahnemann,
Its President

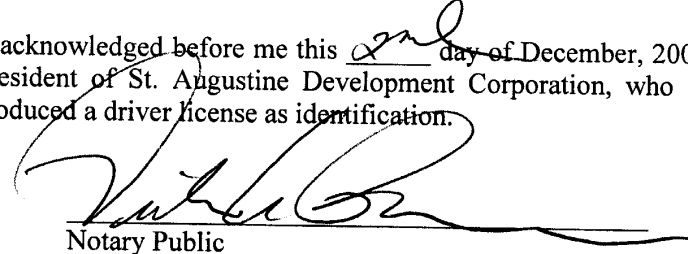

Witness Name: Jovic Reems

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2nd day of December, 2009, by Robert H. Hahnemann, as President of St. Augustine Development Corporation, who ☒ is personally known or ☐ has produced a driver license as identification.

[Notary Seal]

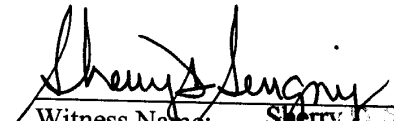



Notary Public
Printed Name: _____
My Commission Expires: _____


**CONSENT AND JOINDER TO AMENDED SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR SEA PINES**

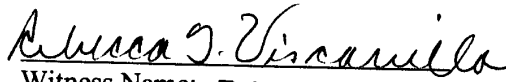
Mercantile Bank, as owner and holder of that certain mortgage dated July 28, 2004, between St. Augustine Development Corporation, a Florida corporation, as Mortgagor, and Mercantile Bank, as Mortgagee, which mortgage is recorded in the public records of St. Johns County, Florida at Official Records Book 2255, page 1422 (hereinafter the "mortgage"), does hereby consent to and join in the execution of the Supplemental Declaration of Covenants Restrictions for Sea Pines ("Declaration") to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that the Mortgage shall hereafter be subject to all terms and provisions of the Declaration as if said Declaration had been recorded prior in time to the recording of the Mortgage.

Signed, sealed and delivered
in the presence of:


Witness Name: Sherry D. Sevigny

MERCANTILE BANK

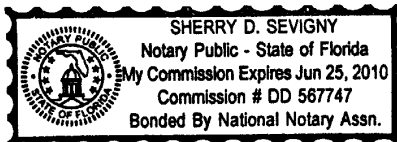
By 
Charles S. Flint,
Its Senior Vice President


Witness Name: Rebecca T. Viscariello

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of December, 2009, by Charles S. Flint, as Senior Vice President of Mercantile Bank, who ☒ is personally known or ☐ has produced a driver license as identification.

[Notary Seal]



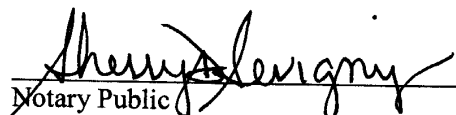

Notary Public
Printed Name: Sherry D. Sevigny
My Commission Expires: _____

EXHIBIT "A"

PARCEL ONE: A portion of Section 33 Township 8 South, Range 30 East, St. Johns County, Florida, being more fully described as follows: For a point of reference, commence at the intersection of the West line of said Section 33 with the North right-of-way line of State Road No. 206, a 200 foot width right-of-way; thence North $89^{\circ}11'30''$ East, on said North right-of-way line 911.66' to the point of beginning; thence continue North $89^{\circ}11'30''$ East, 422.07'; thence North $14^{\circ}32'44''$ West along the West line of a parcel of land as described in O.R. Book 883, Page 548, public records of said county, 707.86' to the Northwest corner of said parcel recorded in O.R. Book 883, Page 548; thence South $75^{\circ}27'16''$ West, along the North line of a parcel of land as described in O.R. Book 369, Page 394, of said public records, 410.00'; thence South $14^{\circ}32'44''$ East, 607.63' to the point of beginning.

PARCEL TWO: A portion of Section 33, Township 8 South, Range 30 East, St. Johns County, Florida, being more fully described as follows: For a point of reference, commence at the intersection of the West line of said Section 33 with the North right-of-way line of State Road No. 206, a 200 foot width right-of-way; thence North $89^{\circ}11'30''$ East, on said North right-of-way line, 1,446.95' to the point of beginning; thence North $14^{\circ}32'44''$ West, 734.74'; thence North $75^{\circ}27'16''$ East along the North line of a parcel of land as described in O.R. Book 545, Page 702, public records of said county, 450.61 +/- to the centerline of a creek; thence Southerly along the centerline of said Creek, +/- 842' to the intersection with the aforementioned North right-of-way line of State Road No. 206; thence South $89^{\circ}11'30''$ West, along said North right-of-way line, +/- 378' to the point of beginning.

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FOR
SEA PINES
(revised 3-24-03)**

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AMENDED AND RESTATED DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SEA PINES

THIS AMENDED AND RESTATED DECLARATION is made this 26 day of March, 2003, by **ST. AUGUSTINE DEVELOPMENT CORPORATION**, a Florida corporation (the "Developer").

WHEREAS, Developer caused to be recorded in Official Records Book 1773, at Page 979 of the public records of St. Johns County, a Declaration of Covenants and Restrictions for Sea Pines; and

WHEREAS, said Declaration of Covenants and Restrictions failed to include the attachments referred to therein as Exhibits A, B, C, D and E; and

WHEREAS, Developer continues to own all of the lands which were to be subjected to said Declaration of Covenants and Restrictions; and

WHEREAS, pursuant to Section 15.5 of said Declaration of Covenants and Restrictions, until such time as the Developer shall not own any lands subject to the Declaration, the Developer has the unilateral right to amend any provision of said Declaration other than Sections 11.5, 11.6 and 11.7, in any manner which does not materially and adversely affect the value of any Lot or other building parcel without the consent or joinder of any other party; and

WHEREAS, Developer desires to amend said Declaration of Covenants and Restrictions to include Exhibits A, B, C, D and E, and to make other modifications which do not materially and adversely affect the value of any Lot or modify Sections 11.5, 11.6 or 11.7 of said Declaration of Covenants and Restrictions.

NOW THEREFORE, Developer does hereby, pursuant to Section 15.5 of said Declaration, amend and restate said Declaration and declare that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Amended and Restated Declaration of Covenants and Restrictions (hereinafter the "Declaration") which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens.** Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association.** The Sea Pines Property Owners' Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board.** The Board of Directors of the Association.

Section 2.3 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.4 **Developer.** St. Augustine Development Corporation and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to St. Augustine Development Corporation as the Developer of the Property is not intended and shall not be construed, to impose upon St. Augustine Development Corporation any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from St. Augustine Development Corporation and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake adjacent to the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions thereto as may be made in accordance with the provisions of Section 3.2 of this Declaration.

Section 2.9 **Zoning Ordinance.** Ordinance Number 2001-52 as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Storm water Management System shall be deemed to be a part of the Common Area.

ARTICLE III **PROPERTY SUBJECT TO THIS DECLARATION:** **ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Notwithstanding the transfer of control of the Association to the Class A members and the termination of the Developer's Class B membership as provided in Section 4.2, hereof, as long as the Developer owns any part of the Property, the Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property. By accepting a deed to a Lot, each Owner agrees that it will not oppose any

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necessary application to rezone the additional land to be subjected to this Declaration so that the additional land may be developed under the same development scheme as the Property.

ARTICLE IV **THE ASSOCIATION**

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have two classes of membership:

(a) **Class A Members.** The Class A Members shall be all Owners, with the exception of the Developer, 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 of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(ii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any third party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

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(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of St. Johns County Ordinance Number 2001-52;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 Right of the Developer to Designate Property as Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). Addition of land to the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners.

Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas, upland buffers and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable

permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 Easements for Maintenance Purposes. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of operating, maintaining and repairing the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained, operated or repaired by Association, in accordance with the requirements of this Declaration. In addition, the Developer hereby grants to the Association and its successors, and assigns a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. The easements granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 Architectural Review and Approval. Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an

approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

(e) All approvals given by the ARB, and by the Developer pursuant to Section 6.5 hereof, shall be evidenced by a stamp, seal or similar graphic representation which shall be affixed to the plans for the applicable improvements.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Developer.** No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer from time to time.

Section 6.6 **Variance.** The ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the ARB. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at

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the highest lawful rate, late fees as hereafter provided, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes,, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 40-109-64090-2 (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget and a reasonable estimate for reserves for deferred maintenance and non-recurring expenses related to the Common Area. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3. The annual assessment amount may be increased by an amount not to exceed fifteen percent (15%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Lot maybe increased above the fifteen percent (15%) limitation set forth in this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less

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frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 7.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien; the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment payment is not paid within fifteen (15) days after the due date, the Association may charge a late fee not to exceed Twenty-five Dollars (\$25.00) for each unpaid assessment payment, and such unpaid assessment payment shall also bear interest from the due date at the highest lawful rate. The Association may at any time bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 Working Capital Fund. The Association will establish a working capital fund which shall be funded as set forth in this Section 7.6. Upon the initial transfer of title of a Lot from the Developer to an Owner, the Owner will be required by the Developer to pay to the Association a working capital contribution of Two Hundred Fifty and No/100 Dollars (\$250.00). This working capital contribution shall not be considered an advance payment of any assessments due pursuant to this Article VII. The working capital fund established by the Association may be used for any purpose for which the Association's Board of Directors deems appropriate, including without limitation, for operational expenses, reserves, capital improvements, or similar uses.

Section 7.7 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association, **excluding costs of major repairs, deferred maintenance, replacements and reserves**, remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this

Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII

EXTERIOR MAINTENANCE ASSESSMENTS

Section 8.1 **Remedial Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance (the "Remedial Maintenance"). Each affected Owner shall have fifteen (15) days within which to perform the required Remedial Maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the Remedial Maintenance. The cost of Remedial Maintenance undertaken by the Association shall be assessed against each Lot upon which such maintenance is performed. Assessments for the cost of Remedial Maintenance shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII hereof. Any such assessments shall be a lien upon each Lot assessed and the personal obligation of the Owner each Lot and shall become due and payable in all respects, together with interest, late fees, attorneys fees, and costs of collection, as provided for in Sections 7.2 and 7.4 hereof, and shall be subordinate to mortgage liens to the extent provided by Section 7.5 hereof.

Section 8.2 **Access.** For the purpose of performing the maintenance authorized by this Article VIII, the Association, through its duly authorized agents or employees, shall have the right, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain

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and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X **DEVELOPER'S RIGHT TO CHOOSE BUILDER AND REPURCHASE LOTS**

Section 10.1 **Developer's Right to Approve Builder.** The Developer hereby designates Palmetto Builders, Inc., a Florida corporation, as the exclusive builder of homes in Sea Pines. The Developer reserves the right to terminate its designation of Palmetto Builders, Inc., at any time and designate a successor builder as the exclusive builder of homes in Sea Pines. Any such termination and re-designation shall be made in a written instrument that shall be recorded in the Public Records of St. Johns County, Florida. No home may be constructed on any Lot by any builder other than the exclusive builder designated by the Developer. This prohibition relates only to the construction of the initial residence on the Lot and does not extend to subsequent construction activities, including renovations, repairs, remodeling, the addition of pools, and the like. In the event an Owner commences construction in violation of this provision, Owner agrees that, given the uncertainty of damages to the Developer, the Developer shall be entitled to obtain both a temporary and permanent injunction in the State courts of St. Johns County, Florida, without the requirement to post a bond, enjoining all construction activity on the Lot and requiring the removal of any improvements that have been constructed on the Lot. In any such action the Developer shall be entitled to recover its reasonable attorney's fees and costs.

