

THE DELTONA CORPORATION *
A Delaware corporation *
TO WHOM IT MAY CONCERN *

DECLARATION OF RESTRICTIONS

OFF REC 748 PAGE 2060

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, authorized to transact business in the State of Florida, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in St. Johns County, Florida; and

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

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to the hereinafter described property located in ST. AUGUSTINE SHORES UNIT ONE and to limit the use of said property.

NOW, THEREFORE, the Subdivider does hereby declare that the following described property, situate, lying and being in St. Johns County, Florida; to-wit:

Lots 5 and 6 of Block 12 of ST. AUGUSTINE SHORES UNIT ONE, according to the plat thereof recorded in Plat Book 11, Pages 63 through 71 inclusive of the Public Records of St. Johns County, Florida.

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

Use Restrictions

1.01 The above described lots shall be known and described as Commercial-Business and said lots or any buildings constructed thereon may only be used for the following purposes: all of the Permitted Principle Uses, Permitted Accessory Uses and Permissible Uses by Exception described in Section IV, Paragraph 4 of St. Johns County, Florida Ordinance 79-73, recorded in Ordinance Book 3, at Page 685, as such Ordinance may be amended from time to time; with the exception that warehousing, manufacturing and storage of lumber and building supplies shall not be allowed. Lots as used

herein shall be equivalent to the term lot as it is used in the Articles of Incorporation and By-Laws, as they may exist from time to time, for St. Augustine Shores Service Corporation, Inc., a Florida corporation not-for-profit (the "Service Corporation").

Setback Restrictions

2.01 No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front property line of said lots, nor nearer than twenty (20) feet to any side property line, nor nearer than ten (10) feet to the rear property line of said lots.

2.02 When two or more lots are used as a single building site, the setback restrictions contained herein shall apply to the exterior perimeter of the combined site. For purposes of this covenant, eaves and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on said lots to encroach upon the abutting property or easement.

Resubdivision and Site Size Restrictions

3.01 No lot shall be divided or resubdivided without prior written approval of the Subdivider, its successors or assigns; which approval shall not be unreasonably withheld. Approved divided or resubdivided portions of said lots must extend from the fronting street and the existing rear property line.

Nuisances, Trash, etc.

4.01 No noxious or offensive trade shall be carried on upon said lots, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

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

4.03 No sign shall be displayed to the public view on said lots without prior approval of the Architectural Design Committee, which approval shall not be unreasonably withheld, except one (1) sign of not more than forty

(40) square inches advertising property for sale or rent. Notwithstanding the above, any sign not in accordance with this Section which exists as of the date of this Declaration of Restrictions shall be permitted, provided however any replacement thereof shall be in accordance with this Section.

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

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots. Notwithstanding the above, any use of the said lots in connection with a bona fide pet store or shop (retail only), shall be considered a permitted use.

4.06 Said lots or tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept on said lots, except in sanitary containers, which shall be maintained in a clean and sanitary condition.

4.07 No tractors, trucks or trailers may be parked overnight on said lots or on any of the adjoining streets, roads or parkways.

4.08 No clothesline or clothes pole may be placed on said lots.

4.09 No antenna or aerial shall be installed or placed on said lots or to the exterior of any building or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section.

4.10 No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Service Corporation or its duly appointed Architectural Design Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, the Service Corporation shall

have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a reasonable sum therefore and the Service Corporation shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Service Corporation within thirty (30) days after a bill therefor is deposited in the mail, addressed to the last known owner or lessee, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article 10.07 hereof. The Service Corporation, its agent or the Architectural Design Committee, or its agent shall, have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, hedges, fences, trees, or landscaping features including but not limited to standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 Said lots shall be limited to the installation and use thereon of one (1) individual well per lot, which may only be used for irrigation systems, sprinkler systems, swimming pools or air conditioning systems. Upon completion of construction of each such well and prior to its being placed into service, a sample of water from the well shall be analyzed by a competent laboratory and the written results of such test shall be furnished to the local utility company providing central water service to said lots. The chemical characteristics and standards of the water shall be as set forth by the Department of Environmental Regulation or its successor agencies, as may be amended from time to time, with the exception that there shall be no limits for iron and manganese. No storm water or water from individual water wells located on said lots shall be discharged in such a manner that such water will enter the sewer mains installed by the local utility company without written permission from the local utility company providing central sewer service to said lots.

Obstruction to Sightlines

6.01 No fence, sign, wall, hedge or shrub planting within the public street right-of-way which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted. No tree

shall be permitted to remain within such distance unless the foliage line is maintained at sufficient low height to prevent obstruction of such sightlines.

Easements

7.01 All easements of record for utilities, drainage canals and other purposes are hereby reserved as perpetual easements for the intended use and maintenance thereof.

Drainage

8.01 No changes in elevations of the land shall be made to said lots which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

Architectural Design Committee

9.01 No buildings, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee, appointed from time to time by the Service Corporation or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two (2) persons, neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their non-compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or

altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures of similar use erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

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

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

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

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

9.06 For the purpose of making a search upon, or guaranteeing or insuring

title to, or any lien and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or locations or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures of similar use within the Subdivision. In the event, either with or without the approval of the Committee or its agent, the size and setback requirements of said structure shall conform with the requirements contained in these restrictions.

9.08 Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions

by the Committee, may be done by the duly appointed agent of the Committee, which authority may be further delegated.

