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DECLARATION  
OF  
COMMUNITY OWNERSHIP, COVENANTS AND RESTRICTIONS  
FOR  
BARRATARIA ISLAND

THIS DECLARATION made as of this 30 day of September, 1976,  
by J. BROOKS BROWN and HELEN L. BROWN, his wife, (hereinafter  
called "Developer"). (Whenever used herein the word "Developer"  
shall include their heirs, successors, personal representatives  
and assigns.)

STATEMENT OF BACKGROUND

Developer has subdivided real estate at Matanzas Inlet, in  
St. Johns County, Florida, and desires to ensure the high quality  
development and improvement for single family residential use of  
each of the lots in said subdivision.

This subdivision is being developed in accordance with the Public  
Unit Development Ordinance of St. Johns County, Florida. A community  
association known as Barrataria Island Association, Inc., has been  
established to hold title to and to maintain and control "open" and  
"common" areas and easements for roadways and utilities. The asso-  
ciation shall have the right to enforce the provisions hereof.

ARTICLE I

DEFINITIONS

Section 1. Association. "Association" shall mean and refer  
to Barrataria Island Association, Inc., a corporation not for profit,  
organized and existing under the laws of the State of Florida, its  
successors and assigns.

Section 2. Owner. "Owner" shall mean and refer to the record  
owner, whether one or more persons or entities, of a fee simple  
title to any lot which is a part of the Property, including Owners  
who have contracted to sell, but excluding those having such interest  
merely as security for the performance of an obligation.

THIS INSTRUMENT PREPARED BY  
CLARENCE G. KING, JR.  
ROGERS, TOWERS, BAILEY, JONES & GAY  
8300 P.M. TRAIL, JACKSONVILLE, FLA. 32202

Section 3. Property. "Property" shall mean and refer to the real property included within the subdivision known as "Barrataria Island" according to plat thereof recorded in Map Book 12, pages 86, 87, 88 and 89, of the public records of St. Johns County, Florida.

Section 4. Common Area(s). "Common Area(s)" shall mean property and improvements owned from time to time by the Association and held for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot are those areas designed as "Open Space" on the plat of the Subdivision; the lands situate on the Easterly end of the subdivision property on which "proposed" tennis courts, swimming pool, boat dock, and automobile parking have been indicated; and two (2) existing 6" artesian wells situated on Lots 33 and 42 of said subdivision, together with easements over Lots 32 and 33 and Lots 41, 42 and 43 between the broken lines to be used as a means of access to said wells or for lines to carry water from the wells to the road right of way. The use of "Common Areas" shall also include where appropriate the non-exclusive easement rights in the roads and pond(s) as shown on said plat and utility easements.

Section 5. Lot. "Lot" shall mean and refer to any one of the plots of land numbered 1 to 42 inclusive on the plat of Barrataria Island, according to plat thereof recorded in Map Book 12, pages 86, 87, 88 and 89, of the public records of St. Johns County, Florida, and shall include the land to the middle line of abutting roads and pond(s) as shown and described on the plat of Barrataria Island. Conveyances of lots shall be subject to non-exclusive easements in said roads and pond.

Section 6. Member. "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

Section 7. Developer. "Developer" shall mean and refer to J. Brooks Brown and Helen L. Brown, his wife, their heirs, successors and assigns, if such heirs, successors or assigns should acquire

more than one undeveloped Lot from Developer, for the purpose of development.

ARTICLE II

DECLARATION

Developer does declare, grant and convey to the community association of the owners of lots in said subdivision, known as Barrataria Island Association, Inc., a non-profit Florida corporation, and its successors and assigns, the title to common areas and non-exclusive easements in roads and ponds as described above under Article I, Section 4, subject to the limitations in use of such common property and the responsibility for management and maintenance thereof, as provided herein.

Developer hereby further declares that all of the lots in said Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions herein provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said covenants and restrictions shall run and apply for a term of twenty (20) years ending on July 1, 1996. Every grantee or holder of any interest in any lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of the terms and conditions hereof.

ARTICLE III

COVENANTS AND RESTRICTIONS

Section 1. Approval of Plans and Specifications

(a) No house, garage, carport, playhouse, outbuilding, fence, wall, or any other above-ground structure shall be commenced,

erected or maintained upon any property subject to this Declaration until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Developer.

(b) If Developer fails to approve in writing such final plans and specifications within thirty (30) days after same have been submitted to it, Developer shall be deemed to have disapproved said plans and specifications.

(c) The approval right hereunder may be conveyed to the Association at such time as the Developer may deem appropriate.

Section 2. General Provisions

(a) Said lots shall be used for residential purposes only, and no building at any time situated on any of said lots shall be used for business, commercial, amusement, charitable or manufacturing purposes. No billboards or advertising signs shall be erected or displayed thereon, except such signs as may be reasonably required for sale purposes.

(b) No structure shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling not to exceed two and one-half stories in height and an attached garage for not more than two cars and a storage room

(c) No residence shall be erected upon or allowed to occupy any portion of any lot of said plat unless the floor area (ground floor area or combined floor area of both floors if two-story) of the main structure, exclusive of one-story porches and garages, shall be not less than 1,250 square feet.

Section 3. Building Location

(a) No building shall be located nearer to the street (roadway) lot line, and in the case of Lots 30 and 31, nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the street lot line, nor, in the case of Lots 30 and 31, nearer than 15 feet to any side street line. No building

shall be located nearer than 7-1/2 feet to any side lot line; or there shall be at least a minimum of 15 feet between buildings. No building on lots on Matanzas Inlet shall be located beyond the wooden bulkhead line (as relocated in the case of Lots 13 and 14). Relocation of the line for construction of buildings is also permitted on Lots 8 through 12 as follows: Lot 8 (2 feet to North of wooden bulkhead); Lot 9, (4 feet); Lot 10 (6 feet); Lot 11 (8 feet); and Lot 12 (10 feet). It is suggested that any building located outside of the wooden bulkhead be placed on adequate and deep piling. On such lots, porches, decks and gazebos may be built beyond the bulkhead line, but not beyond the building restriction line shown on said plat. On lots fronting on the canal (pond) the setback line shall be 15 feet from the canal although porches, decks and gazebos may extend to canal edge.

(b) A garage constructed as a part of the same building as the residence shall be considered as a part of such residence building and its construction shall be governed by the restrictive covenants governing residences. Each lot owner shall be required to provide paved off-street parking for at least two automobiles.

(c) If a residence building shall be erected on more than one lot, then the building restrictions referred to in Paragraph 4 shall not apply to the interior side lines of said lots or parts thereof, but only to the extreme side lines of the combined parcels.

(d) Docks or piers constructed on the canal (pond) or channel shall be of the floating type connected to the land by gang plank and shall not extend into the canal or channel more than five (5) feet from the land (or waters edge at low tide).

#### Section 4. Restrictions and Requirements

(a) Each lot owner when constructing his (her) residence shall provide an outside light on an ornamental pole no taller than 6 to 8 feet to light the roadway in front of the property. Said pole shall be located within 10 feet of the roadway and the light shall be directed downward so as not to be objectionable to adjoining property owners.

(b) Containers for garbage or other refuse must be underground or in screened sanitary enclosures and shall be maintained under

sanitary conditions. Incinerators for garbage, trash or other refuse are prohibited.

(c) Outside clothes lines are prohibited.

(d) Mailboxes of a type consistent with the character of the subdivision shall be selected, placed and maintained to complement the house and the neighborhood.

(e) No sign shall be erected or maintained on any lot, except one professionally lettered sign advertising the property for sale or rent. Such sign shall not be more than 24 x 36 inches in size.

(f) No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period of houses or as a temporary real estate sales office for the sale of lots.

(g) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot.

(h) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

(i) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

(j) No fences may be erected in the front yard of any house without prior written approval of Developer.

(k) Noxious or offensive activities shall not be carried on upon any lot and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort, or annoyance to owners and residents of other property made subject to this Declaration.

(l) Entrances to carports or garages shall be located so as to minimize exposure to all streets.

(m) Boats, trailers, trucks and other recreational vehicles shall be parked only in areas designated and approved by Developer for such purposes.

(n) No livestock, live fowl, other animals or reptiles, except domesticated dogs, cats and caged birds shall be kept upon any lot without the prior written consent of Developer. No owner of any domesticated dog, cat or caged bird shall permit such animal or bird to constitute a nuisance and all such owners shall abide by such rules and regulations as may be published by Developer from time to time for the control of such animals or birds.

Section 5. Maintenance of Lots

(a) The grounds for each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

(b) Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents and employees, may, after ten (10) days notice to such owner, enter upon such lot and have the grass, weeds, and other vegetation cut, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom.

(c) Each owner shall be personally liable to the Association for the cost of any cutting, clearing, and maintenance described in subparagraph (b) of this Section, and the liability for amounts expended for such cutting, clearing, and maintenance shall be a charge upon and lien upon such lot, enforceable by appropriate proceeding in law or in equity.

Section 6. Zoning Regulations

Any County zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 7. Reservations to the Association

The Association shall have the right to:

(a) amend, waive or modify the foregoing covenants and restrictions from time to time;

(b) delegate to its agents, successors and assigns its rights and obligations hereunder;

(c) change the name of Barrataria Island Subdivision, or any street of the project;

(d) dedicate for public use all or any portion of the areas contained within the streets, easements and other areas owned by the Association;

(e) publish and enforce from time to time rules and regulations governing membership in and use of all or any portion of "open" and "common" properties and recreational facilities of the Development, including but not limited to, membership rules and charges, traffic rules and restrictions, and such other rules and regulations as the Association may deem necessary and desirable; and shall have the right to delegate these rights and privileges.

Section 8. Adjoining Property

This Declaration of Covenants and Restrictions is applicable only to the property described in Barrataria Island Subdivision and shall not restrict in any way the use or development of Developer's adjoining properties. Nothing contained herein or in any instrument conveying any interest in the property covered hereby shall be construed to convey any implied rights in any of such properties or the improvements now or hereafter located thereon.

Section 9. Utility Easements

Developer does convey hereby to Barrataria Island Association, Inc., a perpetual easement in, on, over and under all streets, lanes and drainage and utility easements shown on the Plat of Barrataria Island Subdivision and in, on, over and under a strip of land five feet in width (unless otherwise indicated on the Plat) along the side and rear property lines of each lot, with the full rights of entry by the Association or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for water, gas, storm drainage and other utilities therein.

Section 10. Street Assessments

So long as the Association shall own and maintain an easement

in all or any portion of the streets (roads) serving the lots covered hereby, the owner of each such lot shall pay to the Association an annual street maintenance assessment the amount of which will be a pro-rata part of the actual costs and based on number of lots in said Subdivision. Any such annual assessment not paid when due shall constitute a lien on the lot owned by the defaulting lot owner.

Section 11. Water and Sewage

The lots subject to this Declaration are now served by a water line located in the street (road) and running from the public water line located on U.S. AIA. Lot purchasers may connect to this line but shall be responsible for any connection fee and each lot shall be separately metered. No well shall be dug on any lot. Lot owners shall provide their own septic tank to serve their residences.

Section 12. Recreational Facilities

The Developer has included approximately one acre of land which is designated recreational. This area has been zoned as shown on the site plan. The Developer will build the swimming pool and one tennis court as a portion of the purchase price of the lots. The second tennis court, parking lot, deck and dock is so zoned and can be built later at the discretion of the P.U.D. Association.

The Developer pledges to construct these amenities after the sale of twenty-one (21) lots and or after the construction and occupancy of ten (10) homes. It is deemed unadvisable to construct these improvements earlier due to the potential damage from vandalism and the general liability involved.

Section 13. Enforcement

(a) All restrictions shall be deemed several and independent and the validity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

(b) If any owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other

dues for such violation.

ARTICLE III  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every owner and their respective licensees, guests, invitees, agents, servants and employees shall have (i) a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and (ii) a perpetual non-exclusive easement for ingress, egress, and access and regress to and from the respective Lots over all roads, ways and streets within the Common Area, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights of an Owner and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any of the Common Area to any public agency, authority, governmental authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association to limit the number of guests of Members;

(e) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving, repairing or rebuilding the Common Area, roads, water lines and facilities and in aid thereof, with the assent of two-thirds (2/3) of each class membership, to mortgage the Common Area. The rights of any such mortgagee or mortgagees in the Common Area shall be subordinate to the rights of the Owners hereunder;

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreational facilities by the Members, and establish rules and regulations for such use.

Section 2. Declaration of Use

Any owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers or lessees who reside on his Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Membership

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in Class A Membership equal or exceed the total votes outstanding in the Class B Membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation  
Of Assessments

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to

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covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in the collection of the assessments shall be a continuing lien on each Lot and the improvements located thereon against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment is due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Assessments The Board of Directors shall have the right to fix and levy assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owner and for the improvement and maintenance of the Common Areas, and of the improvements situated upon the respective Lots, all in accordance with this instrument, the Articles of Incorporation and the Bylaws.

Section 3. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment shall have the approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized under under Section 2 and Section 3 Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 of this Article V shall be sent by mail to all Members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all the votes

of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 5. Rate of Assessment Both annual and special assessments must be fixed at uniform rate for all Class A Lots, and Class B Lots; provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of the assessments upon all Class A Lots.

Section 6. Date of Commencement of Annual Assessments  
Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors; and, unless otherwise provided, the Association shall collect each month from each Owner one twelfth (1/12) of the annual assessment for his respective Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments  
Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of six percent (6%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and improvements, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right

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and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in any interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to subrogate so much of its rights to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any particular Lot shall be subordinate to the lien of any first mortgage encumbering that particular Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The Common Area shall be exempt from the assessments created herein. However, no Lot shall be exempt from assessment.

Section 10. Management Agreements. The Board of Directors may enter into a contract for the management of the Common Area and the Association affairs. Each Owner of a Lot hereby agrees to

be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that the management agreement may be cancelled, prior to its expiration, by an affirmative vote of sixty per cent (60%) of the votes of each class of the Members.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses to be deemed assessments. All such insurance coverage shall be written in the name of the Association. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering improvements and personal property on his (her) own lot. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In the event of loss or casualty, the Board of Directors shall advertise for

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sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstructions or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Members of the Association, as established by Article V, Section 3, above, to make up any deficiency for repair or rebuilding of the Common Area.

ARTICLE VI  
CONDEMNATION

In the event all or any part of the Common Area is taken by eminent domain proceedings or conveyed to any governmental body in lieu thereof, the money payable as a result of such taking and any legal action necessary to collect the award shall be placed in the common fund for common expenses. Any award for taking of all or part of a unit shall be payable to the Owner or his mortgagee, as their respective interests may appear.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal this 30 day of September, 1976.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature] (SEAL)  
J. BROOKS BROWN

[Signature]  
Witness

[Signature] (SEAL)  
HELEN L. BROWN

STATE OF FLORIDA     )  
                              : SS  
COUNTY OF DUVAL     )

Before me, a Notary Public in and for the State and County aforesaid, on this day personally appeared J. BROOKS BROWN and HELEN L. BROWN, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same for the uses and purposes therein set forth.

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WITNESS my hand and official seal at Jacksonville, State and  
County aforesaid, this 30<sup>th</sup> day of September, 1976

*Barbara S. Adams*  
Notary Public, State and County Aforesaid  
said  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
My Commission expires 7-17-77 COMMISSION EXPIRES JULY 17, 1977  
(NOTARIAL SEAL)

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

NOV 1 2 28 PM '76

*Barbara S. Adams*  
CLERK OF COURT

-17-

DECLARATION  
OF  
COMMUNITY OWNERSHIP, COVENANTS AND RESTRICTIONS  
FOR  
BARRATARIA ISLAND AS AMENDED, MAY 21, 1977

THIS DECLARATION made as of this 30 day of September, 1976, by J. BROOKS BROWN and HELEN L. BROWN, his wife, (hereinafter called "Developer"). (Whenever used herein the word "Developer" shall include their heirs, successors, personal representatives and assigns.)

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Developer has subdivided real estate at Matanzas Inlet, in St. Johns County, Florida, and desires to ensure the high quality development and improvement for single family residential use of each of the lots in said subdivision.

This subdivision is being developed in accordance with the Public Unit Development Ordinance of St. Johns County, Florida. A community association known as Barrataria Island Association, Inc., has been established to hold title to and to maintain and control "open" and "common" areas and easements for roadways and utilities. The association shall have the right to enforce the provisions hereof.

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THIS INSTRUMENT PREPARED BY  
CLARENCE G. KING, JR.  
ROGERS, TOWERS, BAILEY, JONES & GAY  
1300 PALM TRAIL DRIVE - JACKSONVILLE, FL 32202

Section 3. Property. "Property shall mean and refer to the real property included within the subdivision known as "Barrataria Island" according to plat thereof recorded in Map Book 12, pages 86, 87, 88 and 89, of the public records of St. Johns County, Florida.

Section 4. Common Area(s). "Common area(s)" shall mean property and improvements owned from time to time by the Association and held for the common use and enjoyment of the Owners. The Common areas to be owned by the Association at the time of the conveyance of the first lot are those areas designed as "Open Space" on the plat of the Subdivision: the lands situate on the Easterly end of the subdivision property on which a "proposed" tennis court and swimming pool have been indicated; and two (2) existing 6" artesian wells situated on Tract 0 and Lot 42 of said subdivision, together with easements over Tracts 0 and 8 and Lots 41, 42, and 43 between the broken lines to be used as a means of access to said wells or for lines to carry water from the wells to the road right of way. The use of "Common Areas" shall also include where appropriate the non-exclusive easement rights in the roads and pond as shown on said plat and utility easements.