The restrictions contained in this Section 10.1, shall automatically terminate upon the happening of the following:

(a) If (i) the Developer has not assigned its rights as Developer under this Declaration of Covenants and Restrictions to a third party, the Developer's corporate existence ceases to exist, or, (ii) if the Developer has assigned its rights as Developer under this Declaration of Covenants and Restrictions to a third party, the Developer's assignee, dies, or if the Developer's assignee is a corporation or other legal entity, its ceases to exist; **and**

(b) If on the date of the occurrence of the event described in subsection (a) above, there is an existing home builder that has been properly designated by the Developer or the Developer's assignee as the exclusive home builder within Sea Pines, said designee dies, or if said designee is a corporation or other legal entity, its ceases to exist.

Section 10.2 **Owner's Obligation to Commence Construction/Developer's Right to Repurchase Lot if Construction is Not Timely Commenced.** By accepting title to a Lot in the Property, the Owner of a Lot acknowledges the obligation to commence the construction of a single-family home on the Lot on or before October 31, 2006, and to diligently pursue the completion of construction. Construction shall be deemed "commenced" when all applicable

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building permits have been issued and the Lot has been cleared. In addition, each Owner accepting title to a Lot in the Property acknowledges and grants to the Developer an option, exercisable within an additional period of sixty (60) days, to repurchase the Lot if construction of a single-family home on the Lot is not so commenced, at a repurchase price equal to the original price of the Lot. All transfer taxes and costs associated with the repurchase, other than the Owner's attorney's fees, but including title insurance and recording charges shall be paid by the Developer. In the event Developer fails to exercise this option with respect to any Lot, the Developer's right to repurchase under this Section 10.2 shall automatically terminate as to that Lot only.

Section 10.3 **Restrictions To Be Included In Deeds.** The covenants and restrictions contained in Sections 10.1 and 10.2, above may be included in any deed conveying ownership of a Lot from the Developer.

ARTICLE XI

USE RESTRICTIONS

Section 11.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 11.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 11.2 **Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand seven hundred fifty (1,750) square feet of heated and air conditioned living area.

Section 11.3 **Detached Buildings.** No detached garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Setbacks.

11.4.1 **Front, Side and Rear.** No dwelling may be constructed on any Lot, unless the following set back requirements are met:

Front yard:	25 feet
Side yard:	8 feet
Rear yard:	10 feet.

For the purpose of determining set back requirements, all sides of a Lot adjacent to a street shall be considered to be a Front yard.

11.4.2 **Buffer and Easement Areas.** No dwelling shall be erected within any buffer or easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 12.1 of this Declaration.

11.4.3 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

Section 11.5 **Land Clearing.**

11.5.1 **Clearing Buffers, Common Areas and Front Yard Preservation Areas.** Only hand clearing of brush, dead trees or other vegetation which pose a serious risk of fire or damage to property is permitted in any Buffer Zone, Common Area, and Front Yard Preservation Area (as defined in Section 11.8.1). Clearing in Common Areas to permit construction of community amenities such as the community swimming pool and cabana structures is exempt from this limitation on clearing. Only native plants may be planted in any Buffer Zone, Common Area, and Front Yard Preservation Area.

11.5.2 **Restrictions on Lot Clearing.** Clearing with heavy equipment is prohibited except in the area of the foundation for the residence, the area of the front and side yards, excluding the Front Yard Preservation Area, and an area which extends towards the rear of the Lot no more than thirty (30') feet from the rear line of the foundation of the residence. No Lot shall be cleared more than thirty (30) days prior to the date construction of the residence on the Lot is to commence, nor prior to the issuance by St. Johns County, Florida, of all permits required for the construction.

Section 11.6 **Non-Organic Fertilizers, Insecticides, Herbicides and Pesticides.** Sea Pines prides itself in being a poison free community which utilizes only organic fertilizers, insecticides, herbicides and pesticides. Consistent with this position, non-organic fertilizers, insecticides, herbicides, and pesticides, including bug and insect extermination poisons or lawn spray poisons shall not be dispensed on any part of any yard, or in any exterior area within the Property. The Developer and the Association will request that there be no mosquito control spraying on the Property by St. Johns County, Florida. In addition, no mosquito control spraying shall be permitted by the Association, any Lot Owner or any independent pest control company anywhere on the Property, nor may the Association or any Lot Owner install or utilize any mechanical or electrical device for the control of mosquitoes on any Lot or in any Common Area within the Property.

Section 11.7 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

11.7.1 Except for landscaping installed by the Developer, a landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer. The landscaping plan shall identify all trees to be removed which removal requires the issuance of a permit by St. Johns County, Florida. Maximum utilization of existing trees and shrubs; natural landscaping techniques; and Xeriscaping shall be encouraged. A natural uncleared area of native vegetation of not less than 100 square feet shall be maintained in the front yard of each improved Lot (the "Front Yard Preservation Area"), within the area designated for such on the plat of the Property to be recorded in the public records of St. John County, Florida.

11.7.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 11.7.1 above, the Owner shall be obligated to obtain the required tree removal permit and complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 11.7.1 above.

Section 11.8 **Exterior Lighting.** Front and rear light poles are not allowed on any Lot. Security lights placed on the exterior surfaces of residences shall be limited to a maximum of 75 watts. Street and common area lighting shall not be placed or maintained at a height greater than forty two inches (42") above grade. No lighting shall be permitted which alters the residential character of the subdivision.

Section 11.9 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a garage, so as to be totally isolated from public view on a regular basis. Commercial vehicles shall not be parked within the Property within public view. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. In order to maximize the aesthetics of streetscapes within the Subdivision, all four wheel passenger automobiles shall be parked within garages with the garage doors close, to the maximum extend that shall be reasonably practical.

Section 11.10 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 11.11 **Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 11.12 **Lakes.** The Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained by the Owners of such Lots to the waters edge, so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 11.15 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been

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approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 14.10 HEREOF.

Section 11.13 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 11.14 **Trees.** Before cutting down, destroying or removing any tree from a Lot, the Owner shall insure that such action is authorized under the St. Johns County Tree Ordinance without a permit, or if a permit is required, shall obtain the necessary permit. Even if the proposed action does not require a permit or, if a permit is required the permit has been obtained, no tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 11.15 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 11.16 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association. The foregoing restriction shall not apply to any signage installed by the Developer.

Section 11.17 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's lot. Animals shall be kept for pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require

the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 11.18 **Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, except in areas intentionally left in a natural state, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During the construction of the dwelling or other improvements the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 11.19 **Fences.** Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 11.20 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot. No driveway may be painted or modified from its original surface material without the approval of the ARB.

Section 11.21 **Window Air Conditioning.** No window air conditioning units shall be installed on any building within the Subdivision.

Section 11.22 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or any improvements constructed thereon.

Section 11.23 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 11.24 **Leasing.** No dwelling, or any portion thereof, located within the Property shall be leased for less than four (4) consecutive months.

Section 11.25 **Garage Conversions.** No garage shall be enclosed or converted to another use without the approval of the ARB.

Section 11.26 **Common Area.** The Common Area shall be used only for its intended purpose.

Section 11.27 **Regulated Areas and Permits.**

11.27.1 **Environmental Permits and Restrictions.** THE PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE ARMY CORPS OF ENGINEERS ("ACOE"), AND PERMIT NUMBER 40-109-64090-2, ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATING SUCH PERMIT.

ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE FOREGOING PERMIT AS SUCH RELATES TO THE OWNER'S LOT.

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMIT, NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, INCLUDING BUFFER AREAS AND SWALES, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF THE PROPERTY, UNLESS AND UNTIL SUCH ACTIVITY IS AUTHORIZED IN WRITING BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMIT AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, ALL COSTS AND ATTORNEYS FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED ELSEWHERE IN THIS DECLARATION, THE ACOE AND SJRWMD SHALL EACH HAVE THE RIGHTS AND POWERS ENUMERATED IN THIS PARAGRAPH. THE ACOE AND SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE PERMIT AND THE JURISDICTIONAL LANDS SUBJECT TO THE REGULATION OF THE ACOE OR SJRWMD. ANY AMENDMENT TO THIS DECLARATION WHICH AMENDS THE RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE REFERENCED PERMITS, MUST HAVE PRIOR WRITTEN APPROVAL OF THE ACOE AND SJRWMD, AS APPLICABLE. IN THE EVENT THAT THE ASSOCIATION IS DISSOLVED, PRIOR TO SUCH DISSOLUTION, ALL RESPONSIBILITY RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM AND THE PERMITS MUST BE ASSIGNED TO AND ACCEPTED BY AN ENTITY APPROVED BY THE ACOE AND SJRWMD.

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Section 11.28 **Association to Succeed to Developer Rights.** The Association shall succeed to all of the rights reserved or vested in the Developer under Sections 11.1, 11.3, 11.9 and 11.14, hereof, on the day following the date upon which the Developer's Class B membership terminates.

ARTICLE XII

EASEMENTS RESERVED BY DEVELOPER

Section 12.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot ten feet in width along the front, rear and sides of each Lot.

Section 12.2 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 12.3 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 12.4 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 12.5 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 12.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such model houses, construction offices/modular structures, customer service offices, parking facilities and/or other structures upon any Lot within the Property, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Property or other properties. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XIII

RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 13.1 **Easement for Ingress and Egress.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "Roadways"). To the extent that additional lands are made subject to this Declaration pursuant to Section 3.2 hereof, the easement granted hereby may be expanded to include additional roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 13.2 **Rights of Developer to Restrict Access.** Notwithstanding the provisions of this Declaration to the contrary, the Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Board, may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Developer which is adjacent to or near the Property. The Developer and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article XIII including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Board would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Developer and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article XIII. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 13.2 thereafter shall be of no further force or effect.

Section 13.3 **Rights of Developer to Alter Roadways.** Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Developer shall have the right to redesignate, relocate or terminate any of the

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easement areas described in Section 13.1 and Section 13.2 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIV CONSERVATION EASEMENTS

Section 14.1 **Conservation Easement Areas.** Pursuant to the provisions of Section 704.06, Florida Statutes, the Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on April 2, 2003 in Official Records Book 1925, Page 613, Public Records of St. Johns County, Florida. The Developer granted the Conservation Easement as a condition of permit number 40-109-64090-2 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 14.2 **Purpose.** The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Section 14.3 **Prohibited Uses.** Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 14.4 **Responsibilities.** The Association, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Association its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

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Section 14.5 **Rights of District.** To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if the Association or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

Section 14.6 **Amendment.** The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Remedies for Violations.

15.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory, injunctions requiring compliance with the provisions of this Declaration. The SJRWMD 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. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

15.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 15.2 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 15.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration. The Association shall succeed to the rights reserved or vested in the Developer under this Section on the day following the date upon which the Developer's Class B membership terminates.

