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**SUPPLEMENTAL
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

SEA PLACE OCEANHOMES

THIS DECLARATION is made on the day hereafter set forth by **NORTH CRESCENT BEACH, LTD.**, a Florida limited partnership ("Declarant").

RECITALS

A. The Declarant is the owner of a parcel of land situated in St. Johns County, Florida which parcel of land is more fully described as Lots 1 through 10, Tract A (Oceanhomes Court), **Sea Place Oceanhomes** according to plat thereof recorded in Map Book 26, pages 66 - 69 of the public records of St. Johns County, Florida ("Oceanhomes Property").

B. The Oceanhomes Property is part of a planned special development which consists or may consist of condominium units, patio homes, zero lot line dwellings and other single family dwellings and recreational facilities all of which are governed, restricted and subject to the Sea Place Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 676, page 1374 as supplemented in Supplemental Sea Place Declarations of Covenants Conditions and Restrictions recorded in Official Records Book 690, page 1081 and recorded in Official Records Book 699, page 1515, in Official Records Book 706, page 150, and in Official Records Book 945, page 865 of the public records of St. Johns County, Florida ("Master Declaration"), all of the land subject to the Master Declaration is hereinafter referred to as "Sea Place Community."

C. Pursuant to the terms of the Master Declaration, the Declarant subjected the Oceanhomes Property to the terms and conditions of the Master Declaration. Declarant further has the right to subject any portions of the Sea Place Community which it owns to additional covenants and restrictions which apply only to a specified portion of the additional land.

D. Declarant desires to construct single family attached dwellings on the Oceanhomes Property and to subject the Oceanhomes Property to additional covenants, conditions, easements and restrictions which affect only the Oceanhomes Property.

E. Declarant desires to create a not-for-profit corporation, Sea Place Oceanhomes Owners Association, Inc. ("Association") to operate and maintain the Oceanhomes Property in accordance with the terms and conditions of the Master Declaration as well as this Supplemental Declaration.

NOW, THEREFORE, the Declarant hereby confirms that the Oceanhomes Property is subject to the terms, conditions, covenants, and restrictions of the Master Declaration which are incorporated herein the same as if such terms and conditions were set forth in full. Further, the Oceanhomes Property is hereby subjected to the terms and conditions set forth in this Supplemental Declaration and the Oceanhomes Property shall be held, sold, conveyed and transferred subject to the easements, restrictions, covenants, and conditions of the Master Declaration, as well as this Supplemental Declaration, all of which are for the purpose of protecting the value and desirability of the Oceanhomes Property and which shall run with the title to the Oceanhomes Property and shall be binding upon all parties having any right, title or interest in the Oceanhomes Property or any part thereof and their respective heirs, successors, assigns and mortgagees and which shall inure to the benefit and be binding upon the Association and each Owner as all terms are hereinafter defined.

ARTICLE I

DEFINITIONS

1. **ARTICLES.** Articles shall mean and refer to the Articles of Incorporation of the Association.

PREPARED BY:
 LARSA CORNOR KANE
 HOLLAND & KNIGHT
 2000 INDEPENDENT SQUARE
 JACKSONVILLE, FLORIDA 32202

RETURN TO:
 LARSA CORNOR KANE
 HOLLAND & KNIGHT
 2000 INDEPENDENT SQUARE
 JACKSONVILLE, FLORIDA 32202

5-1-93

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2. **ASSESSMENT.** Assessment shall mean a share of Association expenses required for the payment of all the cost and expense of operation of the Association which from time to time are assessed against the Lots and the Owners. Unless set forth to the contrary, the terms Assessment shall mean and refer to both Annual and Special Assessments.

3. **ASSOCIATION.** Association shall mean and refer to Sea Place Oceanhomes Owners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

4. **BOARD OF DIRECTORS.** Board of Directors shall mean and refer to the Association's Board of Directors.

5. **COMMON PROPERTY.** Common Property shall mean and refer to all real or tangible or intangible personal property owned by the Association for the common use and enjoyment of all Owners, including without limitation, the parking area.

6. **DECLARANT.** Declarant shall mean and refer to North Crescent Beach, Ltd., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

7. **DECLARATION OR SUPPLEMENTAL DECLARATION.** Declaration or Supplemental Declaration shall mean and refer to this Supplemental Declaration of Covenants, Conditions and Restrictions.

8. **DWELLING.** Dwelling shall mean and refer to the single-family attached dwelling constructed on each Lot.

9. **LOT.** Lot shall mean and refer to any numbered lot shown upon any recorded plat of the Oceanhomes Property and any other Lot made subject to this Declaration by the Declarant. Unless set forth to the contrary, references to "Lot" shall include any improvements constructed thereon from time to time.

10. **MORTGAGE.** Mortgage shall mean and refer to any mortgage or other instrument encumbering any interest in any Lot or any portion thereof, as security for performance of an obligation.

11. **MORTGAGEE.** Mortgagee shall mean and refer to the owner of a first Mortgage, including, without limitation, bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration or Federal Housing Administration and other similar insurers and guarantors of mortgages, mortgage bankers or other lenders generally recognized as an institutional type lender or the Declarant holding a mortgage on a Lot.

12. **OCEANHOMES PROPERTY.** Properties shall mean and refer to the land more fully described in Recital A and any additional property as may hereafter be brought into the jurisdiction of the Association at the discretion of the Declarant and as it may be annexed to this Supplemental Declaration.

13. **OCCUPANT.** Occupant shall mean the person or persons other than the Owner in possession of a Lot and the improvements thereon.

14. **OWNER.** Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

15. **PERSON.** Person shall mean and refer to any natural person or artificial legal entity.

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16. **RECORDED.** Recorded shall mean filed for record in the public records of St. Johns County, Florida.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Oceanhomes Property by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

1. **MEMBERS.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. **VOTING RIGHTS.** The Association shall have two classes of voting membership:

CLASS A -- Class A member shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B -- Class B member shall be the Declarant and the Class B member shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of either of the following events:

- (a) When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) Seven (7) years after recording this Declaration.
- (c) At such time as Declarant, in its sole discretion, determines to terminate the Class B membership.

3. **MERGERS.**

(a) The Board of Directors shall have the right, but not the obligation, for a period of thirty (30) years hereafter, from time to time, within its sole discretion, to merge or consolidate this Association with the Master Association or any other property owners association within the Sea Place Community.

(b) After the thirty (30) years period, with written consent of Class A Members holding a majority of the votes, upon a majority vote of Class A Members at a regular Association meeting or a special meeting called for that purpose, the Association may merge or consolidate with another property owners associations within Sea Place Community or with the Master Association.