Provisions for Fees for Maintenance and Upkeep

10.01 Each and every of said lots shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is the Service Corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to that certain Declaration of Restrictions affecting certain lots in St. Augustine Shores Subdivision Unit One, as recorded in Official Records Book 188 at Page 269 et seq. of the Public Records of St. Johns County, Florida (the "Unit One Restrictions"), as such By-Laws may be amended from time to time. No modification or amendment to the By-Laws of the Service Corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any real property or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

10.02 Each and every owner of said lots, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall transfer to a subsequent owner upon the sale, transfer or disposition of the member's interest in said lots. Each member shall be entitled to one (1) vote in the affairs of the Corporation for each lot owned by said member. In the event a lot is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

10.03 The monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots subject thereto, whether vacant or occupied, is presently

\$14.00. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly fee per lot shall not be raised more than twenty-five percent (25%) of the then existing fee during that calendar year. Said fees may not be raised to a sum more than double the initial fee, without the joint consent of the owners of record of not less than 51%, in number, of all the owners subject thereto who actually vote for or against said increase, including the owners of those lots covered by other restrictions containing similar provisions affecting other lots or tracts shown on plats of real property of St. Augustine Shores Subdivision, whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to expend more for the service hereinafter enumerated than is collected by said fees. For purposes of this Section, the "initial fee" shall be defined as \$7.00, the initial fee established by the Unit One Restrictions, defined above. In regard to said joint consent, the owner of each lot shall be entitled to one (1) vote for each lot owned by him and each lot shall not be entitled to more than one vote.

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

10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the maintenance and upkeep of any lots owned

by the Subdivider prior to the first sale, conveyance or lease of said lots and tracts by the Subdivider. The Service Corporation shall account to the lot owners as to the method of spending of said funds at least once each and every calendar year. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06 The Service Corporation may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

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

10.08 Said lien shall be subordinate to any institutional first mortgage

or first trust. Where an institutional first mortgagee or lender of record of a lot obtains title to the lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot or tract in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot or tract owner of such lot or tract which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering the lot.

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

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

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

shall have become due during their ownership thereof.

10.12 The Service Corporation shall apply the proceeds received from such fees towards the payment of the costs of any of the following matters and things in any part of St. Augustine Shores Subdivision, whether within the lot partially or fully restricted by other restrictions recorded or intended to be recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shores Subdivision, namely:

(A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-ways now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas contiguous thereto neat, attractive, and in good order.

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

(C) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 10.12 (A) through (D) are due and payable by the Service Corporation.

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

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

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

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

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

Additional Restrictions

11.01 The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Section 10.03 herein pertaining to the amount and fixing of fees.

Definition of "Successors or Assigns"

12.01 As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot or parcel in the Subdivision from the Subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the Subdivider,

who are designated as such by an instrument in writing signed by the Subdivider and recorded among the Public Records of St. Johns County, Florida, specifically referring to this provision of these restrictions.

Duration of Restrictions

13.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until June 1, 2017 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1988, by vote of ninety (90) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, or commencing with the year 2008, by vote of seventy-five (75) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

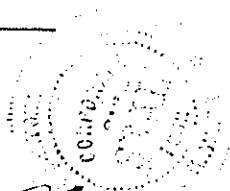
IN WITNESS WHEREOF, the Subdivider, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida, this 18 day of June, 1987.

Witnesses:

David M. Hurd

THE DELTONA CORPORATION

BY: *Robert L. Weintraub*
ROBERT L. WEINTRAUB
Senior Vice President



Peter D. Hest

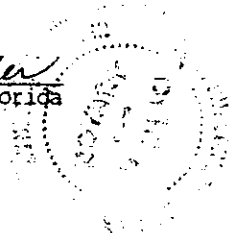
ATTEST: *Michelle R. Garbis*
MICHELLE R. GARBIS
Vice President and
Corporate Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 18 day of June, 1987, before me personally appeared ROBERT L. WEINTRAUB and MICHELLE R. GARBIS, Senior Vice President and Vice President/ Corporate Secretary respectively, of THE DELTONA CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

Lynda K. Weller
Notary Public, State of Florida
at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 15, 1988
BONDED THRU GENERAL INS. UND.

VERIFIED BY
[Signature]

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

1987 JUN 23 PM 3:12

Paul "Bud" Munkel
CLERK OF CIRCUIT COURT

ST. AUGUSTINE SHORES SUBDIVISION
AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, hereinafter referred to as the "Subdivider", is the owner of the following described property, situate, lying, and being in St. Johns County, Florida; and,

WHEREAS, the following described property is subject to restrictions and limitations of record, recorded in the Official Records of St. Johns County, Florida, in Book 188, Pages 252-268, and,

WHEREAS, the first sentence of Paragraph 11.03 of said restrictions states as follows, namely: "The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lot subject hereto, whether vacant lots or improved lots, shall be \$7.00", and,

WHEREAS, the aforementioned seven (\$7.00) dollar monthly payment by the owners of lots subject hereto collectively is less than the total amount of expenses incurred in maintaining and keeping up the subject lots and surrounding properties, and,

WHEREAS, it is necessary and desirable for such total of monthly fees to be equal to or greater than expenses incurred in maintaining and keeping up the subject property, and,

WHEREAS, it is now desired to amend the said restrictions in accordance with Paragraph 11.03 and in accordance with other terms and provisions of the restrictions, as set forth herein.