Section 15.4 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 15.5 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each

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Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. For so long as the Developer owns one or more Lots within the Property, the provisions of Sections 11.5, 11.6, 11.7 and 11.8, may not be altered, amended or terminated. Thereafter the provisions of Sections 11.5, 11.6, 11.7 and 11.8, may be altered, amended or terminated only upon the affirmative vote of the Owners holding one hundred (100%) percent of the total votes of the Association. With respect to all other provisions contained in this Declaration, the Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend any provision of this Declaration, except Sections 11.5, 11.6, 11.7, and 11.8 without the consent or joinder of any other party, in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property or to bring this Declaration into compliance with the requirements of the Federal Department of Housing and Urban Development ("HUD"), the Veteran's Administration ("VA"), or any other governmental authority having jurisdiction. Notwithstanding the foregoing, no amendment to this Declaration which alters any provision relating to the conditions set forth in Section 2 of St. Johns County, Florida, Ordinance Number 2001-52, may be made unless the condition has been eliminated or modified by action of the St. Johns County Commission. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. Any such amendment to this Declaration shall be executed by the Association and, Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 15.6 Prohibited Rules and Regulations. Notwithstanding any provision herein to the contrary, until such time as all Lots have been improved with the construction of a residence thereon, but in no event later than 60 months following the date that the first deed conveying a Lot from the Developer to an owner is recorded in the public records of St. Johns County, Florida, the Association may not, in fact, or by rule or regulation: (i) cause a gate to be placed so as to control vehicular access to the Property from State Road 206 unless said gate remains open at all times between the hours of 7:30 a.m. and 6:00 p.m. seven days per week; (ii) prohibit any marketing and/or directional signage placed on the Property by the Developer and/or the home builder designated by Developer under Article X, hereof; (iii) prohibit the Developer and/or the home builder designated by Developer under Article X, hereof, from maintaining a Construction and Customer Service Trailer on a Lot owned by the Developer and/or the designated home builder; (iv) prohibit the Developer and/or the home builder designated by Developer under Article X, hereof, from maintaining two model homes, staffed with sales representative on Lots owned or leased by the Developer and/or the designated home builder; or (v) take any action or adopt any rule or regulation which impedes the ability of the Developer and/or the home builder designated by Developer under Article X, hereof, to improve any Lot by the construction of a residence thereon or places any conditions on construction activities.

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Section 15.7 **Assignment of Permit Responsibilities and Indemnification.** In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable permits and the plat of the Subdivision. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 15.8 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 15.9 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 15.10 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

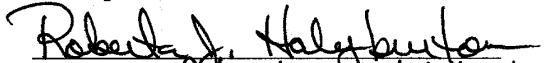
Section 15.11 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

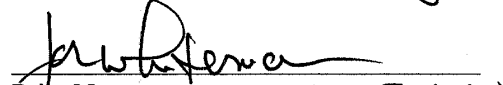
ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 15.12 **Damage Deposit Required for Renovations or Additions.** Prior to obtaining a building permit for the construction of any renovation or addition, including the addition of a swimming pool, to an existing residence which requires the issuance of a building permit from the applicable local governmental building official, the Owner of the Lot shall post a damage deposit with the Association. The amount of the damage deposit shall be \$1,000.00. The Association shall hold the deposit in a non-interest bearing account until ten (10) days following the date upon which the construction is completed, at which time the Association shall release the Deposit to the Owner, less any portion thereof determined by the Association to be required to fund any work necessary to repair any damage to the Common Area or Roadways that was caused by the construction activity. The requirement to post a bond under this section shall not apply to Initial Construction and, until such time as the Developer no longer owns any part of the Property, may be waived by the Developer.

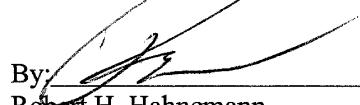
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 26 day of March, 2003.

Signed, sealed and delivered
in the presence of:


Print Name: Roberta J. Halyburton


Print Name: JOHN L. WHITMAN

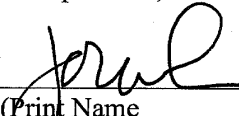
**ST. AUGUSTINE DEVELOPMENT
CORPORATION**, a Florida corporation

By: 
Robert H. Hahnemann
President

509 Anastasia Blvd.
St. Augustine, Florida 32080

STATE OF FLORIDA)
) SS
 COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 26 day of March, 2003, by Robert H. Hahnemann, the President of **ST. AUGUSTINE DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation.



 (Print Name _____)
 Notary Public, State of
 Florida at Large
 My Commission Expires:
☒ Personally Known
 or _____ Produced I.D.
 Type of Identification Produced

John L. Whiteman
 Notary Public, State of Florida
 My Comm. Exp. April 11, 2004
 No. CC911907

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**CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF
COVENANTS
AND RESTRICTIONS FOR SEA PINES**

Mercantile Bank, formerly known as Citrus Bank, as owner and holder of that certain mortgage dated June 18, 2002, between St. Augustine Development Corporation, a Florida corporation, as Mortgagor, and Citrus Bank, as Mortgagee, which mortgage is recorded in the public records of St. Johns County, Florida at Official Records Book 1773, page 1010 (hereinafter the "Mortgage"), does hereby consent to and join in the execution of the Amended and Restated Declaration of Covenants Restrictions for Sea Pines ("Declaration") to which this Consent and Joinder is attached and simultaneously recorded, and by such consent and joinder does hereby agree that the Mortgage shall hereafter be subject to all terms and provisions of the Declaration as if said Declaration had been recorded prior in time to the recording of the Mortgage.

Signed, Sealed and Delivered
in the presence of:

Stefany K. Semon
Print Name: Stefany K. Semon

10771410463
Print Name: 10771410463

STATE OF FLORIDA }
 } SS
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 31st day of March, 2003 by Stefany K. Semon, the Senior Vice President of Mercantile Bank, f/k/a Citrus Bank, on behalf of said Bank.

MERCANTILE BANK, f/k/a CITRUS
BANK

By: Stefany K. Semon
Its: Senior Vice President

Stefany K. Semon
(Print Name) Stefany K. Semon
NOTARY PUBLIC
State of Florida at Large
Commission # DD048768
My Commission Expires: Aug 12, 2005
☒ Personally Known
or ☐ Produced I.D.
[check one of the above]
Type of Identification Produced

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Stefany K. Semon
MY COMMISSION # DD048768 EXPIRES
August 12, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Exhibit "A"

A portion of Section 33, Township 8 South, Range 30 East, St. Johns County, Florida, being more fully described as follows:

For a point of reference commence at the Southwest corner of said Section 33, thence North 00°22'38" West, along the West line of said Section 33, 75.44' to the intersection with the North right-of-way line of State Road No. 206 (a 200' wide right-of-way as now established); thence North 89°11'16" East, along said North right-of-way line, 1333.72' to the Point of Beginning; thence North 14°32'44" West, 707.86'; thence South 75°27'16" West, along the Northerly line of lands as described in O. R. 270, page 306, 798.00' to a point on the East line of a Florida Power and Light Easement; thence North 14°32'16" West, along the East line of said Easement, 1580.61' to a point on the West line of said Section 33; thence North 00°22'38" West, along the West line of Section 33, 570.09' to a point on the West line of the West quarter corner of said Section 33; thence North 01°53'34" West, along said West line of Section 33, 886.69'; thence North 88°06'26" East, leaving said West line of said Section 33, 160.43' to a point on the Northerly line of said Section 33, also being the Southwest corner of Section 46; thence South 63°21'41" East, along the Northerly line of Section 33, 1384.25' to a point in the centerline of a natural creek; thence the following courses along the centerline of said creek, being also the West boundary line of the Plat of Hidden Creek Estates as recorded in Map Book 24, pages 52-55, and then replated in Map Book 25, pages 71-74, of the Public Records of St. Johns County, Florida; thence South 13°53'53" East, 80.00'; thence South 42°34'22" East, 25.02'; thence South 09°25'06" East, 133.38'; thence South 43°11'35" West, 20.41'; thence South 62°41'23" East, 29.89'; thence South 22°25'56" West, 55.35'; thence South 77°47'12" East, 33.61'; thence South 06°37'28" East, 55.52'; thence South 37°53'29" West, 44.69'; thence South 73°55'25" East, 27.31'; thence South 04°07'36" East, 19.82'; thence South 54°12'05" East, 22.34'; thence South 08°43'37" West, 41.66'; thence South 14°49'55" East, 30.29'; thence South 31°52'37" East, 33.47'; thence South 00°45'45" West, 66.65'; thence South 15°26'06" West 35.40'; thence South 36°15'55" East, 62.49'; thence South 11°20'57" West, 88.61'; thence South 04°00'34" East, 75.51'; thence South 60°25'52" East, 35.43'; thence South 09°36'30" East, 54.19'; thence South 27°29'37" West, 51.78'; thence South 35°09'24" East, 59.28'; thence South 15°09'02" East, 45.61'; thence South 05°54'01" West, 71.63'; thence South 07°50'05" West, 46.21'; thence South 06°17'06" East, 69.58'; thence South 26°24'08" West, 52.55'; thence South 01°05'56" East, 53.99'; thence South 32°38'51" West, 32.77'; thence South 35°25'53" East, 180.55'; thence South 03°05'24" East, 46.02'; thence South 24°39'22" East, 82.66'; thence South 09°54'51" West, 48.39'; thence South 05°20'19" East, 70.13'; thence South 36°44'13" East, 39.00'; thence South 05°55'27" East, 50.38'; thence South 49°56'56" West, 42.02'; thence South 12°44'14" East, 49.93'; thence South 61°10'34" East, 27.10'; thence South 04°03'48" East, 68.17'; thence South 29°58'27" East, 30.13' (DEED - 30.10'); thence South 75°27'16" West, leaving said Creek, 450.69' (DEED - 450.67'); thence South 14°32'44" East, 734.74' to a Point on the North right-of-way line of State Road No. 206, thence South 89°11'16" West, along said right-of-way, 113.23' to the Point of Beginning.

Exhibit "B"

ARTICLES OF INCORPORATION OF
SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.
(a corporation not-for-profit)

FILED
02 MAR 29 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I. NAME AND DEFINITIONS.

The name of this corporation shall be Sea Pines Property Owners' Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Sea Pines to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 509 Anastasia Boulevard, St. Augustine, Florida 32080, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within Sea Pines.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with applicable permits issued by the St. Johns River Water Management District and the Army Corp of Engineers, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained in said permits and District Rules.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall 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 easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The Members ("Members") shall consist of the Developer, and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. **VOTING AND ASSESSMENTS.**

A. The Association shall have two classes of voting membership as follows:

1. **Class A Membership.** The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.
2. **Class B Membership.** The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:
 - (a) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or
 - (b) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property; all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint each of the Directors. Following termination of the Class B Membership, the number of the Board of Directors shall be increased to five (5) Directors.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors after the termination of the Class B Membership, the terms of office of the three (3) elected Directors receiving the highest number of votes shall be established at two (2) years and the term of office of the remaining elected directors shall be established at one year. Thereafter, as many Directors shall be elected as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Robert H. Hahnemann
509 Anastasia Boulevard
St. Augustine, Florida 32084

William McLeod
509 Anastasia Boulevard
St. Augustina, Florida 32084

Deidre McLeod
509 Anastasia Boulevard
St. Augustine, Florida 32084

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

All Offices

Robert H. Hahnemann

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. The existence of the Association shall commence upon the filing of these Articles with the Florida Secretary of State.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

John L. Whiteman
P.O. Box 3504
St. Augustine, Florida 32085-3405

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in

the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System is transferred to and accepted by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import, and until responsibility for any permit issued by the Army Corps. of Engineers (ACOE) is transferred to an entity acceptable to the ACOE.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 20
day of March, 2002.