(c) Upon a merger or consolidation of the Association with the Master Association or another property owners association, the Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the Oceanhome Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Property, rights and

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obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration within the Oceanhomes Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Oceanhomes Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration, except as expressly adopted in accordance with the terms hereof.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. **SERVICES.** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

2. **COMMON PROPERTY.** The Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

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

3. **BONDS.**

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

(b) The Association shall obtain and maintain a termite bond on the Dwellings and shall contract for such other pest control services as the Board of Directors deems necessary or convenient.

4. **MAINTENANCE.**

(a) The Association shall maintain the exterior portion of all Dwellings and other improvements on the Lots including without limitation, roofs, stucco and related building materials, chimneys, doors, windows, trim, walkways, stairs, all as originally installed on the Lot. Provided, however, the Owners shall reimburse the Association for the cost of repair or replacement of windows, screen or glass contained within their Dwelling, which is damaged or broken from time to time.

(b) The Association shall maintain the landscaped portion of each Lot including rear and front areas. Such maintenance shall include cutting of grass and shrubbery, fertilization, and repair of the sprinkler and irrigation system. In addition, the Association shall maintain all swales, drainage pipes and all parts of the Stormwater Management System.

Provided, however, neither the Association nor the Declarant shall be deemed to be a guarantor of the shrubbery, grass or plants and in the event that the shrubbery, grass and plants should die, or be damaged, the Association shall determine, in its sole discretion, the type of replacement plants, grass or shrubbery, if any, that will be placed upon each Lot. In the event that an Owner determines to plant or install any plants, shrubs or other natural material, such Owner shall obtain the approval of the Association and the Master Association and such Owner shall have the sole responsibility for maintenance thereof.

(c) The Association shall maintain the Common Property, including, without limitation, parking area, sidewalks, landscaping, irrigation and driveway areas providing access to the Dwelling.

5. **ENFORCEMENT.** The Association shall interpret and enforce the provisions of this Supplemental Declaration and in connection therewith collect and expend the Assessments permitted herein for such purposes.

6. **IMPLIED RIGHT.** The Association may exercise any of the rights and privileges given it expressly by this Supplemental Declaration, its Articles and By-Laws, by the laws governing a not-for-profit corporation, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

1. **CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT.** The Declarant, for each Lot owned within the Oceanhomes Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, (b) Special Assessments. The Annual and Special Assessments (sometimes collectively referred to herein as "Assessments"), together with interest, late fees, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment falls due and in the event of a voluntary conveyance, the grantor and grantee shall be jointly liable therefor. The foregoing Assessment shall be in addition to the payment of the Master Association Assessment as hereinafter defined.

2. **PURPOSE OF ASSESSMENTS.**

(a) **Annual Assessment.** The Annual Assessment levied by the Association shall be used to enable the Association (i) to pay all ad valorem taxes assessed against any Common Property; (ii) to pay for all expenses of operating the Association, including, without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable, in the judgment of the Board of Directors; (iii) to perform the maintenance of the Dwellings, all improvements and landscaping on Lots or to preserve or enhance the value of the Common Property or to eliminate a fire, health or safety hazard, or which, in the judgment of the Board of Directors, may be of general benefit to the members of the Association; (iv) to obtain and maintain insurance on all Dwellings and all improvements including the Common Property in accordance with the provisions of Article VIII; (v) to repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; (vi) to accumulate reasonable reserves for the foregoing purposes, including deferred maintenance and permitted capital improvements or replacements; (vii) to pay for any other services or requirements set forth in this Declaration; and (viii) to pay a pro rata share of the Shared Recreational Assessment (as hereinafter defined).

(b) **Special Assessments.** Special Assessments shall be used for the following purposes: (i) to meet shortages or emergencies; (ii) to reconstruct, replace or repair personal or

real property which may be owned by the Association from time to time; (iii) for such other purposes as may be approved by the members of the Association from time to time; (iv) for the purpose set forth in Section 5 hereof. Any Special Assessment, except in the case of emergency, and except as described in Section 5 hereof, must be approved by two-thirds (2/3) of each Class of members.

(c) Deposit of Assessments. It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the Assessment was assessed.

3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st, 1994, the Maximum Annual Assessment shall be Two Thousand Nine Hundred Seventy Six and NO/100 Dollars (\$2,976.00) per Lot. The amount of the Master Assessment for 1993 is Seventy Eight and NO/100 Dollars (\$78.00) per month, subject to change as set forth in the Master Declaration.

(a) From and after January 1st, 1994, the maximum Annual Assessment may be increased each year without a vote of the Owners by an amount equal to five percent (5%) of the previous Annual Assessment.

(b) From and after January, 1994, the Maximum Annual Assessment may be increased above the five percent (5%) increase by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose, or by written consent of two-thirds (2/3) of the votes of each Class of membership.

(c) The Board of Directors may fix the Annual Assessment at an amount not in excess of the foregoing maximum Annual Assessment without approval of the membership.

4. UNIFORM RATE OF ASSESSMENT. Except for the provisions of subparagraph 7, both Annual and Special Assessments (for purposes other than those specified in Section 5) must be fixed at a uniform rate for all Lots and each Owner's pro rata share shall be a fraction, the numerator of which is "1" and the denominator of which shall be the number of Lots subject to this Declaration.

5. SPECIAL ASSESSMENTS FOR FAILURE TO COMPLY. In the event that an Owner, or the Occupant, fails to perform the maintenance obligations required by Owners hereunder or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, his tenants or invitees damages the Common Property or Oceanhomes Property, the Board shall give written notice to the Owner of the failure of compliance, damage or violation and Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. In the event the Owner fails to comply with the requirements of the Association, the Association is hereby authorized to enter upon the Lot and the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special Assessment. In the event of a dispute, the Owner shall be entitled to a hearing before the Board if such hearing is requested within ten (10) days of receipt of the written notice. The foregoing Special Assessments are exempt from requirements of Section 4 herein.

6. DUE DATES AND ASSOCIATION CERTIFICATES. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Provided, however, the Association's failure to change the Annual Assessment on an annual basis or to send notices shall not be deemed a defense for not paying such Annual Assessments and each Owner shall continue to pay the previously effective Annual Assessment on a monthly basis until notified to the contrary. Annual Assessments shall commence to accrue on the date on which the Certificates of Occupancy are issued for all the

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Dwellings within a building or the date of conveyance of a Dwelling to a third party whichever last occurs ("Commencement Date"). Unless amended by the Board and the Annual Assessment shall be payable monthly in advance on the first day of each month. Special Assessments shall be paid within thirty (30) days of sending out invoices therefor.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual and Special Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a Lot is binding upon the Association as of the date of its issuance.