Section 5 Lot. "Lot" shall mean and refer to any one of the plots of land as indicated by Numbers and Tracts inclusive on the plat of Barrataria Island, according to plat thereof recorded in Map Book 12, pages 86, 87, 88 and 89, of the public records of St. Johns County, Florida, and as amended on May 21, 1977, and shall include the land to the middle line of abutting roads and pond as shown and described on the plat of Barrataria Island. Conveyances of lots shall be subject to non-exclusive easements in said roads and pond.

Section 6. Member. "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

Section 7. Developer. "Developer" shall mean and refer to J. Brooks Brown and Helen L. Brown, his wife, their heirs, successors and assigns, if such heirs, successors or assigns should acquire

more than one undeveloped Lot from Developer, for the purpose of development.

ARTICLE II

DECLARATION

Developer does declare, grant and convey to the community association of the owners of lots in said subdivision, known as Barrataria Island Association, Inc., a non-profit Florida corporation, and its successors and assigns, the title to common areas and non-exclusive easements in roads and ponds as described above under Article I, Section 4, subject to the limitations in use of such common property and the responsibility for management and maintenance thereof, as provided herein.

Developer hereby further declares that all of the lots in said Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions herein provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said covenants and restrictions shall run and apply for a term of twenty (20) years ending on July 1, 1996. Every grantee or holder of any interest in any lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of the terms and conditions hereof.

ARTICLE III

COVENANTS AND RESTRICTIONS

Section 1. Approval of Plans and Specifications

(a) No house, garage, carport, playhouse, outbuilding, fence, wall, or any other above-ground structure shall be commenced,

erected or maintained upon any property subject to this Declaration until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Developer.

(b) If Developer fails to approve in writing such final plans and specifications within thirty (30) days after same have been submitted to it, Developer shall be deemed to have disapproved said plans and specifications.

(c) The approval right hereunder may be conveyed to the Association at such time as the Developer may deem appropriate.

Section 2. General Provisions

(a) Said lots shall be used for residential purposes only, and no building at any time situated on any of said lots shall be used for business, commercial, amusement, charitable or manufacturing purposes. No billboards or advertising signs shall be erected or displayed thereon, except such signs as may be reasonably required for sale purposes.

(b) No structure shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling not to exceed two and one-half stories in height and an attached garage for not more than two cars and a storage room

(c) No residence shall be erected upon or allowed to occupy any portion of any lot of said plat unless the floor area (ground floor area or combined floor area of both floors if two-story) of the main structure, exclusive of one-story porches and garages, shall be not less than 1,250 square feet.

Section 3. Building Location

(a) No building shall be located nearer to the street (roadway) lot line, and in the case of Lots 30 and 31, nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the street lot line, nor, in the case of Lots 30 and 31, nearer than 15 feet to any side street line. No building

shall be located nearer than 7-1/2 feet to any side lot line; or there shall be at least a minimum of 15 feet between buildings. No building on lots on Matanzas Inlet shall be located beyond the wooden bulkhead line (as relocated in the case of Lots 13 and 14). Relocation of the line for construction of buildings is also permitted on Tracts A,B,C, a maniman of 8 feet. It is suggested that any building located outside of the wooden bulkhead be placed on adequate and deep pilings. On such lots, porches, decks and gazebos may be built beyond the bulkhead line, but not beyond the building restriction line shown on said plat. On lots fronting on the canal (pond) the setback line shall be 15 feet from the canal although porches, decks and gazebos may extend to canal edge, except for lot 42 on which the setback from the canal may be 8 feet for piling or foundation.

(b) A garage constructed as a part of the same building as the residence shall be considered as a part of such residence building and its construction shall be governed by the restrictive covenants governing residences. Each lot owner shall be required to provide paved off-street parking for at least two automobiles.

(c) If a residence building shall be erected on more than one lot, then the building restrictions referred to in Paragraph 4 shall not apply to the interior side lines of said lots or parts thereof, but only to the extreme side lines of the combined parcels.

(d) Docks or piers constructed on the canal (pond) or channel shall be of the floating type connected to the land by gang plank and shall not extend into the canal or channel more than five (5) feet from the land (or waters edge at low tide).

Section 4. Restrictions and Requirements.

(a) Each lot owner when constructing his (her) residence shall provide an outside light on an ornamental pole no taller than 6 to 8 feet to light the roadway in front of the property. Said pole shall be located within 10 feet of the roadway and the light shall be directed downward so as not to be objectionable to adjoining property owners.

(b) Containers for garbage or other refuse must be underground or in screened sanitary enclosures and shall be maintained under

sanitary conditions. Incinerators for garbage, trash or other refuse are prohibited.

(c) Outside clothes lines are prohibited.

(d) Mailboxes of a type consistent with the character of the subdivision shall be selected, placed and maintained to complement the house and the neighborhood.

(e) No sign shall be erected or maintained on any lot, except one professionally lettered sign advertising the property for sale or rent. Such sign shall not be more than 24 x 36 inches in size.

(f) No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period of houses or as a temporary real estate sales office for the sale of lots.

(g) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot.

(h) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

(i) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

(j) No fences may be erected in the front yard of any house without prior written approval of Developer.

(k) Noxious or offensive activities shall not be carried on upon any lot and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort, or annoyance to owners and residents of other property made subject to this Declaration.

(l) Entrances to carports or garages shall be located so as to minimize exposure to all streets.

(m) Boats, trailers, trucks and other recreational vehicles shall be parked only in areas designated and approved by Developer for such purposes.

(n) No livestock, live fowl, other animals or reptiles, except domesticated dogs, cats and caged birds shall be kept upon any lot without the prior written consent of Developer. No owner of any domesticated dog, cat or caged bird shall permit such animal or bird to constitute a nuisance and all such owners shall abide by such rules and regulations as may be published by Developer from time to time for the control of such animals or birds.

Section 5. Maintenance of Lots

(a) The grounds for each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

(b) Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents and employees, may, after ten (10) days notice to such owner, enter upon such lot and have the grass, weeds, and other vegetation cut, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom.

(c) Each owner shall be personally liable to the Association for the cost of any cutting, clearing, and maintenance described in subparagraph (b) of this Section, and the liability for amounts expended for such cutting, clearing, and maintenance shall be a charge upon and lien upon such lot, enforceable by appropriate proceeding in law or in equity.

Section 6. Zoning Regulations

Any County zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 7. Reservations to the Association

The Association shall have the right to:

(a) amend, waive or modify the foregoing covenants and restrictions from time to time;

(b) delegate to its agents, successors and assigns its rights and obligations hereunder;

(c) change the name of Barrataria Island Subdivision, or any street of the project;

(d) dedicate for public use all or any portion of the areas contained within the streets, easements and other areas owned by the Association;

(e) publish and enforce from time to time rules and regulations governing membership in and use of all or any portion of "open" and "common" properties and recreational facilities of the Development, including but not limited to, membership rules and charges, traffic rules and restrictions, and such other rules and regulations as the Association may deem necessary and desirable; and shall have the right to delegate these rights and privileges.

#### Section 8. Adjoining Property

This Declaration of Covenants and Restrictions is applicable only to the property described in Barrataria Island Subdivision and shall not restrict in any way the use or development of Developer's adjoining properties. Nothing contained herein or in any instrument conveying any interest in the property covered hereby shall be construed to convey any implied rights in any of such properties or the improvements now or hereafter located thereon.

#### Section 9. Utility Easements

Developer does convey hereby to Barrataria Island Association, Inc., a perpetual easement in, on, over and under all streets, lanes and drainage and utility easements shown on the Plat of Barrataria Island Subdivision and in, on, over and under a strip of land five feet in width (unless otherwise indicated on the Plat) along the side and rear property lines of each lot, with the full rights of entry by the Association or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for water, gas, storm drainage and other utilities therein.

#### Section 10. Street Assessments

So long as the Association shall own and maintain an easement

in all or any portion of the streets (roads) serving the lots covered hereby, the owner of each such lot shall pay to the Association an annual street maintenance assessment, the amount of which will be a pro-rata part of the actual costs and based on number of lots in said Sub-division. Any such annual assessment not paid when due shall constitute a lien on the lot owned by the defaulting lot owner, .

Section 11. Water and Sewage

The lots subject to this Declaration are now served by a water line located in the street (road) and running from the public water line located on U.S. A1A. Lot purchasers may connect to this line but shall be responsible for any connection fee and each lot shall be separately metered. No well shall be dug on any lot. Lot owners shall provide their own septic tank to serve their residences.

Section 12. Recreational Facilities

The Developer has included one parcel of land which is designated recreational. This area has been zoned as shown on the site plan. The Developer will build the tennis court as a portion of the purchase price of the lots. The swimming pool is so zoned and can be built later at the discretion of the P.U.D. Association.

The Developer pledges to construct the tennis court after the sale of 10 lots and or after the construction and occupancy of 4 homes. It is deemed unadvisable to construct these improvements earlier due to the potential damage from vandalism and the general liability involved.

Section 13. Enforcement

(a) All restrictions shall be deemed several and independent and the validity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

(b) If any owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other

dues for such violation.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every owner and their respective licensees, guests, invitees, agents, servants and employees shall have (i) a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and (ii) a perpetual non-exclusive easement for ingress, egress, and access and regress to and from the respective Lots over all roads, ways and streets within the Common Area, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights of an Owner and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any of the Common Area to any public agency, authority, governmental authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association to limit the number of guests of Members;

(e) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving, repairing or rebuilding the Common Area, roads, water lines and facilities and in aid thereof, with the assent of two-thirds (2/3) of each class membership, to mortgage the Common Area. The rights of any such mortgagee or mortgagees in the Common Area shall be subordinate to the rights of the Owners hereunder;

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreational facilities by the Members, and establish rules and regulations for such use.

Section 2. Declaration of Use

Any owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers or lessees who reside on his Lot.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Membership

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in Class A Membership equal or exceed the total votes outstanding in the Class B Membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation  
Of Assessments

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to

covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in the collection of the assessments shall be a continuing lien on each Lot and the improvements located thereon against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment is due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Assessments The Board of Directors shall have the right to fix and levy assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owner and for the improvement and maintenance of the Common Areas, and of the improvements situated upon the respective Lots, all in accordance with this instrument, the Articles of Incorporation and the Bylaws.

Section 3. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment shall have the approval of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized under under Section 2 and Section 3 Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 of this Article V shall be sent by mail to all Members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all the votes

of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 5. Rate of Assessment Both annual and special assessments must be fixed at uniform rate for all Class A Lots, and Class B Lots; provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of the assessments upon all Class A Lots.

Section 6. Date of Commencement of Annual Assessments  
Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors; and, unless otherwise provided, the Association shall collect each month from each Owner one twelfth (1/12) of the annual assessment for his respective Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments  
Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of six percent (6%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and improvements, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right

and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in any interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to subrogate so much of its rights to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein on any particular Lot shall be subordinate to the lien of any first mortgage encumbering that particular Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The Common Area shall be exempt from the assessments created herein. However, no Lot shall be exempt from assessment.

Section 10. Management Agreements. The Board of Directors may enter into a contract for the management of the Common Area and the Association affairs. Each Owner of a Lot hereby agrees to

be bound by the terms and conditions of all management agreements entered into by the Association. Any and all such agreements shall be available to each owner. Any and all management agreements entered into by the Association shall provide that the management agreement may be cancelled, prior to its expiration, by an affirmative vote of sixty per cent (60%) of the votes of each class of the Members.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses to be deemed assessments. All such insurance coverage shall be written in the name of the Association. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering improvements and personal property on his (her) own lot. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In the event of loss or casualty, the Board of Directors shall advertise for

AMENDMENT TO DECLARATION OF COMMUNITY OWNERSHIP, COVENANTS  
AND RESTRICTIONS FOR BARRATARIA ISLAND

This Amendment is made this 31<sup>st</sup> day of March, 1992, by

(4) 17250 Barrataria Island Association, Inc. (the "Association"), a Florida  
not-for-profit corporation.

W I T N E S S E T H

WHEREAS, the Association is a subdivision, as shown on  
that certain plat recorded in Map Book 12, Pages 86 through 89,  
official records of St. Johns County, Florida (the "Subdivision");  
and

Henry J. Brhn WHEREAS, the Subdivision is subject to that certain  
8851 AIA Declaration of Community Ownership, Covenants and Restrictions for  
South Barrataria Island as amended May 21, 1977, which has been recorded  
St. Aug. in Volume 337, Pages 294-310, official records of St. Johns County,  
32086 Florida (the "Declaration"); and

WHEREAS, the Association is a corporation whose members  
consist of lot owners in the Barrataria Island subdivision, which  
members annually elect a Board of Directors to govern the affairs  
of the Association; and

WHEREAS, the Association has the authority to amend and  
modify the Declaration pursuant to Article III, Section 7(a) of the  
Declaration; and

WHEREAS, the Association has considered and approved an  
amendment to the Declaration, which amendment was duly adopted by  
resolution of the Board, a true and correct certified copy of which  
is attached hereto as Exhibit A;

NOW THEREFORE, the Declaration is amended to add the  
following covenants and restrictions which shall burden, be

appurtenant to, and run with the title to, the lots and common areas in the Subdivision:

Article III, Section 4(o). No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected or maintained on any lot or common area without the express written approval of the Board of Directors. This restriction shall not prohibit any lot owner from obtaining cable television service that is provided through underground utility lines and facilities.

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal this 2<sup>nd</sup> day of April, 1992.

Roy C Thomas  
Witness ROY C THOMAS

BARRATARIA ISLAND ASSOCIATION, INC.

Lyle R Lavier Jr.  
Witness

By: Henry Brehm  
Henry Brehm  
Its: President  
(SEAL)

LYLE R LAVIER JR.

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2 day of March, 1992, by Henry Brehm, the President of Barrataria Island Association, Inc., who is personally known to me or who has produced a driver's license as identification and who did take an oath.

David L. Quackenbush  
Notary Public, State of Florida  
Name: DAVID L. QUACKENBUSH

My Commission Expires:

My Commission Number is:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DECEMBER 05, 1993  
BONDED THRU \$5,000 TO 4/1/93

EXHIBIT A

At a duly called special meeting of the Board of Directors of the Barrataria Island Association, the following amendment to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as Amended May 21, 1977, (the "Declaration") was adopted and approved pursuant to Article III, Section 7(a) of the Declaration:

Article III, Section 4(o). No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected or maintained on any lot or common area without the express written approval of the Board of Directors. This restriction shall not prohibit any lot owner from obtaining cable television service that is provided through underground utility lines and facilities.

The undersigned, as the Secretary of the Association, hereby certifies that the above is a true and correct copy of a resolution adopted by the Board of Directors of the Barrataria Island Association, Inc. on April 2nd, 1992.

Elizabeth Nudo

Secretary  
ELIZABETH NUDO  
(SEAL)



Notary Acknowledgement

STATE OF Florida  
COUNTY OF St Johns

The foregoing instrument, Community Ownership  
(description of instrument)

was acknowledged before me this 12 day of April, 1992

by Henry Brekin  
(name of person acknowledged)

☐ who is personally known to me, or

☒ who has produced FL Drivers Licence as identification, and  
(type of identification)

who ☐ did ☒ did not take an oath.

David L Quackenbush  
(Signature of Person Taking Acknowledgement)

DAVID L. QUACKENBUSH  
(Name of Acknowledger Typed, Printed or Stamped)  
(Title or Rank)  
(Serial Number, if any)

(For individual acting in his/her own right)

300  
1312  
AMENDMENT TO DECLARATION OF COMMUNITY OWNERSHIP

COVENANTS AND RESTRICTIONS FOR BARRATARIA ISLAND

This Amendment is made this 10th day of May, 1994, by Barrataria Island Association, Inc. (the "Association"), a Florida not-for-profit corporation.

WITNESSETH

WHEREAS, the Association is a subdivision, as shown on that certain plat recorded in Map Book 12, Pages 86 through 89, official records of St. Johns County, Florida (the "Subdivision"); and

WHEREAS, the subdivision is subject to that certain Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended May 21, 1977, which has been recorded in Volume 337, Pages 294-310, official records of St. Johns County, Florida; and

WHEREAS, the Association is a corporation whose members consist of lot owners in the Barrataria Island subdivision, which members annually elect a Board of Directors to govern the affairs of the Association; and

WHEREAS, the Association has the authority to amend and modify the Declaration pursuant to Article III, Section 7(a) of the Declaration; and

WHEREAS, the Association has considered and approved an amendment to the Declaration, which amendment was duly adopted by resolution of the Board, a true and correct certified copy of which is attached hereto as Exhibit A;

NOW THEREFORE, the Declaration is amended to add the following covenants and restrictions which shall burden, be appurtenant to, and run with the title to, the lots and common areas in the Subdivision:

IN WITNESS WHEREOF, I, the Clerk of the Court, have hereunto set my hand and the seal of the Court at St. Johns County, Florida, this 31st day of March, 1995.

Article III, Section 2(c). No residence shall be erected upon or allowed to occupy any portion of any lot of said plat unless the floor area (ground floor area or combined floor area of both floors if two-story) of the main structure, exclusive of one-story porches and garages, shall be not less than 1750 square feet.

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal this 30<sup>th</sup> day of MARCH, 1995.

BARRATARIA ISLAND ASSOCIATION, INC.