Signed, sealed and delivered
in the presence of:

Melanie J. McQuig
(Print or Type Name)

John L. Whiteman
Incorporator

Debra Beal Franczak
(Print or Type Name)

STATE OF FLORIDA }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by John L. Whiteman, the Incorporator of **SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.**, on behalf of the corporation.



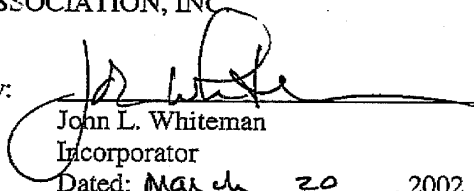
Debra Beal Franczak
(Print Name)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # DD 053801
My Commission Expires:
☒ Personally Known, or
☐ Produced I.D.
[check one of the above]
Type of Identification Produced

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

SEA PINES PROPERTY OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED JOHN L. WHITEMAN AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S BUSINESS ADDRESS IS 170 MALAGA STREET, SUITE A, ST. AUGUSTINE, FLORIDA 32084, AND THE CORPORATION'S REGISTERED OFFICE IS THE SAME.

SEA PINES HOMEOWNERS
ASSOCIATION, INC.

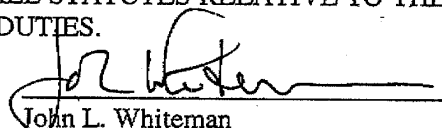
By:


John L. Whiteman

Incorporator

Dated: March 20, 2002.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT 170 MALAGA STREET, SUITE A, ST. AUGUSTINE, FLORIDA 32084, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.


John L. Whiteman

Registered Agent

Dated: March 20, 2002.

FILED
02 MAR 29 PM 2:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
OF
SEA PINES
PROPERTY OWNERS' ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Sea Pines ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Sea Pines Property Owners' Association, Inc. ("Association") shall be at 509 Anastasia Boulevard, St. Augustine, Florida 32084, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt-of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.
8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.
2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.
3. With reference to assessments of the Association:
 - (a) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in-advance of such date or period;
 - (b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
 - (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

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

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Sea Pines Property Owners' Association, Inc., not for profit, 2002.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of

Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of Sea Pines
Property Owners' Association, Inc., a Florida
corporation, not for profit effective
April 1, 2002.

By: 

Robert H. Hahnemann, Secretary

Exhibit "D"

Common Area

Longleaf Drive, Point Pleasant Drive, Pebble Brook Drive, Heron Point Drive, Mirror Lake Drive, Cedar Cove Drive, Myrtle Wood Drive, Needle Grass Drive, Tracts A, B, C, D, E, F, G, I, and J as shown on the plat of Sea Pines, recorded in Map Book 44, pages 30 through 41 of the public records of St. Johns County, Florida.

Exhibit "E"

Roadways

Longleaf Drive, Point Pleasant Drive, Pebble Brook Drive, Heron Point Drive, Mirror Lake Drive, Cedar Cove Drive, Myrtle Wood Drive, and Needle Grass Drive as shown on the plat of Sea Pines, recorded in Map Book 44, pages 30 through 41 of the public records of St. Johns County, Florida.

STA\462520_1

This document was prepared by BANK OF
ST. AUGUSTINE, 120 S.R. 312 WEST, ST. AUGUSTINE, FL 32086
State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 980.00 has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of ST. JOHNS
State of Florida.

Public Records of
St. Johns County, FL
Clerk# 02-036038
O.R. 1773 PG 1975
12:30PM 06/20/2002
REC \$37.00 SUR \$5.00
Doc Stamps \$980.00
Int Tax \$560.00

80898

Record & Return To:
John McE. Miller, P.A.
333 N. 1st Street, #305
Jax Bch, FL 32250

State of Florida Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JUNE 3, 2002 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: ELTON S. WHITLAND
A SINGLE MAN
113 CRAPE MYRTLE DRIVE
PONTE VEDRA BEACH, FL 32082

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: BANK OF ST. AUGUSTINE
A FEDERAL SAVINGS BANK
120 S. R. 312 W.
ST. AUGUSTINE, FL 32086
TAXPAYER I.D. #: 59-3409662

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
LOT 53, AZALEA POINT AT PONTE VEDRA UNIT TWO-C AND TWO-D, ACCORDING TO PLAT THEREOF
AS RECORDED IN MAP BOOK 26, PAGES 100, 101, 102, 103 AND 104 OF THE PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLORIDA.

4200
5600
9800


The property is located in ST. JOHNS at
(County)
113 CRAPE MYRTLE DRIVE PONTE VEDRA BEACH, Florida 32082
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 280,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
NOTE DATED 06/03/02 IN THE AMOUNT OF \$280000.00

FLORIDA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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 (page 1 of 4)

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:


- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.


All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

 (page 3 of 4)

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

X 
 (Signature) ELTON S. WETTLAND (Date) (Signature) (Date)
 (Witness) (Witness)

ACKNOWLEDGMENT:

(Individual) STATE OF FLORIDA, COUNTY OF } ss.
 This instrument was acknowledged before me this 3RD day of JUNE, 2002
 by ELTON S. WETTLAND
 who is personally known to me or who has produced as identification.
 My commission expires:
 (Seal)



John Mc E. Miller
 MY COMMISSION # CC947028 EXPIRES
 June 19, 2004
 BONDED THRU TROY FAIR INSURANCE, INC.

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this3RD..... day of
 JUNE, 2002, and is incorporated into and shall be deemed to amend and
 supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the
 same date, given by the undersigned (the "Borrower") to secure Borrower's Note to BANK OF.....
 ST. AUGUSTINE, 120 S. R. 312 W., ST. AUGUSTINE, FL 32086.....
 (the
 "Lender") of the same date and covering the Property described in the Security Instrument and
 located at: 113 CRAPE MYRTLE DRIVE, PONTE VEDRA BEACH, FL 32082.....
 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together
 with other such parcels and certain common areas and facilities, as described in LOT 53.....
 113 CRAPE MYRTLE DR., PONTE VEDRA BEACH, FL.....

(the "Declaration"). The Property is a part of a planned unit development known as AZALEA.....
 POINT OF PONTE VEDRA, UNIT TWO-C AND TWO-D.....
 [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or
 equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners
 Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security
 Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the
 PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles
 of incorporation, trust instrument or any equivalent document which creates the Owners
 Association; and (iii) any by-laws or other rules or regulations of the Owners Association.
 Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the
 Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally
 accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is
 satisfactory to Lender and which provides insurance coverage in the amounts (including
 deductible levels), for the periods, and against loss by fire, hazards included within the term
 "extended coverage," and any other hazards, including, but not limited to, earthquakes and
 floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of
 the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage
 on the Property is deemed satisfied to the extent that the required coverage is provided by the
 Owners Association policy.

Form 3150 1/01



MULTISTATE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form PUD-R 9/6/2000

(page 1 of 2 pages)

RA 2 A 0

[Signature]

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


 ELTON S. WEITLAND (Seal)
 -Borrower

..... (Seal)
 -Borrower

MULTISTATE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Bankers Systems, Inc., St. Cloud, MN Form PUD-R 9/6/2000

Form 3150 1/01
 (page 2 of 2 pages)

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 3RD day of JUNE, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BANK OF ST. AUGUSTINE, ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, 120 S. R. 312 W. ST. AUGUSTINE, FL 32086 (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 113 CRAPE MYRTLE DRIVE, PONTE VEDRA BEACH, FL 32082
[Property Address]

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND PERIODIC PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250 %. The Note provides for changes in the interest rate and the payments, as follows:

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled: (mark one):

☒ I will make my periodic payments on the first day of each month beginning on AUGUST 1, 2002

☐ I will make my periodic payments as follows:

MULTISTATE ADJUSTABLE RATE RIDER
Bankers Systems, Inc., St. Cloud, MN Form ARLR 8/24/2000
ref: ADJ-NOTE

(page 1 of 3 pages)



- ☐ In addition to the payments described above, I will pay a "Balloon Payment" of \$ on The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described in the Note.

My periodic payments will be applied to interest before Principal. If, on JULY 1, 2032 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my periodic payments at 120 S. R. 312 W. ST. AUGUSTINE, FL 32086 or at a different place if required by the Note Holder.

(C) Amount of My Initial Periodic Payments

Each of my initial periodic payments will be in the amount of U.S. \$... 1,910.09 This amount may change.

(D) Periodic Payment Changes

Changes in my periodic payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my periodic payment in accordance with Section 4 of the Note.

4. INTEREST RATE AND PERIODIC PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." (Mark one)

☒ The interest rate I will pay may change on the first day of JULY, 2007 and on that day every 60TH month thereafter.

☐ The interest rate I will pay may change and on every thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

WEEKLY AVERAGE YIELD ON U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF ONE YEAR

The most recent Index figure available as of the date ☒ 45 days ☐ before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

Gre

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by
~~ADDING THREE AND 375/1000~~
 percentage points (..... 3.375 %) to the Current Index. The result of this calculation:

- ☐ will not be rounded off.
☒ will be rounded off by the Note Holder to the nearest 0.125. %.
☐ will be rounded off by the Note Holder up to the nearest %.
☐ will be rounded off by the Note Holder down to the nearest %.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my periodic payment.

(D) Limits on Interest Rate Changes ** TWO AND NO/1000

☒ My interest rate will never be increased or decreased on any single Change Date by more than ** percentage points from the rate of interest I have been paying for the preceding period.

☒ My interest rate will never be greater than 13.250. % or less than 6.000. %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date until the amount of my periodic payment changes again.

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

☒ B. FUNDS FOR TAXES AND INSURANCE

Uniform Covenant 3 of the Security Instrument is waived by the Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

..... (Seal)
 ELTON S. WETLAND -Borrower

..... (Seal)
 -Borrower

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This instrument prepared by:
Robert Cuff, Esq.
Rogers, Towers, P.A.
170 Malaga St., Suite A
St. Augustine, Florida 32084

Public REcords of
St Johns County, FL
Clerk #04-089126
OR 2329 PG 357
04:08PM 12/2/2004
Rec \$13.00 Sur \$14.00

FIVE MINUTE RECORDING

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, AND RESTRICTIONS FOR SEA PINES

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SEA PINES (the "Amendment") is made this 15th day of October, 2004 by St. Augustine Development Corporation, a Florida corporation, with offices at 509 Anastasia Boulevard, St. Augustine, Florida 32080 (the "Developer").

RECITALS

- A. On April 2, 2003, Developer recorded the Amended and Restated Declaration Of Covenants And Restrictions For Sea Pines in Official Records Book 1925, Page 617 of the Public Records of St. Johns County, Florida (the "Declaration"). The Declaration affects certain property described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").
- B. The Declaration provides, in Article XV, Section 15.5, that the Developer may amend the Declaration, subject to certain conditions and restrictions contained therein.
- C. As of the date of this Amendment, Developer has discovered scrivener's errors in the Declaration as recorded, which Developer now desires to correct of record.
- D. Developer has also discovered since the recording of the Declaration that certain provisions of the Declaration relating to the number, location and size of certain street lighting fixtures intended to be installed on the Property do not provide adequate illumination for the streets within the Property.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby amends the Declaration as follows:

1. Article XI, Section 11.5.1. is hereby amended to read:

11.5.1 Clearing Buffers, Common Areas and Front Yard Preservation Areas. Only hand clearing of brush, dead trees or other vegetation which pose a serious risk of fire or damage to property is permitted in any Buffer Zone, Common Area, and Front Yard Preservation Area (as defined in Section 11.7.1). Clearing in Common Areas to permit construction of community amenities such as the community swimming pool and cabana structures is exempt from this limitation on clearing. Only native plants may be planted in any Buffer Zone, Common Area, and Front Yard Preservation Area.