7. **DECLARANT'S ASSESSMENT.** After the Commencement Date, the Declarant shall have the right to elect to (a) the Annual Assessment attributable to each Lot from and after the date of issuance of the Certificate of Occupancy for the Dwelling is issued; or (b) fund the actual operating deficit of the Association as it occurs. Those Lots from which Declarant derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the full amount as hereinabove established for Lots owned by Class A members of the Association, pro rated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

8. **EFFECT OF NON PAYMENT.** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate permitted by law. In addition, the Board may from time to time have established a late fee for the cost of handling the overdue account. Upon failure to pay any amounts authorized and due under this Declaration, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot.

9. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

10. **SHARED RECREATIONAL ASSESSMENT.** The Declarant intends to construct a swimming pool, with related deck area and cabana, and a dune walkover. The use of the facilities shall be shared among the Owners of the Oceanhomes Property and the Owners of the dwelling units or lots located on the land more fully described on Exhibit A attached hereto and made a part hereof ("Sea Place III Property").

The land on which the Shared Recreational Facilities will be located will be owned by the owners association responsible for operating the Sea Place III Property, subject to the perpetual nonexclusive right of the Owners for ingress, egress and enjoyment of the Shared Recreational Facilities. The rights and obligations of the Owners of the Oceanhomes Property and the owners of the Sea Place III Property shall be fully set forth in the Use and Access Agreement to be recorded in the public records of St. Johns County, Florida. The pro rata share of the cost and expense of the maintenance and operation of the Shared Recreational Facilities shall be a line item of expense included in the Annual Assessment hereunder.

ARTICLE V

COVENANTS AND RESTRICTIONS

1. **EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND DRAINAGE.** The Declarant hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land extending the full length of and five (5') feet landward of the Coastal Control Line and on, over and under the front ten (10') feet of each Lot and a five foot (5') easement over the side lot lines of the Lots.

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The Lots shall be subject to the above-described interior back line, front and side lot easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Declarant; (c) the installation, maintenance and use of stormwater drainage facilities and storm sewers; (d) the installation and maintenance of the irrigation system.

Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to this Supplemental Declaration.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements.

All such easements are and shall remain private easements and the sole and the exclusive property of the Declarant and its successors and assigns.

2. **RESIDENTIAL USE.** Lots shall be used for single-family residential purposes only and any businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited. No trailer, basement, garage or any outbuilding of any kind, even if otherwise permitted hereunder, to be or remain on a Lot, shall be at any time used as a residence, either temporarily or permanently.

3. **STORAGE AND REPAIRS.** Storage and/or repair, outside of an enclosed garage, of wheeled vehicles of any kind, including, without limitation, recreational vehicles, boats or boat trailers, is prohibited.

4. **OBSTRUCTIONS.** No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, parking area, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located upon any Lot, or the Common Property if the location of same will, in the sole judgment and opinion of the Association, obstructs the vision of the motorist upon any of the streets or restrict the free flow of drainage.

5. **RESERVATION OF THE RIGHT TO RESUBDIVIDE OR REPLAT.** The Declarant reserves the right to resubdivide or replat Lot or Lots shown on the plat(s) for any purposes whatsoever, including rights of way for road purposes and easements, provided that no Dwelling shall be erected upon, or any Owner or Occupant allowed to occupy the replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the plat, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

6. **COASTAL CONSTRUCTION LINE.** Each Lot is encumbered by the coastal construction line which is established by the Department of Natural Resources. No Owner may construct, excavate, landscape, or in any manner change or alter the land lying east of the coastal construction line. If any Owner violates this provision, such Owner shall pay, as a Special Assessment as described in paragraph 5 of Article IV, all costs and expenses of remediation of the violation and shall indemnify and hold all other Owners, the Declarant and the Association harmless from any and all costs, claims or liabilities arising from such Owner's violation of the coastal construction lines.

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7. **NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connections between the main utility lines and the Dwelling and other buildings located on each Lot shall be concealed and located underground so as not to be visible. The Declarant has provided an underground conduit to serve each Lot, extending from the point of applicable transformer to the Dwelling and such conduit on each Lot shall become and remain the property of the Owner of the Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the Dwelling on his Lot.

8. **NO SHEDS, TEMPORARY STRUCTURES OR TRAILERS.** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. The Declarant or any contractor or sales person may maintain a trailer or portable construction trailer of attractive design suitably landscaped on any Lot used in connection with the construction or sale of Dwellings being built on the Oceanhomes Property or being built elsewhere in the Sea Place Community for so long as the Declarant or any contractor has a lot for sale within Sea Place Community. The location and landscaping of the trailer shall be subject to approval of the Declarant.

9. **SIGNS AND SALES FACILITIES.** Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, sales facilities, model houses and other structures as the Declarant may deem advisable for development and sales purposes. No other signs may be placed upon the Oceanhomes Property except name and address signage as approved by the Committee (as hereinafter defined).

10. **AERIALS, ANTENNAS AND SATELLITE TELEVISION RECEPTION DISHES.** No radio, television aerial, antenna or satellite television reception dish nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any Dwelling or structure located on a Lot or on any portion of any Lot.

11. **MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Committee and any mail receptacles utilized shall be in accordance with the requirements of the U. S. Postal Service.

12. **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on or any part of the Oceanhomes Property, nor shall anything be permitted or done thereon which is or may become a nuisance to the Sea Place Community. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Oceanhomes Property. It is understood and acknowledged that any fireplaces constructed within a Dwelling shall be gas fireplaces and the Owner shall be responsible for filling, repairing and maintaining the gas tanks which provide the fuel.

13. **WELL LIMITATION; WATER SUPPLY; SEWAGE DISPOSAL.** No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Association. The central water system operated by Anastasia Sanitary District will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot except water used for lawn, garden or air-conditioning purposes and including, but not limited to, water for all water spigots and outlets located within and without all buildings, swimming pools, jacuzzis or other exterior uses. Each Owner shall pay when due the periodic charges or rates for the furnishing of water and sewage collection made by the supplier thereof.

Anastasia Sanitary District, or its successors and assigns, has the sole and exclusive right to provide all water and sewage facilities and services to the Oceanhomes Property, except as set forth herein. All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by Anastasia Sanitary District Company, or its successors and assigns. No water from air-conditioning systems or swimming pools or

nondomestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company. Anastasia Sanitary District has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for Utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

All Lots are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the Anastasia Sanitary District, or its successors or assigns.

14. **PETS.** Pets may be kept by an Owner on his Lot, but only if such pets do not constitute a nuisance on the Oceanhomes Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are on the Oceanhomes Property and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Oceanhomes Property any and all pets which create disturbances or annoyances that constitute a nuisance, in the sole determination of the Board.