[Signature]  
Witness LEUI DAVIS

[Signature]  
Witness TRACY BRANON

By: [Signature]  
Rudolph Nudo

Its: President

(SEAL)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1995 by Rudolph Nudo, the President of Barrataria Island Association, Inc., who is personally known to me or who has produced a driver's license as identification and who did take an oath.

[Signature]  
Notary Public, State of Florida

Name: [Signature]  
SUSAN E. CARTER  
NOTARY COMMISSION # 00000000000000000000  
July 6, 1992  
JOHN J. TROY TRAVEL INSURANCE, INC.

My Commission Expires: \_\_\_\_\_

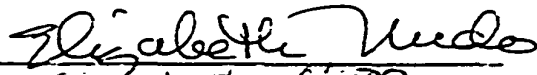
My Commission Numbers: \_\_\_\_\_

EXHIBIT A

At the tenth annual meeting of the Barrataria Island Association held on May 10th, 1994, the following amendment to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island was amended, (the "Declaration") was adopted and approved pursuant to Article III, Section 7(a) of the Declaration:

ARTICLE III, SECTION 2(c). No residence shall be erected upon or allowed to occupy any portion of any lot of said plat unless the floor area (ground floor area or combined floor area of both floors if two-story) of the main structure, exclusive of one-story porches and garages, shall be not less than 1750 square feet.

The undersigned, as the secretary of the Association, hereby certifies that the above is a true and correct copy of a resolution adopted by the Board of Directors of the Barrataria Island Association, Inc. on May 10th, 1994.

  
Elizabeth Nido  
Secretary

(seal)



1878

Page 1

AMENDMENT TO DECLARATION OF COMMUNITY OWNERSHIP,

COVENANTS AND RESTRICTIONS FOR BARRATARIA ISLAND

This Amendment is made this 9th day of May, 1995, by Barrataria Island Association, Inc. (the "Association"), a Florida not-for-profit corporation.

WITNESSETH

WHEREAS, the Association is a subdivision, as shown on that certain plat recorded in Map Book 12, Pages 86 through 89, official records of St. Johns County, Florida (the "Subdivision"); and

WHEREAS, the subdivision is subject to that certain Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended May 21, 1977, which has been recorded in Volume 337, Pages 294-310, official records of St. Johns County, Florida; and

WHEREAS, the Association is a corporation whose members consist of lot owners in the Barrataria Island subdivision, which members annually elect a Board of Directors to govern the affairs of the Association; and

WHEREAS, the Association has the authority to amend and modify the Declaration pursuant to Article III, Section 7(a) of the Declaration; and

WHEREAS, the Association has considered and approved an amendment to the Declaration, which amendment was duly adopted by resolution of the Board, a true and correct certified copy of which is attached hereto as Exhibit A;

NOW THEREFORE, the Declaration is amended to add the following covenants and restrictions which shall burden, be appurtenant to, and run with the title to, the lots and common areas in the Subdivision:

Article II, Declaration. Developer does declare, grant and convey to the community association of the owners of lots in said subdivision, known as Barrataria Island Association, Inc., a non-profit Florida corporation, and its successors and assigns, the title to common areas and non-exclusive easements in roads and ponds as described above under Article I, Section 4, subject to the limitations in use of such common property and the responsibility for management and maintenance thereof, as provided herein.

Developer hereby further declares that all of the lots in said subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions herein provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said covenants and restrictions shall run and apply for a term of twenty (20) years ending on July 1, 2016. Every grantee or holder of any interest in any lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of the terms and conditions hereof.

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal this 20 day of March, 96.

BARRATARIA ISLAND ASSOCIATION, INC.

Linda J. Platt  
Witness  
Jean E. Bennett  
Witness JEAN E. BENNETT

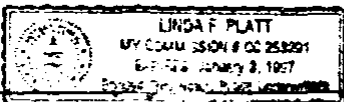
By: Rudolph Nudo  
Rudolph Nudo

Its: President  
(SEAL)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20 day of March, 96 by Rudolph Nudo, the President of Barrataria Island Association, Inc., who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Linda J. Platt  
Notary Public, State of Florida

Name: 

My Commission Expires: \_\_\_\_\_

My Commission Numbers: \_\_\_\_\_


At the eleventh annual meeting of the Barrataria Island Association held on May 9, 1995, the following amendment to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island was amended, (the "Declaration") was adopted and approved pursuant to Article III, Section 7(a) of the Declaration:

**ARTICLE II, DECLARATION.** Developer does declare, grant and convey to the community association of the owners of lots in said subdivision, known as Barrataria Island Association, Inc., a non-profit Florida corporation, and its successors and assigns, the title to common areas and non-exclusive easements in roads and ponds as described above under Article I, Section 4, subject to the limitations in use of such common property and the responsibility for management and maintenance thereof, as provided herein.

Developer hereby further declares that all of the lots in said subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions herein provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Said covenants and restrictions shall run and apply for a term of twenty (20) years ending on July 1, 2016. Every grantee or holder of any interest in any lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of the terms and conditions hereof.

O.R. 1161 PG 0922

The undersigned, as the secretary of the Association, hereby certifies that the above is a true and correct copy of a resolution adopted by the Board of Directors of the Barrataria Island Association on May 9, 1995.

  
Elizabeth Nudo, Secretary

(seal)

9058  
Incl - David Taylor  
P.C. 1176 PG 948  
6-10-96  
Recorded in Public Records St. Johns County, FL  
Clerk# 96019852 O.R. 1176 PG 948 12:51PM 06/06/96  
Recording \$9.00 Surcharge \$1.50

DECLARATION  
OF  
COMMUNITY OWNERSHIP, COVENANTS AND RESTRICTIONS  
FOR  
BARRATARIA ISLAND

REVISED AS OF MAY 11th, 1996

REVISIONS AND DELETIONS  
FOR  
MEMBERSHIP APPROVAL

OPENING PARAGRAPH changed from -- This Declaration made as of this 30th day of September -- with deletion of remainder of paragraph to substitute new wording.

STATEMENT OF BACKGROUND changed to the original developer and past tense where needed.

ARTICLE 1

Section 7 "Developer" deleted.

ARTICLE 11 "Declaration" changed to The Original Developer did - and past tense used where needed.

ARTICLE 111 Section 1 (b)

Developer where shown changed to Association.

Section 1 (c)

Eliminate--The approval right hereunder may be conveyed to the Association at such time as the Developer may deem appropriate.

Section 2 (b)

Eliminate -- for not more than two cars and a storage room.

Section 3 (d)

changed from --more than five (5) feet from the land (or waters edge at low tide)

Section 4 (j)

Change Developer to the Association

Section 4 (l)

Eliminate -- Entrances to carports or garages shall be located so as to minimize exposure to all streets.

Section 9 (m)

Eliminate -- Boats, trailers, trucks and other recreational vehicles shall be parked only in areas designated and approved by the Developer for such purposes..

Section 11

Eliminate -- No well shall be dug on any lot.

Section 12

Eliminate -- The swimming pool is so zoned and can be built later at the discretion of the P.U.D. Association.

Change Article 111 to Article 1V.

ARTICLE 1V Section 1 (c)

Eliminate -- of each class

Change Article 1V to Article V.

ARTICLE V Section 2.

Eliminate Classes of Membership. The Association shall have to classes of membership. Class A. Class A -----with the exception of the Developer.

Class B. eliminate entire paragraph as it does not apply.

Change Article V to Article VI.

ARTICLE VI Section 1

Eliminate -- The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3.

Eliminate -- of each class.

Section 4.

Eliminate -- of each class.

Section 5.

Eliminate -- Class A Lots and Class B Lots, provided however, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of the assessments upon all Class A Lots.

Change Article VI to Article VII.

*David K. Raynor*  
President

The foregoing instrument was acknowledged before me on June 6, 1996  
by David K. Raynor\* who produced his Florida Driver's License as identification.  
\*as President of Barrataria Island Association.

*Linda F. Platt*



R. Nudo  
230 BARRATARIA DR.  
ST. AUG. FL. 32086

5538

This instrument prepared by:  
Cohen & Brown, F.A.  
Ronald W. Brown, Esquire  
60 Canal Street, Suite A  
St. Augustine, Florida 32084

Space reserved for Clerk pursuant to Sec. 685.28, F.S., and/or Rule 2.055(c),  
Florida Rules of Judicial Administration

Third Amendment to Declaration of  
Community Ownership, Covenants and  
Restrictions for Barrataria Island.

THIS THIRD AMENDMENT TO  
DECLARATION OF COMMUNITY OWNERSHIP,  
COVENANTS AND RESTRICTIONS FOR  
BARRATARIA ISLAND, is made this 25<sup>th</sup>  
day of FEB., 1998 by the  
BARRATARIA ISLAND ASSOCIATION, INC.  
("ASSOCIATION"), the Owners'  
Association for the Barrataria  
Island Subdivision;

W I T N E S S E T H :

WHEREAS, there has been heretofore been executed a Declaration  
of Community Ownership, Covenants and Resolutions for Barrataria  
Island recorded in Official Records Book 318, commencing on Page  
436, and rerecorded in Official Records Book 333, commencing on Page  
294, of the Public Records of St. Johns County, Florida, as amended;  
and

WHEREAS, the ASSOCIATION desires to eliminate certain utility  
easements created by Article III, Section 9, of the Declaration and  
located on the side boundaries of certain lots within the  
subdivision; and

WHEREAS, the ASSOCIATION recognizes that the developer of the  
subdivision has sold to owners parcels consisting of one lot and  
one-half of an adjacent lot or lots creating a larger parcel with  
an utility easement running within the boundaries of the larger  
parcel; and

WHEREAS, ST. JOHNS COUNTY, FLORIDA, by action of the Board of  
County Commissioners on February 10, 1998, has released all  
interests the County may have in the utility easements as reflected  
by Resolution 98-29 of the St. Johns County Board of County  
Commissioners, a copy of which is attached hereto;

THEREFORE, the Declaration of Community Ownership, Covenants  
and Resolutions for Barratarria Island is amended as follows  
(Deletions are stricken; Additions are underlined):

Article III. Section 9. Utility Easements. Developer does  
convey hereby to Barrataria Island Association, Inc. a perpetual

Recorded in Public Records St. Johns County, FL  
Clerk# 98007494 O.R. 1297 P.G. 1696 - 12:30PM 02/25/1998  
Recording \$17.00 Surcharge \$2.50

easement in, on, over and under all streets, lanes and drainage and utility easements shown on the Plat of Barrataria Island Subdivision and in, on, over and under a strip of land five feet in width (unless otherwise indicated on the Plat) along the side and rear property lines of each Lot, except for the side boundaries between lots 11 and 12, between lots 12 and 13, between lots 13 and 14, between lots 17 and 18, between lots 18 and 19, between lots 19 and 20, between lots 20 and 21, between lots 21 and 22, between lots 22 and 23, between lots 23 and 24, between lots 24 and 25, between lots 25 and 26, between lots 26 and 27, between lots 28 and 29, between lots 29 and 30, between lots 31 and 32, between lots 32 and 33, between lots 33 and 34, between lots 34 and 35, and between lots 35 and 36, with the full rights of entry by the Association or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for water, gas, storm drainage and other utilities therein.

IN WITNESS WHEREOF, the Association has caused those presents to be executed the day and year above written.

BARRATARIA ISLAND ASSOCIATION, INC.,  
a Florida not-for-profit Corporation,

By: Rudy Nudo  
Rudy Nudo, Its President (acting)

ATTEST: Elizabeth Nudo  
Its Secretary (acting)  
(Seal)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing First Amendment to the Declaration of Community Ownership, Covenants and Resolutions, was sworn to, subscribed and acknowledged before me this 13 day of February, 1998, by Rudy Nudo, as President of Barrataria Island Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. Rudy Nudo produced a Florida Driver's license as identification and did take an oath.

Ann K. Reineke  
Notary Public, State of Florida



ANN K. REINEKE  
COMMISSION # CC 701265  
EXPIRES DEC 8, 2001  
BONDED THROUGH  
ATLANTIC BONDING CO., INC.

RESOLUTION  
BARRATARIA ISLAND ASSOCIATION, INC.

A RESOLUTION OF THE BARRATARIA ISLAND ASSOCIATION, INC. approving an amendment to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island and approving submission of the amendment to a vote of the owners of lots within the subdivision.

WHEREAS, the BARRATARIA ISLAND ASSOCIATION, INC. BOARD OF DIRECTORS finds that the developer of the subdivision has sold to owners parcels consisting of one lot and one-half of an adjacent lot or lots creating a larger parcel; and

WHEREAS, the ASSOCIATION finds further that the utility easements created in Article, III, Section 9 of the Declaration and running along the side boundaries of each lot now create burdens running within the boundaries of the larger parcels described above; and

WHEREAS, the ASSOCIATION finds that the utility easements are not necessary for the provision of utility services to the affected lots in the remaining portions of the subdivision; and

THEREFORE, BE IT RESOLVED by the BOARD OF DIRECTORS of the Barrataria Island Association, Inc., as follows:

Section 1. That the Declaration of Community Ownership, Covenants and Resolution for Barrataria Island shall be amended to remove said side boundary utility easements from the affected lots. The complete text of the proposed amendment is attached hereto as Exhibit "A."

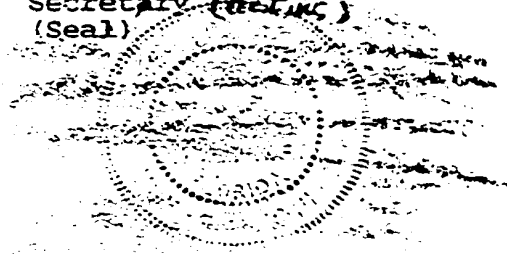
Section 2. That the proposed amendment shall be submitted to a vote of the owners of the lots within the subdivision at a special meeting to be held on February 25, 1998.

Passed this 12<sup>th</sup> day of February, 1998.

Barrataria Island Association, Inc..  
a Florida not-for-profit Corporation

By: Rudy Nudo  
Rudy Nudo, Its President (active)

Attest: Elizabeth Nudo  
Secretary (active)  
(Seal)

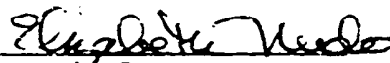


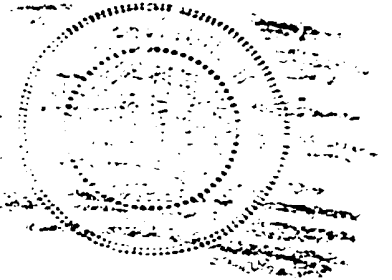
## EXHIBIT A

At a duly called special meeting of the Board of Directors of the Barrataria Island Association held on February 25, 1998, the following amendment to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended May 21st, 1977, (the "Declaration") was adopted and approved pursuant to Article III, Section 7(a) of the Declaration.

**Article III, Section 9. Utility Easements.** Developer does convey hereby to Barrataria Island Association, Inc. a perpetual easement in, on, over and under all streets, lanes and drainage and utility easements shown on the Plat of Barrataria Island Subdivision and in, on, over and under a strip of land five feet in width (unless otherwise indicated on the Plat) along the side and rear property lines of each Lot, except for the side boundaries between lots 11 and 12, between lots 12 and 13, between lots 13 and 14, between lots 17 and 18, between lots 18 and 19, between lots 19 and 20, between lots 20 and 21, between lots 21 and 22, between lots 22 and 23, between lots 23 and 24, between lots 24 and 25, between lots 25 and 26, between lots 26 and 27, between lots 28 and 29, between lots 29 and 30, between lots 31 and 32, between lots 32 and 33, between lots 33 and 34, between lots 34 and 35, and between lots 35 and 36, with the full rights of entry by the Association or its' licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for water, gas, storm drainage and other utilities therein.

The undersigned, as the acting secretary of the Association, hereby certifies that the above is a true and correct copy of a resolution adopted by the Board of Directors of the Barrataria Island Association, Inc. on February 25th, 1998.

  
 Acting Secretary  
 (seal)



134  
2

**AMENDMENT TO DECLARATION OF COMMUNITY OWNERSHIP, COVENANTS**

**AND RESTRICTIONS FOR BARRATARIA ISLAND**

This Amendment is made this 17<sup>th</sup> day of July, 2000, by Barrataria Island Association, Inc. (the "Association"), a Florida not-for-profit corporation.

**WITNESSETH**

**WHEREAS**, the Association is a subdivision, as shown on that certain plat recorded in Map Book 12, Pages 86 through 89, official records of St. Johns County, Florida (the "Subdivision") and

**WHEREAS**, the Subdivision is subject to that certain Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended May 21, 1977, which has been recorded in Volume 337, Pages 294-310, official records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS**, the Association is a corporation whose members consist of lot owners in the Barrataria Island subdivision, which members annually elect a Board of Directors to govern the affairs of the Association; and

**WHEREAS**, the Association has the authority to amend and modify the Declaration pursuant to Article 111, Section 7(a) of the Declaration; and

**WHEREAS**, the Association has considered and approved an amendment to the Declaration, which amendment was duly adopted by resolution of the Board, a true and correct certified copy of which is attached hereto as Exhibit A;

**NOW THEREFORE**, the Declaration is amended to change the following covenant and restriction which shall burden, be appurtenant to, and run with title to, the lots and common areas in the Subdivision

Public Records of  
St. Johns County, FL  
Clerk# 00-030299  
O.R. 1511 PG 1304  
11:13AM 07/17/2000  
REC \$13.00 SUR \$2.00

0R1511PG1305

**ARTICLE 111, SECTION 2(b)** No structure shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling not to exceed thirty-five (35) feet in height and an attached garage.