2. Article XI is amended by the addition of a new Section 11.5.3 to read:

11.5.3 Common Area Clearing. At least ten (10%) percent of the total Common Area defined in this Declaration shall remain uncleared and in a natural state.

3. Article XI is amended by the addition of a new Section 11.29 to read:

11.29 Additional Lighting Standards. In addition to front and rear pole lights, as referenced in 11.8, side pole lights are not allowed on any Lot. No more than four (4) security lights with a maximum of 75 watts per light are allowed on the exterior of any residence. All security lights must be installed at a height not exceeding nine (9) feet. The total number of street lights in the Property shall not exceed 19, with no more than seven (7) street lights located on the north and east sides of the Property. No street light installed pursuant to this Section shall be placed or maintained at a height greater than nine (9) feet above grade. Street lights must be 75 watts or less. There will be no more than 32 landscape lights at the entrance to Sea Pines Subdivision.

4. Article XV, Section 15.5 is amended to read:

15.5 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. For so long as the Developer owns one or more Lots within the Property, the provisions of Sections 11.4.2, 11.5, 11.5.1, 11.5.2, 11.5.3, 11.6, 11.7, 11.7.1, 11.7.2, 11.8, and 11.29 may not be altered, amended or terminated. Thereafter the provisions of Sections 11.4.2, 11.5, 11.5.1, 11.5.2, 11.5.3, 11.6, 11.7, 11.7.1, 11.7.2, 11.8, and 11.29 may be altered, amended or terminated only upon the affirmative vote of the Owners holding one hundred (100%) percent of the total votes of the Association. With respect to all other provisions contained in this Declaration, the Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend any provision of this Declaration, except Sections 11.4.2, 11.5, 11.5.1, 11.5.2, 11.5.3, 11.6, 11.7, 11.7.1, 11.7.2, 11.8, and 11.29 without the consent or joinder of any other party, in any manner which does not materially and adversely

affect the value of any Lot or other building parcel located within the Property or to bring this Declaration into compliance with the requirements of the Federal Department of Housing and Urban Development ("HUD"), the Veteran's Administration ("VA"), or any other governmental authority having jurisdiction. Notwithstanding the foregoing, no amendment to this Declaration which alters any provision relating to the conditions set forth in Section 2 of St. Johns County, Florida, Ordinance Number 2001-52, may be made unless the condition has been eliminated or modified by action of the St. Johns County Commission. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. Any such amendment to this Declaration shall be executed by the Association and, Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

5. Except as set forth herein, the remaining terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to the Declaration to be executed this 15 day of OCTOBER, 2004 by its duly authorized officers on behalf of the corporation.

WITNESSES:

Linda Paulaitis
Print Name: Linda Paulaitis

ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation

By: Robert H. Hahnemann, President

Roberta J. Halyburton
Print Name: Roberta J. Halyburton

509 Anastasia Blvd.
St. Augustine, Florida 32080

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15 day of October, 2004 by Robert H. Hahnemann, as President of **ST. AUGUSTINE DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation. He is personally known to me.



Roberta J. Halyburton
MY COMMISSION # DD083994 EXPIRES
January 25, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Roberta J. Halyburton
Print name: _____
Notary Public State of Florida
My Commission Expires: _____

STA477945_1

-3-

Prepared by and return to:

Sea Pines Property Owners Association, Inc
c/o May Management Services
5431 A1A South
St. Augustine, Florida 32080

AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
SEA PINES

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SEA PINES is made this 30 day of June, 2013 by Sea Pines Property Owners' Association, Inc., 5455 A1A South St. Augustine, Florida, 32080 ("the Association").

WHEREAS, on April 2, 2003, the developer caused to be recorded an Amended and Restated Declaration of Covenants and Restrictions for Sea Pines and to include Exhibits A, B, C, D, E in Official Records Book 1925, Page 617 of the Public Records of St. Johns County, Florida ("the Amended Declaration").

WHEREAS, the Amended Declaration provides, in Article XV, Section 15.5, that Owners holding two-thirds (2/3) or more of the total votes of the Association may amend the Declaration.

WHEREAS, on September 5, 2007, the Association caused to be recorded an Amendment to the Amended Declaration in Official Records Book 2977, Page 1100 of the Public Records of St. Johns County, Florida.

WHEREAS, on September 24, 2008, the association caused to be recorded an Amendment to the Amended Declaration in Official Records Book 3125, Page 1584 of the Public Records of St. Johns County, Florida.

WHEREAS, the Developer no longer owns any land within the property.

WHEREAS, the Association has discovered scrivener's errors in the recorded and the Amended Declaration, which the Association now desires to correct of record.

WHEREAS, the Association desires to amend Exhibit D (common areas) and Exhibit E (roadways) to include the common areas and roadways defined by Amended Exhibit A (property description).

WHEREAS, the Association desires to amend and restate said Amended Declaration and make other modifications which do not materially and adversely affect the value of any lot or modify Sections 11.5, 11.6, 11.7 of said Amended Declaration.

NOW THEREFORE, the Association does hereby, pursuant to Section 15.5 of said Declaration, amend and restate said Declaration and declare that all matters set forth in this Amended and Restated Declaration of Covenants and Restrictions which shall be deemed to be the covenants running with title to the Property and shall be binding all parties having or acquiring any right, title or interest in the Property or any part thereof.

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ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 Benefits and Burdens Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II DEFINITIONS

Section 2.1 Association The Sea Pines Property Owners' Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 Board The Board of Directors of the Association.

Section 2.3 Common Area All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Association and which has been designated for the common use of the Owners by reference thereto in this Section. The Common Area shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein but not owned or maintained by a public or private utility company.

Section 2.4 Developer St Augustine Development Corporation.

Section 2.5 Limited Common Area The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any pond adjacent to the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Board.

Section 2.6 Lot Any platted Lot or any other parcel of real property located within the Property, on which one residential dwelling has been or could be constructed.

Section 2.7 Owner The record owner or owners of any lot.

Section 2.8 Property or Subdivision The real property described on the attached Exhibit A

Section 2.9 Zoning Ordinance Ordinance Number 2001-52 as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.10 Surface Water or Stormwater Management System A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Storm water Management System shall be deemed to be a part of the Common Area.

ARTICLE III THE ASSOCIATION

Section 3.1 Membership Each Owner shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 3.2 Voting Each Owner 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 of the Association. However, the vote for any such Lot shall be exercised as the Owners thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COMMON AREA RIGHTS

Section 4.1 Owners' Easement of Enjoyment Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the Association as owner of the Common Area to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of St. Johns County Ordinance Number 2001-52;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Association;

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent

hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 4.2 Maintenance of Common Area and Compliance with Applicable Permits

The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all ponds, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas, upland buffers and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.3 Easements for Maintenance Purposes The Developer has granted to the Association and its successors, assigns, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of operating, maintaining and repairing the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained, operated or repaired by Association, in accordance with the requirements of this Declaration. In addition, the Developer granted to the Association and its successors, and assigns a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. The easements granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the

Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1 Architectural Review and Approval Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Association. It shall be the burden of each Owner, and not the owners' contractor, to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 5.2 Architectural Review Board The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or more members who need not be members of the Association. A majority of the members shall be owners. The Board shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board.

Section 5.3 Powers and Duties of the ARB The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

(e) All approvals given by the ARB pursuant to this Section shall be evidenced by a stamp, seal or similar graphic representation which shall be affixed to the plans for the applicable improvements.

Section 5.4 Compensation of ARB The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 5.5 Review of Initial Construction by ARB No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by the ARB in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer.

Section 5.6 Variance The ARB may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the ARB. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it affect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 5.7 Limited Liability In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ARB, or the Association as contemplated by this Article neither the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the ARB or the Association.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate, late fees as hereafter provided, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 Purpose of Assessments

6.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth herein, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all detention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 40-109-64090-2 (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit.

6.2.2 The Board may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board at the time such special assessment is levied.

Section 6.3 Calculation and Collection of Assessments Annual assessments shall be established by the Board based upon an annual budget and a reasonable estimate for reserves for deferred maintenance and non-recurring expenses related to the Common Area. Each Owner's pro-rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section. The annual assessment amount may be increased by an amount not to exceed fifteen percent (15%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board, the foregoing assessment amount per Lot maybe increased above the fifteen percent (15%) limitation set forth in this Section

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectible in advance on a periodic basis established by the Board from time to time, which periodic basis shall not be less frequent than annually.

(d) Special assessments shall be collectible in advance in the manner established by the Board at the time such special assessments are authorized.

Section 6.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien; the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment payment is not paid within fifteen (15) days after the due date, the Association may charge a late fee not to exceed the amount established by state statute for each unpaid assessment payment, and such unpaid assessment payment shall also bear interest from the due date at the highest lawful rate. The Association may at any time bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 6.5 Subordination of Lien to Mortgages The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a

sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.6 Working Capital fund The Association will establish a working capital fund which shall be funded as set forth in this Section. Upon the initial transfer of title of a Lot from the Developer to an Owner, the Owner will be required by the Developer to pay to the Association a working capital contribution of Two Hundred Fifty and No/100 Dollars (\$250.00). Upon any subsequent transfer of title of a Lot from Seller to Buyer, the new buyer will be required by the Association to pay to the Association a working capital contribution equal to five (5) months of Association dues. This payment may be made at time of closing. This working capital contribution shall not be considered an advance payment of any assessments due pursuant to this Article. The working capital fund established by the Association may be used for any purpose for which the Association's Board deems appropriate including without limitation, for operational expenses, reserves, capital improvements, or similar uses.

ARTICLE VII EXTERIOR MAINTENANCE ASSESSMENTS

Section 7.1 Remedial Maintenance The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance (the "Remedial Maintenance"). Each affected Owner shall have fifteen (15) days within which to perform the required Remedial Maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the Remedial Maintenance. The cost of Remedial Maintenance undertaken by the Association shall be assessed against each Lot upon which such maintenance is performed. Assessments for the cost of Remedial Maintenance shall not be considered a part of the annual or special assessments imposed upon the Property. Any such assessments shall be a lien upon each Lot assessed and the personal obligation of the Owner of each Lot and shall become due and payable in all respects together with interest, late fees, attorneys fees, and costs of collection, as provided for in Sections 6.2 and 6.4 hereof, and shall be subordinate to mortgage liens to the extent provided by Section 6.5 hereof.

Section 7.2 Access For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically feasible.

