

EXHIBIT "A"
P.U.D. MINOR MODIFICATION

7-30-87

AUD MOD
UNIT 7

Resolution of the Planning
and Zoning Agency, County of
St. Johns, State of Florida,
approving a Minor Modification
to :
DELTONA PLANNED UNIT DEVEL-
OPMENT, ORDINANCE NUMBER
79-73 and as amended by
RESOLUTION 81-93.

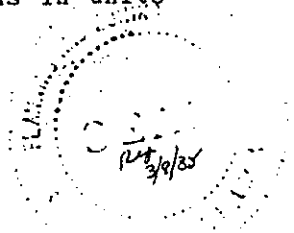
BE IT RESOLVED BY THE PLANNING AND ZONING AGENCY OF ST. JOHNS
COUNTY, FLORIDA:

SECTION 1. Pursuant to the request by Deltona Corporation
a minor modification to Deltona PUD, a Planned Unit
Development is as follows:

- Redesignation of the multi family units in Unit
7 to single family, reducing number of dwelling
units in Unit 7 from 1900 to 780 single family units.
- Re-affirm use of land in Unit 8 to single family
and reducing number of units from 375 to a maximum
of 230 units.
- Reallocates multi family units to undeveloped multi
family tracts to a maximum density of 20 dwelling
units per acre. Increasing allowable multi family
units by 320 units. These multi family units to
be located in Unit 2.
- Overall density reduction of 948 units.
- modification to the location of arterial roads
and residential drives in Units 7 and 8.
- Re-affirms commitments made in Ordinance regarding
units one- six.
- modification to provide two water front tracts
in Unit 7 for recreation in lieu of recreation site
previously shown in Unit 7.

SECTION 2. The following exhibits are attached hereto
and made a part of this Resolution:

- Letter dated September 30, 1987, signed by Charles
Faulkner, application request.
- Letter dated January 5, 1988, signed by Charles
Faulkner, regarding changes to original letter
- Letter dated January 21, 1988, signed by Charles
Faulkner, regarding clarification of application.
- Memorandum dated January 6, 1988 from C. Stapler,
regarding current and proposed open space and
recreational area.
- Letter dated December 22, 1987, signed by Charles
Faulkner regarding satisfaction of current zoning
(PUD) Ordinance violation
- Letter dated January 4, 1988 signed by Frank McElroy
regarding fire hydrant system compliance with PUD
Ordinance
- Letter dated December 15, 1987 signed by Deborah
D. Swain, regarding compliance with current zoning
(PUD) violation at utility site.
- Exhibit A, amended Master Development Plan.
- Exhibit B, existing and proposed sidewalks in Units
1-6.
- Exhibit C, existing and proposed bikepaths in units
1-6.



SECTION 3. All references herein regarding the Marina (Boat Ramp) site are to be deleted from this modification and all references regarding the proposed ballfield shall not be a part of this modification.

SECTION 4. All other commitments contained within adopted PUD Ordinance as amended and Final Development Plans shall remain in effect, except as modified herein.

PASSED AND ADOPTED THIS 21 day of Jan 1988.

PLANNING AND ZONING AGENCY:

Mike Kutzu
Chairman

ATTEST:

Rosemary Yeoman
Clerk





September 30, 1987

Mr. Jerry D. Napier
Planning & Zoning Coordinator
St. Johns County, Florida
County Administration Building
St. Augustine, Florida 32084

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Re: Proposed Modification to St. Johns County Ordinance No. 79-73, as amended (St. Augustine Shores PUD)

Dear Mr. Napier:

The Deltona Corporation ("Deltona"), the developer of St. Augustine Shores, requests a minor modification to St. Johns County Ordinance No. 79-73 [commonly referred to as the Planned Unit Development Ordinance for St. Augustine Shores (the "PUD")].

In 1979, the Board of County Commissioners of St. Johns County adopted the St. Augustine Shores PUD, which included a master plan for the community. In 1981, by Resolution No. 81-93, the Board of County Commissioners approved an amendment to the master plan, which included the land areas designated as Units 7 and 8.

NUMBER OF DWELLING UNITS

Deltona proposes the following minor modifications to the master plan; as illustrated on the Revised Master Plan attached hereto as Exhibit "A". These modifications only alter the allocation of housing types in specific units and will actually result in a reduction of the previously approved overall number of dwelling units in the subdivision. First, Deltona proposes the re-designation of the multi-family area in Unit 7 to single family. This proposed re-designation will result in a reduction from the presently approved 1,900 dwelling units for Unit 7 (composed of 600 single family units and 1,300 multi-family units) to a total of approximately 780 single family units, resulting in a net reduction of 1120 units.

Deltona reaffirms the uses of those lands located in the most southeasterly development area of St. Augustine Shores, previously referred to as Unit 8 in Resolution No. 81-93, as single-family dwelling units. Although Resolution No. 81-93 permits a maximum density of 375 single family dwelling units in



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Unit 8, Deltona proposes a reduction in Unit 8 to a total of 230 single family units, resulting in a reduction of 145 units.

Further, Deltona requests an adjustment of the density for multi-family parcels in St. Augustine Shores. The 1981 modification to the PUD adjusted the density to 15 dwelling units per acre from the previously approved 20 dwelling units per acre. As a result of the elimination of multi-family dwelling units in Unit 7, and in order to accommodate current market demands for various housing types, Deltona proposes to re-adjust the density in multi-family parcels located in St. Augustine Shores to the formerly approved 20 dwelling units per acre, resulting in an increase of 320 units.

The PUD presently permits a maximum of 5,600 dwelling units in St. Augustine Shores. The above adjustments result in the maximum number of dwelling units not exceeding that previously approved. In fact, there will be a total net reduction overall of 948 units.

ROAD LOCATIONS

Deltona requests an approval of minor modifications to the location of arterial roads and residential drives in Units 7 and 8. These modifications result from changes in uses from multi-family to single family and for the purpose of accommodating environmental concerns.

PUD COMMITMENTS, UNITS 1-6

As part of this request for modification, Deltona would like to re-affirm to St. Johns County, and the community, certain commitments made in the PUD. In St. Augustine Shores Units 1 through 6, Deltona commits to completion of arterial road sidewalks and bike paths by December 31, 1989. For your convenience, please find attached Exhibits "B" and "C" which reflect the location of arterial road sidewalks and bike paths to be completed, respectively.

PUD COMMITMENTS, UNITS 7 and 8

In Resolution No. 81-93, Deltona committed to providing certain amenities to the community associated with the development of Units 7 and 8. Resolution No. 81-93 provides for three (3) recreational facilities composed of two tennis courts and one softball field. Deltona commits to commence construction of the two tennis courts within ninety (90) days after recording of the plats of Units 7 and 8. These tennis courts will be constructed



in the Unit 7 park located north of Shores Boulevard and adjacent to the Florida Power & Light easement.