**IN WITNESS WHEREOF**, the President of the Association has hereunto set his hand and seal this 17<sup>th</sup> day of July, 2000.

**BARRATARIA ISLAND ASSOCIATION, INC.**

Rudolph Nudo  
Witness  
Rudolph Nudo

Susanne Ursino by Richard C. Rogers FL DL Exp: 9-21-01  
Witness  
Susanne Ursino Richard Rogers  
Its: President  
(SEAL)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2000, by Richard Rogers, the President to Barrataria Island Association, Inc., who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Patricia I. Nelson  
Notary Public, State of Florida  
Name: Patricia I. Nelson  
My Commission Expires: Dec. 3, 2000  
My Commission Number is: \_\_\_\_\_



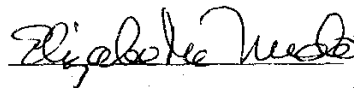
EXHIBIT A

0R1511P61306

At a duly called special meeting of the Board of Directors of the Barrataria Island Association held on July 15th, 2000, the following amendment to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended May 21st, 1977, (the "Declaration") was adopted and approved pursuant to Article 111, Section 7 (a) of the Declaration.

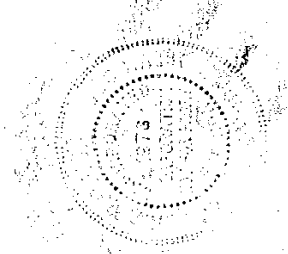
**ARTICLE 111, SECTION 2(b)** No structure shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling not to exceed thirty-five (35) feet in height and an attached garage.

The undersigned, as the secretary of the Association, hereby certifies that the above is a true and correct copy of a resolution adopted by the Board of Directors of the Barrataria Island Association, Inc. on July 15th, 2000.



Secretary

(SEAL)



**AMENDMENTS TO DECLARATION OF COMMUNITY OWNERSHIP,**

**COVENANTS AND RESTRICTIONS FOR BARRATARIA ISLAND**

These Amendments are made this 1<sup>st</sup> day of December, 2000, by Barrataria Island Association, Inc. (the "Association"), a Florida not-for-profit corporation.

**WITNESSETH**

**WHEREAS**, the Association is a subdivision, as shown on that certain plat recorded in Map Book 12, Pages 86 through 89, official records of St. Johns County, Florida (the "Subdivision") and

**WHEREAS**, the Subdivision is subject to that certain Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended May 21, 1977, which has been recorded in Volume 337, Pages 294-310, official records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS**, the Association is a corporation whose members consist of lot owners in the Barrataria Island subdivision, which members annually elect a Board of Directors to govern the affairs of the Association; and

**WHEREAS**, the Association has the authority to amend and modify the Declaration pursuant to Article 111, Section 7(a) of the Declaration; and

**WHEREAS**, the Association has considered and approved these amendments to the Declaration, which amendments were duly adopted by resolution of the Board, a true and correct certified copy of which is attached hereto as Exhibit A;

**NOW THEREFORE**, the Declaration is amended to change the following covenants and restrictions which shall burden, be appurtenant to, and attach to the lots and common areas in the Subdivision

*and run with title to*  
Public Records of  
St. Johns County, FL  
Clerk# 00-051973  
O.R. 1547 PG 73  
09:33AM 12/01/2000  
REC \$17.00 SUR \$2.50

DR1547P60074

**AMENDMENTS TO DECLARATION OF COMMUNITY OWNERSHIP,  
COVENANTS AND RESTRICTIONS FOR BARRATARIA ISLAND**  
(continued Page 2)

IN WITNESS WHEREOF, the President of the Association has hereunto set his  
hand and seal this 1st day of December, 2000.

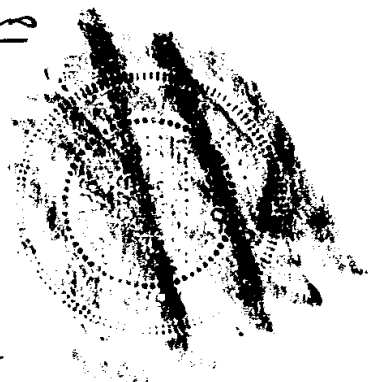
**BARRATARIA ISLAND ASSOCIATION, INC.**

Jennifer A. Morris  
Witness  
Jennifer A. Morris

John Jackson  
Witness  
John Jackson

by Richard Rogers  
its: **Richard Rogers**  
**President**

(SEAL)

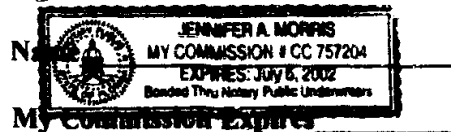


**STATE OF FLORIDA**

**COUNTY OF ST. JOHNS.**

The foregoing instrument was acknowledged before me this 1st day of  
December 2000, by Richard Rogers, the President to Barrataria Island Association,  
Inc., who is personally known to me or who has produced a driver's license as  
identification and who did take an oath.

Jennifer A. Morris  
Notary Public, State of Florida



My Commission Expires \_\_\_\_\_

My Commission Number is \_\_\_\_\_

**EXHIBIT A**

At a duly called special meeting of the Board of Directors of the Barrataria Island Association held on November 4th, 2000, the following amendments to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended by the members in October, 2000 were adopted and approved pursuant to Article 111, Section 7(a) of the Declaration.

**ARTICLE 1: SECTION 4. Common Area(s)**

"Common Area(s)" shall mean property and improvements owned from time to time by the Association and held for the common use and enjoyment of the Owners. The Common areas to be owned by the Association at the time of the conveyance of the first Lot are those areas designated as "Open Space" on the plat of the Subdivision, ~~the lands situate on the Easterly end of the subdivision property on which a "proposed" tennis court and swimming pool have and been indicated; and two (2) existing artesian wells situated on Tract O and Lot 42 of said subdivision; together with easements over Tracts O and Lots 41, 42, and 43 between the broken lines to be used as a means of access to said well or for lines to carry water from the wells to the road right-of-way.~~ The use of Common Areas" shall also include where appropriate the non-inclusive easement rights in the roads and pond canal as shown on said plat and utility easements.

**ARTICLE 111: SECTION 1 Approval of Plans and Specifications.**

(a) No house, garage, carport, playhouse, outbuilding, fence, wall, or any other above-ground structure shall be commenced, erected or maintained upon any property subject to this Declaration until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, showing front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Association.

**ARTICLE 111: SECTION 4. Restrictions and Requirements**

(f) No house trailer or mobile home shall be permitted on any Lot at any time, ~~except for construction purposes during the construction period of houses or as a temporary real estate office for the sale of Lots.~~

**ARTICLE 111: SECTION 7. Reservations to the Association.**

(d) Dedicate for public owners' use all or any portion of the areas contained within the streets, easements and other areas owned by the Association

EXHIBIT A (continued)

ARTICLE III: SECTION 12. Recreational Facilities

The Developer has included one parcel of land which is designated recreational. This area has been zoned as shown on the site plan. The Developer will ~~has~~ build ~~built~~ the tennis court as a portion of the purchase price to the Lots.

~~The Developer pledges to construct the tennis court after the sale of 10 Lots and/or after the construction and occupancy of 4 homes. It is deemed unadvisable to construct these improvements earlier due to the potential damage from vandalism and the general liability involved.~~


ARTICLE IV: SECTION 2. Declaration of Use

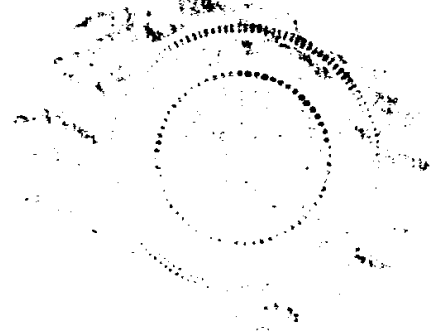
Any owner may delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchaser or lessees who reside on his lot. The following standards will be observed in renting or leasing a residence of Barrataria Island. The minimum time period for any house rental will be for six (6) months. The rental is to be a single family only, with no right to assign or sub-lease. The tenant shall agree to abide by the Covenants and By-Laws of the Association.

ALL ARTICLES WHERE APPLICABLE:

Wherever applicable change the word pond to read canal.

The undersigned, as the Secretary of the Association, hereby certifies that the above is a true and correct copy of the resolutions adopted by the Board of Directors of the Barrataria Island Association, Inc. on November 4th, 2000.

  
Elizabeth Nudo  
Secretary, Barrataria Island Assoc.



5  
Barrataria  
Volume 1547  
Page 73  
455

**AMENDMENTS TO DECLARATION OF COMMUNITY OWNERSHIP, COVENANTS AND  
RESTRICTIONS FOR BARRATARIA ISLAND**

These Amendments are made this 15<sup>th</sup> day of May, 2002, by Barrataria Island Association, Inc. (the "Association"), a Florida not-for-profit corporation.

**WITNESSETH**

**WHEREAS**, the Association is a subdivision, as shown on that certain plat recorded in Map Book 12, Pages 86 through 89, official records of St. Johns County, Florida (the "Subdivision"); and

**WHEREAS**, the Subdivision is subject to that certain Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended December 1, 2000 which has been recorded in Volume 1547, Page 73, official records of St. Johns County, Florida (the "Declaration"); and

**WHEREAS**, the Association is a corporation whose members consist of lot owners in the Barrataria Island subdivision, which members annually elect a Board of Directors to govern the affairs of the Association; and

**WHEREAS**, the Association has the authority to amend and modify the Declaration pursuant to Article III, Section 7(a) of the Declaration; and

**WHEREAS**, the Association has considered and approved these amendments to the Declaration, which amendments were duly adopted by resolution of the Board, a true and correct certified copy of which is attached hereto as Exhibit A;

**NOW THEREFORE**, the Declaration is amended to change the following covenants and restrictions which shall burden, be appurtenant to, and run with title to, the lots and common areas in the Subdivision.

Public Records of  
St. Johns County, FL  
Clerk# 02-028467  
O.R. 1758 PG 1752  
11:03AM 05/15/2002  
REC \$21.00 SUR \$3.00

AMENDMENTS TO DECLARATION OF COMMUNITY OWNERSHIP, COVENANTS  
AND RESTRICTIONS FOR BARRATARIA ISLAND

IN WITNESS WHEREOF, the President of the Association has hereunto set his hand and seal this  
15 day of May, 2002.

BARRATARIA ISLAND ASSOCIATION, INC.

Jennifer A. Morris  
Witness JENNIFER A. MORRIS  
Adrian King  
Witness Adrian King

by Richard C. Rogers  
Richard Rogers  
its: President

(SEAL)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

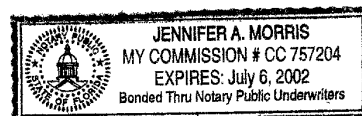
The foregoing instrument was acknowledged before me this 15 day of May, 2002, by  
Richard Rogers, the President to Barrataria Island Association, Inc., who is personally known to  
me or who has produced a driver's license as identification and who did take an oath.

Jennifer A. Morris  
Notary Public, State of Florida

Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

My Commission Number is \_\_\_\_\_



**EXHIBIT A**

At a duly called special meeting of the Board of Directors of the Barrataria Island Association held on May \_\_\_, 2002, the following amendments to the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended by the members in April, 2002 were adopted and approved pursuant to Article III, Section 7(a) of the Declaration.

**ARTICLE I: DEFINITIONS****SECTION 4: Common Area(s)**

"Common Area(s)" shall mean property and improvements, including the tennis court, owned from time to time by the Association and held for the common use and enjoyment of the Owners. The Common areas to be owned by the Association at the time of the conveyance of the first Lot are those areas designed as "Open Space" on the plat of the Subdivision. The use of "Common Areas" shall also include where appropriate the non-exclusive easement rights in the roads and canal as shown on said plat and utility easements.

**ARTICLE III: COVENANTS AND RESTRICTIONS****SECTION 1: Approval of Plans and Specifications**

(a) No house, garage, ~~earport~~, playhouse, outbuilding, fence, wall, or any other above ground structure shall be commenced, erected or maintained upon any property subject to this Declaration, until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, location and floor plan thereof, showing front, side and rear elevations thereof, have been submitted to and approved by the Association.

**ARTICLE III: SECTION 2: General Provisions**

(a) Said Lots shall be used for residential purposes only, and no building at any time situated on any of said Lots shall be used for business, commercial, amusement, charitable or manufacturing purposes. This restriction does not apply to home offices used for telecommuting or for a consulting business that does not involve visits by customers. No billboards or advertising signs shall be erected or displayed thereon, except such signs as may be reasonably required for sale purposes.

(b) No structure shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling ~~not to exceed thirty five (35) feet in height and an attached garage.~~ Such dwelling shall conform to all county codes for single family dwellings.

## ARTICLE III: SECTION 3: Building Location

(b) A garage constructed as a part of the same building as the residence shall be considered as a part of such residence building and its construction shall be governed by the restrictive covenants governing residences. The driveway to the garage shall be paved. Each Lot Owner shall be required to provide paved off-street parking for at least two automobiles.

(d) Docks or piers constructed on the canal ~~shall be of the floating type connected to the land by gang plank and~~ shall not extend into the canal so as to interfere with navigation.

## ARTICLE III: SECTION 4: Restrictions and Requirements

(b) Containers for garbage or other refuse ~~must be underground or in screened sanitary enclosures and~~ shall be maintained under sanitary conditions, and shall be hidden from view. Incinerators for garbage, trash or other refuse are prohibited.

(d) ~~Mailboxes of a type consistent with the character of the subdivision shall be selected; placed and maintained to complement the house and the neighborhood.~~

(e) With the exception of signs that indicate that the property is protected by an alarm system, no sign shall be erected or maintained on any Lot, except one professionally lettered residential sign advertising the property for sale or rent. Such sign shall not be more than 24 x 36 inches in size. No political signs shall be allowed in the community.

(g) ~~The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, The assembly and disassembly of motor vehicles or other mechanical devices, which cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot.~~

(h) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored in view of the road or in an unsightly manner on such Lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

(l) ~~No livestock or live fowl or other animals or reptiles, except domesticated dogs, cats and caged birds~~ shall be kept upon any Lot without the prior written consent of the Association. No owner of any domesticated dog, cat or caged bird shall permit such animal or bird to constitute a nuisance and all such Owners shall abide by such rules and regulations as may be published by the Association from time to time for the control of such animals and birds.

(m) No unsightly television or radio masts, towers, poles, antennas, aerials, satellite dishes or appurtenances shall be erected on any Lot or common area without the express written approval of the Board of Directors. ~~This restriction shall not prohibit any Lot Owner from obtaining cable television service that is provided through underground utility lines and facilities.~~

## ARTICLE III: SECTION 12: Recreational Facilities

~~The Developer has included one parcel of land which is designated recreational. This area has been zoned as shown on the site plan. The Developer has built a tennis court as a portion of the purchase price of the Lots.~~

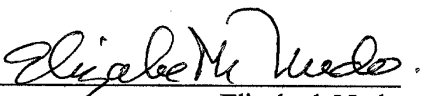
## ARTICLE IV: Property Rights

(d) ~~The right of the Association to limit the number of guests of Members.~~

## ARTICLE VI: SECTION 11: Insurance Assessments

~~The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all the Common Area, and against all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses to the deemed assessments. All such insurance coverage shall be written in the name of the Association. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering improvements and personal property on his (her) own Lot. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one third (1/3) of the Members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In the event of loss or casualty, the Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstructions, or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Members of the Association, as established by Article VI, Section 3 above, to make up any deficiency for repair or rebuilding of the Common Area.~~

The undersigned, as the Secretary of the Association, hereby certifies that the above is a true and correct copy of the resolutions adopted by the Board of Directors of the Barrataria Island Association, Inc. on May \_\_\_, 2002.

  
Elizabeth Nudo  
Secretary, Barrataria Island Association

REVITALIZED DECLARATION  
OF  
COMMUNITY OWNERSHIP, COVENANTS AND RESTRICTIONS  
FOR BARRATARIA ISLAND

THIS REVITALIZED DECLARATION is made this 7 day of October, 2015, by Barrataria Island Association, Inc. as approved by the Association members in accordance with the provisions of Section 720.404 of the Florida Statutes, et seq., and duly recorded in the Official Records of St. Johns County, Florida.

STATEMENT OF BACKGROUND

The Original Developer subdivided real estate at Matanzas Inlet, in St. Johns County, Florida, and desired to ensure the high quality development and improvement for single family residential use of each of the Lots in said subdivision.

This subdivision was developed in accordance with the Public Unit Development Ordinance (PUD) of St. Johns County, Florida. A community association known as Barrataria Island Association, Inc. was established to hold title to and to maintain and control "open" and "common" areas and easements for roadway and utilities. The Association to have the right to enforce the provisions hereof.

ARTICLE I  
DEFINITIONS

Section 1. Association. "Association" shall mean and refer to Barrataria Island Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

Section 2. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. Property. "Property" shall mean and refer to the real property included within the subdivision known as "Barrataria Island" according to plat thereof recorded in Map Book 12, pages 86, 87, 88 and 89, of the public records of St. Johns County, Florida.

Section 4. Common Area(s). "Common Area(s)" shall mean property and improvements, including the tennis court, owned from time to time by the Association and held for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are those areas designed as "Open Space" on the plat of the Subdivision. The use of "Common Areas" shall also include where appropriate the non-exclusive easement rights in the roads and canal as shown on said plat and utility easements.