NOW, THEREFORE, the Subdivider, as the Class B member of St. Augustine Shores Service Corporation, and at the time of this Amendment the only voting member of the Service Corporation, does hereby declare that each and every of the lots located in the following described property, situate, lying and being in St. Johns County, Florida, to-wit:

ST. AUGUSTINE SHORES SUBDIVISION,
Unit One, according to the plat
thereof, recorded in Plat Book 11,
Pages 63 through 71, inclusive,
and as replatted and recorded in
Plat Book 11, Pages 76-80, inclu-
sive, of the Public Records of
St. Johns County, Florida

are hereby restricted as follows, and such restrictions and
limitations are intended to be, and shall be taken as
covenants to run with the land, and are as follows, to wit:

FIRST: Paragraph 11.03 of said Restrictions is
hereby amended and changed effective as of April 22, 1974, so
that after said amendment and change, said Paragraph 11.03
will read as follows:

The initial monthly fee to be paid to the
Service Corporation for maintenance and
upkeep as is further described herein upon
each and every of said lots subject thereto,
whether vacant lots or improved lots, shall
be \$7.00. Said fees shall be due and payable
in advance on or before the first day of each
and every month for the next succeeding month.
Initial fees for a partial month may be
collected in advance on a prorated basis. The
Service Corporation may, but shall not be
required to, provide for a reasonable rate of
interest to accrue on any of said overdue
installments and may change the rate of
interest from time to time. Said rate of
interest, however, may not exceed the prevail-
ing mortgage rate allowed by the Federal
Housing Administration (FHA) from time to time.
The Service Corporation may increase said fees
from time to time as is hereinafter provided,
but said initial fees shall not be increased
prior to January 1, 1973. Thereafter, said
fees may be increased or decreased by the
Service Corporation except that the said monthly
charge or fee per lot shall not be raised more
than twenty-five (25%) percent of the then
existing fee during any one calendar year. Said
fees may not be raised to a sum more than double
the initial fees without the joint consent of the
owners of record of not less than 51%, in number,
of all the lot owners subject thereto who actually
vote for or against said increase including the
owners of those lots covered by other restrictions
containing similar provisions affecting other lots
shown on plats of units of St. Augustine Shores
Subdivision whether recorded now or in the future,
and if said fees are decreased or extinguished by
the Service Corporation, the services provided by
the Service Corporation may be decreased or extin-
guished so that the Service Corporation shall not
be required to pay more for the services herein-
after enumerated than is collected by said fees.
In regard to said joint consent, the owner of
each lot shall be entitled to one vote for each
lot owned by him and each lot shall not be entitled
to more than one vote.

Effective May 1, 1974, the monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described in the aforementioned declaration of restrictions upon each and every of said lots subject thereto, whether vacant lots or improved lots, shall be \$8.75.

SECOND: That all of the terms, conditions, obligations, covenants, and agreements of said Restrictions other than those specifically amended and modified hereby shall remain in full force and effect. The liabilities, rights, and obligations under said Restrictions shall be the same as if the modification and amendments set forth in the paragraph labeled "FIRST" hereof had originally been embodied in said Restrictions with all the other terms and provisions thereof remaining as originally set forth in said restriction.

IN WITNESS WHEREOF, the Subdivider, a Delaware corporation, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida this 23rd day of April, 1974.

WITNESSES:

THE DELTONA CORPORATION

Paul L. Casarini

By James E. Vensel
James E. Vensel, Senior
Vice President

Oliver L. Earl

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

ATTEST:
William L. Earl
William L. Earl, Secretary

JUN 7 1 21 PM '74

STATE OF FLORIDA
COUNTY OF DADE

Oliver L. Earl
CLERK CIRCUIT COURT

I HEREBY CERTIFY that on this ^{23rd} day of April, 1974, before me personally appeared JAMES E. VENSEL and WILLIAM L. EARL, Senior Vice President and Secretary respectively, of THE DELTONA CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

VERIFIED BY

HSK

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAR. 1, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Harold H. [Signature]
NOTARY PUBLIC, State of Florida at Large

State of Florida }
County of St. Johns }

I, OLIVER LAWTON, Clerk Circuit Court, Seventh Judicial Circuit of Florida, in and for St. Johns County, Florida, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of ST. AUGUSTINE SHORES SUBDIVISION AMENDMENT TO DECLARATION OF RESTRICTIONS

as the same appears of record in the office of the Clerk of the Circuit Court, St. Johns County, Florida, in Official Record Book No. 255, Page s 609-610-611, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 22nd Day of November, A. D. 1974.

(SEAL, CIRCUIT COURT,
7TH JUDICIAL CIRCUIT,
ST. JOHNS COUNTY, FLORIDA)

OLIVER LAWTON
Clerk Circuit Court
By Carl P. Marshall
Deputy Clerk

THE DELTONA CORPORATION *
A Delaware Corporation *
TO WHOM IT MAY CONCERN *

DEE REC 188 PAGE 252

DECLARATION OF RESTRICTIONS

71 1180

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in St. Johns County, Florida; and

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

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in St. Augustine Shores Unit One and to limit the use for which each and every of said lots located in St. Augustine Shores Unit One is intended.

NOW, THEREFORE, the Subdivider does hereby declare that each and every of the lots located in the following described property, situate, lying and being in St. Johns County, Florida; to-wit:

ST. AUGUSTINE SHORES UNIT One according to the plat thereof, recorded in Plat Book 11, Pages 63 through 71 inclusive, of the Public Records of St. Johns County, Florida, less and excepting Tracts A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R,S,T,U,V,W and X,
Also Lots 1 through 6, inclusive of Block 12

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

Use Restriction

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

Setback Restrictions

2.01 No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot lines of said lots, nor nearer than six (6) feet, to any

interior side lot line, nor nearer than fifteen (15) feet to the rear lot lines of said lots, except that on corner lots no structure shall be permitted nearer than twenty-five (25) feet to the front lot line of said corner lot, nor nearer than fifteen (15) feet to the rear lot line, nor nearer than fifteen (15) feet to the side street line. Swimming pools, with or without enclosures, may not be erected or placed on the lots unless and until their location and architectural and structural design have been approved by the Architectural Design Committee of the Subdivider, its successors, or assigns. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

2.02 When two or more lots are used as one building site the setback restrictions set forth in Paragraph 2.01 above shall apply to the exterior perimeter of the combined site.