Deltona requests a minor modification to the PUD to provide that the St. Augustine Shores Service Corporation, Inc., a Florida corporation chartered to promote the interests of the residents of St. Augustine Shores, (the "Service Corporation") be authorized to accept an alternative recreational amenity in lieu of a softball field, in the form of compensation of \$15,000 to be used for recreational purposes. The Board of Directors of the Service Corporation shall, by resolution, advise Deltona of its preference not later than December 31, 1988.

This portion removed by Resolution P29 1/21/88

Bicycle paths and sidewalks for arterial roads in Units 7 and 8 will be constructed contemporaneously with roads. Further, Deltona reaffirms its commitment to seek permits for a boat launching facility. Prior to the recording of the plats to Units 7 and 8, Deltona will have filed permit applications for such a facility with St. Johns County, Florida, Florida Department of Environmental Regulation, Florida Department of Natural Resources and the U. S. Army Corps of Engineers. Deltona will proceed with due diligence to secure the permits. Deltona will cooperate with all governmental agencies and advise the County of progress. However, Deltona shall not be required to litigate, including administrative hearings, the denial of a permit. The facility will be constructed within two (2) years from the date of receipt of the final permit approval, but in no event later than completion of the roads in Units 7 and 8.

This portion removed by Resolution P29 1/21/88

For clarification, the attached Exhibit "D" shows, in plan view, the proposed boat launching facility which will be located just north of the Riverview Club.

PARK SITES

Deltona reaffirms its commitment to provide park sites in St. Augustine Shores. The tract located in Unit 7, designated for park purposes, will be deeded to the Service Corporation upon completion of the tennis courts thereon. The tract located in Unit 8 will be deeded to the Service Corporation subsequent to recording of the plat, which conveyance will reserve an easement for ingress and egress for road and drainage development improvements.

The PUD amended master plan, as approved by Resolution No. 81-93, reflected a site located in the vicinity of the multi-family area in Unit 7 as a large recreational field to be dedicated for multi-purpose activities. We are requesting a minor modification to the PUD to dedicate two (2) river-front tracts of land in Unit



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7, in lieu of the recreational field designated on the amended master plan approved by Resolution No. 81-93.

As a result of the re-designation of the multi-family areas in Unit 7 to single family use, we believe that the dedication of two (2) proposed neighborhood tracts will better accommodate the needs associated with single-family use. These two (2) tracts will be deeded to the Service Corporation upon completion of the roads in Unit 7.

The minor modifications and re-affirmations set forth above comply with the criteria established for minor adjustments to a PUD pursuant to Section 8-2-4 of the St. Johns County Zoning Ordinance. The proposed modifications result in a reduction of dwelling units; maintains the same general acreage of open space in the same general locations; no increase in the number of stories or floor areas; and, roads and drives which follow approximately the same course, have the same widths, and same public or private rights therein.

Please advise me if you or your staff have any questions regarding these proposed minor modifications. We request that you set this matter for consideration on the next agenda of the St. Johns County Zoning Board.

Very truly yours,

Charles Faulkner

Charles Faulkner
Director of Planning
and Permitting

CF/PDH/mpp



THE DELTONA CORPORATION,)
a Delaware corporation,)
)
TO WHOM IT MAY CONCERN:)
_____)

This Instrument Prepared by:
Peter D. Hecht, Esq.
3250 S.W. Third Ave.
Miami, Fl. 33129

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O.R. 787 PG 0421

DECLARATION OF RESTRICTIONS

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 SEVEN and to limit the use for which each and every of said lots located in ST. AUGUSTINE SHORES UNIT SEVEN 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 SEVEN, according to the plat thereof, as recorded in Plat Book 22 at Pages 24 through 48, inclusive of the Public Records of St. Johns County, Florida, less and except Tracts "A", "B", "C", "D", "E", "F", "G", "H", "J", "K", "L", "M", "N", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "BB" and "CC".

(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:

UNIT 7

Use Restrictions

1.01 Each lot described above shall be known, described and used as a residential lot, and no structure shall be constructed or erected on any residential lot other than one detached single family dwelling, not to exceed two stories in height, including an attached one or two car garage or carport. Provided, however, that the Subdivider may use a lot or lots for purposes other than residential use during its ownership thereof, including but not limited to model homes or other temporary sales uses.

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 eight (8) feet to any interior side lot line nor nearer than ten (10) 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 twenty (20) 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 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"). 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 an abutting lot or easement.

2.02 When two or more lots are used as a single 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 divided portions of said lots are 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, setback requirements as set forth in Paragraph 2.01, 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 therefor shall have received the prior written approval of the Architectural Design Committee.

3.04 No residence shall be constructed or maintained which shall have a ground floor area of less than eighteen hundred (1,800) square feet on the following described lots:

<u>BLOCK</u>	<u>LOTS</u>
208	1 thru 13
209	1 thru 45
210	1 thru 16
211	1 thru 33
212	1 thru 47
213	1 thru 5

On all other lots, no residence shall be constructed or maintained which shall have a ground floor area of less than thirteen hundred (1,300) square feet.

For purposes of computing the square footage, areas shall be exclusive of porches, patios, garages, and carports; 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.

3.05 No residence shall be constructed unless the plans for such construction shall include thereon a four (4) foot wide pedestrian sidewalk to be constructed the full front width of the

lot (including corners) in accordance with St. Johns County, Florida building construction standards. It shall be the continuing responsibility of each lot owner to maintain the pedestrian sidewalk in a safe condition.

Nuisance, 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 Rent" or "For Sale" 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 operation 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 are permitted, 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 clothes line 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 in no case shall it be 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 aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section. The Architectural Design Committee shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the placement of exterior antennae and aerials.

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 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 thirty (30) days after a bill therefor is deposited in the mail 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 laws, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions 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 local utility company providing central water service to the lots. The well shall not be used for any purpose whatsoever unless the chemical characteristics of the water shall be as set forth by the Florida 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 any of said lots shall be discharged in such a manner that such

water will enter the sewer main installed by the local utility company without written permission from the local utility company providing central sewer service to the lots.

Fences

6.01 No fences, walls, 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 portion thereof and the purpose is not to restrict ornamental landscaping features and plantings 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.

Obstruction 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 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 line limitations shall apply on any lot 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.

Natural Preserve Area and Easements

8.01 No construction or alteration, including but not limited to the placement or removal of any fill materials for the construction or erection of any building or other structure (including but not limited to fences, walls or similar obstructions) shall be permitted within any portion of any lot lying within the Natural Preserve Area, as such area is designated on the plat of St. Augustine Shores Unit Seven as recorded in the Public Records of St. Johns County, Florida, unless and until such time as all necessary permits, including but not limited to dredge and fill permits, are obtained from governmental agencies that may exert jurisdiction over said area.