Section 5. Lot. "Lot" shall mean and refer to any one of the plots of land as indicated by Numbers and Tracts inclusive on the plat of Barrataria Island, according to plat thereof recorded in Map Book 12, pages 86, 87, 88 and 89 of the public records of St. Johns County, Florida, and as amended on December 1st, 2000, and shall include the land to the middle line of abutting roads and canal as shown and described on the plat of Barrataria Island. Conveyances of Lots shall be subject to non-exclusive easements in said roads and canal.

Section 6. Member. "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

## ARTICLE II DECLARATION

The Original Developer did declare, grant and convey to the community association of the Owners of Lots in said subdivision, known as Barrataria Island Association, Inc., a non-profit Florida corporation, and its successors and assigns, the title to common areas and non-exclusive easements in roads and canal as described above under Article I, Section 4, subject to the limitations in use of such common property and the responsibility for management and maintenance thereof, as provided herein.

Developer hereby did further declare that all of the Lots in said Subdivision be held, sold and conveyed subject to the easements, restrictions, covenants and conditions herein provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Said covenants and restrictions shall run and apply for a term of fifty (50) years from recordation in the Public Records unless terminated pursuant to the terms herein or as may otherwise be provided by law. These covenants and restrictions may be extended beyond fifty (50) years from recordation as provided by law. Every grantee or holder of any interest in any Lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of the terms and conditions hereof.

## ARTICLE III COVENANTS AND RESTRICTIONS

### Section 1. Approval of Plans and Specifications.

(a) No house, garage, playhouse, outbuilding, fence, wall, or any other above ground structure shall be commenced, erected or maintained upon any property subject to this Declaration, until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, location and floor plan thereof, showing front, side and rear

elevations thereof, have been submitted to and approved by the Association.

(b) If Association fails to approve in writing such final plans and specifications within thirty (30) days after same have been submitted to it, Association shall be deemed to have disapproved said plans and specifications.

Section 2. General Provisions.

(a) Said Lots shall be used for residential purposes only, and no building at any time situated on any of said Lots shall be used for business, commercial, amusement, charitable or manufacturing purposes. This restriction does not apply to home offices used for telecommuting or for a consulting business that does not involve visits by customers. No billboards or advertising signs shall be erected or displayed thereon, except such signs as may be reasonably required for sale purposes.

(b) No structure shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling. Such dwelling shall conform to all county codes for single family dwellings.

(c) No residence shall be erected upon or allowed to occupy any portion of any Lot of said plat unless the floor area (ground floor area or combined floor areas of both floors if two-story) of the main structure, exclusive of one-story porches and garages, shall be not less than 1,750 square feet.

Section 3. Building Location.

(a) No building shall be located nearer to the street (roadway) lot line, and in the case of Lots 30 and 31, nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than 20 feet to the street Lot line, nor, in the case of Lots 30 and 31, nearer than 15 feet to any side street line. No building shall be located nearer than 7-1/2 feet to any side Lot line; so there shall be at least a minimum of 15 feet between buildings. No buildings on Lots on Matanzas Inlet shall be located beyond the wooden bulkhead line (as relocated in the case of Lots 13 and 14). Relocation of the line for construction of buildings is also permitted on Tracts A, B, C, a minimum of 8 feet. It is suggested that any building located outside of the wooden bulkhead be placed on adequate and deep pilings. On such Lots, porches, decks and gazebos may be built beyond the bulkhead line, but not beyond the building restriction line shown on said plat. On Lots fronting on the canal the setback line shall be 15 feet from the canal although porches, decks and gazebos may extend to the canal edge, except for Lot 42 on which the setback from the canal may be 8 feet for piling or foundation.

(b) A garage constructed as a part of the same building as the residence shall be considered as a part of such residence building and its construction shall be governed by the restrictive covenants governing residences. The driveway to the garage shall be paved. Each Lot Owner shall be required to provide paved off-street parking for at least two automobiles.

(c) If a residence building shall be erected on more than one lot, then the building restrictions referred to in Paragraph 4 shall not apply to the interior side lines of said Lots or parts thereof, but only to the extreme side lines of the combined parcels.

(d) Docks or piers constructed on the canal shall not extend into the canal so as to interfere with navigation.

Section 4. Restrictions and Requirements.

(a) Each Lot Owner when constructing his or her residence shall provide an outside light on an ornamental pole no taller than 6 to 8 feet to light the roadway in front of the property. Said pole shall be located within 10 feet of the roadway and the light shall be directed downward so as not to be objectionable to adjoining property Owners.

(b) Containers for garbage or other refuse shall be maintained under sanitary conditions, and shall be hidden from view. Incinerators for garbage, trash or other refuse are prohibited.

(c) Outside clothes lines are prohibited.

(d) With the exception of signs that indicate that the property is protected by an alarm system, no sign shall be erected or maintained on any Lot, except one professionally lettered residential sign. Such sign shall not be more than 24 x 36 inches in size. No political signs shall be allowed in the community.

(e) No house trailer or mobile home shall be permitted on any Lot at any time.

(f) The assembly and disassembly of motor vehicles or other mechanical devices, which cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot.

(g) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored in view of the road or in an unsightly manner on such Lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

(h) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

(i) No fences may be erected in the front yard of any house without prior written approval of the Association.

(j) Noxious or offensive activities shall not be carried on upon any Lot and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort, or annoyance to Owners and residents of other property made subject to this Declaration.

(k) No livestock or live fowl shall be kept upon any Lot without the prior written consent of the Association. No owner of any domesticated dog, cat or caged bird shall permit such animal or bird to constitute a nuisance and all such Owners shall abide by such rules and regulations as may be published by the Association from time to time for the control of such animals and birds.

(l) No unsightly television or radio masts, towers, poles, antennas, aerials, shall be erected on any Lot or common area without the express written approval of the Board of Directors.

Section 5. Maintenance of Lots.

(a) The grounds for each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

(b) Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents and employees may, after ten (10) days' notice to such Owner, enter upon such Lot and have the grass, weeds and other vegetation cut, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom.

(c) Each Owner shall be personally liable to the Association for the cost of any cutting, clearing and maintenance described in subparagraph (b) of this Section, and the liability for amounts expended for such cutting, clearing and maintenance shall be a charge upon and lien upon such Lot, enforceable by appropriate proceeding in law or in equity.

Section 6. Zoning Regulations. Any County zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 7. Reservations to the Association. The Association shall have the right to:

(a) amend, waive or modify the foregoing covenants and restrictions from time to time;

(b) delegate to its agents, successors and assigns its rights and obligations hereunder;

(c) change the name of Barrataria Island Subdivision, or any street of the project;

(d) dedicate for owners' use all or any portion of the areas contained within the streets, easements and other areas owned by the Association;

(e) publish and enforce from time to time rules and regulations governing membership in and use of all or any portion of "open" and "common" properties and recreational facilities of the Development, including, but not limited to, membership rules and charges, traffic rules and

restrictions, and such other rules and regulations as the Association may deem necessary and desirable, and shall have the right to delegate these rights and privileges.

Section 8. Adjoining Property. This Declaration of Covenants and Restrictions is applicable only to the property described in Barrataria Island Subdivision and shall not restrict in any way the use or development of Developer's adjoining properties. Nothing contained herein or in any instrument conveying any interest in the property covered hereby shall be construed to convey any implied rights in any of such properties or the improvements now or hereafter located thereon.

Section 9. Utility Easements. Developer does convey hereby to Barrataria Island Association, Inc. a perpetual easement in, on, over and under all streets, lanes and drainage and utility easements shown on the Plat of Barrataria Island Subdivision and in, on, over and under a strip of land five (5) feet in width (unless otherwise indicated on the Plat) along the side and rear property lines of each Lot, except for the side boundaries between lots 11 and 12, between lots 12 and 13, between lots 13 and 14, between lots 17 and 18, between lots 18 and 19, between lots 19 and 20, between lots 20 and 21, between lots 21 and 22, between lots 22 and 23, between lots 23 and 24, between lots 24 and 25, between lots 25 and 26, between lots 26 and 27, between lots 28 and 29, between lots 29 and 30, between lots 31 and 32, between lots 32 and 33, between lots 33 and 34, between lots 34 and 35, and between lots 35 and 36, with the full rights of entry by the Association or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for water, gas, storm drainage and other utilities therein.

Section 10. Street Assessments. So long as the Association shall own and maintain an easement in all or any portion of the streets (roads) serving the Lots covered hereby, the Owner of each such Lot shall pay to the Association an annual street maintenance assessment, the amount of which will be a pro-rata part of the actual costs and based on number of Lots in said Subdivision. Any such annual assessment not paid when due shall constitute a lien on the Lot owned by the defaulting Lot Owner.

Section 11. Water and Sewage. The Lots subject to this Declaration are now served by a water line located in the street (road) and running from the public water line located on U.S. A1A. Lot purchasers may connect to this line but shall be responsible for any connection fee and each Lot shall be separately metered. Lot Owners shall provide their own septic tank to serve their residences.

Section 12. Enforcement.

(a) All restrictions shall be deemed several and independent and the validity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

(b) If any Owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said Subdivision to

prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

#### ARTICLE IV PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner and their respective licensees, guests, invitees, agents, servants and employees shall have (i) a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and (ii) a perpetual non-exclusive easement for ingress, egress, and access and regress to and from the respective Lots over all roads, ways and streets within the Common Area, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights of an Owner and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any of the Common Area to any public agency, authority, governmental authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving, repairing or rebuilding the Common Area, roads, water lines and facilities and in aid thereof, with the assent of two-thirds (2/3) of membership, to mortgage the Common area. The rights of any such mortgagee or mortgagees in the Common Area shall be subordinate to the rights of the Owners hereunder;

(e) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreational facilities by the Members, and establish rules and regulations for such use.

Section 2. Declaration of Use. Any owner may delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers or lessees who reside on his lot. The following standards will be observed in renting or leasing a residence of Barrataria Island. The minimum time period for any house rental will be for six (6) months. The rental is to be a single family only, with no right to assign or sub-lease. The tenant shall agree to abide by the Covenants and By-Laws of the Association.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in the collection of the assessments shall be a continuing lien on each Lot and the improvements located thereon against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fee, shall also be the personal obligation of the Owner of such Lot at the time the assessment is due.

Section 2. Assessments. The Board of Directors shall have the right to fix and levy assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Areas, and of the improvements situated upon the respective Lots, all in accordance with this instrument, the Articles of Incorporation and the By-Laws.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment shall have the approval of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 2 and Section Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 of this Article VI shall be sent by mail to all Members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of

Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 5. Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all lots.

Section 6. Date of Commencement of Annual Assessments Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors; and, unless otherwise provided, the Association shall collect each month from each Owner one-twelfth (1/12) of the annual assessment for his respective Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of six percent (6%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and improvements, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in any interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to subrogate so much of its rights to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein on any particular lot shall be subordinate to the lien of any first mortgage encumbering that particular Lot. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such

Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The Common Area shall be exempt from the assessments created herein. However, no Lot shall be exempt from assessment.

Section 10. Management Agreements. The Board of Directors may enter into a contract for the management of the Common Area and the Association affairs. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the management agreement may be cancelled, prior to its expiration, by an affirmative vote of sixty percent (60%) of the votes of the Members.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all the Common Area, and against all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses to the deemed assessments. All such insurance coverage shall be written in the name of the Association. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering improvements and personal property on his (her) own Lot.

## ARTICLE VII CONDEMNATION

In the event all or any part of the Common Area is taken by eminent domain proceedings or conveyed to any governmental body in lieu thereof, the money payable as a result of such taking and any legal action necessary to collect the award shall be placed in the common fund for common expenses. Any award for taking of all or part of a unit shall be payable to the Owner or his mortgagee, as their respective interests may appear.

IN WITNESS WHEREOF, the undersigned have executed this Revitalized Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island this 7 day of October, 2015.

Signed, sealed, and delivered in the presence of:

Monica Fortner

Witness 1

Monica Fortner

Witness 1 Printed

Joseph

Witness 2

Julius S. Allegood

Witness 2 Printed

Greg Marshall

President

Martha Galovitz

Secretary

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing document was acknowledged before me this 7 day of October, 2015 by Greg Marshall, as President and by Martha Galovitz as Secretary of Barrataria Island Association, Inc.

Monica Fortner

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: FL DL



**SCHEDULE A TO DECLARATION**  
**PARCELS AND OWNERS OF BARRATARIA ISLAND ASSOCIATION, INC.**  
**SUBJECT TO THIS REVITALIZED DECLARATION**

PURSUANT TO THE REQUIREMENTS OF SECTION 720.405 OF THE FLORIDA STATUTES (2015), THE FOLLOWING PARCELS ARE HEREBY SPECIFICALLY MADE SUBJECT TO THIS REVITALIZED DECLARATION.

**1. BARRATARIA ISLAND ASSOC INC.**

A PARCEL OF LAND LYING IN BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGE 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MUNIMENT OF TITLE RECORDED AT OFFICIAL RECORDS BOOK 690, PAGE 1858, WHICH IS EXPRESSLY INCORPORATED HEREIN, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

12/86-89 BARRATARIA ISLAND  
BARRATARIA DRIVE DEDICATED TO LOT OWNERS  
OR690/1858(Q/C)  
PARCEL ID NUMBER: 189250-0001

**2. BARRATARIA ISLAND ASSOC INC.**

A PARCEL OF LAND LYING IN BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGE 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AS MORE PARTICULARLY DESCRIBED IN THOSE CERTAIN MUNIMENTS OF TITLE RECORDED AT OFFICIAL RECORDS BOOK 690, PAGE 1858 WHICH IS EXPRESSLY INCORPORATED HEREIN, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXCEPT FOR THOSE CERTAIN PORTIONS OF LAND CONVEYED IN THE MUNIMENTS OF TITLE RECORDED AT OFFICIAL RECORDS BOOK 493, PAGE 45, AND BOOK 499, PAGE 363, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA.

12/89-89 BARRATARIA ISLAND UNDESIGNATED AREAS LYING S OF LOT 41 & S & E  
OF LOT 42  
(EX PTS CONVEYED IN OR493/45 & 499/363) OR690/1858(Q/C)  
PARCEL ID NUMBER: 189250-0002

**3. MARTHA & ROBERT J. GALAVITZ – 221 BARRATARIA DRIVE**

A PARCEL OF LAND LYING IN BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGE 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF LOT 42 AND THE SOUTH RIGHT-OF-WAY LINE OF BARRATARIA DRIVE BEAR SOUTH 19° 45' 00" EAST ALONG THE EAST LINE OF LOT 42, A DISTANCE OF 81.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19° 45' 00" EAST, A DISTANCE OF 85.00 FEET; THENCE NORTH 70° 15' 00" EAST, A DISTANCE OF 169.48 FEET TO THE WESTERLY

RIGHT-OF-WAY LINE OF BARRATARIA DRIVE; THENCE NORTH 19° 45' 00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 85.00 FEET; THENCE SOUTH 70° 15' 00" WEST A DISTANCE OF 169.48 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189250-0010

PROPERTY ADDRESS: 221 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**4. ELIZABETH NUDO – 230 BARRATARIA DRIVE**

LOT 01, BARRATARIA ISLAND, AS RECORDED IN MAP BOOK 12, PAGE 86, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0010

PROPERTY ADDRESS: 230 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**5. WILLIAM JR. & MARY LOUISE TRAVIS – 231 BARRATARIA DRIVE**

PARCEL 1:

A PORTION OF LOTS 41 AND 42, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 41, RUN NORTH 69° 5' 05.5" EAST, ALONG THE SOUTHERLY LINE OF LOT 41, FOR A DISTANCE OF 75.02 FEET TO THE SOUTHEAST CORNER OF LOT 41; THENCE CONTINUE NORTH 69° 5' 05.5" EAST, ALONG THE SOUTHERLY LINE OF LOT 42, TO THE SOUTHEAST CORNER OF LOT 42; THENCE RUN NORTH 19° 45' 00" WEST, ALONG THE EASTERLY LINE OF LOT 42, FOR A DISTANCE OF 168.41 FEET TO A POINT; THENCE RUN SOUTH 70° 15' 00" WEST, FOR A DISTANCE OF 150.02 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY LOT LINE OF SAID LOT 41; THENCE RUN SOUTH 19° 45' 00" EAST, FOR A DISTANCE OF 171.47 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A PERMANENT NONEXCLUSIVE EASEMENT FOR INGRESS OR EGRESS, AND UTILITIES OVER AND ACROSS THE WESTERLY 10 FEET OF SAID LOT 41, SAID 10 FEET BEING MEASURED PERPENDICULAR TO THE EASTERLY LINE OF SAID LOT 41.