15. APPROVAL OF IMPROVEMENTS.

(a) All Dwellings shall be constructed by the Declarant, or by contractors or builders approved by the Declarant. Changes in the exterior color schemes of any Dwelling or other buildings, or fence, wall, driveway, swimming pool, jacuzzi, landscaping, patio, screened porch or lanais or other structure or improvement, not installed by the Declarant or its designees, shall not be made without the prior written approval of the Architectural Control Committee (the "Committee") of the Association. Without limiting the foregoing without the approval of the Committee, (i) no awnings, shades or other extraneous fixtures or decorations may be attached to the exterior of any structure; (ii) no exterior windows or doors, including garage doors, may be altered, added, or deleted or relocated; (iii) no carports shall be permitted; and (iv) no garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage. Provided, however, nothing provided herein shall prohibit the Committee from establishing a standardized design for certain improvements and Owners may thereafter install such improvements without further approval, if such installation is in strict compliance with the pre-approved plans and specifications including, color, location, materials and standards of construction.

(b) In order to obtain the consent or approval of the Committee, building plans and specifications covering the same shall be submitted to the Committee. The building plans and specifications to be submitted to the Committee shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable, in its opinion, for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. No plans and specifications shall be approved unless suitable landscaping is provided. All Lots, Dwellings and improvements shall comply with all guidelines, conditions and stipulations set forth under the terms of the zoning regulations authorized by St. Johns County. Any request for approval not approved or denied by the Committee within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary. Provided, however, no improvement which violates any term of this Supplemental Declaration or the Master Declaration shall be deemed approved in this manner. In addition, all improvements to Lots which are not made by

Declarant or its designee and which are visible from the exterior are subject to the approval of the Architectural Review Board of the Sea Place Master Association, Inc. ("Master Association") pursuant to the terms and conditions more fully set forth in the Master Declaration.

ARTICLE VI

MASTER DECLARATION

1. **MASTER DECLARATION.** The terms and conditions of this Declaration and the Oceanhomes Property are subject to the Master Declaration, and in the event of a conflict with this Declaration, the terms of the Master Declaration shall govern.

2. **MASTER ASSOCIATION MEMBERSHIP.** The Master Association represents the residents and other non-residential owners of Sea Place Community from time to time, and its directors are those persons appointed or elected in accordance with the Master Association Articles of Incorporation, Bylaws and Master Declaration. Every Owner shall, by virtue of such ownership, be a member of the Master Association and shall be entitled to one vote to be cast by the person designated by the Owner of such Parcel in the manner provided in the Master Declaration.

3. **RIGHTS OF MASTER ASSOCIATION.**

(a) Notwithstanding anything herein to the contrary, this Declaration shall not be construed or amended in any manner so as to affect the property or rights of the Master Association, including the ARB, without the Master Association's written consent or joinder.

(b) If, for any reason, the Association fails or refuses to perform the obligations imposed on it hereunder and under any other documents relevant to the Oceanhomes Property, including, but not limited to, collection of Assessments necessary to maintain the Oceanhomes Property in a first class, attractive manner consistent in all respects with good property management, or if the Association fails to require an Owner to maintain that Owner's Lot to the standard determined by the Master Association, in its discretion, then the Master Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expense thereby incurred by the Master Association shall be reimbursed by the Association or shall be a Parcel Assessment as the Master Association deems to be appropriate.

(c) The Master Association is entitled to a lien upon each Lot for any unpaid assessment to the Master Association for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities, all as more particularly set forth in the Bylaws and Articles of Incorporation of the Master Association and Master Declaration ("Master Association Assessment").

ARTICLE VII

OWNER'S RIGHTS, RESPONSIBILITIES, AND EASEMENTS

1. **OWNER'S RIGHTS AND DUTIES.**

(a) In accordance with the provision of the Declaration and subject to the limitations provided elsewhere in this Declaration, every Owner has a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, together with a nonexclusive perpetual right and easement to utilize the access roads within Sea Place Community leading to the Common Roads from publicly dedicated roads, which easements are appurtenant and shall pass with the title to every Lot.

(b) Each Owner may delegate, subject to the Articles, Bylaws, Declaration and the Book of Resolutions, his right of enjoyment of the Common Property, Common Roads and

facilities to the members of his family, his tenants, his guests or contract purchasers who occupy the Parcel.

2. COMMON ROADS.

(a) Title to the Common Roads may be held in the name of Declarant, the Association, or the Master Association and shall be maintained by the Master Association, subject to the Master Declaration.

(b) Declarant, its successors and assigns (including the Master Association, as appropriate) shall have the right to adopt rules and regulations governing the use of the Common Roads.

(c) Declarant, in its sole discretion, and without the consent or joinder of any Owner or holder of a Mortgage, shall have the right to convey title to or dedicate the Common Roads to the Association, the Master Association or to any public agency or authority having jurisdiction over such roadways.

3. OWNER'S EXPENSE. Owners shall pay all costs of electrical, water, sewer, telephone, cable television and other utilities provided to the Dwelling, all real property taxes for the Owner's Lot and Dwelling and shall also pay for all premiums for contents insurance for all improvements and fixtures within the Dwelling including, without limitation, all carpeting, cabinets, plumbing and electrical fixtures and liability insurance insuring the Owner for incidents on the Lot or within the Dwelling. Owner shall also pay, at his cost and expense, the cost of keeping his Lot and Dwelling in good order, clean and free from debris.

ARTICLE VIII

INSURANCE

1. TYPES OF COVERAGE.

(a) Insurance of Common Property. The Board of Directors may obtain and, if additional Common Property with significant insurable improvements are added to the Oceanhomes Property, the Board of Directors shall be required to obtain and maintain, the following insurance as appropriate:

- (i) Fire insurance on the Common Property and any improvements constructed thereon, but only if their aggregate replacement cost exceeds the sum of \$10,000, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property; and
- (ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year. If insurance is required to be obtained, in no event shall insurance be less than \$500,000 with respect to any one person, \$1,000,000 with respect too any one accident or occurrence and \$100,000 with respect to any claim for property damage.

O.R. 976 PG 1298

(b) **Insurance of the Lots and Dwellings.** It shall be the responsibility of the Association to obtain, as a part of the Annual Assessment, casualty and liability insurance with respect to the Dwellings. The insurance shall include fire insurance and insurance against the perils customarily covered by an extended coverage endorsement, vandalism, malicious mischief and windstorm endorsement in an amount equal to not less than the full replacement cost of the Dwelling. Each Owner shall obtain such insurance as Owner desires for the contents and improvements within his Dwelling and liability insurance for incidents occurring within his Dwelling and on his Lot.