8.02 No tree with a trunk diameter, measured at five (5) feet from the ground surface, of four (4) or more inches shall be cut or removed from any portion of any lot lying within the Natural Preserve Area, as such area is designated on the plat of St. Augustine Shores Unit Seven as recorded in the Public Records of St. Johns County, Florida. Provided, however, that the Architectural Design Committee may grant a variance to this prohibition in accordance with rules and procedures which it may establish.

8.03 All easements for utilities, drainage canals and other purposes shown on the plats of St. Augustine Shores Subdivision as recorded in the public records of St. Johns County, Florida, are hereby reserved as perpetual easements for the intended use and maintenance thereof.

8.04 All lots are subject to easements and right-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 a 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 the area extending from the rear and front lot lines of each lot to a

line ten (10) feet from said rear and front lot line or lines and running parallel therewith and an area extending from the side lot line or lines of each lot to a line seven and one-half (7.5) feet from the said side lot line or lines and running parallel therewith, except as shown on the plat of St. Augustine Shores Unit Seven as recorded in the Public Records of St. Johns County, Florida.

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 or result in increased erosion 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, as well as the exact location of the public sidewalks as required in Section 3.05 herein, 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 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 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.

10.05 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.

10.06 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 any interest therein, and shall also fully protect any purchaser or encumbrancers 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. Provided, that the provisions of this section shall not be construed as waiving or modifying the prohibitions set forth in Section 8.01, above (Natural Preserve Area).

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 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 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 lot described above shall be subject to the per lot maintenance fees as hereinafter provided commencing twelve (12) months following completion of the improvements to said lot. For the purposes hereof, "improvements" shall be defined as completion of an asphalt road adjacent to the lot and completion of the attendant drainage facilities. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is the St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation (the "Service Corporation").

11.02 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 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 therein. 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 11.04 herein pertaining to the amount and fixing of fees.

11.03 Every owner, including Subdivider, of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, transfer by operation of law or otherwise shall be a member of the Service Corporation at such time as the obligation to pay maintenance fees commences as provided for in Section 11.01, above and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. For purposes of membership rights and obligations, including voting rights, the term "owner" shall include a third-party purchaser from Subdivider of a lot subject to an Agreement of Purchase and Sale until such time as a deed of conveyance from Subdivider is recorded in the Public Records of St. Johns County, Florida. In the event that the obligation to pay maintenance fees has commenced and the lot is not subject to an Agreement of Purchase and Sale, Subdivider shall be entitled to membership rights and obligations, including voting rights.

Membership shall transfer to a subsequent owner upon the sale, transfer or disposition of the member's interest in said lot. Each member shall be entitled to one (1) vote in the affairs of the Service 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 (1) 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.

11.04 As of the date of recording of this Declaration, the per lot maintenance fee in the St. Augustine Shores Subdivision is \$14.00. The monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon each of the lots subject thereto, whether vacant or occupied, shall be at the then prevailing rate as established by the Service Corporation at the time said lot becomes subject to the per lot maintenance fee in accordance with Section 11.01 herein. 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 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. The Service Corporation may increase or decrease said fees from time to time as is hereinafter provided. Said fees may not be raised to a sum more than \$14.00 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. 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.

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

11.06 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 commencement of the obligation to pay maintenance fees. 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.

11.07 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.

11.08 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 cost 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 Service Corporation shall execute a proper recordable release of said lien. Provided, however, that the Service Corporation shall not be empowered to file a claim of record until such time as a deed of conveyance from the Subdivider to a third-party purchaser has been recorded in the Public Records of St. Johns County, Florida.

11.09 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 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 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 lot.

11.10 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.

11.11 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.

11.12 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.

11.13 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 commencement of the obligation to pay fees as provided for in Section 11.01, above, but shall be obligated to pay any such fees for any lot or lots acquired from successive owners of said lots.

11.14 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 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-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 they are adequately provided for by governmental authority.

(C) Taxes and assessments, if any, which may be levied upon any of the properties described in this Section 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.

11.15 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.

11.16 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.

11.17 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.

11.18 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 11.04 herein pertaining to the amount and fixing of fees.

Definition of "Successors or Assigns"

13.01 As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot or 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 October 15, 2017, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1998, 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 2017, by vote of seventy-five (75) percent of the then owners of all of the lots of tracts in St. Augustine Shores Subdivision, it is agreed to change said covenants in whole or in part.

Remedies for Violations

15.01 In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, any member of the Service Corporation, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, should not be deemed a waiver of the right to do so thereafter as to the

same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Severability

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

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 28th day of June, 1988.

WITNESSES:

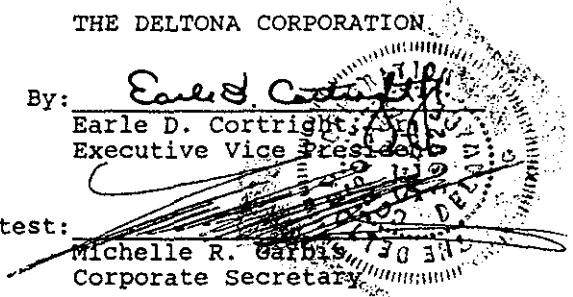
THE DELTONA CORPORATION

Earle D. Cortright, Jr.

By: *Earle D. Cortright, Jr.*
Earle D. Cortright, Jr.
Executive Vice President

Michelle R. Garbis

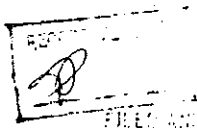
Attest: *Michelle R. Garbis*
Michelle R. Garbis
Corporate Secretary



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 28th day of June, 1988, before me personally appeared EARLE D. CORTRIGHT, JR. and MICHELLE R. GARBIS, as Executive Vice 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.



Michelle R. Garbis
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

FILED AND RECORDED IN
PUBLIC RECORDS OF
S. DORR COUNTY, FLA.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 16, 1991
BONDED THRU GENERAL INS. UND.

88 JUN 29 PM 3:46

Michael
CLERK OF CIRCUIT COURT

THE DELTONA CORPORATION)
 a Delaware corporation,)
)
 TO WHOM IT MAY CONCERN:)

DECLARATION OF RESTRICTION
OPEN SPACE

(2)

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

Tracts "B", "C", "M", "R", "S", "T", "V", "W", "Z", "AA", "BB" and "CC" of ST. AUGUSTINE SHORES UNIT SEVEN, according to the plat thereof recorded in Plat Book 22, Pages 24 through 48 of the Public Records of St. Johns County, Florida.

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

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record on the property and to limit the purposes for which the property shall be used.