PARCEL 2:

ALL OF LOTS 41 AND 42, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 41, RUN NORTH 69° 05' 05.5" EAST, ALONG THE SOUTHERLY LINE OF LOT 41, FOR A DISTANCE OF 75.02 FEET TO THE SOUTHEAST CORNER OF LOT 41; THENCE CONTINUE NORTH 69° 05' 05.5" EAST, ALONG THE SOUTHERLY LINE OF LOT 42, TO THE SOUTHEAST CORNER OF LOT 42; THENCE NORTH 19° 45' 00" WEST, ALONG THE EASTERLY LINE OF LOT 42, FOR A DISTANCE OF 168.41 FEET TO A POINT; THENCE RUN SOUTH 70° 15' 00" WEST, FOR A DISTANCE OF 150.02 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY LOT LINE OF SAID LOT 41; THENCE RUN SOUTH 19° 45' 00" EAST, FOR A DISTANCE OF 171.47 FEET TO THE POINT OF BEGINNING, AND SUBJECT TO AN EASEMENT FOR INGRESS OR EGRESS, AND UTILITIES OVER AND ACROSS THE WESTERLY 10 FEET OF SAID LOT 41, SAID 10 FEET BEING MEASURED PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 41. PARCEL ID NUMBER: 189253-0410

PROPERTY ADDRESS: 231 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**6. WILLIE C. CONLEY, SR. – 232 BARRATARIA DRIVE**

LOT 02, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86 THROUGH 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 189253-0020

PROPERTY ADDRESS: 232 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**7. JOHN D. & BARBARA O. ANTHONY – 233 BARRATARIA DRIVE**

LOT 40, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86 THROUGH 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 189253-0400

PROPERTY ADDRESS: 233 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**8. WHITFORD PROPERTIES, LLC. – 234 BARRATARIA DRIVE**

LOT 3, BARRATARIA ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 12, PAGE(S) 86, 87, AND 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 189253-0030

PROPERTY ADDRESS: 234 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**9. JOHN PUCKETT, AS TRUSTEE & ELIZABETH PUCKETT, AS TRUSTEE, – 235 BARRATARIA DRIVE**

LOT 39, BARRATARIA ISLAND AS RECORDED IN MAP BOOK 12, PAGE 87 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0390

PROPERTY ADDRESS: 235 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**10. DOUGLAS A. ROGERS P/R, ET AL, CAROL ANN VENNERGRUND, DONALD ROGERS, RICHARD C. ROGERS, JR. – 236 BARRATARIA DRIVE**

LOTS 4 & 5 BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 12, PAGES 86 – 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (THE “PROPERTY”).

PARCEL ID NUMBER: 189253-0040.

PROPERTY ADDRESS: 236 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**11. JAMES W., JR. AND EMILY G. HINSON – 237 BARRATARIA DRIVE**

LOT 38, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.  
PARCEL ID NUMBER: 189253-0380

**12. JAMES W., JR. AND EMILY G. HINSON – 239 BARRATARIA DRIVE**

LOT 37, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.  
PARCEL ID NUMBER: 189253-0370

PROPERTY ADDRESS: 239 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**13. ERNEST M. AND SONIA D. CROSS – 240 BARRATARIA DRIVE**

LOT 6, BARRATARIA ISLAND, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.  
PARCEL ID NUMBER: 189253-0060

PROPERTY ADDRESS: 240 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**14. DAVID P. AND ELLEN S. KELBERT – 241 BARRATARIA DRIVE**

THE EASTERLY 14.98 FEET OF LOT 35 AND ALL OF LOT 36, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP BOOK 12, PAGE 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (ALSO KNOWN AS PARCEL “R”). PARCEL ID NUMBER: 189253-0360

PROPERTY ADDRESS: 241 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**15. 242 BARRATARIA DRIVE, ST. AUGUSTINE, FL 32080 LLC – 242 BARRATARIA DRIVE**

LOT 7, BARRATARIA ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 12, PAGE(S) 86-89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0070

PROPERTY ADDRESS: 242 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**16. BEVERLY L. CAMP, AS TRUSTEE OF THE REV. BEVERLY L. CAMP LVG. TRUST – 243 BARRATARIA DRIVE**

THE EASTERLY 29.95 FEET OF LOT 34 AND THE WESTERLY 60.05 FEET OF LOT 35, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 12, PAGE 88, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0340

PROPERTY ADDRESS: 243 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**17. ALGIS S. AND PATRICIA A. TARUSKI – 244 BARRATARIA DRIVE**

LOT 8, BARRATARIA ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 12, PAGE(S) 86-89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0080

PROPERTY ADDRESS: 244 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**18. STEPHEN D. AND CHRISTINA TATOUL – 245 BARRATARIA DRIVE**

ALL LOT 33 (EXCEPT WESTERLY 30.09 FEET) AND THE WESTERLY 45.07 FEET OF LOT 34, BARRATARIA ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 12, PAGE(S) 86-89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0030

PROPERTY ADDRESS: 245 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**19. LARRY KENDALL, JR. AND LORI SMITH MANNING – 246 BARRATARIA DRIVE**

LOT 9, BARRATARIA ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 12, PAGE(S) 86-89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0090

PROPERTY ADDRESS: 246 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**20. BRIAN V. AND CAROL M. CAKE – 248 BARRATARIA DRIVE**

LOT 10, BARRATARIA ISLAND, AS RECORDED IN MAP BOOK 12, PAGES 86 THROUGH 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0100

PROPERTY ADDRESS: 248 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**21. CHRISTOPHER LANDIS – 249 BARRATARIA DRIVE**

THE EASTERLY 62.81 FEET OF LOT 32 AND THE WESTERLY 30.09 FEET OF LOT 33, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP BOOK 12, PAGE 86, 87, 88 AND 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (THE "LAND"). PARCEL ID NUMBER: 189253-0320

PROPERTY ADDRESS: 249 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**22. HELEN L. BROWN, J. BROOKS ETAL , JEFFREY W. BERRY, INDIVIDUALLY AND AS CUSTODIAN, AND LESLIE V. BERRY – 250 BARRATARIA DRIVE**

LOT 11 AND A PART OF LOT 12, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGE 88, ET. SEQ, PUBLIC RECORDS, ST. JOHNS COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID LOT 11 AS THE POINT OF BEGINNING BEAR N. 19° 45' 00" W, ALONG THE EASTERLY LINE OF SAID LOT 11 A DISTANCE OF 195.00 FEET TO THE MEAN HIGH WATER LINE OF MATANZAS INLET; THENCE MEANDER THE MEAN HIGH WATER LINE IN A SOUTHWESTERLY DIRECTION TO A POINT WHICH LIES S. 48°, 02' 58" W, AND A DISTANCE OF 145.73 FEET FROM THE END OF THE LAST CALL; THENCE S. 39° 45', 00" E. A DISTANCE OF 165.00 FEET TO A POINT ON A CURVE MARKING THE NORTHWESTERLY RIGHT OF WAY LINE OF BARRATARIA DRIVE; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY CURVE CONCAVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 10° 00' 00", A RADIUS OF 82.50 FEET, AND AN ARC LENGTH OF 14.40 FEET TO THE POINT TO TANGENCY; THENCE N. 60° 15' 00" E, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 65.60 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189253-0110

PROPERTY ADDRESS: 250 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**23. ANGEL-MARIE GODWIN, ANGEL M. LEVERETT – 254 BARRATARIA DRIVE**

A PART OF LOTS 12 AND 13, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF CURVATURE MARKING THE NORTHWESTERLY RIGHT OF WAY LINE OF BARRATARIA DRIVE AND THE SOUTH LINE OF LOT 11 OF SAID BARRATARIA ISLAND BEAR SOUTHWESTERLY ALONG SAID CURVE CONCAVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10° 00' 00", A RADIUS 82.50 FEET, AND AN ARC LENGTH OF 14.40 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, RUN NORTH 39° 45' 00" WEST A DISTANCE OF 165 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE MATANZAS INLET, SAID POINT BEING REFERRED TO HEREIN AS POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE CONCAVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 49° 45' 00" A RADIUS 82.50 FEET AND AN ARC LENGTH OF 71.64 FEET TO A POINT ON A CURVE MARKING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BARRATARIA DRIVE; THENCE RUN NORTH 89° 30' 00" WEST, A DISTANCE OF 220 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF MATANZAS INLET, SAID POINT BEING REFERRED TO HEREIN AS POINT "B", FROM POINT "B", MEANDER IN A NORTHEASTERLY DIRECTION ALONG THE SAID MEAN HIGH WATER LINE TO POINT "A". PARCEL ID NUMBER: 189253-0120

PROPERTY ADDRESS: 254 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**24. WILLIAM D. AND KATHLEEN A. MCKENNA – 255 BARRATARIA DRIVE**

LOT 31 AND THE WESTERLY 12.44 FEET OF LOT 32, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 86, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0310

PROPERTY ADDRESS: 255 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**25. ANGEL-MARIE GODWIN AND CHRISTOPHER ROBERT LEVERETT – 256 BARRATARIA DRIVE**

A PART OF LOTS 13 AND 14, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP BOOK 12, PAGE 88, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 14 AS THE POINT OF BEGINNING BEAR NORTH 16° 30' 00" WEST. ALONG THE WESTERLY RIGHT OF WAY LINE OF BARRATARIA DRIVE, A DISTANCE OF 63.00 FEET TO THE POINT OF CURVATURE OF A CURVE; THENCE NORTHERLY ALONG SAID CURVE, CONCAVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17° 00' 00", A RADIUS OF 82.50 FEET AND AN ARC LENGTH OF 24.48 FEET; THENCE NORTH 89° 30' 00" WEST A DISTANCE OF 220.00 FEET TO THE MEAN HIGH WATER LINE OF THE MATANZAS RIVER; THENCE MEANDER THE MEAN HIGH WATER LINE IN A SOUTHERLY DIRECTION TO A POINT WHICH LIES SOUTH 22° 49' 24" EAST AND A DISTANCE OF 152.37 FEET FROM THE END OF THE LAST CALL; THENCE NORTH 73° 30' 00" EAST ALONG THE SOUTH LINE OF LOT 14 A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189253-0130

PROPERTY ADDRESS: 256 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**26. DAVID K. RAYNOR – 258 BARRATARIA DRIVE**

LOT 15, BARRATARIA ISLAND, AS RECORDED IN MAP BOOK 12, PAGE 86-89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0150

PROPERTY ADDRESS: 258 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**27. STEPHEN G. AND ALICIA M. STEINMITZ – 260 BARRATARIA DRIVE**

LOT 16, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 189253-0160

PROPERTY ADDRESS: 260 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**28. DEMENT FAMILY TRUST, MARISSA AND MARK R. DEMENT – 271 BARRATARIA DRIVE**

LOT 30 AND THE WESTERLY 30.39 FEET OF LOT 29 LYING NORTHERLY OF BARRATARIA DRIVE, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 88-89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH ALL ALLUVION, AVULSION, RELICTION AND ACCRETIONS WHICH NOW, HERETOFORE OR HEREAFTER MAY BELONG TO ANY OF THE ABOVE-DESCRIBED PROPERTY AND ALSO ALL RIPARIAN AND LITTORAL RIGHTS HERETOFORE AND HEREAFTER APPERTAINING, AND THE WESTERLY 56.60 FEET OF LOT 28 LYING NORTHERLY OF BARRATARIA DRIVE, THE EASTERLY 47.40 FEET OF LOT 29 LYING NORTHERLY OF BARRATARIA DRIVE, AND THAT PART OF LOTS 28 AND 29 LYING SOUTHERLY OF BARRATARIA DRIVE, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK

12, PAGE 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0030

PROPERTY ADDRESS: 271 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**29. EARL F. AND CAROL A. EVERETT – 277 BARRATARIA DRIVE**

THE WESTERLY 6.96 FEET OF LOT 26, ALL OF LOT 27 AND THE EASTERLY 20.54 FEET OF LOT 28, LYING NORTHERLY OF BARRATARIA DRIVE, BARRATARIA ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGES 86 THROUGH 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0270

PROPERTY ADDRESS: 277 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**30. RICHARD R. AND DIXIE L. PATERNOSTER – 279 BARRATARIA DRIVE**

THE WESTERLY 35.06 FEET OF LOT 25 AND THE EASTERLY 68.94 FEET OF LOT 26, BARRATARIA ISLAND, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 189253-0260

PROPERTY ADDRESS: 279 BARRATARIS DRIVE, ST. AUGUSTINE, FLORIDA 32080

**31. BYRD F. AND TRACY A. MARSHALL – 280 BARRATARIA DRIVE**

LOTS 17 AND 18 OF BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP RECORDED IN MAP BOOK 12, PAGE 89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXCEPTING THE FOLLOWING DESCRIBED PART OF LOT 18:

COMMENCE FOR A POINT OF REFERENCE AT THE RADIUS POINT OF THE CUL-DE-SAC OF BARRATARIA DRIVE, THENCE SOUTH 10° 00' 37" EAST 50.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID BARRATARIA DRIVE AND THE POINT OF BEGINNING; THENCE SOUTH 20° 45' 00" EAST, ALONG THE EASTERLY LINE OF SAID LOT 18, A DISTANCE OF 50.0 FEET; THENCE SOUTH 32° 30' 00" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 18, A DISTANCE OF 85.0 FEET, THENCE NORTH 13° 16' 49" EAST 121.70 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189253-0170

PROPERTY ADDRESS: 280 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**32. BENNETT R, JR. AND CYNTHIA S. FORD – 281 BARRATARIA DRIVE**

WESTERLY 60.04 FEET OF LOT 24 AND EASTERLY 39.96 FEET OF LOT 25, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 189253-0240

PROPERTY ADDRESS: 281 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**33. ERIC T. AND DENISE R. COCHRAN – 283 BARRATARIA DRIVE**

THE WESTERLY 10 FEET OF LOT 22, ALL OF LOT 23, AND THE EASTERLY 14.98 FEET OF LOT 24, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 189253-0230

PROPERTY ADDRESS: 283 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**34. STEVEN A. AND LORI A. LEONHARDT – 284 BARRATARIA DRIVE**

A TRACT OF LAND BEING ALL OF LOT 19 AND PART OF LOTS 18 AND 20, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN PLAT BOOK 12, PAGE 89, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FOR A POINT OF REFERENCE AT THE RADIUS POINT OF THE CUL-DE-SAC OF BARRATARIA DRIVE, SAID CUL-DE-SAC HAVING A RADIUS OF 50.0 FEET; THENCE SOUTH  $33^{\circ} 35' 18''$  EAST, 50.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $33^{\circ} 35' 18''$  EAST, 114.0 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 20; THENCE SOUTH  $32^{\circ} 30' 00''$  WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 255 FEET, MORE OR LESS TO THE WATERS OF THE MATANZAS RIVER; THENCE MEANDER SAID WATER IN A NORTHWESTERLY DIRECTION, 90 FEET, MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 19; THENCE NORTH  $32^{\circ} 30' 00''$  EAST ALONG SAID NORTHWESTERLY LINE, 165 FEET; THENCE NORTH  $13^{\circ} 16' 40''$  EAST, 121.70 FEET TO A POINT OF THE SOUTHERLY RIGHT OF WAY LINE OF BARRATARIA DRIVE, SAID POINT LYING ON A CUL-DE-SAC HAVING A RADIUS OF 50.0 FEET; THENCE ALONG THE ARC OF SAID CUL-DE-SAC, AN ARC DISTANCE OF 31.78 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189253-0190

PROPERTY ADDRESS: 284 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**35. FRANCES BARBER ETAL, WARREN AND CONSTANCE MCPHERSON – 287 BARRATARIA DRIVE**

A PART OF LOTS 21 AND 22, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT ACCORDING TO MAP BOOK 12, PAGE 89 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE RADIUS POINT OF THE CUL-DE-SAC OF BARRATARIA DRIVE, BEAR N.  $80^{\circ} 38' 52''$  E., A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BARRATARIA DRIVE AS THE POINT OF BEGINNING; THENCE CONTINUE N.  $80^{\circ} 38' 52''$  E., A DISTANCE OF 167.07 FEET TO THE NORTHEASTERLY LOT LINE OF LOT 21; THENCE N.  $36^{\circ} 30' 00''$  W. ALONG THE EASTERLY LOT LINE OF LOTS 21 AND 22, A DISTANCE OF 181.20 FEET; THENCE N.  $56^{\circ} 00' 00''$  E. ALONG THE SOUTHEASTERLY LOT LINE OF LOT 22 A DISTANCE OF 52.83 FEET; THENCE N.  $19^{\circ} 45' 00''$  W.

ALONG THE NORTHEASTERLY LOT LINE OF LOT 22, A DISTANCE OF 110.85 FEET; THENCE S. 69° 05' 06" W. ALONG THE NORTH LINE OF LOT 22 A DISTANCE OF 128.97 FEET; THENCE S. 19° 45' 00" E. A DISTANCE OF 165.19 FEET; THENCE S. 23° 00' 00" W. A DISTANCE OF 73.08 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF BARRATARIA DRIVE AND A POINT ON A CURVE, THENCE SOUTHERLY ALONG THE CURVE OF SAID RIGHT OF WAY LINE CONCAVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 57° 38' 52", A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 50.31 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189253-0220

PROPERTY ADDRESS: 287 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**36. FRED BEESON TRUST OF 2002, FRED BEESON, JR. – 288 BARRATARIA DRIVE**

PART OF LOTS 20 AND 21, BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGE 89, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE RADIUS POINT OF THE CUL DE SAC OF BARRATARIA DRIVE, BEAR NORTH 80° 38' 52" EAST A DISTANCE OF 50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BARRATARIA DRIVE AS THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80° 38' 52" EAST, A DISTANCE OF 167.07 FEET TO THE NORTHEASTERLY LOT LINE OF LOT 21; THENCE SOUTH 36° 30' 00" EAST, ALONG SAID LOT LINE A DISTANCE OF 40.00 FEET; THENCE SOUTH 46° 30' 00" WEST, ALONG THE SOUTHEASTERLY LINE OF LOTS 20 AND 21, A DISTANCE OF 203.00 FEET; THENCE NORTH 33° 35' 18" WEST, A DISTANCE OF 114.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BARRATARIA DRIVE AND A POINT ON THE CURVE; THENCE NORTHEASTERLY ALONG THE CURVE OF SAID RIGHT-OF-WAY LINE, CONCAVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 65° 45' 30", A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 57.39 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189253-0200

PROPERTY ADDRESS: 288 BARRATARIA DRIVE, ST. AUGUSTINE, FLORIDA 32080

**37. JAMES M. AND HALA LAQUIDARA – 8851 A1A SOUTH**

A PARCEL OF LAND LYING IN BARRATARIA ISLAND, A PLANNED UNIT DEVELOPMENT, ACCORDING TO MAP IN MAP BOOK 12, PAGES 86, 87, 88 AND 89, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF LOT 42 AND THE SOUTH RIGHT-OF-WAY LINE OF BARRATARIA DRIVE BEAR SOUTH 19° 45' 00" EAST ALONG THE EAST LINE OF LOT 42, 161.61 FEET (DEED 166.61 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19° 45' 00" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 70° 15' 00" EAST A DISTANCE OF 169.48 FEET; THENCE NORTH 19° 45' 00" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 70° 15' 00" WEST A DISTANCE OF 169.48 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 189250-0020

PROPERTY ADDRESS: 8851 A1A SOUTH, ST. AUGUSTINE, FLORIDA 32080

# STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION OF

BARRATARIA ISLAND ASSOCIATION, INC.