Residential Sites and Building Size Restrictions

3.01 None of said lots shall be divided or resubdivided unless both portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street line to existing rear property line.

3.02 No building shall be of a width less than twelve (12) feet exclusive of the attached garage or carport, either of which shall conform generally in architectural design and exterior materials similar to the main structure.

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

3.04 No residence shall be constructed or maintained upon any lot which shall have a smaller ground floor area (exclusive of porches, patios, garages and carports) than 650 square feet; provided, however, that with the written consent of the Architectural Design Committee, the minimum ground floor area of any home may be reduced by not more than 50 square feet, if such reduction, in the opinion of the Committee, would not be detrimental to the appearance of such home and to the subdivision.

Nuisances, Trash, Etc.

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

neighborhood.

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

4.03 No sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than forty (40) square inches or one (1) sign of not more than forty (40) square inches advertising the property for sale or rent. Such "For Sale" or "For Rent" sign shall be securely nailed or otherwise fastened securely to a stake or post which itself shall be fastened into the ground, which shall project not more than three (3) feet above the surface of the ground. The Subdivider, however, may erect and maintain on said property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property, regardless of whether they conform to the above standards.

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

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained under control at all times.

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

4.07 No tractors, trucks or trailers may be parked overnight on any of the streets, roads or lots in this subdivision.

4.08 No clothesline or clothes pole may be placed on any lot unless it is placed on the lot in such manner as to make it least visible to any street, and it is not attached to the main residence.

4.09 No antenna or aerial shall be installed or placed on any lot or property or to the exterior of any single family dwelling or accessory building thereto unless

written permission is obtained from the Architectural Design Committee. Standard automobile aeriads and standard aeriads attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section.

4.10 No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of St. Augustine Shores Service Corporation or its duly appointed Architectural Design Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, the St. Augustine Shores Service Corporation as is hereafter described shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee of the lot a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Service Corporation within 30 days after a bill therefor is deposited in the mails addressed to the last known owner or lessee of the lot at the address of the residence or building on said lot, or at the address of the owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article 11.00 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 Each lot shall be limited to the installation and use thereon of one individual well which may only be used for irrigation systems, sprinkler systems, swimming pools or air conditioning. Upon completion of construction of each such well and prior to it being placed into service, a sample of water from the well shall be analyzed by a competent laboratory and the written results of such test shall be furnished to the Utility. The chemical characteristics of the water shall be as set forth by the Public Health Service Drinking Water Standards 1962 (.S.) and as amended from time to time, with the exception that there shall be no limits for iron and manganese. No storm water or water from individual water wells located on any of said lots shall be discharged in such a manner that such water will enter the sewer mains installed by the sewer

utility company without written permission from the sewer utility company.

Fences

6.01 No fences, wall, hedges or continuous plantings shall be permitted on vacant lots or within the area between the rear of a residence and the street property line. The purpose of this section is to restrict the use of fences, walls, hedges or continuous plantings within said area which are designed to fully or partially enclose, border or outline said lots or portions thereof and the purpose is not to restrict ornamental landscaping features and plantings designed to beautify said lots, notwithstanding the fact that said ornamental features and plantings may include incidental features and plantings of hedge not generally designed to enclose, border or outline the lot. In the event of any dispute between a lot owner and the Subdivider, or its agent or the Service Corporation or any other lot owner as to whether any feature is a fence, wall, hedge or continuous planting which is restricted by this section, the decision of the Architectural Design Committee, regarding said feature, shall be final.

Obstructions to Sight Lines

7.01 No fence, sign, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Easements

8.01 All easements for utilities, drainage canals and other purposes shown on the plats of St. Augustine Shores Subdivision recorded in the plat records of St. Johns County, Florida, are hereby reserved as perpetual easements for utility installations and maintenance.

8.02 All the lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating public sewers, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable T.V. and any other

method of conducting and performing any public or quasi-public utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each lot to a line five (5) feet from said side lot line or lines and running parallel therewith and an area extending from the rear lot line or lines of each lot to a line ten (10) feet from the said rear lot line or lines and running parallel therewith.

Drainage

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

Architectural Design Committee

10.01 No residences, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation (hereinafter referred to as the "Service Corporation") or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or

out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

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

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

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

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

10.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and

compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

10.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this Subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

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

Provisions For Fees For Maintenance and Upkeep

11.01 Each and every of said lots which has been sold, leased or conveyed by the Subdivider, except lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to Restrictions affecting certain lots in St. Augustine Shores Subdivision Unit 1, recorded in Book _____ at Page _____ of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change Section 11.03 herein pertaining to the amount and fixing of fees.

11.02 Every owner of any of said lots, whether he has acquired the Ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's lot. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1981, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members become voting members of the Corporation, said

members shall be entitled to one vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

11.03 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots subject thereto, whether vacant lots or improved lots, shall be \$7.00. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a pro-rated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1973. Thereafter, said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot shall not be raised more than twenty-five (25%) percent of the then existing fee during any one calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51%, in number, of all the lot owners subject thereto who actually vote for or against said increase including the owners of those lots covered by other restrictions containing similar provisions affecting other lots shown on plats of units of St. Augustine Shores Subdivision whether recorded now or in

the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot shall be entitled to one vote for each lot owned by him and each lot shall not be entitled to more than one vote.