NOW, THEREFORE, the Subdivider does hereby declare that: (1) the above described property is restricted as hereinafter set forth; (2) all restrictions and limitations set forth hereinafter shall be accepted as part of the consideration for any agreement for deed or any deed of conveyance hereafter made pertaining to the property and shall be one of the express conditions thereof; and (3) the restrictions and limitations set forth hereinafter shall be covenants that run with the land.

1. Use Restrictions

The aforementioned tracts located in ST. AUGUSTINE SHORES UNIT SEVEN shall be known and described as Open Spaces and said tracts may be used only for the following purposes:

"Open Spaces" shall be used for activities and facilities whose primary purpose is the protection and appreciation of natural and landscape vegetation, wildlife, scenic and environmental values, including forestry management activities as well as the control of aquatic vegetation and mosquitoes and the monitoring and maintenance of water quality. The meaning shall not include buildings, structures, or other facilities or improvements with the exception of boardwalks, pathways, shelters, nature centers and similar improvements related to the protection and enjoyment of natural resources, and such drainage facilities as may be necessary to serve the St. Augustine Shores community.

In addition to the uses permitted hereinabove, it shall be allowed to use said property for public services for the purposes of ingress/egress, over, across, through and beneath all of the lands hereinabove described, for the construction, installation, maintenance, inspection and use of existing and future drainage and utility services, including but not limited to water lines, wells, sewer, gas and all forms of telecommunications and cable services and related appurtenances thereto.

It is the express intention of the Subdivider to allow the owner of the real property to cut and trim the natural vegetation, as permitted by law, for the enhancement of visual access to the natural amenities.

The property and all portions thereof, is restricted to the sole uses hereinabove set forth and, without enlarging upon the said permitted uses and further intending to restrict and confine the property to the uses set forth, the said permitted use set forth shall not be deemed to include directly or indirectly any residential or commercial use.

2. Building Restrictions

No building shall be erected unless and until it conforms with the Use Restrictions as set forth above and until 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 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.

3. General Restrictions

(a) No noxious or offensive trade shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or become an annoyance to the general neighborhood.

(b) At no time shall the property be used or be permitted to be used as a residence, either temporary or permanent, nor shall any structure or vehicle, including but not limited to, mobile homes, camping trailers, trailers, basements, tents, shacks, garages, barns or other outbuildings be placed or erected upon the property for the purposes of using the same as a residence.

(c) No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon the property; no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted

upon the property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the property.

(e) The property shall not be used or maintained as a dumping ground; and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers maintained at all times in a clean and sanitary condition. No incinerator or similar device for disposing of rubbish, trash, garbage or other waste shall be permitted on the property.

(f) Except as allowed under the permissive uses under paragraph 1, no tractors or trailers or other heavy equipment shall be parked overnight on any portion of the property of the adjoining streets, roads, tracts or lots.

4. Obstruction to Sight Lines

No fence, sign, wall, hedge, tree, or shrub planting may be placed or maintained on the property which would constitute an obstruction to sight lines so as to create a danger to vehicular or pedestrian traffic.

5. Easements

All easements for utilities, drainage and other related appurtenances affecting the property as reserved by the Subdivider in instruments recorded from time to time among the Public Records of St. Johns County, Florida, are hereby reserved as perpetual easements for maintenance and installation of utility and drainage facilities as provided for on said instruments. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, by or at the expense of the owner or owners of the property.

6. Drainage

No changes in elevations to the property shall be made, which will interfere with the drainage of or otherwise cause undue hardship on adjoining property.

7. Amendments to Restrictions

The Subdivider or its successors or assigns, may amend any of the restrictions or limitations contained herein by filing an amended

Declaration of Restrictions. The Subdivider has the discretion to make any amendments hereto that it deems are reasonable and justified; however, the Subdivider shall not propose or make any amendment to these restrictions which would materially injure or diminish the rights of any other property owner who may also be subject to this Declaration of Restrictions or to other similar Declaration of Restrictions affecting property within the St. Augustine Shores community whether now or in the future. Furthermore, the Subdivider may include in any Declaration of Restrictions, contract, agreement for deed, hereinafter made, covering other property within the subdivision, any additional conditions, restrictions and covenants.

8. Definition of Successors or Assigns

As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to individual purchasers of property within the St. Augustine Shores subdivision, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the subdivider and 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.

9. Duration of Restrictions

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 owning or using the above described property until January 1, 2018, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owner(s) of the property, it is agreed to change these covenants and restrictions in whole or in part.

10. Remedies for Violations

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors or assigns, and any lot or tract owner(s), or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right, whenever there shall have been

built on the property any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

11. Severability

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

IN WITNESS WHEREOF, the Subdivider has caused these presents to be executed by its proper officer, who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, this 28th day of June, 1988.

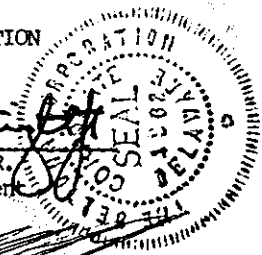
THE DELTONA CORPORATION

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

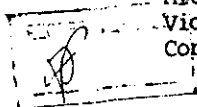
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Earle D. Cortright
CLERK OF CIRCUIT COURT

BY: *Earle D. Cortright*
EARLE D. CORTRIGHT, JR.
Executive Vice President



ATTEST: *[Signature]*
MICHELLE R. GARBIS
Vice President &
Corporate Secretary

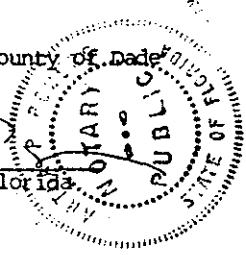


STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 28th day of June, 1988, before me personally appeared EARLE D. CORTRIGHT, JR. and MICHELLE R. GARBIS, Executive Vice President and Vice 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, month, and year last aforesaid.

[Signature]
Notary Public, State of Florida
at Large



My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 16, 1991
BONDED UNDER GENERAL INS. UND.

3

THE DELTONA CORPORATION)
 a Delaware corporation,)
)
 TO WHOM IT MAY CONCERN:)

DECLARATION OF RESTRICTION
PARK SITE

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

Tracts "A", "X" and "Y", of ST. AUGUSTINE SHORES UNIT SEVEN, according to the plat thereof recorded in Plat Book 22, Pages 24 through 48 of the public Records of St. Johns County, Florida.

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

WHEREAS, it is now desired by the Subdivider to place restrictions and limitations of record on the property and to limit the purposes for which the property shall be used.

NOW, THEREFORE, the Subdivider does hereby declare that: (1) the above described property is restricted as hereinafter set forth; (2) all restrictions and limitations set forth hereinafter shall be accepted as part of the consideration for any agreement for deed or any deed of conveyance hereafter made pertaining to the property and shall be one of the express conditions thereof; and (3) the restrictions and limitations set forth hereinafter shall be covenants that run with the land.