ARTICLE VIII UTILITY PROVISIONS

Section 8.1 Water System The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets' located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 8.2 Sewage System The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 8.3 Utility Service It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE IX ASSOCIATION'S RIGHT TO CHOOSE BUILDER

Section 9.1 Association's Right to Approve Builder The Association hereby designates Palmetto Builders, Inc., a Florida corporation, as the exclusive builder of homes in Sea Pines. The Association reserves the right to terminate its designation of Palmetto Builders Inc. at any time and designate a successor builder as the exclusive builder of homes in Sea Pines. Any such termination and re-designation shall be made in a written instrument that shall be recorded in the Public Records of St. Johns County, Florida. No home may be constructed on any Lot by any builder other than the exclusive builder designated by the Association. This prohibition relates only to the construction of the initial residence on the Lot and does not extend to subsequent construction activities, including renovations, repairs, remodeling, the addition of pools, and the like. In the event an Owner commences construction in violation of this provision, Owner agrees that, given the uncertainty of damages to the Association, the Association shall be entitled to obtain both a temporary and permanent injunction in the State courts of St. Johns County, Florida, without the requirement to post a bond, enjoining all construction activity on the Lot and requiring the removal of any improvements that have been constructed on the Lot. In any such action the Association shall be entitled to recover its reasonable attorney's fees and costs.

ARTICLE X USE RESTRICTIONS

Section 10.1 Residential Use The Lots subject to this Declaration may be used for residential dwellings and for no other purpose. No Lot shall be legally combined, divided, subdivided, or reduced in size without the prior written consent of the Association. Assessments for common expenses attributable to any Lot which may be altered pursuant to this Section shall be reallocated by the Association, in its sole discretion; at the time written consent for such subdivision is given by the Association.

Section 10.2 Living Area Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand seven hundred eighty five (1,785) square feet of heated and air conditioned living area.

Section 10.3 Detached Buildings No detached garages, tool or storage sheds, tents, trailers, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Association.

Section 10.4 Setbacks

10.4.1 Front, Side and Rear No dwelling may be constructed on any Lot, unless the following set back requirements are met:

Front yard: 25 feet
Side yard: 8 feet
Rear yard: 10 feet

For the purpose of determining set back requirements, all sides of a Lot adjacent to a street shall be considered to be a Front yard.

10.4.2 Buffer and Easement Areas No dwelling shall be erected within any buffer or easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

10.4.3 Measurement of Setbacks All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary

Section 10.5 Land Clearing

10.5.1 Clearing Buffers, Common Areas and Front Yard Preservation Areas Only hand clearing of brush, dead trees or other vegetation which pose a serious risk of fire or damage to property is permitted in any Buffer Zone, Common Area, and Front Yard Preservation Area (as defined in Section 10.7.1). Clearing in Common Areas to permit construction of community amenities, such as the community swimming pool and cabana structures, is exempt from this limitation on clearing. Only native plants may be planted in any Buffer Zone, Common Area, and Front Yard Preservation Area.

10.5.2 Restrictions on Lot Clearing Clearing with heavy equipment is prohibited except in the area of the foundation for the residence, the area of the front and side yards, excluding the Front Yard Preservation Area, and an area which extends towards the rear of the Lot no more than thirty (30') feet from the rear line of the foundation of the residence. No Lot shall be cleared more than thirty (30) days prior to the date construction of the residence on the Lot is to commence, nor prior to the issuance by St. Johns County, Florida, of all permits required for the construction.

10.5.3 Common Area Clearing At least ten (10%) percent of the total Common Area defined in this Declaration shall remain uncleared and in a natural state.

Section 10.6 Non-Organic Fertilizers, Insecticides, Herbicides and Pesticides Sea Pines prides itself in being a poison free community which utilizes only organic fertilizers, insecticides, herbicides and pesticides. Consistent with this position, non-organic fertilizers, insecticides, herbicides, and pesticides, including bug and insect extermination poisons or lawn spray poisons shall not be dispensed on any part of any yard, or in any exterior area within the Property. The Association will request that there be no mosquito control spraying on the Property by St. Johns County, Florida. In addition, no mosquito control spraying shall be permitted by the Association, any Lot Owner or any independent pest control company anywhere on the Property, nor may the Association or any Lot Owner install or utilize any mechanical or electrical device for the control of mosquitoes on any Lot or in any Common Area within the Property.

Section 10.7 Landscaping Landscaping shall be installed on each Lot as stated hereafter.

10.7.1 Except for landscaping installed by the Developer, a landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Association. The landscaping plan shall identify all trees to be removed which removal requires the issuance of a permit by St. Johns County, Florida. Maximum utilization of existing trees and shrubs; natural landscaping techniques; Xeriscaping; and Florida friendly shall be encouraged. A natural uncleared area of native vegetation of not less than 100 square feet shall be maintained in the front yard of each improved Lot (the "Front Yard Preservation Area"), within the area designated for such on the plat of the Property to be recorded in the public records of St. John County, Florida.

10.7.2 Subsequent to approval by the Association of landscaping plans submitted pursuant to Section 10.7.1 above, the Owner shall be obligated to obtain the required tree removal permit and complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.7.1 above.

Section 10.8 Exterior Lighting

10.8.1 Front and rear light poles are not allowed on any Lot. Security lights placed on the exterior surfaces of residences shall be limited to a maximum of 75 watts. No lighting shall be permitted which alters the residential character of the subdivision.

10.8.2 In addition to front and rear pole lights, as referenced in 10.8.1, side pole lights are not allowed on any Lot. No more than four (4) security lights with a maximum of 75 watts per light are allowed on the exterior of any residence. All security lights must be installed at a height not exceeding nine (9) feet. The total number of street lights in the Property shall not exceed twenty three (23), with no more than nine (9) street lights located on the north and east sides of the Property. No street light installed pursuant to this Section shall be placed or maintained at a height greater than nine (9) feet above grade. Street lights must be 75 watts or less. There will be no more than 32 landscape lights at the entrance to Sea Pines Subdivision.

Section 10.9 Motor Vehicles and Boats

10.9.1 No boat, trailer, tractor trailer, semi-trailer, house trailer of any kind, camper, motor home, recreational vehicle, bus, jet ski, personal watercraft, or disabled, inoperative or unlicensed vehicle of any kind shall be stored, maintained or repaired upon any Lot unless completely stored, maintained or repaired inside a garage and out of public view.

10.9.2 Boats, trailers, house trailers, campers, motor homes, recreational vehicles, buses, jet skis or personal watercraft that have a current license and registration as required by State law are allowed to be loaded, unloaded, cleaned and washed in owner's driveway for a period of time not to exceed 48 hours.

10.9.3 Conventional passenger vehicles, sport utility vehicles, vans, pickup trucks and motorcycles that are licensed and registered as required by State law may be parked or stored in the driveway on a Lot or in a garage. In order to maximize the aesthetics of streetscapes within the Subdivision, all such vehicles shall be parked within garages with the garage doors closed to the maximum extent that shall be reasonably practical. No maintenance or repair work shall be performed on a conventional passenger vehicle, sport utility vehicle, van, pickup truck or motorcycle located on any Lot except within a garage, so as to be totally isolated from public view.

10.9.4 No commercial vehicle, meaning any car, truck, sport utility vehicle or van with signage or lettering on it, or with equipment affixed to it, shall be parked on a Lot unless completely stored inside a garage and out of public view.

10.9.5 Vendor, service and delivery vehicles that have been granted access to the Property by an Owner or the Association are approved and may be parked within the Property for the period of time for which the service is being performed.

10.9.6 Construction trailers utilized in connection with construction within the Property shall be parked only in designated areas and only with the prior written consent of the Association.

Section 10.10 Nuisances Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.11 Antenna The installation of all aerals, antennae or satellite dishes shall be subject to the approval of the Association's ARB in accordance with architectural criteria imposed by the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.12 Ponds The Association shall have the right to pump or otherwise remove water from any pond within the Subdivision for the purpose of irrigation or other use, or to place any refuse in such pond or ponds. The Association shall have the sole and absolute right (but no obligation) to control the water level of such pond or ponds and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such pond. No gas or diesel driven boat shall be permitted to be operated on any pond. Lots which now or may hereafter be adjacent to or include a portion of a pond (the "pond parcels") shall be maintained by the Owners of such Lots to the water's edge, so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the pond and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation shall be maintained and controlled by the Owner of any pond parcel pursuant to the requirements of Section 10.18 hereof. If the Owner of any pond parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation to enter upon any such pond parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such pond parcel pursuant to the provisions of Article VII of this Declaration. Title to any pond parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Association. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any pond adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such pond. The use of the surface waters of any such pond shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

With respect to water quality, water levels, wildlife and pond banks, slopes and Pond bottoms, all persons are referred to Section 10.26 hereof.

Section 10.13 Insurance and Casualty Damages Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including placement on Lot and materials and shall be approved by Association's ARB. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.14 Trees Before cutting down, destroying or removing any tree from a Lot, the Owner shall insure that such action is authorized under the St. Johns County Tree Ordinance without a permit, or if a permit is required, shall obtain the necessary permit. Even if the proposed action does not require a permit or, if a permit is required the permit has been obtained, no tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Association's ARB.

Section 10.15 Artificial Vegetation No artificial grass, artificial plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association's ARB.

Section 10.16 Signs No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association.

Section 10.17 Animals Owners who have pets must comply with all applicable Saint Johns County ordinances. Pets shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's lot. Animals shall be kept for pleasure of Owners only and not for any commercial or breeding use or purpose. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.18 Maintenance of Lots and Limited Common Areas No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, except in areas intentionally left in a natural state, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all limited common areas of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees,

turf, proper irrigation and pond edge maintenance, all in a manner and with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During the construction of the dwelling or other improvements the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.19 Fences No fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property without approval of the Association's ARB.

Section 10.20 Maintenance of Driveways Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot. No driveway may be painted or modified from its original surface material without the approval of the Association's ARB.

Section 10.21 Window Air Conditioning No window air conditioning units shall be installed on any building within the Subdivision.

Section 10.22 Compliance with Laws All Owners and other occupants of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or any improvements constructed thereon.

Section 10.23 Leasing No dwelling, or any portion thereof, located within the Property shall be leased for less than six (6) consecutive months. A fully executed copy of the lease document shall be provided to the Association.

Section 10.24 Garage Conversions No garage shall be enclosed or converted to another use without the approval of the ARB.

Section 10.25 Common Area The Common Area shall be used only for its intended purpose.

Section 10.26 Environmental Permits and Restrictions The property was developed in accordance with requirements of the Army Corps of Engineers ("ACOE"), and permit number 40-109-64090-2, issued by the St. Johns River Water Management District ("SJRWMD"). The permit is or will be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an owner violating such permit.

Any Owner of a lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by ACOE or SJRWMD shall, by acceptance of title to the lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing permit as such relates to the owner's lot.

Except as required or permitted by the aforementioned permit, no person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas and swales, fill, dredge, place sod or excavate, or perform similar activities on any portion of the property unless and until such activity is authorized in writing by or exempt from the requirements of the ACOE and SJRWMD.

In the event that an owner violates the terms and conditions of such permit and for any reason the developer or the Association is cited therefore, the owner agrees to indemnify and hold the developer and the association harmless from all costs arising in connection therewith, including without limitation, all costs and attorneys fees as well as all costs of curing such violation.

Notwithstanding any other provisions contained elsewhere in this declaration, the ACOE and SJRWMD shall each have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the permit and the jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any amendment to this declaration which amends the responsibilities or obligations of the parties with respect to the referenced permits must have prior written approval of the ACOE and SJRWMD, as applicable. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the surface water or stormwater management system and the permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

ARTICLE XI EASEMENTS RESERVED BY ASSOCIATION

Section 11.1 Easements for Ingress, Egress, Utilities and Drainage The Association reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in, and over; (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot ten feet in width along the front, rear and sides of each Lot.