(c) The Board of Directors may obtain as a matter of common expense, payable from the Annual General Assessments, liability insurance against personal loss for actions taken by members of the Board and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

(d) The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

2. **REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.**

(a) In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board, the Committee and the Master Association ARB. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

(b) Any Owner whose Dwelling is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Dwelling to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article V above and in compliance with the requirements of any insurer. The Association shall cooperate with such Owner in completing such repairs or restoration and all insurance proceeds from the insurance policy, maintenance by the Association for the benefit of the Owners and their Dwellings shall be applied to such repair and restoration.

(c) Anything herein to the contrary notwithstanding, in the event (i) more than two-thirds (2/3) of the Dwellings on the Oceanhomes Property, in value, are destroyed by fire or other casualty, and (ii) eighty percent (80%) of the Owners (either by vote at a regular or special meeting or by executing a written document, within 90 days after the date of such damage or destruction) and the Mortgagees holding mortgages on seventy-five percent (75%) of the Lots encumbered by Mortgages agree to waive and terminate the provisions hereof, then neither the Dwellings nor the Common Property need be rebuilt.

ARTICLE IX

ASSOCIATION LIABILITY

1. **DISCLAIMER OF LIABILITY.** Notwithstanding anything contained herein, in Articles, Bylaws or rules and regulations of the Association, or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), neither Declarant nor the Association shall be liable or responsible for in any manner a guarantor or

insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Oceanhomes Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

2. **SPECIFIC PROVISIONS.** Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Oceanhomes Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Oceanhomes Property and the value thereof.

(b) Neither the Declarant nor the Association is empowered nor have they have been created to act as an entity which enforces or insures compliance with the laws of the United States of America, State of Florida, County of St. Johns or any other jurisdiction or prevents tortious or criminal activities.

(c) The provision of the Association Documents setting forth the uses of Assessments which may relate to health, safety, welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association or the Declarant to protect the health, safety or welfare of any persons.

3. **OWNER COVENANT.** Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Oceanhomes Property (by virtue of accepting such interest or lien or making use thereof) shall be bound by this Article and shall be deemed to automatically waived any and all rights, claims, demands, causes of action against the Association or Declarant arising from or connected with any manner for which the liability of the Association or Declarant has been described in this Article.

ARTICLE X

PARTY WALLS

1. **GENERAL.** The side boundary wall built as a part of the original construction of the attached single-family Dwellings is intended to be placed upon the dividing line between the Lots (whether or not such wall is actually on the dividing line between such Lots) and shall constitute a party wall. Each Owner shall own that portion of the party wall which stands on his Lot with a cross easement of support over the other portion.

2. **SHARING OF COSTS OF REPAIR AND MAINTENANCE.** The costs of reasonable repair and maintenance for party walls shall be shared equally by the Owners whose Dwellings incorporate the party walls.

3. **DESTRUCTION BY FIRE OR OTHER CASUALTY.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it to the same condition. No greater dimension of said party wall or any extension or restoration thereof shall be placed on the Lot of the Owner nor extending construction or restoring such party wall other than existing prior to such fire or casualty, without the written consent of all users of such party wall and the Committee. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice; however, to the right of such Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

4. **WEATHERPROOFING.** Notwithstanding any other provision of this Article, any Owner who by his negligent or willful acts, causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

5. **RIGHT TO CONTRIBUTION RUNS WITH THE LAND.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. **ARBITRATION.** In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and the arbitrator shall choose one additional arbitrator and the decision of the majority of the arbitrators shall be final and conclusive of the question involved.

ARTICLE XI

MISCELLANEOUS

1. **ENFORCEMENT.** The Association, or any Owner and the Declarant for so long as it is a Class B member, shall have the right but no obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that any Owner or Occupant shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of the terms and conditions of the Supplemental Declaration, if such violation occurs as a result of normal construction activity.

2. **APPROVAL OF ASSOCIATION.** Wherever in this Declaration, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Board of Directors of the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within sixty (60) days after the same has been submitted to the Association, the consent or approval of the Association the particular action sought in such written request shall be presumed, however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

3. **DECLARANT MAY DESIGNATE A SUBSTITUTE.** The Declarant shall have the sole and exclusive right at any time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Supplemental Declaration or under the provision of any plats affecting the Oceanhomes Property. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.

4. **AMENDMENTS OR VIOLATION RELEASES.** The Declarant reserves and shall have the right, without the consent or joinder of any Owner or Mortgagee (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including, without limitation, the foregoing, violations of any building restriction lines and provisions hereof relating thereof) if the Declarant in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot, and (c) to comply with any requirement of any Mortgagee or any governmental agency or similar entity having jurisdiction over the Oceanhomes Property.

O.R. 976 PG 1301

5. **AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.** In addition to the rights of the Declarant provided for in Section 4 hereof, the Association, with the consent of seventy five percent (75%) or more of each class of votes entitled to be cast in accordance with this Supplemental Declaration may amend or alter this Supplemental Declaration, and any parts hereof in any respect.

6. **SEVERABILITY.** Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court orders shall in no wise affect any other provisions which shall remain in full force and effect.

7. **TERM.** The covenants and restrictions of this Declaration shall run with and bind the Oceanhomes Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the consent of ninety percent (90%) of the votes of each class of membership, or in the event of the termination of Class B membership, 90% of the members.

8. **ANNEXATION.** Additional residential property may be annexed to the Property upon the recordation of a supplementary declaration imposing the covenants and restrictions of the Master Declaration and/or this Declaration upon the annexed property; provided, however, that the Declarant may only exercise this annexation prerogative for seven (7) years after recording of this Declaration.

9. **AMPLIFICATION.** The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein in an adverse manner. In the event of any conflict among this Supplemental Declaration, the Articles or the By-Laws, this Declaration shall control.

10. **RIGHTS OF MORTGAGEEES.** Upon written request to the Association, identifying the name and address of the Mortgagee, such Mortgagee shall be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its Mortgage.
- (b) Any sixty (60) day delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which it holds the Mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.
- (e) Copies of the Declaration, Bylaws and Rules and Regulations in effect from time to time.
- (f) Copies of the financial statements of the Association on an annual basis.

11. **ATTORNEY'S FEES.** In the event that any Owner or the Association brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to reimbursement for court costs and attorneys' fees on trial and appeal.

O.R. 976 Pg 1302

IN WITNESS WHEREOF, this instrument has been executed and dated as of
Jan. 26, 1993.

Signed, sealed and delivered
 in our presence:

NORTH CRESCENT BEACH, LTD.