1. Use Restrictions

The aforementioned tracts located in ST. AUGUSTINE SHORES UNIT SEVEN shall be known and described as a Park Site and said tracts may be used only for the following purposes:

"Park Sites" shall be used for both active and passive outdoor recreational activities and facilities, including but not limited to: playgrounds; ball fields; tennis courts; swimming pools; picnic areas; open space; conservation areas.

In addition to the uses permitted hereinabove, it shall be allowed to use said property for public services for the purposes of ingress/egress, over, across, through and beneath all of the lands hereinabove described, for the construction, installation, maintenance, inspection and use of existing and future drainage and utility services, including but not limited to water lines, wells, sewer, gas and all forms of telecommunications and cable services and related appurtenances thereto.

The property and all portions thereof, is restricted to the sole uses hereinabove set forth and, without enlarging upon the said permitted uses and further intending to restrict and confine the property to the uses set forth, the said permitted use set forth shall not be deemed to include directly or indirectly any residential or commercial use.

2. Building Restrictions

No building shall be erected unless and until it conforms to the Subdividers Planned Unit Development, affecting said property, as amended from time to time.

3. General Restrictions

(a) No noxious or offensive trade shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or become an annoyance to the general neighborhood.

(b) At no time shall the property be used or be permitted to be used as a residence, either temporary or permanent, nor shall any structure or vehicle, including but not limited to, mobile homes, camping trailers, trailers, basements, tents, shacks, garages, barns or other outbuildings be placed or erected upon the property for the purposes of using the same as a residence.

(c) No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon the property; no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon the property; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the property.

(e) The property shall not be used or maintained as a dumping ground; and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers maintained at all times in a clean and sanitary condition. No incinerator or similar device for disposing of rubbish, trash, garbage or other waste shall be permitted on the property.

(f) Except as allowed under the permissive uses under paragraph 1, no tractors or trailers or other heavy equipment shall be parked overnight on any portion of the property of the adjoining streets, roads, tracts or lots.

4. Obstruction to Sight Lines

No fence, sign, wall, hedge, tree, or shrub planting may be placed or maintained on the property which would constitute an obstruction to sight lines so as to create a danger to vehicular or pedestrian traffic.

5. Easements

All easements for utilities, drainage and other related appurtenances affecting the property as reserved by the Subdivider in instruments recorded from time to time among the Public Records of St. Johns County, Florida, are hereby reserved as perpetual easements for maintenance and installation of utility and drainage facilities as provided for on said instruments. Any wall, fence, paving, planting or any other improvement located in an easement area shall be removed upon the request of the Subdivider, its successors or assigns or any public utility using said area, by or at the expense of the owner or owners of the property.

6. Drainage

No changes in elevations to the property shall be made, which will interfere with the drainage of or otherwise cause undue hardship on adjoining property.

7. Amendments to Restrictions

The Subdivider or its successors or assigns, with written consent of the St. Augustine Shores Service Corporation, hereinafter referred to as the "Service Corporation" or the Service Corporation, with written consent of the Subdivider or its successors or assigns may, in accordance with the conditions hereinafter set forth, amend any of the restrictions or limitations contained herein by filing an amended Declaration of Restrictions. The Subdivider or the Service Corporation has the discretion to make any amendments hereto that it deems are reasonable and justified; however, the Subdivider or Service Corporation shall not propose or make any amendment to these restrictions which would materially injure or diminish the rights of any other property owner who may also be subject to this Declaration of Restrictions or to other similar Declaration of Restrictions affecting property within the St. Augustine Shores community whether now or in the future. Furthermore, the Subdivider may include in any Declaration of Restrictions, contract, agreement for deed, hereinafter made, covering other property within the Community, any additional conditions, restrictions and covenants.

8. Definition of Successors or Assigns

As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to individual purchasers of property within the St. Augustine Shores subdivision, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the subdivider and 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.

9. Duration of Restrictions

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 owning or using the above described property until January 1, 2018, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owner(s) of the property, it is agreed to change these covenants and restrictions in whole or in part.

10. Remedies for Violations

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, its successors or assigns, and any lot or tract owner(s), or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Subdivider, its successors or assigns, shall have the right, whenever there shall have been built on the property any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

11. Severability

Invalidation or removal of any of these covenants or restrictions by judgment, decree, court order or amendment by the Subdivider, its

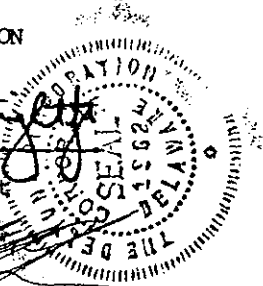
successors or assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Subdivider has caused these presents to be executed by its proper officer, who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, this 28th day of June, 1988.

THE DELTONA CORPORATION

BY: Earle D. Cortright, Jr.
EARLE D. CORTRIGHT, JR.
Executive Vice President

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

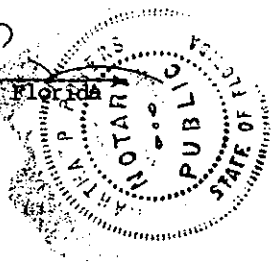


STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this 28th day of June, 1988, before me personally appeared EARLE D. CORTRIGHT, JR. and MICHELLE R. GARBIS, Executive Vice President and Vice 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, month, and year last aforesaid.

Martha P. P.
Notary Public, State of Florida
at Large



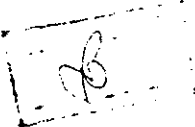
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 16, 1991
BONDED THRU GENERAL INS. UND.

FILED AND RECORDED IN
PUBLIC RECORDS OF
SOUTH DIXIE COUNTY, FLA.

88 JUN 29 PM 3:48

Carl J. Mink
CLERK OF DISTRICT COURT





THE DELTONA CORPORATION,)
a Delaware corporation,)
)
TO WHOM IT MAY CONCERN:)
_____)

DECLARATION OF RESTRICTIONS -
COMMUNITY FACILITIES

O.R. 819 PG 0816

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 the following described property located in ST. AUGUSTINE SHORES UNIT SEVEN and to limit the use for which said property located in ST. AUGUSTINE SHORES UNIT SEVEN is intended.

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

THAT PART OF:

Tract "G" of ST. AUGUSTINE SHORES UNIT SEVEN, according to the plat thereof, as recorded in Plat Book 22, Pages 24 through 48, inclusive of the Public Records of St. Johns County, Florida, being more particularly described as follows:

BEGIN at the Northeast boundary corner of said Tract "G", said corner being on the Westerly right of way line of Shores Boulevard (a 100 foot wide right of Way) as shown on said plat; thence run along said Westerly right of way line of Shores Boulevard S00°03'06"W a distance of 125.00 feet, thence leaving said Westerly right of way line S89°43'16"W a distance of 174.24 feet; thence N00°03'06"E a distance of 125.00 feet to an intersection with the North boundary line of said Tract "G"; thence along said North boundary line N89°43'16"E a distance of 174.24 feet to the Point of Beginning.