Section 11.2 Drainage Flow Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are

not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 Future Easements The Association hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted by Association shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 Cable Television or Radio The Association reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 Easements for Maintenance Purposes The Association reserves for itself, its respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas the maintenance of which may be required to be performed by the Association.

ARTICLE XII RIGHTS AND EASEMENTS GRANTED BY ASSOCIATION

Section 12.1 Easement for Ingress and Egress All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "Roadways").

Section 12.2 Rights of the Association to Restrict Access Notwithstanding the provisions of this Declaration to the contrary, the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Board, may create or participate in a disturbance or nuisance on any part of the Property. The Association shall have the right but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Board would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article. In the event and to the extent that

the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section thereafter shall be of no further force or effect.

Section 12.3 Rights of Association to Alter Roadways The Association, its successors and its assigns shall have the sole and absolute right at any time, with the consent of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Association shall have the right to redesignate, relocate or terminate any of the easement areas described in Section 12.1 and Section 12.2 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIII CONSERVATION EASEMENTS

Section 13.1 Conservation Easement Areas Pursuant to the provisions of Section 704.06, Florida Statutes, the Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on April 2, 2003, in Official Records Book 1925, Page 613, Public Records of St. Johns County, Florida. The Developer granted the Conservation Easement as a condition of permit number 40-109-64090-2 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 13.2 Purpose The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Section 13.3 Prohibited Uses Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historic, architectural, archaeological, or cultural significance.

Section 13.4 Responsibilities The Association, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Association its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

Section 13.5 Rights of District To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if the Association or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

Section 13.6 Amendment The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1 Remedies for Violations

14.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The SJRWMD 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. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or

parties, reasonable attorney's fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

14.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing and solicit the owner's co-operation in resolving the infraction.

(b) For a second violation, the Association shall issue details of the infraction in writing and indicate it is the second warning.

(c) For any subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board (the "Compliance Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(d) At the meeting the alleged infractions shall be presented to the Compliance Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner not later than thirty (30) days after the meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(e) The Compliance Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(f) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(g) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Compliance Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 14.2 Severability Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 14.3 Additional Restrictions No Owner, without the prior written consent of the Association, may impose any additional covenants or restrictions on any part of the Property.

Section 14.4 Titles The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 14.5 Termination or Amendment The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The provisions of Sections 10.4.2, 10.5, 10.5.1, 10.5.2, 10.5.3, 10.6, 10.7, 10.7.1, 10.7.2, 10.8, 10.8.1 and 10.8.2, may be altered, amended or terminated only upon the affirmative vote of the Owners holding one hundred (100%) percent of the total votes of the Association. With respect to all other provisions contained in this Declaration, the Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants.. Notwithstanding the foregoing, no amendment to this Declaration which alters any provision relating to the conditions set forth in Section 2 of St. Johns County, Florida, Ordinance Number 2001-52, may be made unless the condition has been eliminated or modified by action of the St. Johns County Commission. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. Any such amendment to this Declaration shall be executed by the Association and shall be recorded in the current public records of St. Johns County, Florida.

Section 14.6 Assignment of Permit Responsibilities and Indemnification In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable permits and the plat of the Subdivision.

Section 14.7 Conflict or Ambiguity in Documents To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 14.8 Usage Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.9 Effective Date This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 14.10 Disclaimers as to Water Bodies Neither the developer, the Association, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or sub-contractors (collectively, the "listed parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, creek, stream, or other water body adjacent to or within the property, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or authority. Further, all owners and users of any portion of the property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of, such property, to have agreed to hold harmless the listed parties for any and all changes in the quality and level of the water in such bodies.

All persons are hereby notified that pond banks and slopes within certain areas of the property may be steep and that depths near shore may drop off sharply. By acceptance of a deed or use of any lot or other portion of the property, all owners or users of such property shall be deemed to have agreed to hold harmless the listed parties from any and all liability or damages arising from the design, construction, or topography of any pond banks, slopes, or pond bottoms located therein.

Section 14.11 Damage Deposit Required for Renovations or Additions Prior to obtaining a building permit for the construction of any renovation or addition, including the addition of a swimming pool to an existing residence which requires the issuance of a building permit from the applicable local governmental building official, the Owner of the Lot shall post a damage deposit with the Association. The amount of the damage deposit shall be \$1,000.00. The Association shall hold the deposit in a non-interest bearing account until ten (10) days following the date upon which the construction is completed, at which time the Association shall release the Deposit to the Owner, less any portion thereof determined by the Association to be required to fund any work necessary to repair any damage to the Common Area or Roadways that was caused by the construction activity.

IN WITNESS WHEREOF, Association has caused this Amendment to the Declaration to be executed this 20 day of June 2013 by its duly authorized officers on behalf of the corporation.

WITNESSES: SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.

J.E. Keim
Print Name: J.E. KEIM
Sara Garcia
Print Name: Sara Garcia

By: Frank Chrzanowski
Frank Chrzanowski President
c/o May Management Services
5431 A1A South
ST. Augustine, FL 32080

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me the 20 day of June 2013 by Frank Chrzanowski, as President of SEA PINES PROPERTY OWNERS' ASSOCIATION, INC. on behalf of the Corporation. He is personally known to me.

Nell L. Bigbie
Notary Public State of Florida

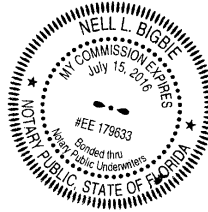


EXHIBIT D

Common Area

Sea Pines

Longleaf Drive, Point Pleasant Drive, Pebble Brook Drive, Heron Point Drive, Greenwood Circle, Mirror Lake Drive, Cedar Cove Drive, Myrtle Wood Drive, Needle Grass Drive, Tracts A, B, C, D, E, F, G, H, I, and J as shown on the plat of Sea Pines, recorded in Map Book 44, Pages 30 through 41 of the public records of St. Johns County, Florida.

Sea Pines II

Needle Palm Drive, Bottlebrush Drive, Tracts A, B, and C as shown on the plat of Sea Pines II, recorded in Map Book 56, Pages 66 through 70 of the public records of St. Johns County, Florida.

EXHIBIT E

Roadways

Sea Pines

Longleaf Drive, Point Pleasant Drive, Pebble Brook Drive, Heron Point Drive, Greenwood Circle, Mirror Lake Drive, Cedar Cove Drive, Myrtle Wood Drive, and Needle Grass Drive as shown on the plat of Sea Pines, recorded in Map Book 44, Pages 30 through 41 of the public records of St. Johns County, Florida.

Sea Pines II

Needle Palm Drive and Bottlebrush Drive as shown on the plat of Sea Pines II, recorded in Map Book 56, Pages 66 through 70 of the public records of St. Johns County, Florida.

Prepared by and return to:

Sea Pines Property Owners Association, Inc.
c/o MAY Management Services
5455 A1A South
St Augustine, FL 32080

**AMENDED AND RESTATED BYLAWS FOR SEA PINES PROPERTY OWNERS'
ASSOCIATION**

THIS AMENDMENT TO THE AMENDED AND RESTATED BYLAWS FOR SEA PINES is made this 13th day of April, 2015 by Sea Pines Property Owners' Association, Inc., c/o 5455 A1A South, St Augustine, FL 32080 ("the Association").

WHEREAS, Bylaws Exhibit "C" of Covenants and Restrictions for OR 1925 PG 659 signed by Developer on 4/1/2002.

WHEREAS, the Developer no longer owns any land within the property.

WHEREAS, the Association has discovered scrivener's errors in the recorded and Amended Bylaws, which the Association now desires to correct of record.

WHEREAS, The Association desires to amend and restate said Bylaws and make other modifications which do not materially and adversely affect the value of any lot.

WHEREAS, on April 2, 2015, the Board of Directors of Sea Pines Property Owners' Association voted to approve the Bylaws as restated per Articles of Incorporation of Sea Pines Owners' Association Article X. Bylaws may be altered, amended or repealed by resolution of the Board of Directors. OR 1925 PG 654.

**AMENDED AND RESTATED BYLAWS
OF
SEA PINES
PROPERTY OWNERS' ASSOCIATION, INC.**

I. DEFINITIONS.

All defined terms contained herein which are defined in the Amended and Restated Declaration of Covenants and Restrictions for Sea Pines ("Declaration") recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPLE OFFICE.

The office of the Sea Pines Property Owners' Association, Inc. ("Association") shall be at 5455 A1A South, St. Augustine, Florida 32080, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity that holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due at the highest lawful rate and may result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the members of the Board of Directors of the Association ("the Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office and thereafter until his or her successor shall have been elected or appointed, and qualified.

C. Newly elected or appointed Directors shall provide such certifications and/or educational certificates as may be prescribed by Section 720.3033, Florida Statutes, or any statute of similar import. Further, the Association shall retain the records of each Director's written certification or educational certificate in the manner prescribed by law.

V. ELECTION OF BOARD OF DIRECTORS.

A. Recruits for election as Board members shall be made by the Recruiting Committee described in Article IX herein, and any Member may nominate himself as a candidate for the Board of Directors, subject to the eligibility requirements set forth in Section 720.306(9)(b), Florida Statutes, or any other statute of similar import.

B. All elections to the Board shall be made on written ballots to be voted and delivered by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall describe the vacancies to be filled by the Members, and set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

C. In order for an election of members of the Board to be valid and binding, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

D. The members of the Board elected in accordance with the procedures set forth in this Article shall be deemed elected as of the adjournment of the annual meeting of the Members during which they are elected. All Board members shall serve two (2) year terms.

E. Any member of the Board appointed in accordance with the procedures set forth in Article IV shall be deemed to be appointed as of the adjournment of the meeting in which such member was appointed.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have the power;

1. To call meetings of the Members.

2. To appoint and remove at its pleasure, all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

5. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

6. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion, in accordance with Section 720.303(7) Florida Statutes, or any other statute of similar import.

7. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It is the duty of the Board of Directors:

1. To cause to be kept a complete record of all Board activities, official records, acts, corporate affairs and financial records in accordance with Section 720.303(4), Florida Statutes, or any other statute of similar import.

2. To maintain and enhance the aesthetic value and property values of the community by maintaining the common areas and enforcing the governing documents of the Association.

3. To act in the best interests of the entire community it serves.

4. To supervise all officers, agents and employees of the Association to insure that their duties are properly performed.

5. To authorize signatories for Association accounts.

6. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of Members which shall be kept in the office of the Association and shall be open to inspection by any Member, and;

(c) To provide written and where possible, electronically transmitted notice of each assessment to every Member subject thereto. Written notices will be sent via United States mail.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held at least quarterly on such date and at such time as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors. At least three (3) days' notice shall be provided to each Director.

C. All meetings of the Board of Directors shall be open to all Members, except for meetings of the Board and its attorney to discuss proposed or pending litigation, meetings of the Board for the purpose of discussing personnel matters, or other matters described by Section 720.303(2)(b), or any other statute of similar import.

D. Notice of all regular and special meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance and where possible, electronically transmitted to all residents of record. Except in an emergency, notice of each meeting of the Board shall be posted on the Sea Pines website at least 7 days in advance. All notifications shall include the date, time, location, and agenda for the applicable meeting.

E. Notice of any meeting of the Board of Directors during which assessments are to be considered, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments. Assessments may not be levied at a board meeting unless the notice of the meeting includes such information. Notice of each such meeting must be given as provided in Section 720.303(2)(c)2., Florida Statutes, or any other statute of similar import.