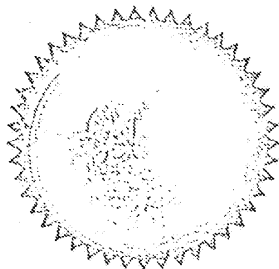
filed in this office on the 30th day of August,  
1976

Charter Number: 736710

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
30th day of August,  
1976

A handwritten signature in cursive script, reading "Bill A. Smith".

SECRETARY OF STATE



Corp-94  
Revised 1-20-75

ARTICLES OF INCORPORATION OF  
BARRATARIA ISLAND ASSOCIATION, INC.

FILED  
AUG 30 9 51 AM '76  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

The undersigned, in accordance with the provisions of Section 617.013, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation:

I.

The name of the corporation is BARRATARIA ISLAND ASSOCIATION, INC.

II.

The purpose for which the corporation is organized is as a non-profit corporation in accordance with the provisions of Chapter 617, Part I, Florida Statutes, to own, operate and maintain the "Common Areas" set aside by the Developer in Barrataria Island Subdivision, as shown on plat of said subdivision recorded in Map Book 12, pages 86, 87, 88 and 89 of the public records of St. Johns County, Florida, and being more particularly described in Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island.

III.

The qualification of members and the manner of their admission into the corporation is that owners of lots in said subdivision shall automatically be and become members of this corporation. A member will be entitled to one vote for each lot owned by him. Voting may be in person or by written proxy and a corporation may hold membership and may vote through an authorized officer or by written proxy.

IV.

The term for which the corporation is to exist is perpetual unless the subdivision is terminated or abandoned by the Owners

of lots pursuant to the terms of the Declaration or applicable provisions of the laws of the State of Florida.

V.

The names and residence addresses of the subscribers are:

C. G. King, Jr.  
1840 Challen Avenue  
Jacksonville, Florida 32205

Jan Dusek  
1630 River Oaks Road  
Jacksonville, Florida 32207

Jacqueline B. Johas  
23 South 26th Avenue  
Jacksonville Beach, Florida

VI.

The affairs of the corporation are to be managed by the following officers:

President, Vice President, Secretary, Treasurer, and such other officers as the By-Laws of the corporation may, from time to time, provide.

VII.

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation and By-Laws are:

J. Brooks Brown President and Treasurer  
Helen L. Brown - Vice President  
C. G. King, Jr. - Secretary

The foregoing shall hold office until the first meeting of the Board of Directors in 1977. Commencing with the first meeting of the Board of Directors in 1977, such officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. In the event of a vacancy in any office prior to the first meeting of the Board of Directors in 1977, such vacancy shall be filled by a majority, even though less than a quorum, of the Board of Directors.

## VIII.

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons. The initial Board of Directors shall consist of three (3) members but may be increased to a maximum of five (5) members in the manner provided herein. The names and addresses of the persons who are to serve as the directors until the first election thereof at the annual meeting of the members in 1977 are:

J. Brooks Brown  
3599 University Boulevard South  
Jacksonville, Florida 32216

Helen L. Brown  
7000 San Fernando Place  
Jacksonville, Florida 32217

C. G. King, Jr.  
1300 Florida Title Building  
Jacksonville, Florida 32202

provided, however, that by a majority vote thereof the number of members of the initial Board of Directors may be increased to a maximum of five (5). At the annual meeting of the members in 1977 and annually thereafter, the Directors of the corporation will be elected to hold office in each instance until the next annual meeting of the members or until their successors are elected and qualify. In the event of a vacancy in the initial Board of Directors prior to the annual meeting of the members in 1977, such vacancy shall be filled by the President named herein.

## IX.

The by-laws of said corporation and/or the articles of incorporation are to be made, altered, rescinded, or added to either by resolution adopted by a two-thirds (2/3) vote of the board of directors of this corporation at any duly called meeting of said board or by a majority vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these by-laws or said articles of incor-

poration unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least ten (10) days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this corporation or any member of the board of this corporation may propose an amendment to these by-laws or to the articles of incorporation to the board or the membership, as the case may be.

## X.

Amendments of these Articles of Incorporation may be proposed and adopted in the manner set forth in the By-Laws of the corporation as quoted above. All rights conferred upon members of this corporation are granted subject to this reservation and its lawful exercise.

## XI.

Members of the initial Board of Directors need not be members of this corporation. Thereafter, members of the Board of Directors need not be members of this corporation if they are nominees of a corporate member. Otherwise, each member of the Board of Directors must be a member of this corporation. If a subdivision lot is owned by more than one person, the membership relating thereto shall nevertheless have only one vote which shall be exercised in the manner provided for in the By-Laws. Class B Members shall have a weighted vote as provided in Article IV, Section 2 of the Declaration.

## XII.

This corporation shall never have or issue shares of stock nor will it ever have nor provide for non-voting membership.

## XIII.

This corporation shall have all of the powers set forth and described in Chapter 617, Florida Statutes, as presently existing or as the same may be from time to time amended, together with

those powers conferred by the aforesaid Declaration, these Articles of Incorporation and all lawful By-Laws of the corporation.

#### XIV.

The corporation shall indemnify any and all persons who may serve or who have served at any time as directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced) actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them are made parties, or a party, or which may be asserted against them or any of them, by reason of having been directors or officers or a director or officer of the corporation, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members or otherwise.

#### ARTICLE XV - REGISTERED AGENT

The registered agent appointed by Barrataria Island Association, Inc., as agent to accept service of process within this State shall be Clarence G. King, Jr. located at 3599 University Boulevard South, Jacksonville, 32216, Duval County, State of Florida.

#### ARTICLE XVI - REGISTERED OFFICE

The registered office of the Corporation shall be Barrataria Island Association, Inc., 3599 University Boulevard South, Jacksonville, Florida, 32216.

C. G. King, Jr.  
C. G. KING, JR.

Jan Dusek  
JAN DUSEK

Jacqueline B. Johns  
JACQUELINE B. JOHNS

STATE OF FLORIDA     )  
                              :SS  
COUNTY OF DUVAL     )

Before me personally appeared C. G. KING, JR, JAN DUSEK, and JACQUELINE B. JOHNS, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State named above this 24th day of August, 1976.

Janet E. Thornberg  
Notary Public, State of Florida at 1  
My Commission expires: EXPIRES 12/31/77

(Notarial Seal)



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST -- THAT Barrataria Island Association, Inc.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF

Jacksonville, STATE OF Florida, HAS  
(CITY) (STATE) 3599 University

NAMED Clarence G. King, Jr., LOCATED AT 1309 PROTER  
(NAME OF RESIDENT AGENT) (STREET)

Title Building, 1101 West Forsyth Street, Boulevard South  
ADDRESS AND NUMBER OF BUILDING, POST OFFICE BOX ADDRESSES ARE NOT  
ACCEPTABLE)

CITY OF Jacksonville, STATE OF FLORIDA, AS ITS AGENT  
(CITY)

TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA:

SIGNATURE [Signature]  
(CORPORATE OFFICER)

TITLE President

DATE August 25, 1976

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, 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.

SIGNATURE [Signature]  
(RESIDENT AGENT)

DATE August 25, 1976

FILED  
AUG 30 9 51 AM '76  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

**BY-LAWS  
OF  
BARRATARIA ISLAND ASSOCIATION, INC.  
A Florida Corporation Not For Profit**

1. IDENTITY.

1.1 Applicability. These are the By-Laws of BARRATARIA ISLAND ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapter 617, Florida Statutes, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to own, operate, maintain and control common areas and easements for roadways and utilities, upon certain real property in St. Johns County, Florida, as set forth in the Declaration of Community Ownership, Covenants and Restrictions for Barrataria Island as amended December 1, 2000 (which property and Declaration are hereinafter sometimes referred to as the "Subdivision" and "Declaration", respectively). The provisions of these By-Laws are applicable to the Association and are subject to the provisions of the Declaration, and the Articles of Incorporation for Barrataria Island Association, Inc. (hereinafter the "Articles"). All members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of lots in the Subdivision and other persons using the lots or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

1.2 Office. The office of the Association shall be at such place as may be established by resolution of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of June through the last day of May.

1.4 Seal. The seal of the Association shall bear the name of "Barrataria Island Association, Inc." the word "Florida", the words "Non-Profit", and the year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. The qualification of Members of the Association (the "Members"), and the manner of their admission to membership and termination of such membership, shall be as set forth in Article III of the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the membership entitled to vote upon any matter or matters arising at said meeting.

2.3 Voting. The classes of voting membership and manner of voting shall be as set forth in Article III of the Articles and Article IV of the Declaration, the provisions of which are incorporated herein by reference.

2.4 Vote Required. Except as otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

2.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the owner executing it.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in Florida, and at such time as may be specified in the notice of the meeting, on the second Saturday in May of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Saturday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 Special Meeting. Special Meetings of the entire membership of the Association shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members shall be given by the Secretary or a nominee of a majority of the Board of Directors to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called.

(b) Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for the meeting, and shall be mailed or delivered personally to each member. If delivered personally, receipt of notice shall be signed by the Member, indicating the date received and shall constitute that Member's waiver of his right to receive notice by mail. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association.

(c) Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed by regular mail or delivered personally to the Member in the manner provided above.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, or after the holding of the meeting, shall constitute notice to such Member.

(e) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the President, or in his absence, the Vice president shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner and available for inspection by Directors, members and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (a) Calling of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading or waiver of reading of minutes of previous meeting of Members
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Appointment by Chairman of inspections of election
- (g) Election of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Adjournment

4. BOARD OF DIRECTORS. Directors shall be elected in the following manner:

(a) Commencing with the election of the Board to succeed the first Board as designated in the Articles, the Members of the Association shall elect not less than three (3) nor

more than seven (7) Directors, by a plurality of the votes cast at the annual meeting of the general membership.

(b) Vacancies on the Board may be filled, through the unexpired term thereof, by appointment of a successor by a majority vote of the remaining Directors.

(c) In the election of Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected, it being the intent hereof that voting for Directors shall be noncumulative.

4.2 Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

4.3 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted conspicuously on the community property at least forty-eight (48) hours in advance for the attention of Lot Owners, except in an emergency.

4.4 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Except in an emergency, or unless notice is waived, not less than two (2) days' notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.5 Notices. Notice of any meeting where assessments against Lot owners are to be determined shall be given to all Members as provided in Article V. Section 4 of the Declaration (which is incorporated herein by reference) and shall contain a statement that assessments will be determined and the nature of any such assessments.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. If assessments are to be determined, however, at a meeting of the Board, then 60% of all members present in person, or by proxy, shall constitute a quorum but the members shall not be entitled to vote at said meeting. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the

Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 Action Without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

4.10 Removal. Directors may be removed from office with or without cause by the vote or written agreement of a majority of all Members.

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Vice President shall preside.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declarations (s), and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect assessments against Members and Members' Lots for the purposes, and in the manner, provided in Article V of the Declaration, the provisions of which are incorporated herein by reference;

(b) Own, maintain, repair, replace, operate and manage the Common Areas and easements for roadways and utilities in the Subdivision wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(c) Repair and reconstruct improvements in said Common Areas and easements after casualty;

(d) Make and amend regulations governing the use of the Common Areas in the Subdivision, real and personal, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(e) Contract for the management and maintenance of the property owned by the Association and to authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparations of records, enforcement of rules and maintenance, repair and replacement of the common elements and property owned by the Association with funds as shall be made available by the Association for such purposes. Any such contract shall be terminable for cause upon the giving of thirty (30) days prior written

notice, and shall be for a term of from one (1) to three (3) years. Any such contract shall be renewable by consent of the Association and the management agent. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of the property;

(g) Pay all taxes and assessments which are liens against any part of the Subdivision other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

(h) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(i) Pay all costs of power, water, sewer and other utility services rendered to the Subdivision or to the Association and not billed to the owners of the separate lots;

(j) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

## 5. OFFICERS.

5.1 Generally. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. A Board member may hold only one office on the Board at a time. The office of President and Secretary or Assistant Secretary shall not be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

5.3 Vice President. The Vice president shall, in the absence or disability of the President, exercise the powers and perform the duties of president. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members; shall attend to the affairs of the Association; and shall have such additional powers as the Board may designate.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness; shall keep the assessment roll and accounts of the Members; shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Property for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for the purpose of making available to the owner of Lots such services as are contemplated by the provisions of Section 4.13 of these By-Laws.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures. Written summaries shall be supplied at least annually to members. Such records shall include, but not be limited to:

- (a) A record of all receipts and expenditures.
- (b) An account for each Lot which shall designate the name and address of the Lot owner, the amount of each assessment, dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

6.2 Inspection of Books. Financial reports and the membership records shall be maintained in the office of the Association and shall be available to members for inspection during normal business hours. The Association shall issue an annual financial report to Lot owners.

6.3 Annual Budget. The Board shall adopt, for, and in advance of, each fiscal year, unless the members are notified otherwise, a budget showing the estimated cost of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the common expenses, which shall include without limitation, the cost of operating and maintaining the common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to lots, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed

against and collected from the owner (s) of each Lot, and due date (s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each member at least thirty (30) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time and place of said meeting, which shall be open to Members. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 Amount of Budget. If a budget is adopted by the Board which requires assessment of the Lot owners in any budget year exceeding one hundred fifteen percent (115%) of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Members, a special meeting of the Members shall be held upon not less than ten (10) days written notice to each Member, but within thirty (30) days of the delivery of such application to the Board or any Member thereof, at which special meeting Members may consider only and enact only a revision of the budget, or recall any and all Members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the votes of all Members. The Board may, in any event, first propose a budget to the Members at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the votes of all Members either at such meeting or by writing, such budget shall not thereafter be reexamined by the Members in the manner herein above set forth.

In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from computation assessments for such betterments to Association property.

6.5 Notice of Adopted Budgets. Upon adoption of budgets, the Board shall cause written copies thereof to be delivered to all Members. Assessments shall be made against Members pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

6.6 Assessments. Unless otherwise determined by the Board of Directors, assessments shall be payable monthly on the first day of each calendar month, but in no event shall amounts be payable less often than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made as required, in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal

year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.7 Special Assessments. Special assessments, if required and approved by the Members at a duly convened meeting as provided in Article V, Section 3 of the Declaration, shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessment are: (i) those chargeable to all Members in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Area (including fixtures and personal property related thereto).

6.8 The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the Directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.9 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

6.10 Fidelity Bonds. The Board of Directors may direct that all officers, directors, employees, agents and contractors of the Association and their employees and agents, who are responsible for or who handle Association funds shall be bonded in an amount equal to at least one hundred fifty percent (150%) of the Association's estimated annual budget, including reserves. The premiums of said bonds shall be paid by the Association.

7. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these By-Laws.

8. AMENDMENTS TO ARTICLES OF BY-LAWS. Amendments to the Articles or these By-Laws shall be proposed and adopted in the following manner:

8.1 Proposal. Amendments to these By-Laws or the Articles may be proposed by the Board, acting upon a vote of a majority of the Directors, or by Members owning a majority of the Lots whether meeting as Members or by instrument in writing signed by them.

8.2 Notice. Amendments to these By-Laws or the Articles may be considered and adopted at any duly convened meeting of the Board of Directors or Members, provided that prior written notice of said meeting specifying the proposed amendment has been given to all Directors and Members at least ten (10) days prior to the meeting, or said notice is appropriately waived by written waiver.

8.3 Content of Amendment. No provision in the By-Laws or Articles shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the

understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of provision See document . . . for present text". Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

8.4 Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the Board of Directors, if at a Directors meeting, or a majority vote of the Members, if at a Members meeting. Thereupon, such amendment or amendments to the Articles or By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of St. Johns County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

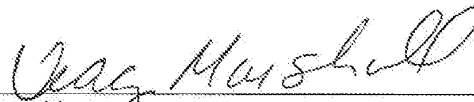
8.5 Written Vote. At any meeting held to consider such amendment or amendments to the Articles or By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

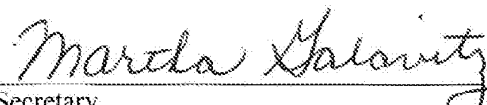
8.6 Proviso. Provided, however, that no amendment shall discriminate against any Lot owner or class or group of Lot owners unless the Lot owners so affected shall consent. No amendment shall be made that is in conflict with the Declaration.