By: SOUTHERN CONDOMINIUM
 DEVELOPERS, INC.,
 Its General Partner

Margie Taylor
 Print name: MARGIE TAYLOR

Lois Conrad
 Print name: Lois Conrad

By: Roger M. O'Steen
 Print name: Roger M. O'Steen
 Its President

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 26th day of January, 1993, by Roger M. O'Steen, the _____ President of Southern Condominium Developers, Inc., the general partner of North Crescent Beach, Ltd., a Florida limited partnership, who is known to me and who did not take an oath.

Leona L. Conrad
 Print name: Leona L. Conrad
 Notary Public, State of Florida

My Commission expires: 12/15/95

Serial Number: NS041953



LEONA L. CONRAD
 MY COMMISSION EXPIRES
 December 15, 1995

COPY

O.R. 976 PG 1303

EXHIBIT A

SEA PLACE III PROPERTY

PARCEL 1

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. John's County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the south line of Government lot 4, said section 15, with the easterly right of way line of state road A1A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of 00 39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14° 58' 00" West continuing along the Easterly right of way line of said State Road A1A, a distance of 1397.65 feet to the POINT OF BEGINNING; thence continuing North 14° 58' 00" West along said Easterly right of way line, a distance of 459.76 feet to an intersection with a line 405.69 Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15; thence North 89° 10' 30" East along last said line, 380.00 feet to an intersection with the Westerly boundary of Sea Place Unit "B", as recorded in Map Book 21, Pages 9 and 10 of the Public Records of St. Johns County, Florida; thence along last said line run the following two (2) courses and distances: COURSE NO 1: South 13° 44' 04" West, 137.86 feet; COURSE NO 2: South 06° 24' 18" East, 115.00 feet to an intersection with the Northerly right of way line of Sea Fair Drive (a 50 foot private easement as per the plat of Sea Place Unit "A", as recorded in Map Book 19, pages 29 and 30); thence Southeasterly along last said line run the following six (6) courses and distances; COURSE NO 1: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 480.96 feet, an arc distance of 162.75 feet, said arc being subtended by a chord bearing and distance of South 43° 29' 58" West, 161.98 feet to the point of tangency of said curve; COURSE NO 2: South 33° 48' 18" West, 26.30 feet to the point of curvature of a curve leading Southwesterly. COURSE NO 3: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 220.07 feet, an arc distance of 46.60 feet, said arc being subtended by a chord bearing and distance of South 27° 44' 21" West, 46.51 feet to the point of reverse curvature of a curve leading Southwesterly; COURSE NO 4: thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 59.65 feet, an arc distance of 55.55 feet, said arc being subtended by a chord bearing and distance of South 48° 21' 12" West, 53.57 feet to the point of tangency of said curve; COURSE NO 5: South 75° 02' 00" West, 19.90 feet to a point of curvature of a curve leading Northwesterly; COURSE NO 6: thence Northwesterly along and around the arc of a curve concave Northeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North 59° 58' 00" West, 39.60 feet to the POINT OF BEGINNING.

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PARCEL 2

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of a line lying 300 feet North of as measured at right angles to and parallel with the South line of Government Lot 4, said Section 15, with the Easterly right of way line of State Road A1A (a 100 foot right of way as now established); thence Northerly along said Easterly right of way line and along the arc of a curve concave Easterly, having a radius of 11509.20 feet through a central angle of 00 39'50" and an arc distance of 133.36 feet to the point of tangency of said curve; thence North 14 58'00" West along the Easterly right of way line of said State Road A1A, a distance of 1186.64 feet to the POINT OF BEGINNING; thence continuing North 14 58'00" West along said Easterly right of way line, a distance of 85.01 feet to an intersection with the southerly right of way line of Sea Fair Drive (a 50 foot private easement as per the plat of Sea Place Unit "A", as recorded in Map Book 10, pages 29 and 30); thence along last said line run the following six (6) courses and distances; COURSE NO 1: thence along and around the arc of a curve concave Southeasterly, having a radius of 28.00 feet, an arc distance of 43.98 feet, said arc being subtended by a chord bearing and distance of North 30 02'00" East, 39.60 feet to the point of reverse curvature of a curve leading Northeasterly; COURSE NO 2: thence Northeasterly along and around the arc of a curve concave Northeasterly, having a radius of 119.65 feet, an arc distance of 111.43 feet, said arc being subtended by a chord bearing and distance of North 48 21'12" East, 107.45 feet to the point of tangency of said curve; COURSE NO 3: North 21 40'24" East, 19.90 feet to the point of curvature of said curve leading Northeasterly; COURSE NO 4: thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 170.07 feet, an arc distance of 36.01 feet, said arc being subtended by a chord bearing distance of North 27 44'21" East, 35.94 feet to the point of tangency; COURSE NO 5: North 33 48'18" East, 26.30 feet to the point of curvature of a curve leading Northeasterly; COURSE NO 6: thence Northeasterly along and around the arc of a curve concave Southeasterly, having a radius of 430.96 feet, an arc distance of 45.56 feet, said arc being subtended by a chord bearing and distance of North 36 50'01" East, 45.54 feet to an intersection with the Westerly line of Lot 1, said Sea Place Unit "A", as recorded in Map Book 19, Pages 29 and 30 of the Public Records of St. Johns County, Florida, thence along the Westerly and Southerly boundaries of said Sea Place Unit "A" run the following eight (8) courses and distances: COURSE NO 1: South 44 09'41" East, 101.87 feet; COURSE NO 2: North 45 50'19" East, 105.00 feet; COURSE NO 3: North 60 57'24" East, 72.51 feet; COURSE NO 4: North 44 34'03" East, 105.03 feet; COURSE NO 5: North 05 48'30" West, 24.17 feet; COURSE NO 6: North 45 50'19" East 88.26 feet; COURSE NO 7: North 88 22'49" East, 131.00 feet; COURSE NO 8: North 01 37'12" West, 105.38 feet to an intersection with the Southerly right-of-way line of aforementioned Sea Fair Drive; thence along last said line on an arc of a curve leading Easterly, said curve being