Containing 0.5 acres, more or less.

(hereinafter referred to as the "property" or "lot"), is 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 Property 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 property herein described shall be known and described as Community Facility Property, and said property and any building or structure erected thereon may only be used for the following purposes: federal, state, county and/or municipal government office; business offices and meeting hall for the conduct of community affairs; postal service office; public library; church; museum; art gallery or cultural center; non-profit charitable, governmental, religious or fraternal organizations; adult education center; outdoor playground; tot

lots; swimming pool; conservation lands; educational facilities; parks; public safety facility or fire station.

Setback and Resubdivision Restrictions

2.01 No building shall be erected on the property nearer than fifty (50) feet to any front (street side) or side property line. No building or other improvements may be erected or placed on the property unless and until their location and architectural and structural design have been 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"). 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 the property to encroach upon an abutting lot or easement.

2.02 The property shall not be subdivided or resubdivided without the express written consent of the Subdivider, its successors or assigns.

Building and Site Size Requirements

3.01 No building shall be of a width less than twelve (12) feet, exclusive of an attached garage or carport, either of which shall conform generally in architectural design, setback requirements as set forth in Paragraph 2.01, and exterior materials similar to the main structure.

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

Nuisance, Trash, etc.

4.01 No noxious or offensive trade shall be carried on upon the property, 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 the property shall at any time be used as a residence, temporarily or permanently. No residential use shall be permitted upon the property, except when such residential use is intended to provide quarters for the intermittent needs associated with the housing of a caretaker, security officer or, if so used for a fire station facility, for firefighting personnel.

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 Rent" or "For Sale" 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 operation 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 the property, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in the property. No derrick or other structure designed for use in

boring for oil or natural gas shall be erected, maintained or permitted upon the property.

4.05 No domesticated animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets are permitted, 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 portion of the property 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 clothes line or clothes pole shall be placed on the property.

4.09 No antenna or aerial shall be installed or placed to the exterior of any structure 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. The Architectural Design Committee shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the placement of exterior antennae and aerials.

4.10 No lawn, fence, hedge, tree or landscaping feature on any portion of the property 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 property 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 thirty (30) days after a bill therefor is deposited in the mail addressed to the last known owner or lessee of the property at the address of the residence or building on the property, 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 laws, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 The property shall be limited to the installation and use thereon of one (1) well for water, not to exceed a withdrawal rate of twenty-five (25) gpm and/or a withdrawal volume of nine thousand (9,000) gpd, which may only be used for on-site irrigation systems, sprinkler systems, air conditioning, or normal facility maintenance. Upon completion of construction of 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 local utility company providing central water service to the property. The well shall not be used for any purpose whatsoever unless the chemical characteristics of the water shall be as set forth by the Florida 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 an individual water well located on the property shall be discharged in such a manner that such water will enter the sewer main installed by the local utility company without written permission from the local utility company providing central sewer service to the property.

Fences

6.01 No fences, walls, hedges or continuous plantings shall be permitted on the property within twenty-five (25) feet of any 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 the property or portion thereof and the purpose is not to restrict ornamental landscaping features and plantings to beautify the property, 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 the property owner and the Subdivider, or its agent or the Service Corporation or any other lot or tract 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.

Obstruction to Sight Lines

7.01 No fence, sign, wall, hedge or shrub planting which obstructs sight lines to driveway entrances or exits at elevations between two and six feet above the roadways shall be placed or permitted to remain on the property. No tree shall be permitted to remain within such distance of such driveways unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Preservation of the Natural Environment

8.01 No construction or alteration, including but not limited to the placement or removal of any fill materials for the construction or erection of any building or other structure (including but not limited to fences, walls or similar obstructions) shall be permitted within any portion of the property unless and until such time as all necessary local, state or federal permits are obtained from governmental agencies that may exert jurisdiction over the property.

8.02 No tree with a trunk diameter, measured at five (5) feet from the ground surface, of four (4) or more inches shall be cut or removed from any portion of the property. However, the Architectural Design Committee may grant a variance to this prohibition in accordance with rules and procedures which it may establish.

8.03 All easements for utilities, drainage canals and other purposes shown on the plats of St. Augustine Shores Subdivision as recorded in the public records of St. Johns County, Florida, are hereby reserved as perpetual easements for the intended use and maintenance thereof.

8.04 The property is subject to easements and right-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 a 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 the area extending from the rear and front property lines of the property to a line ten (10) feet from said rear and front lot line or lines and running parallel therewith and an area extending from the side property line or lines of the property to a line seven and one-half (7.5) feet from the said side property line or lines and running parallel therewith, except as may be otherwise shown on the plat of St. Augustine Shores Unit Seven as recorded in the Public Records of St. Johns County, Florida.

Drainage

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

Architectural Design Committee

10.01 No structures, additions thereto, add-ons, accessories, pools, fences, hedges or any other such site improvements, shall be erected, placed, constructed, altered or maintained upon any portion of the property, 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 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 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 the property 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 properties.

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 property 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.

10.05 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.

10.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of the property and for the purpose of protecting the owner(s) 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 any interest therein, and shall also fully protect any owner(s) or encumbrancers 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 owner(s) 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. Provided, that the provisions of this section shall not be construed as waiving or modifying the prohibitions set forth in Section 8.01 through 8.04, above (Preservation of the Natural Environment).

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 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 property 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 all site improvements 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 The property shall be subject to a maintenance fee as hereinafter provided. The entity responsible for the collection

of the fees and for the disbursement of and accounting for the funds is the St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation (the "Service Corporation").

11.02 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 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 therein. 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 the property or which would change Section 11.04 herein pertaining to the amount and fixing of fees.

11.03 The owner(s), of the property whether acquired ownership is by purchase, gift, conveyance, 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. For purposes of membership rights and obligations, including voting rights, the term "owner" shall include a third-party interest of Subdivider, who may be party to an agreement for conveyance of the property until such time as a deed of conveyance from Subdivider is recorded in the Public Records of St. Johns County, Florida. In the event that the obligation to pay maintenance fees has commenced and the property is not subject to an agreement for conveyance, Subdivider shall be entitled to membership rights and obligations, including voting rights.

Membership shall transfer to a subsequent owner(s) upon the sale, transfer or disposition of the member's interest in the property. Each member shall be entitled to one (1) vote in the affairs of the Service Corporation for the property owned by said member. In the event the property is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) 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.