VIII. OFFICERS.

A. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President and Vice President shall be a member of the Board, but the other officers need not be.

B. The officers of the Association shall be elected by the Board at the Annual Organizational Meeting of the Board, which shall be held immediately following the Annual Meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, shall be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board and shall insure that orders and resolutions of the Board are carried out.

F. The President shall sign all notes, leases, mortgages, deeds, legal contracts and all other written instruments.

G. The Vice President or the Vice President so designated by the Board if there is more than one Vice President shall perform all the duties of the President in his or her absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

H. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose, all the names of the Members of the Association together with their addresses as registered by such members.

I. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not; be a required signatory on checks and notes of the Association.

J. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year, the financial statements required by Section 720.303(7), Florida Statutes, or any other statute of similar import, which shall be open for inspection upon reasonable request by any Member.

K. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Recruiting Committee, the Architectural Review Board, and the Compliance Committee. The committee members shall be appointed by the Board of Directors and shall have the duties, authority and functions as described in the Declaration and their respective charters as approved by the Board.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. All committees shall serve at the pleasure of the

Board. Any committee appointed by the Board shall consist of a member of the Board, a Chairman and at least (2) other members.

C. The Board member serving on each committee shall serve as the liaison between the committee and the Board, and shall not have a vote on the committee or serve as chairperson of the committee. Any other Board members serving on a committee shall likewise not have a vote on the committee.

D. Committee meetings may be posted on the community website and electronically transmitted to residents at least seven (7) days in advance to encourage all those interested to attend; provided however, any committee meetings that are subject to Section 720.303(2), Florida Statutes, or any other statute of similar import, must be noticed in the manner required by such statute.

X. BOOKS AND RECORDS.

The books, records, financial and other official papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors and all other records described in Section 720.303(4), Florida Statutes, or any other statute of similar import, for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by any two or more directors of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his or her address appearing on the books of the Association. Each Member shall be responsible for registering his or her address with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be provided at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member executing the proxy. A proxy shall be effective only for the specific meeting for which it is given; as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his or her interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Sea Pines Property Owners' Association, Inc., not for profit 2002.

XIV. AMENDMENTS.

These Bylaws may be altered, amended, or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments to these Bylaws shall be effective on the date the amendment is recorded in the public records of St. Johns County, Florida and mailed to each member.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of Sea Pines Property Owners' Association, Inc., a Florida corporation, not for profit, effective April 2, 2015.

IN WITNESS WHEREOF, the Association has caused this Amendment to the By-Laws to be executed this 13th day of April, 2015, by its duly authorized officers on behalf of the corporation.

SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Bill Matthews, President

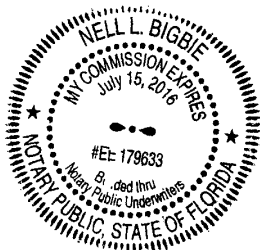
SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Deborah J. Brown, Secretary

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument and signatures were acknowledged before me on this 13th day of April, 2015, having produced valid identification, by William Matthews, as President, and Debbie Brown, as Secretary, of the SEA PINES PROPERTY OWNERS' ASSOCIATION, INC. on behalf of the not-for-profit corporation.



[Signature]
Notary Public State of Florida

Printed Name: Nell L. Bigbie

Commission Number: _____

Commission Expires: _____

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
AND
RESTRICTIONS FOR SEA PINES**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SEA PINES is made this 27th day of Sept, 2008 by Sea Pines Property Owners' Association, Inc., 415 Point Pleasant Drive, St. Augustine, Florida 32086 (the Association").

RECITALS

- A. On April 2, 2003, Developer recorded the Amended and Restated Declaration of Covenants and Restrictions for Sea Pines in Official Records Book 1925, Page 617 of the Public Records of St. Johns County, Florida ("the Declaration").
- B. On December 2, 2004, Developer recorded an Amendment that restated Article XV, Section 15.5 entitled Termination or Amendment (the "Amendment").
- C. The Amendment provides that Owners holding two-thirds (2/3) or more of the total votes of the Association may amend this section of the Declaration.
- D. The Amendment further provides that so long as the developer owns land within the property, no such amendment shall be effective without the written consent and joinder of the Developer.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby amends the Declaration as follows:

1. Article XI, Section 11.9 is hereby amended to read:

Section 11.9 **Motor Vehicles and Boats**

11.9.1 No boat, trailer, tractor trailer, semi-trailer, house trailer of any kind, camper, motor home, recreational vehicle, bus, jet ski, personal watercraft, or disabled, inoperative or unlicensed vehicle of any kind shall be stored, maintained or repaired upon any Lot unless completely stored, maintained or repaired inside a garage and out of public view.

11.9.2 Boats, trailers, house trailers, campers, motor homes, recreational vehicles, buses, jet skis or personal watercraft that have a current license and registration as required by State law are allowed to be loaded, unloaded, cleaned and washed in owner's driveway for a period of time not to exceed 48 hours.

11.9.3 Conventional passenger vehicles, sport utility vehicles, vans, pickup trucks and motorcycles that are licensed and registered as required by State law may be parked or stored in the driveway on a Lot or in a garage. Provided that, in order to maximize the aesthetics of streetscapes within the Subdivision, all such vehicles shall be parked within garages with the garage doors closed to the maximum extent that shall be reasonably practical. No maintenance or repair work shall be performed on a conventional passenger vehicle, sport utility vehicle, van, pickup truck or motorcycle located on any Lot except within a garage, so as to be totally isolated from public view.

11.9.4 No commercial vehicle, meaning any car, truck, sport utility vehicle or van with signage or lettering on it, or with equipment affixed to it, shall be parked on a Lot unless completely stored inside a garage and out of public view.

11.9.5 Vendor, service and delivery vehicles that have been granted access to the Property by an Owner or the Association are approved and may be parked within the Property for the period of time for which the service is being performed.

11.9.6 Construction trailers utilized in connection with construction within the Property shall be parked only in designated areas and only with the prior written consent of the Association.

2. Except as set forth herein, the remaining terms and conditions of the Declaration and the Amendment shall remain in full force and effect.

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IN WITNESS WHEREOF, Association has caused this Amendment to the Declaration to be executed this 23rd day of Sept, 2008 by its duly authorized officers on behalf of the corporation.

WITNESSES:

[Signature]
Print Name: Robert Hahnemann

[Signature]
Print Name: RICHARD T. MARSH

SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
John E. Keim, President
415 Point Pleasant Drive
ST. Augustine, FL 32086

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me the 23 day of Sept, 2008 by John E. Keim, as President of SEA PINES PROPERTY OWNERS' ASSOCIATION, INC. on behalf of the Corporation. He is personally known to me.

[Signature]
Notary Public State of Florida



**CONSENT AND JOINDER TO AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
AND
RESTRICTIONS FOR SEA PINES**

Saint Augustine Development Corporation, a Florida Corporation, does hereby consent to and join in the execution of the Amendment of Covenants Restrictions for Sea Pines ("Declaration") to which this Consent and Joinder is attached and simultaneously recorded.

ST. AUGUSTINE DEVELOPMENT CORPORATION

By: [Signature]
Robert H. Hahnemann
President

Signed, Sealed and Delivered in the presence of:

[Signature]
Print Name: JOHN E KEIM

[Signature]
Print Name: RICHARD T. MARSH

STATE OF FLORIDA }
 } SS
COUNTY OF SAINT JOHNS }

The foregoing instrument acknowledged before me this 23 day of Sept 2008 Robert H. Hahnemann, the president of ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation on behalf of the corporation. Robert H. Hahnemann is personally known to me.

[Signature]
NOTARY PUBLIC State of Florida at Large



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**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
AND
RESTRICTIONS FOR SEA PINES**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SEA PINES is made this 5th day of Sept, 2007 by Sea Pines Property Owners' Association, Inc., 415 Point Pleasant Drive, St. Augustine, Florida 32086 (the Association").

RECITALS

- A. On April 2, 2003, Developer recorded the Amended and Restated Declaration of Covenants and Restrictions for Sea Pines in Official Records Book 1925, Page 617 of the Public Records of St. Johns County, Florida ("the Declaration").
- B. On December 2, 2004, Developer recorded an Amendment that restated Article XV, Section 15.5 entitled Termination or Amendment (the "Amendment").
- C. The Amendment provides that Owners holding two-thirds (2/3) or more of the total votes of the Association may amend this section of the Declaration.
- D. The Amendment further provides that so long as the developer owns land within the property, no such amendment shall be effective without the written consent and joinder of the Developer.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby amends the Declaration as follows:

1. Article VII, Section 7.6 is hereby amended to read:

Section 7.6 **Working Capital fund.** The Association will establish a working capital fund which shall be funded as set forth in this Section 7.6. Upon the initial transfer of title of a Lot from the Developer to an Owner, the Owner will be required by the Developer to pay to the Association a working capital contribution of Two Hundred Fifty and No/100 Dollars (\$250.00). Upon any subsequent transfer of title of a Lot from Seller to Buyer, the new buyer will be required by the Association to pay to the Association a working capital contribution equal to five (5) months of Homeowner Association dues. This payment may be made at time of closing. This working capital contribution shall not be considered an advance payment of any assessments due pursuant to this Article VII. The working capital fund established by the Association may be used for any purpose for which the Association's Board of Directors deems appropriate including without limitation, for operational expenses, reserves, capital improvements, or similar uses.

2. Except as set forth herein, the remaining terms and conditions of the Declaration and the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Association has caused this Amendment to the Declaration to be executed this 5th day of Sept, 2007 by its duly authorized officers on behalf of the corporation.

WITNESSES:

Kimberly C Stone
Print Name: Kimberly C. Stone

Sue C. Padgett
Print Name: SUE C. PADGETT

SEA PINES PROPERTY OWNERS'
ASSOCIATION, INC.

By: John E Keim
John E. Keim, President
415 Point Pleasant Drive
ST. Augustine, FL 32086

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me the 5th day of Sept, 2007 by John E. Keim, as president of SEA PINES PROPERTY OWNERS' ASSOCIATION, INC. on behalf of the corporation. He is personally known to me.



SUE C. PADGETT
MY COMMISSION # DD 485453
EXPIRES: December 10, 2008
Bonded Thru Budget Notary Services

Sue C. Padgett
Notary Public State of Florida

**CONSENT AND JOINDER TO AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
AND
RESTRICTIONS FOR SEA PINES**

Saint Augustine Development Corporation, a Florida Corporation,
does hereby consent to and join in the execution of the
Amendment of Covenants Restrictions for Sea Pines
("Declaration") to which this Consent and Joinder is attached
and simultaneously recorded.

ST. AUGUSTINE DEVELOPMENT CORPORATION

By: _____

Robert H. Hahnemann
President

Signed, Sealed and Delivered in the presence of:

Kimberly C. Stone
Print Name: Kimberly C. Stone

Sue C. Padgett
Print Name: SUE C. PADGETT

STATE OF FLORIDA }
 } SS
COUNTY OF SAINT JOHNS }

5th The foregoing instrument acknowledged before me this
day of sep 2007 Robert H. Hahnemann, the president of ST.
AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation on
behalf of the corporation. Robert H. Hahnemann is personally
known to me.



SUE C. PADGETT
MY COMMISSION # DD 485458
EXPIRES: December 10, 2009
Bonded Thru Budget Notary Services

Sue C. Padgett
NOTARY PUBLIC State of Florida at Large