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U.N. 370

concave Northwesterly, having a radius of 437.33 feet, an arc distance of 20.23 feet, said arc being subtended by a chord bearing and distance of North 78 03'27" East, 20.23 feet to the point of reverse curvature of a curve continuing Easterly; thence Easterly along and around the arc of a curve concave Southeasterly, having a radius of 186.76 feet, an arc distance of 7.78 feet, said arc being subtended by a chord bearing and distance of North 77 55'35" East, 7.78 feet to a point on the Westerly line of Parcel "B" (Recreation Lands), as described and recorded in Official Records Book 676, Page 1411 at seq of the Public Records of St. Johns County, Florida; thence along the Westerly, Southerly and Easterly line of said lands described in Official Records Book 676, Pages 1411 at seq of said Public Records run the following seven (7) courses and distance: COURSE NO. 1: South 00 49'30" East, 114.04 feet; COURSE NO. 2: North 89 10'30" East 110.00 feet; COURSE NO. 3: North 00 49'30" West, 40.67 feet; COURSE NO. 4: North 89 10' 30" East, 41.33 feet; COURSE NO. 5: North 00 49'30" West 41.33 feet; COURSE NO. 6: South 89 10'30" West 41.33 feet; COURSE NO. 7: North 38.41 feet to an intersection with said Southerly right-of-way line of Sea Fair Drive and intersection with the arc of the curve leading Southwesterly thence along last said line run the following (3) courses and distances: COURSE NO. 1: Thence Southeasterly along and around the arc of a curve concave Westerly and having a radius of 61.83 feet, and arc distance of 97.49 feet, said arc being subtended by a chord bearing and distance of South 32 58'32" East, 87.70 feet, subtended by a chord bearing in distance of South 32 58'32" East, 87.70 feet East. COURSE NO. 2: South 38.41 feet to the point of the curvature of a curve leading Southerly; COURSE NO. 3: Thence Southerly along and around the arc of the curve concave Southeasterly, having a radius of 174.18 feet, an arc distance of 19.67 feet, said arc being subtended by a chord bearing and distance of South 8 57'37" West. 19.66 feet to an intersection with the Northerly line of lot 21 of aforementioned Sea Place Unit "B"; thence along the Northerly, Westerly and Southerly lines of said Sea Place Unit "B" run the following five (5) courses and distances: COURSE NO. 1: South 89 10'30" West, 110.98 feet; COURSE NO. 2: South 26 34'54" West, 27.00 feet to the point of curvature of a curve concave Southerly; COURSE NO. 3: Thence Southerly along an around the arc of the curve concave Southwesterly, having a radius of 21.21 feet, an arc distance of 28.66 feet said arc being subtended by a chord bearing in distance of South 50 03'04" East, 26.53 feet; COURSE NO. 4: South 11 20'12" East 115.65 feet; COURSE NO. 5: North 89 10'30" East, 144.71 feet to an intersection with those lands described in Official Record Book 699 page 1518 at seq of said Public Records; thence along the last said line run the following two (2) courses and distances. COURSE NO. 1: South 28 56'14" East, 7.06 feet; COURSE NO. 2: North 89 26'20" East, 332.85 feet to an intersection with the Southerly line of the lands known as Sea Place I, a Condominium, recorded in Official Records Book 676, Pages 1411 at seq of said Public Records; thence along last said line and then the Easterly line of said lands, run the following five (5) courses and distances: COURSE NO. 1: South 00 33'40" East, 28.00 feet; COURSE NO. 2: North 89 26'20" East, 64.00 feet; COURSE NO. 3: North

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56 50'20" East, 20.18 feet; COURSE NO. 4: North 89 26'20" East, 53.83 feet; COURSE NO. 5: North 07 55'54" West, 960.19 feet to an intersection with said line being 405.69 feet Southerly of as measured at right angles to and parallel with the Northerly line of said Section 15, thence North 89 10'30" East along last said line, a distance of 464 feet, more or less, to the Mean High Water Line of the Atlantic Ocean; thence in a general Southerly direction along last said line, a distance of 670 feet, more or less, to a point which bears North 89 26'20" East 1875 feet, more or less, from the POINT OF BEGINNING; thence South 89 26'20" West, 1875 feet, more or less, to the POINT OF BEGINNING.

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LESS AND EXCEPT THE THREE PARCELS OF LAND HEREINAFTER DESCRIBED AS
PARCELS A, B AND C.

COPY

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EXHIBIT A

PARCEL A

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN the Southeasterly corner of Lot 15, Seaplace Unit A, as recorded in Map Book 19, Pages 29 and 30 of the public records of St. Johns County, Florida; thence South 78°34'12" East, 62.44 feet, to the Northwesterly corner of Lot 21, Seaplace Unit B, as recorded in Map Book 21, Pages 9 and 10 of the public records of St. Johns County, Florida; thence Southwesterly and Southeasterly along the Westerly line of Lots 21, 22, 23, 24, and Tract A of said Seaplace Unit B, run the following three (3) courses and distances: COURSE NO. 1: South 26°34'54" West, 27.00 feet; COURSE NO. 2: Southeasterly along and around the arc of a curve concave Southwesterly, having a radius of 21.21 feet, an arc distance of 28.66 feet, said arc being subtended by a chord bearing and distance of South 50°03'04" East, 26.53 feet to the point of tangency of said curve; COURSE NO. 3: South 11°20'12" East, 115.65 feet, to the Southwesterly corner of said Lot 24, Seaplace Unit B; thence North 89°10'30" East, along the Southerly line of said Lot 24, also being the Southerly boundary line of said Seaplace Unit B, 21.26 feet; thence South 06°49'26" East, 68.61 feet; thence

South 02°33'53" East, 74.76 feet; thence South 29°16'36" West, 55.48 feet; thence South 73°33'55" West, 38.34 feet; thence North 50°52'20" West, 80.44 feet; thence North 32°49'09" West, 95.58 feet; thence North 85°29'41" West, 92.35 feet; thence South 50°20'46" West, 46.02 feet; thence South 42°16'52" West, 100.30 feet; thence North 65°24'45" West, 35.42 feet; thence North 45°50'19" East, 22.48 feet; thence North 00°04'53" West, 70.04 feet; thence North 44°16'34" West, 17.08 feet; thence South 87°17'24" West, 17.79 feet; thence North 45°35'30" West, 38.50 feet, to the Southeasterly boundary line of said Seaplace Unit A; thence Northeasterly and Northwesterly along last said line run the following five (5) courses and distances: COURSE NO. 1: North 60°57'24" East, 64.06 feet; COURSE NO. 2: North 44°34'03" East, 105.03 feet; COURSE NO. 3: North 05°48'30" West, 24.17 feet; COURSE NO. 4: North 45°50'19" East, 88.26 feet; COURSE NO. 5: North 88°22'49" East, 131.00 feet, to the **POINT OF BEGINNING**.

Containing 2.187 acres, more or less.