11.04 As of the date of recording of this Declaration, the per lot maintenance fee in the St. Augustine Shores Subdivision is \$15.35. The monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon the property subject thereto, whether vacant or occupied, shall be at the then prevailing rate as established by the Service Corporation at the time the property becomes subject to the maintenance fee in accordance with Section 11.01 herein. 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 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. The Service Corporation may increase or decrease said fees from time to time as is hereinafter provided. 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.

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

11.06 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 commencement of the obligation to pay maintenance fees. 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.

11.07 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.

11.08 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 cost 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 Service Corporation shall execute a proper recordable release of said lien. Provided, however, that the Service Corporation shall not be empowered to file a claim of record until such time as a deed of conveyance from the Subdivider to a third-party purchaser has been recorded in the Public Records of St. Johns County, Florida.

11.09 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other owner(s) of the property obtains title to the property as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said property in lieu of foreclosure, or should the Subdivider reacquire the property by reason of a title reversion of the property back to the Subdivider, such acquirer of title, its successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such property and chargeable to the former property owner of such property which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, or title reversion of the property back to the Subdivider. 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 property.

11.10 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; or the Subdivider by reason of a title reversion of the ownership, 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.

11.11 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.

11.12 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.

11.13 The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any portion of the property owned by the Subdivider which may be subject thereto, prior to commencement of the obligation to pay fees as provided for in Section 11.01, above, but shall be obligated to pay any such new fees commencing on the day the property is reacquired by reason of a title reversion of the property from successive owners(s) of said property.

11.14 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 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-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 they are adequately provided for by governmental authority.

(C) Taxes and assessments, if any, which may be levied upon any of the properties described in this Section 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.

11.15 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.

11.16 No lot, tract or parcel owner or lessee of same 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.

11.17 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.

11.18 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 property, 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 property 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 11.04 herein pertaining to the amount and fixing of fees.

Definition of "Successors or Assigns"

13.01 As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot, tract or parcel of land 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 January 1, 2019, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1998, by vote of ninety (90) percent of the then owners of all of the lots and tracts in St. Augustine Shores Subdivision, or commencing with the year 2017, by vote of seventy-five (75) percent of the then owners of

THE DELTONA CORPORATION,)
a Delaware corporation,)
TO WHOM IT MAY CONCERN:)
_____)

DECLARATION OF RESTRICTIONS -
COMMUNITY FACILITIES

O.R. 795 PG 1733

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 the following described property located in ST. AUGUSTINE SHORES UNIT SEVEN and to limit the use for which said property located in ST. AUGUSTINE SHORES UNIT SEVEN is intended.

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

Tract "G" of ST. AUGUSTINE SHORES UNIT SEVEN, according to the plat thereof, as recorded in Plat Book 22, Pages 24 through 48, inclusive of the Public Records of St. Johns County, Florida,

LESS AND EXCEPTING THEREFROM;

That part of said Tract "G" being more particularly described as follows:

BEGIN at the Northeast boundary corner of said Tract "G", said corner being on the Westerly right of way line of Shores Boulevard (a 100 foot wide right of Way) as shown on said plat; thence run along said Westerly right of way line of Shores Boulevard S00°03'06"W a distance of 125.00 feet, thence leaving said Westerly right of way line S89°43'16"W a distance of 174.24 feet; thence N00°03'06"E a distance of 125.00 feet to an intersection with the North boundary line of said Tract "G"; thence along said North boundary line N89°43'16"E a distance of 174.24 feet to the Point of beginning.

Containing 5.48 acres, more or less.

(hereinafter referred to as the "property" or "lot"), is 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 Property 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 property herein described shall be known and described as Community Facility Property, and said property and any building or structure erected thereon may only be used for the following purposes: federal, state, county and/or municipal government office; postal service office; public library; church; museum; art gallery or cultural center; offices and meeting hall for public interest, non-profit charitable, governmental, religious or fraternal organizations; adult education center; outdoor playground; tot lots; swimming pool; conservation lands;

wildlife rehabilitation and educational facilities; parks; public safety facility or fire station.

Setback and Resubdivision Restrictions

2.01 No building shall be erected on the property nearer than fifty (50) feet to any front (street side) or side property line. Swimming pools, ponds or other artificial man-made water retention equipment or facilities, with or without enclosures, may not be erected or placed on the property unless and until their location and architectural and structural design have been 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"). 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 the property to encroach upon an abutting lot or easement.

2.02 The property shall not be subdivided or resubdivided without the express written consent of the Subdivider, its successors or assigns.

Building and Site Size Requirements

3.01 No building shall be of a width less than twelve (12) feet, exclusive of an attached garage or carport, either of which shall conform generally in architectural design, setback requirements as set forth in Paragraph 2.01, and exterior materials similar to the main structure.

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

Nuisance, Trash, etc.

4.01 No noxious or offensive trade shall be carried on upon the property, 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 the property shall at any time be used as a residence, temporarily or permanently. No residential use shall be permitted upon the property, except when such residential use is intended to provide quarters for the intermittent needs associated with the housing of a caretaker, security officer or, if so used for a fire station facility, for firefighting personnel.

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 Rent" or "For Sale" 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 operation 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 the property, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in the property. No derrick or other structure designed for use in

boring for oil or natural gas shall be erected, maintained or permitted upon the property.

4.05 No domesticated animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other household pets are permitted, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained under control at all times. Nothing contained in this provision shall prohibit uses incidental to a wildlife rehabilitation and education facility.

4.06 No portion of the property 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 clothes line or clothes pole shall be placed on the property unless it is placed on the property in such manner as to make it least visible to any street, and in no case shall it be attached to the main structure.

4.09 No antenna or aerial shall be installed or placed to the exterior of any structure or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aeriels and standard aeriels attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section. The Architectural Design Committee shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the placement of exterior antennae and aeriels.

4.10 No lawn, fence, hedge, tree or landscaping feature on any portion of the property 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 property 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 thirty (30) days after a bill therefor is deposited in the mail addressed to the last known owner or lessee of the property at the address of the residence or building on the property, 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 laws, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards.

Well Water

5.01 The property shall be limited to the installation and use thereon of two (2) wells for water, not to exceed a combined withdrawal rate of fifty (50) gpm and/or a combined withdrawal volume of eighteen thousand (18,000) gpd, which may only be used for on-site irrigation systems, sprinkler systems, swimming pools, air conditioning, or normal facility maintenance. Upon completion of construction of 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 local utility company providing central water service to the property. The well shall not be used for any purpose whatsoever unless the chemical characteristics of the water shall be as set forth by the Florida 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 an individual water well located on the property shall be discharged in such a manner that such water will enter the sewer main installed by the local utility company without written permission from the local utility company providing central sewer service to the property.