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

11.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the maintenance and upkeep of any lots owned by the Subdivider prior to the first sale, conveyance or lease of said lots by the Subdivider. The Service Corporation shall account to the lot owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1972. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

11.06 The Service Corporation may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

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

11.08 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a lot obtains title to the lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The Federal Housing Administration (FHA) shall not be liable for the fees due subsequent to said acquisition until such time as said lot is sold or leased by the FHA or otherwise occupied as a residence or until four months after said acquisition whichever shall first occur. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a

mortgage encumbering a subdivision parcel.

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

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

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

11.12 The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any of said lots owned by the Subdivider which are subject thereto, prior to the first sale, conveyance or lease of said lots by the Subdivider, but shall be obligated to pay any such fees for any lot or lots acquired from successive owners of said lots.

11.13 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of St. Augustine Shores Subdivision, whether within the unit partially or fully restricted by these restrictions or within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shores Subdivision, namely:

- (A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas contiguous thereto neat, attractive, and in good order.
- (B) The cleaning and lighting of streets, walkways, pathways and public areas within or bordering upon the Subdivision, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.
- (C) Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 11.13 (A) through (D) and due and payable by the Subdivider or the Service Corporation.
- (D) The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

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

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

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

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

Additional Restrictions

12.01 The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Section 11.03 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as the commitment of FHA to the Subdivider to insure mortgages is outstanding.

Definition of "Successors and Assigns"

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

Duration of Restrictions

14.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2000, at which time said covenants and restrictions

shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1981, by vote of ninety (90) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, or commencing with the year 2001, by vote of seventy-five (75) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, THE SUBDIVIDER, A DELAWARE CORPORATION,
HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PROPER OFFICERS, WHO
ARE THEREUNTO DULY AUTHORIZED, AND ITS CORPORATE SEAL TO BE AFFIXED,
AT MIAMI, DADE COUNTY, FLORIDA, THIS 4th day of March, 1971.

WITNESSES:

Patience Morgan
Betty Hendren

THE DELTONA CORPORATION (SEAL)
BY James E. Vensel
ITS SENIOR VICE PRESIDENT

ATTEST:

John P. Mudd
ITS SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY THAT ON THIS 4th day of March, 1971,
ME PERSONALLY APPEARED JAMES E. VENSEL AND JOHN P. MUDD, SENIOR VICE PRESIDENT
AND SECRETARY RESPECTIVELY, OF THE DELTONA CORPORATION, A DELAWARE CORPO-
RATION, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE
FOREGOING INSTRUMENT AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN
MENTIONED, AND THAT THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPO-
RATION, AND THAT SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT MIAMI, IN THE COUNTY
OF DADE AND STATE OF FLORIDA, THE DAY AND YEAR LAST AFORESAID.

Betty Hendren
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY C
DOR

Instrument prepared by:
JAM I. LIVINGSTON, Esq.
3250 S. W. Third Avenue
Miami, Florida 33129

THE DELTONA CORPORATION *
A Delaware corporation *
TO WHOM IT MAY CONCERN *

DECLARATION OF RESTRICTIONS

OFF REC 613 PAGE 895

WHEREAS, THE DELTONA CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Subdivider" is the owner of the following described property, situate, lying and being in St. Johns County, Florida; and

WHEREAS, the following described property is not subject to any restrictions and limitations of records; and

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record as to the hereinafter described property located in ST. AUGUSTINE SHORES UNIT ONE and to limit the use of said property.

NOW, THEREFORE, the Subdivider does hereby declare that the following described property, situate, lying and being in St. Johns County, Florida; to-wit:

Lots 1 through 4 of Block 12 and Tracts "H", "G", and "F" of ST. AUGUSTINE SHORES UNIT ONE, according to the plat thereof recorded in Plat Book 11, Pages 63 through 71 inclusive of the Public Records of St. Johns County, Florida.

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

Use Restrictions

1.01 The above described lots and tracts shall be known and described as Commercial-Business and said lots and tracts or any buildings constructed thereon may only be used for the following purposes: all of the Permitted Principle Uses, Permitted Accessory Uses and Permissible Uses by Exception described in Section IV, Paragraph 4 of St. Johns County Ordinance 79-73, recorded in Ordinance Book 3, Page 685, with the exception that warehousing,

COMMERCIAL UNIT 1

manufacturing and storage of lumber and building supplies shall not be allowed. Both lots and tracts shall be equivalent to the term lot as it is used in the Articles of Incorporation and By-Laws for St. Augustine Shores Service Corporation, Inc.

Setback Restrictions

2.01 No building shall be erected on any of said lots and tracts nearer than twenty-five (25) feet to the front property line of said lots or tracts, nor nearer than twenty (20) feet on tracts, to any side property line, nor nearer than ten (10) feet to the rear property line of said lots or tracts, except that on corner lots or tracts, no structure shall be permitted nearer than twenty-five (25) feet to any street line. No side yard setbacks will be required on lots, if an existing building on adjacent lot is vacant. Unless no space is left between buildings on adjacent lots, a space of at least six (6) feet shall be left between such buildings. For purposes of this covenant, eaves and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on said lots or tracts to encroach upon the abutting property or easement.