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EXHIBIT A

PARCEL B

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida being more particularly described as follows:
BEGIN at the most Westerly corner of Lot 1, Sea Place Unit A as recorded in Map Book 19, Pages 29 and 30 of the Public Records of St. Johns County, Florida; thence South 44°09'41" East along the Southwesterly line of said Lot 1, a distance of 101.87 feet to the Southeast line of said Lot 1; thence North 45°50'19" East, along the last said line and the Southeast line of Lots 2 and 3 of said Sea Place Unit A, a distance of 105.00 feet; thence North 68°57'24" East along the Southeast line of Lot 4, said Sea Place Unit A, a distance of 8.45 feet; thence South 45°36'30" East, a distance of 38.50 feet; thence North 87°17'24" East, a distance of 17.79 feet; thence South 44°16'34" East, a distance of 17.08 feet; thence South 00°04'53" East, a distance of 70.04 feet; thence South 45°50'19" West, a distance of 22.48 feet; thence South 12°35'36" West, a distance of 33.20 feet; thence South 45°50'19" West, a distance of 48.83 feet; thence North 44°09'41" West, a distance of 18.30 feet; thence South 45°50'19" West, a distance of 4.70 feet; thence North 44°09'41" West, a distance of 10.70 feet; thence South 45°50'19" West, a distance of 5.00 feet; thence North 44°09'41" West, a distance of 130.83 feet; thence South 45°50'19" West, a distance of 18.00 feet; thence North 46°38'20" West, a distance of 80.99 feet to the Southeastly right-of-way line of Sea Fair Drive (a 50 foot private right-of-way as shown on said Plat of Sea Place Unit A); thence run the following two (2) courses and distances along the last said line; COURSE NO. 1: North 33°48'18" East, 3.77 feet to the point of curvature of a curve leading Northeastly; COURSE NO. 2: Northeastly along and around the arc of a curve concave Southeastly, having a radius of 430.96 feet, an arc distance of 49.56 feet, said arc being subtended by a chord bearing and distance of North 36°50'01" East, 45.54 feet to the POINT OF BEGINNING.
 Containing 0.52 acres more or less.

FOR: STOKES-O'STEEN COMMUNITIES

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PARCEL C

A portion of Government Lot 1, Section 15, Township 8 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows:

CUMMENCE at the intersection of the line lying 100 feet North of, as measured at right angles to, and parallel with, the South line of Government Lot 4, said Section 15, with the Easterly right-of-way line of State Road No. A-1-A (a 100 foot right-of-way as now established); thence Northerly along said Easterly right-of-way line, and along the arc of a curve, concave Easterly, and having a radius of 11509.20 feet, through a central angle of 00°39'50" and an arc distance of 133.36 feet, to the point of tangency of said curve; thence North 14°58'00" West, continuing along said Easterly right-of-way line, 1184.64 feet; thence North 89°26'20" East, 1226.25 feet, to the POINT OF BEGINNING; thence North 07°52'31" West, 120.98 feet; thence South 89°26'20" West, 315.85 feet, to the point of curvature of a curve to the right; thence along and around the arc of said curve, concave Northeasterly, having a radius of 126.29 feet, an arc distance of 65.67 feet, said arc being subtended by a chord bearing and distance of North 75°39'53" West, 64.94 feet, to the point of reverse curvature of a curve to the left; thence along and around the arc of a said curve, concave Southerly, having a radius of 25.0 feet, an arc distance of 31.42 feet, said arc being subtended by a chord bearing and distance of South 83°13'57" West, 29.39 feet; thence North 42°46'09" West, 50.00 feet, to the arc of a curve to the Northeast; thence along and around the arc of said curve, concave Northwesterly, having a radius of 486.56 feet, an arc distance of 39.65 feet, said arc being subtended by a chord bearing and distance of North 44°53'14" East, 39.84 feet, to the point of compound curvature of a curve to the left; thence along and around the arc of said curve, concave Northwesterly, having a radius of 146.02 feet, an arc distance of 134.05 feet, said arc being subtended by a chord bearing and distance of North 16°14'20" East, 129.40 feet, to the Southerly line of Sea Place Unit B, as recorded in Map Book 21, Pages 9 and 10 of the Public Records of said county; thence North 89°10'30" East, along last said line, 25.78 feet, to the Southwesterly line of Sea Place I, Parcel A, A Condominium, as recorded in Official Records Book 676, Page 1374, et. seq. and Official Records Book 676, Page 1411, et. seq. of the Public Records of said county; thence South 28°44'37" East, along last said line, 7.04 feet, to the Southerly line of said Sea Place I, Parcel A, A Condominium; thence North 89°26'20" East, along last said line, 48.28 feet; thence Southwesterly, along and around the arc of a curve, concave Southeasterly, having a radius of 25.0 feet, an arc distance of 38.48 feet, said arc being subtended by a chord bearing and distance of South 45°20'44" West, 34.79 feet, to the point of reverse curvature of a curve to the right; thence along and around the arc of said curve, concave Northwesterly, having a radius of 196.02 feet, an arc distance of 88.46 feet, said arc being subtended by a chord bearing and distance of South 14°10'51" West, 87.71 feet, to the point of reverse curvature of a curve to the left; thence along and around the arc of said curve, concave Northwesterly, having a radius of 25.0 feet, an arc distance of 47.40 feet, said arc being subtended by a chord bearing and distance of South 27°12'33" East, 40.61 feet, to the point of compound curvature of a curve to the left; thence along and around the arc of said curve, concave Northerly, having a radius of 76.29 feet, an arc distance of 12.03 feet, said arc being subtended by a chord bearing and distance of South 86°03'06" East, 12.02 feet, to the point of tangency of said curve; thence North 89°26'20" East, 292.10 feet, to the point of curvature of a curve to the left; thence along and around the arc of said curve, concave Northwesterly, and having a radius of 25.0 feet, an arc distance of 42.46 feet, said arc being subtended by a chord bearing and distance of North 40°46'55" East, 37.54 feet, to the point of tangency of said curve; thence North 07°52'31" West, 90.84 feet, to the aforesaid Southerly line of Sea Place I, Parcel A, A Condominium; thence North 89°26'20" East, along last said line, 60.45 feet to the Southwesterly line of said Sea Place I, Parcel A, A Condominium; thence North 89°26'20" East, along last said line, 20.18 feet to the Southerly line of said Sea Place I, Parcel A, A Condominium; thence North 89°26'20" East, along last said line and along the Easterly prolongation thereof, 560 feet, more or less, to the mean high water line of the Atlantic Ocean; thence Southeasterly, along said mean high water line and the meanderings thereof, 300 feet, more or less, to the intersection with a line that bears North 89°26'20" East, 670 feet, more or less, from the POINT OF BEGINNING; thence South 89°26'20" West, along last said line, 570 feet, more or less, to the POINT OF BEGINNING, and to close.