Fences

6.01 No fences, walls, hedges or continuous plantings shall be permitted on the property within fifty (50) feet of any 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 the property or portion thereof and the purpose is not to restrict ornamental landscaping features and plantings to beautify the property, 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 the property owner and the Subdivider, or its agent or the Service Corporation or any other lot or tract 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.

Obstruction to Sight Lines

7.01 No fence, sign, wall, hedge or shrub planting which obstructs sight lines to driveway entrances or exits at elevations between two and six feet above the roadways shall be placed or permitted to remain on the property. No tree shall be permitted to remain within such distance of such driveways unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Preservation of the Natural Environment

8.01 No construction or alteration, including but not limited to the placement or removal of any fill materials for the construction or erection of any building or other structure (including but not limited to fences, walls or similar obstructions) shall be permitted within any portion of the property unless and until such time as all necessary local, state or federal permits are obtained from governmental agencies that may exert jurisdiction over the property.

8.02 No tree with a trunk diameter, measured at five (5) feet from the ground surface, of four (4) or more inches shall be cut or removed from any portion of the property. However, the Architectural Design Committee may grant a variance to this prohibition in accordance with rules and procedures which it may establish.

8.03 All easements for utilities, drainage canals and other purposes shown on the plats of St. Augustine Shores Subdivision as recorded in the public records of St. Johns County, Florida, are hereby reserved as perpetual easements for the intended use and maintenance thereof.

8.04 The property is subject to easements and right-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 a 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 the area extending from the rear and front property lines of the property to a line ten (10) feet from said rear and front lot line or lines and running parallel therewith and an area extending from the side property line or lines of the property to a line seven and one-half (7.5) feet from the said side property line or lines and running parallel therewith, except as may be otherwise shown on the plat of St. Augustine Shores Unit Seven as recorded in the Public Records of St. Johns County, Florida.

Drainage

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

Architectural Design Committee

10.01 No structures, additions thereto, add-ons, accessories, pools, fences, hedges or any other such site improvements, shall be erected, placed, constructed, altered or maintained upon any portion of the property, 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 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 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 the property 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 properties.

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 property 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.

10.05 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.

10.06 For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien and/or interest in, any of the property and for the purpose of protecting the owner(s) 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 any interest therein, and shall also fully protect any owner(s) or encumbrancers 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 owner(s) 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. Provided, that the provisions of this section shall not be construed as waiving or modifying the prohibitions set forth in Section 8.01 through 8.04, above (Preservation of the Natural Environment).

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 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 property 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 all site improvements 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 The property shall be subject to a maintenance fee as hereinafter provided. The entity responsible for the collection

of the fees and for the disbursement of and accounting for the funds is the St. Augustine Shores Service Corporation, Inc., a non-profit Florida corporation (the "Service Corporation").

11.02 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 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 therein. 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 the property or which would change Section 11.04 herein pertaining to the amount and fixing of fees.

11.03 The owner(s), of the property whether acquired ownership is by purchase, gift, conveyance, 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. For purposes of membership rights and obligations, including voting rights, the term "owner" shall include a third-party interest of Subdivider, who may be party to an Agreement for conveyance of the property until such time as a deed of conveyance from Subdivider is recorded in the Public Records of St. Johns County, Florida. In the event that the obligation to pay maintenance fees has commenced and the property is not subject to an Agreement for Conveyance, Subdivider shall be entitled to membership rights and obligations, including voting rights.

Membership shall transfer to a subsequent owner(s) upon the sale, transfer or disposition of the member's interest in the property. Each member shall be entitled to one (1) vote in the affairs of the Service Corporation for the property owned by said member. In the event the property is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) 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.

11.04 As of the date of recording of this Declaration, the per lot maintenance fee in the St. Augustine Shores Subdivision is \$15.35. The monthly fee to be paid to the Service Corporation for maintenance and upkeep as is further described herein upon the property subject thereto, whether vacant or occupied, shall be at the then prevailing rate as established by the Service Corporation at the time the property becomes subject to the maintenance fee in accordance with Section 11.01 herein. 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 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. The Service Corporation may increase or decrease said fees from time to time as is hereinafter provided. 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.

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

11.06 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 commencement of the obligation to pay maintenance fees. 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.

11.07 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.

11.08 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 cost 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 Service Corporation shall execute a proper recordable release of said lien. Provided, however, that the Service Corporation shall not be empowered to file a claim of record until such time as a deed of conveyance from the Subdivider to a third-party purchaser has been recorded in the Public Records of St. Johns County, Florida.

11.09 Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other owner(s) of the property obtains title to the property as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said property in lieu of foreclosure, or should the Subdivider reacquire the property by reason of a title reversion of the property back to the Subdivider, such acquirer of title, its successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such property and chargeable to the former property owner of such property which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, or title reversion of the property back to the Subdivider. 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 property.

11.10 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; or the Subdivider by reason of a title reversion of the ownership, 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.

11.11 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.

11.12 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.

11.13 The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any portion of the property owned by the Subdivider which may be subject thereto, prior to commencement of the obligation to pay fees as provided for in Section 11.01, above, but shall be obligated to pay any such new fees commencing on the day the property is reacquired by reason of a title reversion of the property from successive owners(s) of said property.

11.14 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 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-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 they are adequately provided for by governmental authority.

(C) Taxes and assessments, if any, which may be levied upon any of the properties described in this Section 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.

11.15 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.

11.16 No lot, tract or parcel owner or lessee of same 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.

11.17 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.

11.18 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 property, 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 property 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 11.04 herein pertaining to the amount and fixing of fees.

Definition of "Successors or Assigns"

13.01 As used in these restrictions, the words "successors or assigns" shall not be deemed to refer to an individual purchaser of a lot, tract or parcel of land 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 September 1, 2018, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1998, by vote of ninety (90) percent of the then owners of all of the lots and tracts in St. Augustine Shores Subdivision, or commencing with the year 2017, by vote of seventy-five (75) percent of the then owners of

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

Remedies for Violations

15.01 In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, any member of the Service Corporation, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, should not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Severability

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

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 14th day of September, 1988.

WITNESSES:

THE DELTONA CORPORATION

[Signature]

By: Earle D. Cortright, Jr.
Earle D. Cortright, Jr.
Executive Vice President

Sharon J. Hummerhielm

Attest: [Signature]
Sharon J. Hummerhielm
Assistant Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 14th day of September, 1988, before me personally appeared EARLE D. CORTRIGHT, JR. and SHARON J. HUMMERHIELM, as Executive Vice President and Assistant 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.

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

RECORD VERIFIED
[Signature]

88 SEP 16 PM 12:01

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires: April 15, 1991
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. APR 15, 1991
BONDED THRU GENERAL INS. UND.