Resubdivision and Site Size Restrictions

3.01 No lot or tracts shall be divided or resubdivided without prior written approval of the Subdivider. Approved divided portions of tracts must extend from the fronting street and the existing rear property line.

Nuisances, Trash, etc.

4.01 No noxious or offensive trade shall be carried on upon said lots or tracts, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

4.02 No trailer, basement, tent, shack, garage, barn or other out-building erected on said lots or tracts shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 No sign shall be displayed to the public view on said lots or tracts without prior approval of the Architectural Design Committee, except one (1) sign of not more than forty (40) square inches advertising property for sale or rent. The Subdivider, however, may erect and maintain on said property any signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property, regardless of whether they conform to the above standards.

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

4.05 No animals, livestock or poultry of any kind shall be raised, bred or kept on said lot or tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained under control at all times.

4.06 Said lots or tracts shall not be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition.

4.07 No tractors, trucks or trailers may be parked overnight on said lots or tracts or on any of the streets, roads or other lots in this subdivision.

4.08 No clothesline or clothes pole may be placed on said lots or tracts.

4.09 No antenna or aerial shall be installed or placed on said lots or tracts or property or to the exterior of any dwelling or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section.

4.10 No lawn, fence, hedge, tree or landscaping feature on any of said lots or tracts shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of St. Augustine Shores Service Corporation or its duly appointed Architectural Design Committee or its agent. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly, or unreasonably high, the St. Augustine Shores Service Corporation, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the owner or lessee of the lot or tract a reasonable sum therefor and the Service Corporation shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Service Corporation within 30 days after a bill therefor is deposited in the mail, addressed to the last known owner or lessee, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article 10.07 hereof. The Service Corporation or its agent or the Architectural Design Committee or its agent shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, hedges, fences, trees, or landscaping features including but not limited to standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 Said lots or tracts shall be limited to the installation and use thereon of one individual well which may only be used for

irrigation systems, sprinkler systems, swimming pools or air conditioning. Upon completion of construction of each such well and prior to its being placed into service, a sample of water from the well shall be analyzed by a competent laboratory and the written results of such test shall be furnished to the Utility. The chemical characteristics of the water shall be as set forth by the Public Health Service Drinking Water Standards 1962 (.S.) and as amended from time to time, with the exception that there shall be no limits for iron and manganese. No storm water or water from individual water wells located on said lot or tract shall be discharged in such a manner that such water will enter the sewer mains installed by the sewer utility company without written permission from the sewer utility company.

Obstruction to Sightlines

6.01 No fence, sign, wall, hedge or shrub planting within the public street right-of-way which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted. No tree shall be permitted to remain without such distance unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Easements

7.01 All easements of record for utilities, drainage canals and other purposes are hereby reserved as perpetual easements for utility installations and maintenance.

Drainage

8.01 No changes in elevations of the land shall be made to said lots or tracts which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

Architectural Design Committee

9.01 No buildings, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of said lots or tracts, unless a complete set of plans and specifications

therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Architectural Design Committee appointed from time to time by the Service Corporation or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of two persons neither of whom shall be required to own property in the Subdivision. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent, would render the proposed structure inharmonious or out-of-keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

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

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

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

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

9.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of said lots or tracts and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements

have been made in accordance therewith, or of a certificate as to any matters relating to the Committee be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

9.07 In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or locations or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required, provided that the design and location on the lot or tract conform to and are in harmony with the existing structures on the lots and tracts in this Subdivision. In the event, either with or without the approval of the Committee or its agent, the size and setback requirements of said structure shall conform with the requirements contained in these restrictions.

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

Provisions for Fees for Maintenance and Upkeep

10.01 Each and every of said lots or tracts shall be subject to the per lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation. The operation of the Service Corporation shall be governed by the By-Laws of the Service Corporation, a copy of which is attached to Restrictions affecting certain lots in St. Augustine Shores Subdivision Unit 1, recorded in Book 188 at Page 269 of the Official Records of St. Johns County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any real property or which would change Section 10.03 herein pertaining to the amount and fixing of fees.

10.02 Every owner of real property within said lots or tracts, whether he has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each owner shall automatically be and become a Class A member of this Corporation. Class A membership shall cease and terminate upon the sale, transfer or disposition of the member's interest in said property. The Subdivider, or its successors and assigns shall be the only Class B member of the Service Corporation. The Class B member shall be the only voting member of the Corporation until January 1, 1985, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of this Corporation at which time the Class A members shall become voting members of the Corporation. At such time as the Class A members

become voting members of the Corporation, said members shall be titled to one vote in the affairs of the Corporation for each lot or tract owned by said member and the Class B membership shall terminate. In the event a lot or tract is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. Said maintenance and upkeep fees shall not be increased without the prior written consent of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as a commitment of FHA to the Subdivider to insure mortgages is outstanding.

10.03 The initial monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each and every of said lots or tracts subject thereto, whether vacant or occupied, shall be \$10.00. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. Said rate of interest, however, may not exceed the prevailing mortgage rate allowed by the Federal Housing Administration (FHA) from time to time. The Service Corporation may increase said fees from time to time as is hereinafter provided. Said fees may be increased or decreased by the Service Corporation except that the said monthly charge or fee per lot or tract shall not be raised more than twenty-five (25) percent of the then existing fee during that calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than 51%, in number, of all the owners subject thereto who actually vote for or against said increase including the owners of those lots or tracts covered by other restrictions containing

similar provisions affecting other lots or tracts shown on plats of real property of St. Augustine Shores Subdivision whether recorded now or in the future, and if said fees are decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each lot or tract shall be entitled to one vote for each lot or tract owned by him and each lot or tract shall not be entitled to more than one vote.

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

10.05 The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the maintenance and upkeep of any lots or tracts owned by the Subdivider prior to the first sale, conveyance or lease of said lots and tracts by the Subdivider. The Service Corporation shall account to the lot and tract owners as to the method of spending of said funds at least once each and every calendar year. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then the accounting shall be conclusively presumed to be accurate as set forth therein.

10.06 The Service Corporation may comingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of St. Augustine Shores Subdivision, recorded now or in the future in

the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

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

10.08 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchasers of a tract obtains title to the lot or tract as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot or tract in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot or tract and chargeable to the former lot or tract owner of such lot or tract which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The Federal

Housing Administration (FHA) shall not be liable for the fees due subsequent to said acquisition until such time as said lot or tract is sold or leased by the FHA or otherwise occupied as a business or until four months after said acquisition whichever shall first occur. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

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

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

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

become liable for the payment of such fees and interest which shall have become due during their ownership thereof.

10.12 The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and things in any part of St. Augustine Shores Subdivision, whether within the lot or tract partially or fully restricted by other restrictions recorded or intended to be recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in St. Augustine Shores Subdivision, namely:

- (A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot and tract owners in St. Augustine Shores Subdivision or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-ways now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to, the cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas contiguous thereto neat, attractive, and in good order.
- (B) The cleaning and lighting of streets, walkways, pathways and public areas within or bordering upon the Subdivision, collecting and disposing of rubbish and litter therefrom but only until such time as such are adequately provided for by governmental authority.
- (C) Taxes and assessments, if any, which may be levied upon any

of the properties described in Paragraph 10.12 (A) through (D) are due and payable by the Subdivider or the Service Corporation.

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

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

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

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

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

Additional Restrictions

11.01 The Subdivider may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said lots or tracts provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots or tracts and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Section 10.03 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Federal Housing Administration (FHA) so long as any mortgages are insured by FHA in St. Augustine Shores Subdivision or so long as the commitment of FHA to the Subdivider to insure mortgages is outstanding.

Definition of "Successors or Assigns"

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

Duration of Restrictions

13.01 These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until January 1, 2012 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1988, by vote of ninety (90) percent of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, or commencing with the year 2008, by vote of seventy-five (75) percent

of the then owners of all of the lots or tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, the Subdivider, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida, this 3rd day of November, 1983.

Witnesses:

[Signature]

THE DELTONA CORPORATION
BY: [Signature]
FRANK E. MACKLE, III
President

[Signature]

ATTEST: [Signature]
MICHELLE R. GARBIS
Corporate Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 3rd day of November, 1983, before me personally appeared FRANK E. MACKLE, III and MICHELLE R. GARBIS, President and Corporate Secretary respectively, of THE DELTONA CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 15 1984
BONDED THRU GENERAL INS. UNDERWRITERS

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JAMES COUNTY, FLA
1983 NOV 14 AM 9:57

[Signature]
CLERK OF DISTRICT COURT
VERIFIED BY
K.C.O.

FINAL DEVELOPMENT PLAN
TRAILER STORAGE FACILITY
TRACT "S" UNIT ONE
ST. AUGUSTINE SHORES SUBDIVISION

EXHIBIT "B"
TO THE RESOLUTION

In accordance with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan prepared by the St. Augustine Shores Service Corporation, the Declaration of Restrictions and the following text regarding compliance with Section 8-4, are submitted for your consideration.

Ordinance Number: 79-73 of the Planned Unit Development for St. Augustine Shores modification passed and adopted June 20, 1985 reads: "All vehicles described below shall not be parked in any residential area (on any lot or tract; on any front, side or rear yard or on any street, road or right-of-way on this subdivision) except as may be required for normal loading or unloading of such vehicles:

1. Semi-tractor
2. Trailer
3. Tractor
4. Buses (including school buses)
5. Recreational vehicles
 - a. Motor homes
 - b. Campers
6. Boat, boat trailers and canoes
7. Trucks
 - a. Any truck 8500 GVWR or over
 - b. Any truck 8500 GVWR or under used for commercial purposes."

The purpose of this Final Development Plan is to permit the parking and/or storage of the following vehicles: recreational vehicles, motor homes, travel trailers, camp trailers, pickup campers, boats, utility trailers, boat trailers and commercial vehicles with a chassis rating of $1\frac{1}{2}$ tons or less within Tract "S" of St. Augustine Shores Unit One subject to the following conditions.

- 9-13-88
- (1) Such parking and/or storage shall be limited to such equipment owned or leased by property owners within the St. Augustine Shores Subdivision, or owned or leased by a bona fide house guest or lessee of a property owner.
 - X (2) Such equipment and the area of parking shall be maintained in a clean, neat and presentable manner and the equipment shall be in a usable condition at all times.
 - X (3) Such equipment shall, at all times, have attached a current vehicle registration, license plate and, if required, a current inspection sticker. All vehicles will be registered by owner with the St. Augustine Shores Service Corporation.
 - (4) No major repairs or overhaul work on such equipment shall be made or performed on the site.
 - (5) When parked on the site, such equipment shall not be used for living or sleeping quarters and shall not have attached thereto any service connection lines, except as may periodically be required to maintain the equipment and appliances.
 - (6) Such equipment shall be so secured so that it will not be a hazard or menace during high winds or hurricanes.
 - (7) The St. Augustine Shores Service Corporation is not responsible for loss, theft or damage to personal property or personal injury. Vehicles parked in unauthorized spaces are subject to removal at owners expense.
 - (8) Abandoned vehicles will be disposed of by those legal remedies provided by Florida Statutes.

Buffer zones:

(1) A "natural buffer" of 15' - 20' (and in some areas, much more ground area) exists, and will be maintained around the perimeter of Tract "S". A "natural buffer" is non-existent in the following locations, however, a "natural buffer" will be provided as indicated herein:

(a) Between Tract "S" and paralleling the following lots and blocks property lines, a "natural buffer" will be installed and co-maintained by the St. Augustine Shores Service Corporation and adjacent property owners:

1 - Block 35, Lot 6 (187 Estancia) and Block 35, Lot 8 (193 Estancia).....Extending from outermost side lot boundary lines of these adjacent properties and 15' beyond rear property lines: A planting to consist of wax myrtle, slash pine and silver thorn will be installed and maintained by the St. Augustine Shores Service Corporation. A 6' privacy fence will also be installed by the St. Augustine Shores Service Corporation on the Tract "S" side of the planting.

2 - Block 35, Lot A (201 Estancia).....The 10' barren area in the now existing natural buffer will be planted with wax myrtle and silver thorn by the St. Augustine Shores Service Corporation. That entity also assumes responsibility for the maintenance of the buffer.

3 - Block 35, Lot C (211 Estancia) and Block 35, Lot D (217 Estancia).....10 wax myrtles have been planted by the St. Augustine Shores Service Corporation in this barren area of the natural buffer. Additionally, 5 laurel oaks (6', 15 gallon) will be planted by that corporation. The plantings will be co-maintained by the St. Augustine Shores Service Corporation and the property owner located at 211 Estancia.

4 - The smaller breaks in the natural buffer located behind Block 35, Lots E, 16 and 17 (223 Estancia, 231 Estancia and 251 Lily respectively) will be planted with wax myrtle and 6' (15 gallon) slash pine, as required, to block the view of Tract "S" from those property owners. These areas of the natural buffer will be returned to their natural state and maintained by the St. Augustine Shores Service Corporation.

A description of Tract "S" use and contents:

- (1) Tract "S" - "A" (As depicted in Exhibit A)

Storage area with designated, reserved parking for owners of recreational vehicles (motor homes, campers, travel trailers, etc.)

Property owner access by key (locked gate) seven days per week.

Parking is permitted either in front of recreational vehicle in the 20' driving lane. In the event a property owner removes his recreational vehicle from the storage compound, he/she is permitted to park his privately owned motor vehicle (car, truck) in his reserved recreational vehicle space, until that vehicle is returned to his reserved space.

- (2) Tract "S" - "B" (As depicted in Exhibit A)

Operations and equipment of the maintenance function of the St. Augustine Shores Service Corporation.

Automobiles, trucks, tractors, trailers for transporting tractors and mowers, lawn care equipment, etc..

Associated maintenance and repair equipment, spare parts, tools, oils, chemicals, fluids, etc., required for routine maintenance and minor repairs.

Grass seed, fertilizer, and associated equipment

(The building depicted on Tract "S" Exhibit A contains a maintenance office, crew lounge area, and houses all of the foregoing)

A nursery used to replace plantings within St. Augustine Shores.

Two (2) above ground, 500 gallon fuel tanks (One for unleaded fuel and one for diesel fuel), to provide fueling requirement for automobiles, trucks, tractors, mowers and gas operated equipment owned by the St. Augustine Shores Service Corporation.

Employee access by key. Normal operating hours are eight (8) hours per day, five (5) days per week, Monday - Friday, Holidays excluded.

Employee parking as shown on Exhibit A in green as EP.

Tract "S" - "C" (As depicted in Exhibit A)

Same as Tract "S" - "A" (As depicted in Exhibit A) except that this area is for storage of boats, boat trailers, trailers (utility, pop-up, etc.), automobiles, trucks, etc.

Property owner access by key, seven days per week. (Keyed differently from Areas A and B.)

Planned expansion of Tract "S", in the future:

In the event expansion is planned, a Final Development Plan will be submitted containing a combination of fencing and natural 15' - 20' buffer zones. The natural buffer already in place would be utilized, to the extent possible. It is understood that vegetation planted in natural buffers will be common to the area (slash pine, oak, wax myrtle, etc.), and will present an appearance pleasing to the eye. The St. Augustine Shores Service Corporation will comply with St. Johns County Landscape (Green Law) Ordinance 79-19.

The St. Augustine Shores Service Corporation has formally requested that the Deltona Corporation remove all dry (inoperative/unusable) wells on Tract "S" at the earliest possible convenience.

The Declaration of Restrictions for Tract "S" of St. Augustine Shores Unit One, identified as Exhibit "C" to the Resolution, is provided with this submission in support of the request for Final Development Plan Approval.

Nothing contained in the Declaration of Restrictions shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). The St. Augustine Shores Service Corporation reserves the right to alter, amend, or allow to be amended, the Declaration of Restrictions, provided however, that if any alteration, amendment or series of alterations or amendments to the Declaration of Restrictions materially erodes the protection afforded by the Declaration of Restrictions so that the Board of County Commissioners of St. Johns County, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board may require that further alterations and amendments be submitted to it for approval prior to the recording of such alterations or amendments.

All building codes, zoning ordinances, and other land use and development regulations of St. Johns County as may be amended from time to time shall be applicable to this development except those permitting variances and special exceptions and except to the extent that they conflict with specific provisions of the approved development plan or PUD Ordinance. Modification to approved development plans by variance or special exception shall be prohibited.