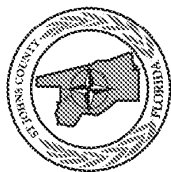
The foregoing were originally adopted as the By-Laws of BARRATARIA ISLAND ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, effective as of August 30, 1976, at a meeting of the Board of Directors on the 19th day of May, 2002 and amended April, 2002.

The undersigned certify that these By-Laws represent a true and correct copy of the By-Laws currently in effect for Barrataria Island Association, Inc. in all material respects. Further the undersigned certify that these By-Laws were reproduced and executed on this 19 day of October, 2015 for the purpose of Revitalization under Section 720.404 of the Florida Statutes, et seq.

BARRATARIA ISLAND ASSOCIATION, INC.

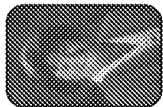
  
President

  
Secretary



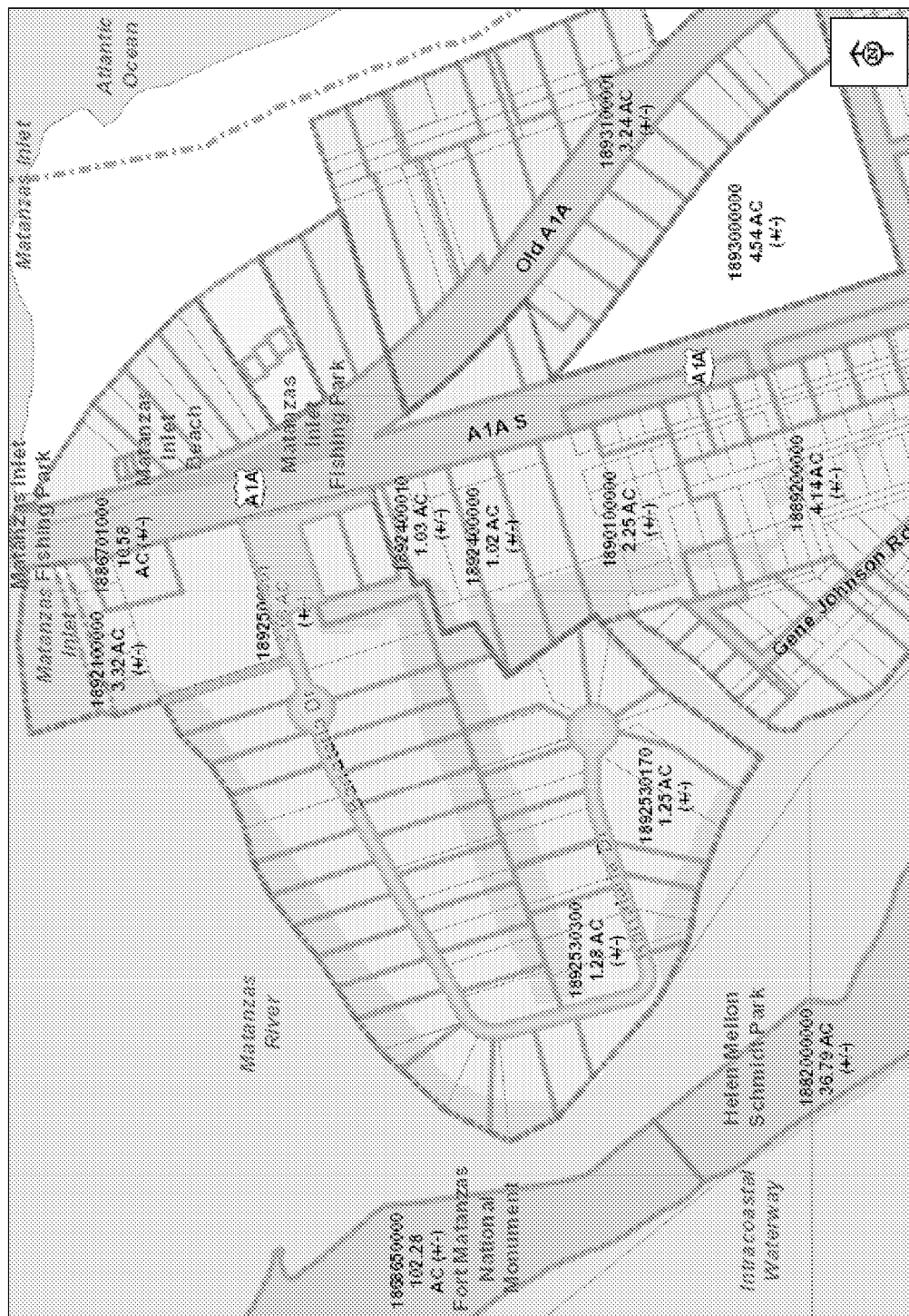
# Historic St. Johns County

Sharon Outland, Property Appraiser  
 www.sjcpa.us email: sjcpa@sjcpa.us



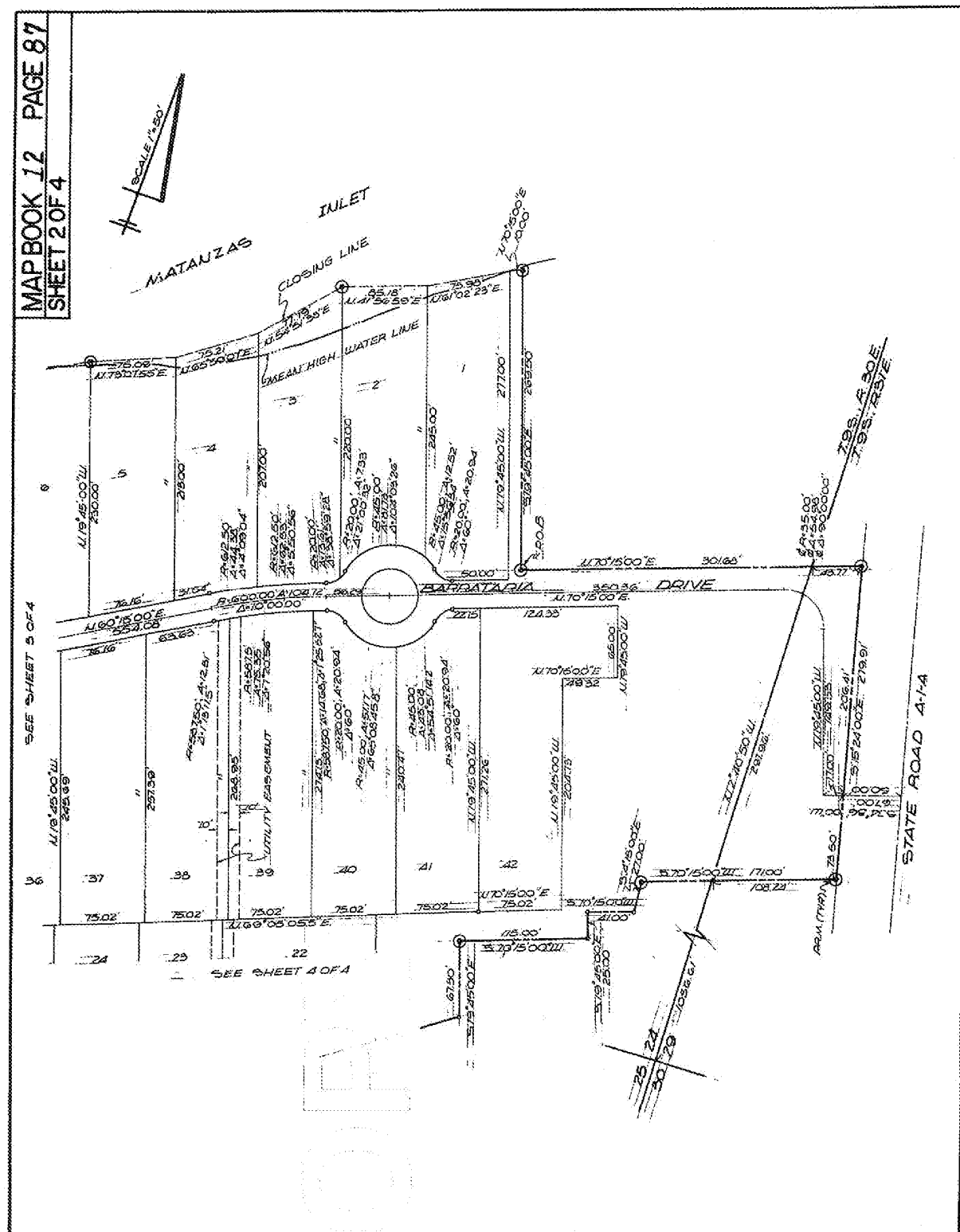
## Legend

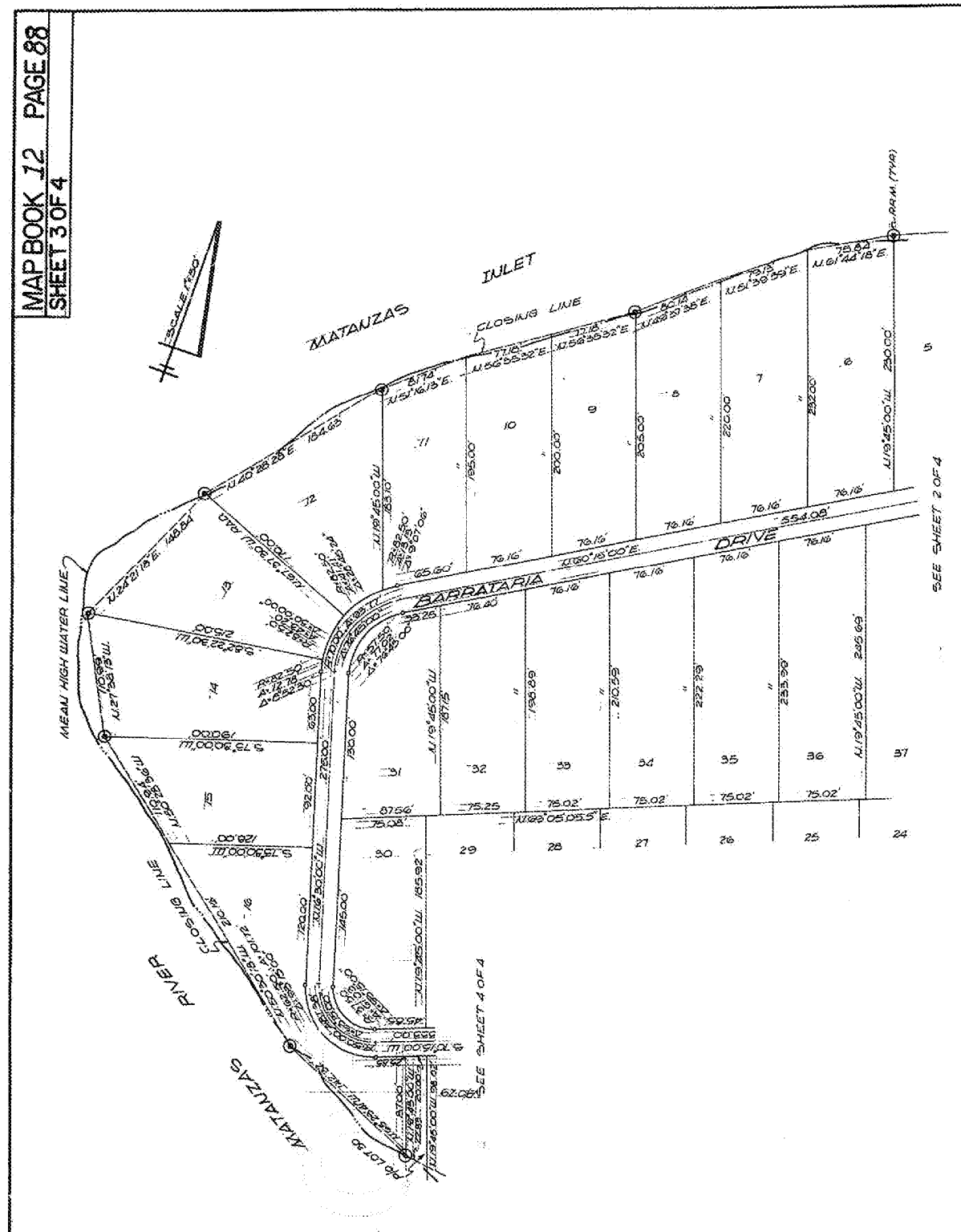
- County Boundary
- City Limits
- School Names
- Railroads
- Subdivisions
- Subdivision Sub Section with AKA
- Sub Unplatted
- Sub Platted
- Condominiums
- Water
- Parks

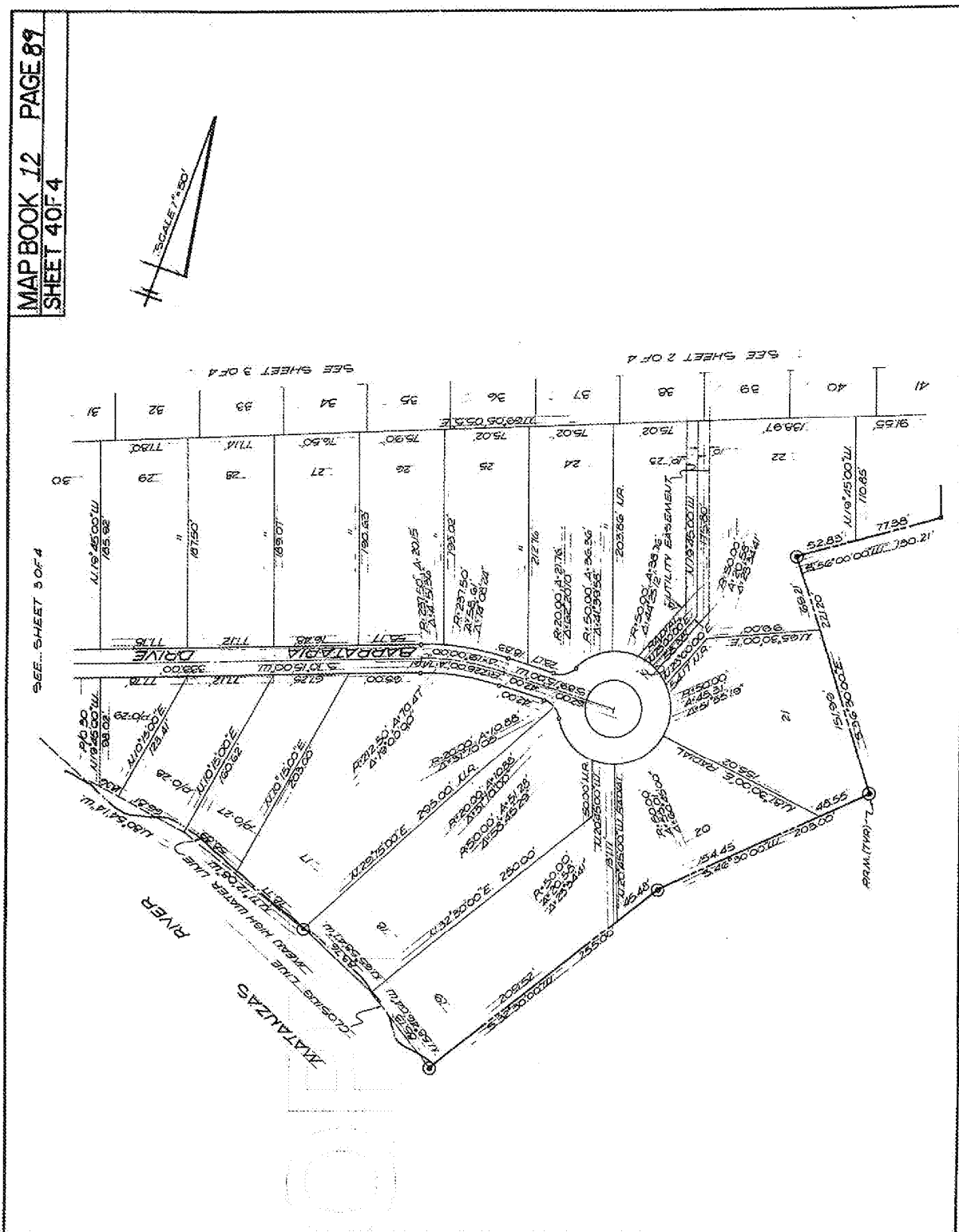


This information was derived from data which was compiled by the St. Johns County Property Appraiser's Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's Office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad-valorem assessment purposes.









Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-148

September 21, 2015

James J. Roche, Esq.  
Jackson Law Group  
1301 Plantation Island Drive, Suite 304  
St. Augustine, FL 32080

Re: **Barrataria Island Association, Inc.**

Dear Mr. Roche:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Barrataria Island Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

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

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ana Richmond', is written over a horizontal line.

Ana Richmond, Chief  
Bureau of Community Planning

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

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

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

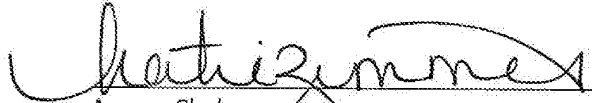
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 23<sup>rd</sup> day of September 2015.



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

By Certified U. S. Mail:

James J. Roche, Esq.  
Jackson Law Group  
1301 Plantation Island Drive, Suite 304  
St. Augustine, FL 32080

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning