

In & Ret - Anastasia Lakes on the Island
65 Anastasia Lakes Dr.
St. Aug. FL 32084

32 Rec
129 + 16.50

FLORIDA)
ST. JOHNS COUNTY)
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE ANASTASIA LAKES ON THE ISLAND

THIS DECLARATION is made on the date hereinafter set forth by
St. Augustine Development Corporation, a Florida Corporation
(hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has acquired certain property (hereinafter
the "Properties") located in St. Johns County, State of Florida,
which is more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 14, 15, 16, 17, 18, 19, 58, 59, 60, 61,
62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72,
73, 74, 75, 76, 77, 78, 79 and 80 of the
Anastasia Lakes, Unit I, as shown on the Plat
entitled Anastasia Lakes, prepared by Sizemore
and Associates, Inc., dated February 4, 1994,
recorded in Map Book 27, pages 84 through 87,
of the Official Records of St. Johns County.

Together with the following streets and
rights-of-way as shown on the aforesaid plats:
Anastasia Lakes Drive and Hawksbill Lane.

Together with the following tracts:
Tract "A", Tract A-1, Tract A-2, Tract B,
Tract B-1, Tract C, Tract D, Tract D-1, Tract
E and Tract F.

NOW THEREFORE, Declarant hereby declares that all of the
Properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the Properties and be
binding on all parties having any right title or interest in the
Properties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The
Anastasia Lakes on the Island Homeowners Association, Inc., a
nonprofit Florida Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of fee simple title to any
Lot which is a part of the Properties, including contract sellers,

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Clerk # 94025624 O.P. 1065 PG 1254 11:42AM 07-28-94
Recording 129.00 Surcharge 16.50

but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Lake Area, Wetland Jurisdictional Area, Buffer Strips, Lake Level Control and Drainage Area, Ingress, Egress, Drainage and Utilities Area, Walkway Area and Neighborhood Recreational Site. Declarant shall designate portions of the Common Area to be kept by the Association as Conservation Easements in perpetuity.

In addition, all roadways serving and located on the Properties outside dedicated easements or public rights-of-way and not located on any Lot, and all sewer and water lines serving said tract and not located within a public street, right-of-way or public sanitary sewer or water easement shall be deemed Common Area.

Section 5. "Lot" shall mean and refer to any plot of land comprising a single dwelling site shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to St. Augustine Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot, from the Declarant for the purpose of development together with a recorded assignment of Declarant's rights for such Lots.

Section 7. "Member" shall mean and refer to every person or entity which holds membership in the Association.

Section 8. "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 9. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 10. "Developer" shall mean and refer to Anastasia Lakes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot, for the purpose of development together with a recorded assignment of Developer's rights for such Lots.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, master homeowners' association or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded. Notwithstanding the foregoing, Declarant hereby reserves the right, but is in no way

obligated, to, dedicate the sewer lines, water lines, electrical lines, cable TV lines, streets and other common use facilities together with necessary easement areas, or right of ways and access rights, to appropriate public authorities for public use and maintenance;

(d) the right of the Association to limit the number of guests of Members for the use of any recreational facility situated upon the Common Area;

(e) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, except for ingress and egress access; provided, however, the rights of such mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

(f) the right of the individual Owners to the exclusive use of parking spaces as provided in this Article;

(g) easements as provided in Article XI hereof. An Owner's spouse, parent, and child who reside with such Owner shall have the same easement of enjoyment hereunder as an Owner.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his/her right of enjoyment to the Common Area and facilities to his/her tenants or contract purchasers who reside on the property and who have been pre-approved by the Association. Such Owner shall submit to the Secretary of the Association a written application for tenant approval in accordance with the rules and regulations for tenants. The rights and privileges of such delegates are subject to the suspension to the same extent as those of the Owner and for any violation of the tenant's lease.

Section 3. Parking Rights and Private Streets. If an individual Lot has a driveway and/or garage located thereon, the Owner of such Lot may park automobiles or other permitted passenger vehicles on such driveway; provided that passenger vehicles shall be parked in garages with the garage door closed as much as reasonably possible.

All Owners shall have a nonexclusive right of ingress and egress upon any private streets leading to and from the streets dedicated to public use. No boats, commercial vehicles, school buses, or trailers of Owners or their tenants or guests shall be parked within the right-of-way of any public street in or adjacent to the Properties. Boats, trailers and commercial vehicles shall be parked inside garages at all reasonable times with the garage door closed as much as reasonably possible. The Association may further regulate the parking of boats, trailers, commercial vehicles, trucks and other such items and require appropriate screening of such from view and to regulate their parking on the private roads, driveways and parking areas within the Common Area and which provide access to the Common Area. No motor vehicles shall be left unattended in excess of seven (7) consecutive days. The Association reserves the right to place uniform traffic signs in the private streets in order to control parking, the regulation of traffic, and other signs as are appropriate. Motor bikes are expressly prohibited in any Common Area except on established private streets and driveways.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that prior to the conveyance of the first Lot in each phase, it will convey fee simple title to the Common Area in such phase to the Association, free and clear of all encumbrances and liens subject, however, to nonexclusive easements for utilities, storm drainage and access upon private streets (as set forth in Section 3 hereinabove).

Section 5. TV Antennas and Cable TV. The erection of television antennas or satellite dishes or short wave radio antennas on individual Lots is prohibited. Cable TV is available to each Lot as provided by the local cable TV company.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member. Membership shall be appurtenant to

and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. 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. No fractional vote shall be permitted.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; provided that the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, such additional lands are annexed to the Properties without the assent of the Class A membership on account of the development of such additional lands by Declarant, all as provided for in Article VII, Section 2 of the Declaration; or

(b) Seven (7) years after the recordation of this Declaration.

Section 3. The Association shall be a non-profit corporation organized under the laws of the State of Florida.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, is deemed to covenant and agree to pay the

Association: (1) annual assessments and charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual assessments, special assessments and charges (including, but not limited to any applicable late payment charges), together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment and charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment and charge fell due. The personal obligation for delinquent assessments and charges shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments and charges levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement, and maintenance of the Common Area. The initial working fund, to establish funds for the maintenance of Association property shall be Two Hundred Forty (\$240.00) Dollars per Lot, payable by each Purchaser at closing of a Lot from Declarant.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred (\$300.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 3(a) above for the next

succeeding five years and at the end of each such period of five years, for each succeeding period of five years, 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence

as to all Lots in a phase on the first day of the month following the conveyance of the first Lot in such phase. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment and charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments. These remedies of the Association are cumulative and not exclusive of other remedies nor is pursuit of one remedy a waiver of any other remedy. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect said lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments and charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. No land or improvements devoted to dwelling use, however, shall be exempt from said assessments. Unimproved Lots owned by the Declarant or the Developer shall not be subject to annual assessments. Improved Lots owned by Declarant or the Developer which are not occupied shall be subject to a reduced annual assessment in the amount of five percent (5%) of the annual assessment charged to improved Lot Owners. Lots shall be deemed improved upon the issuance of a certificate of occupancy by the governmental agency having jurisdiction thereover. During the Development Period the Declarant shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due to the budgeted levels. The Declarant shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Subdivision to an Owner other than the Declarant and shall continue until the Declarant shall notify the Association that it will no longer pay for operating deficits of the Association. Upon the termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay assessments on improved Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Lots within the Subdivision.

Section 11. Responsibility for Maintenance of Private Streets. The maintenance responsibility of any private streets shall rest with the Association in accordance with an applicable law.

Section 12. Surface Water or Stormwater Management System: Enforcement. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

To the extent provided by Law, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No lighting shall be permitted of outdoor activity or recreational areas or which alters the residential character of the Properties. No building, mailbox, fence, wall, sign (including mailbox and street numbers), external lighting or other structure shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereto or to a Lot (including but not limited to the planting of vegetation) be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove

such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Declarant reserves the right to establish stricter architectural controls, including without being limited to, setback restrictions and minimum dwelling sizes, for property annexed pursuant to Article VII.

Section 2. No Owner shall erect a dog run upon the Properties.

Section 3. Garbage storage shall be in cans or other appropriate waste containers located in designated areas.

Section 4. Declarant and Developer and Lots owned by Declarant or Developer shall be exempt from the restrictions contained in this Article, provided Declarant or Developer adheres to the general plan of development.

ARTICLE VI

EXTERIOR MAINTENANCE

Each Owner shall maintain his or her Lot and the improvements situated thereon in first class condition. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Properties and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, Owner's portion of the irrigation system, lake edge maintenance and spartina grass, all in a manner where such frequency is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth or trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Properties, in accordance with the

provisions of this Article VI. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be the personal obligation of the Owner.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property, except as provided in Section 2 of this Article VII, shall require the assent of two-thirds (2/3) of each class of Members at a meeting duly called for this purpose. Written notice and quorum requirements shall be pursuant to Section 5 of Article IV, provided notice of said meeting shall also set forth the purpose of the meeting.

Section 2. All property described on Exhibit "A" attached hereto is deemed future development property and may be annexed by the Declarant and made subject to this Declaration without the consent of Members. Declarant reserves the right to annex such future development property in any fashion.

ARTICLE VIII

DELETED NOT APPLICABLE

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 1. Insurance. The insurance which shall be carried upon the Properties shall be governed by the following provisions:

- (a) The Association shall insure itself, the members of the Board, and the Lot Owners against liability for personal injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about or arising from or relating to the Common Areas

including, without being limited to, water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to be in such amounts as is determined necessary and adequate from time to time by the Board. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Lot Owners as a group or to a Lot Owner. In the event the insurance purchased by the Association on behalf of the Lot Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be assessed at a uniform rate against all Lot Owners without requirement of an affirmative vote of the Members.

(b) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least three (3) days prior to the expiration date of such policies and shall be a part of the annual assessment.

(c) Each Lot Owner shall, at such Owner's expense, obtain hazard insurance covering all risks (herein "Casualty Insurance") including fire and extended coverage and public liability, personal injuries or damage arising out of the use and occupancy of such Owner's Lot inasmuch as the same will not be insured by the Association, but such Casualty Insurance shall provide that it shall be without contribution as against the Casualty Insurance purchased by the Association or shall be written by the carrier of such Casualty Insurance to name the Lot Owner and the Association as parties insured thereunder, as their respective interests may appear. Each Lot Owner's hazard insurance shall insure such Owner's home in such amounts as to provide for the cost of replacement of the home. Prior to the expiration of any such policy, the Lot Owner shall, upon

request of the Association, furnish the Association with evidence satisfactory to the Association that the policy has been renewed or replaced in compliance herewith. If an Owner fails to insure the Owner's property in accordance with this paragraph, the Association may procure such insurance and shall assess such Owner for the premium to secure such insurance, together with all costs incidental thereto.

Section 2. Responsibility for Reconstruction or Repair. If any portion of the Common Areas, Lots, or improvements thereon, shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the insurance fund made available, and any such reconstruction or repair shall be substantially in accordance with the original plans of the Lots and improvements thereon damaged or destroyed.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed; provided, however, the Board of Directors shall have satisfied this provision, and shall not be liable to the Members for failure to maintain sufficient coverage, if the amount of coverage maintained equals or exceeds the cost of replacement of all improvements as reflected on an annual appraisal made by a qualified real estate appraiser or by the insurance carrier, as selected by the Board.

Section 4. Special Assessments for the Purchase and Reconstruction of Homes. In the event that any home located on the Properties is substantially destroyed by fire or other hazard, the Owner thereof shall give written notice to the Association within thirty (30) days following such destruction of whether such Owner intends to repair or reconstruct the home; and if the Owner fails to give such notice to the Association, it shall be conclusively

considered, for purposes of this Section, as notice that such Owner does not intend to repair or reconstruct the home. For purposes of this Section, "substantially destroyed" shall mean that the costs of the replacement or repair equals at least fifty (50%) of the appraised value of the improvements on the Lot before they were damaged. If the Owner elects not to repair or reconstruct the home, the Association shall have the first right and option to purchase such Lot in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the Owner's election not to repair or reconstruct.

(a) Exercise of Option. The Board of Directors shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged home will result in substantial, pecuniary injury to the Association or diminution in value of the remaining Properties. The committee can employ such persons, including, but not limited to, real estate appraisers, realtors, architects, and engineers, as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within thirty (30) days of the commencement of the Association's purchase option. The report shall set forth such matters as the Board and committee deem pertinent and shall contain estimates of the pecuniary injury and diminution in value along with an estimate of the cost of purchase and reconstruction of the home.

If the Board of Directors determines that it would be advantageous to the Association and/or to the remaining Properties to purchase and reconstruct the home, it shall call a special meeting by giving written notice thereof, setting forth the purpose of the meeting, to all Members within seven (7) days following submission of the committee report. The special meeting of Members

shall be held not less than seven (7) days nor more than fifteen (15) days following notice to Members. Upon an affirmative vote of at least two-thirds (2/3) of each class of Members present and voting, the Board will be authorized to purchase and reconstruct the home and to assess all Lots equally for all costs and expenses arising out of the purchase and repair or reconstruction of the home. The Board can request that the assessment be paid in a lump sum, in installments during an assessment year, or over a period of two (2) or more assessment years, as the Board, in its discretion, shall determine to be appropriate. Such an assessment shall be in addition to, and not in lieu of, the annual assessments provided for in Article IV.

(b) Determination of Value. The Owner of the home shall convey marketable title thereto to the Association upon payment to the Owner by the Association of the fair market value of the Lot and home in its damaged condition. Fair market value shall be determined in any manner agreed upon by the Association and the Owner. If they cannot otherwise agree on a fair market value or method of determining fair market value, each shall appoint an appraiser and those two appraisers shall appoint a third appraiser. The average of the three appraisals shall be final and binding on all parties. Each party shall pay the fee of the appraiser selected by it or him, and each party shall pay one-half (1/2) of the fee of the third appraiser. If the Board and the Owner agree upon a single appraiser, each shall pay one-half (1/2) the costs of the appraisal.

(c) Application of Insurance Proceeds. The Owner of the home, prior to conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the home as shall be necessary to pay all

liens, mortgages, deeds of trust, taxes and encumbrances upon the Lot so that the fee simple marketable title thereto can be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the Lot, the purchase price shall be reduced by an amount adequate to pay any such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option provided for herein, the Owner can retain the Lot or may transfer or convey it, upon such terms and conditions as the Owner may elect, to any person, to be used solely as a site of a home. The reconstructed or repaired home unit shall be identical to the destroyed home unit, unless a change shall be approved by the Board or its designated architectural committee, and shall be constructed in conformity with plans submitted to and approved by the Board or its designated architectural committee, prior to construction.

(e) Retention by Owner. If a home is not habitable by reason of damage, and the Owner gives notice of the election to repair or reconstruct the home, the obligation of the Owner to pay annual improved Lot assessment installments shall not be suspended. In the event a home is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, the Owner shall remove or cause to be removed, at such Owner's expense, all debris from the Lot, so that it shall be placed in a neat, clean, and safe condition and if such Owner fails to do so, the Association can cause the debris to be removed, and the costs of removal shall constitute a lien upon the home and its Lot until paid by the Owner, unless the Lot is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the home, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, to enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the home, and no other portion of the Properties, including the Common Area and facilities, shall be pledged, hypothecated, mortgaged, subjected to a deed of trust, or otherwise given as security for any obligations arising out of said purchase and/or reconstruction, and no Member shall be required to become personally obligated therefore.

The Association shall hold title to the Lot and improvements for the benefit of all Members. The Board can lease or sell the Lot and improvements thereon upon such terms and conditions as it, in its discretion, deems most advantageous to the Members. The lease rental shall be applied in the following order of priority: (1) to the payment of all rental costs and fees, if any; and all taxes, assessments, liens, encumbrances, and obligations on or secured by the Lot; (2) to the maintenance, upkeep, and repair of the home; (3) to payment or repayment to the Members, pro rata, of the special assessment, if any, for purchase and reconstruction of the home; and (4) to the Association's general operating fund for common expenses of the Association. In the event the Lot is sold, the purchase price shall be applied in the following order of priority: (1) to the payment of all costs and fees from the sale, and all taxes, assessments, liens, encumbrances, and obligations on or secured by the Lot; (2) to the payment or repayment to the Members, pro rata, of the special assessments, if any, for purchase and reconstruction of the home; and (3) to the Associations' general operating

fund for common expenses of the Association. Any payment or repayment to Members of the special assessment can be in cash or can be applied to the annual assessment due or to become due.

(g) Application of Declaration and By-laws. Any home (including the Lot on which it was constructed) which is destroyed and not subsequently restored or reconstructed and any home which has been destroyed in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall continue to be subject to the provisions of this Declaration and to the By-laws of the Association.

ARTICLE X

USE RESTRICTIONS

Section 1. Rules and Regulations. Except as provided in Section 5 hereof, the Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Use of Properties. No portion of the Properties (except for temporary office(s) of and/or model homes used by the Declarant and/or Developer) shall be used as a model home or open house or for any commercial activity and the Properties shall be used only for residential purposes and for purposes incidental or accessory thereto. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. In the event of a dispute as to whether a nuisance

exists, the dispute shall be submitted in writing to the Board of Directors which shall render a decision in writing.

Section 4. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained for non-commercial purposes, and no animal shall be permitted upon the Common Area unless the same is under leash.

Section 5. Signs. No signs, including "for rent", "for sale", and similar signs, shall be erected or maintained on any Lot, on any improvements constructed on said Lot or on any vehicles parked on said Lot for promotional purposes, except by Declarant or Developer or with written permission of the Board of Directors.

Section 6. Lake Rights. For those Lots bordering any lake or wetland, Declarant reserves any water rights which it may have in any lake or wetland. If a Lot borders or includes a portion of such lake or wetland, the Lot Owner shall have as an easement appurtenant thereto the right to cross into and on said lake or wetland for the privilege of fishing, swimming or boating in such lake or wetland subject to the following conditions:

- (i) The use of said lake or wetland, as aforesaid, shall be entirely at the risk of the Owner, and neither the Declarant or the Developer or the Association shall be responsible for the purity or cleanliness of the water of the aforesaid lake or wetland, or for any substance therein.
- (ii) The Lot Owner may not construct a dock, float, or raft, or any projection of any kind from his property into, extended, or over said lake or wetland unless approved by the Architectural Control Committee or the Board of Directors.
- (iii) The use of such lake or wetland shall be subject at all times to reasonable rules and regulations of the Board of Directors, which may provide among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, motor boats, and other kinds of craft and provide reasonable rules and regulations if swimming is even allowed.
- (iv) The Lot Owner may not withdraw water from such lake or wetland without written permission of the Board of Directors. Further, a permit from St. Johns River Water Management District may be required.
- (v) Neither Declarant or Developer or the Association shall be held responsible for any damages caused the Owner by reason of the flooding of the Lot through causes beyond the control of the Declarant or Developer or the Association. Neither the Declarant or Developer or the Association similarly shall be held responsible for

damages by reason of the water therein subsiding. The Declarant and Developer or the Association similarly shall not be held responsible for the lack of water, the dropping of the water level, or maintaining the planned water level of such lake or wetland.

The Declarant hereby reserves the right to enter upon Lots to access the Lake or wetland areas and a ten (10) foot non-exclusive easement along the high water mark of such lake or wetland over each Lot bordering a lake or wetland for the benefit of the Association and in order to perform maintenance, repairs, and replacement of said lake or wetland. At the time of the conveyance of the lake or wetland area to the Association, such maintenance easement shall be transferred to the Association which will assume responsibility for the maintenance, repairs, and replacement of said lake or wetland.

The Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or wetlands and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in such lake or wetland. Lots which now, or may hereafter be, adjacent to, or include a portion of, a lake or wetland shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. If the Owner of any such Lot fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but not obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lot pursuant to the provisions of Article VI.

Those Lots not bordering any lake or wetland shall only have access to the lake or wetland at such location and under such rules and regulations as established by the Board of Directors of the Association.

Section 7. Buffer Zones. Tracts D and D-1 as shown on the Plat are hereby restricted to remain in their original, uncleared,

natural state. Neither the Association nor any owner of any lot may clear, undercut, trim or otherwise disturb or molest such buffer zones and no construction of any nature, including, but not limited to, fencing, garden sheds or other improvements, may be placed thereon. Before any construction or clearing may occur in areas adjacent to such buffer zones, the buffer zones must be clearly staked and flagged. The restrictions contained in this Article X, Section 7, in addition to the methods otherwise provided for herein, may be enforced by the City of St. Augustine, Florida.

ARTICLE XI

EASEMENTS

All the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, cable television, telephone and electric power lines and other public utilities as shall be constructed or established by the Declarant or by Developer or by their predecessors in title prior to conveyance of land subject to such easement to a third party; and the Board of Directors of the Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties.

An easement is hereby established over the Properties and facilities for the benefit of applicable governmental agencies, public utility companies, and public service agencies as necessary for setting, removing, and reading of meters, replacing and maintaining water, sewer, and drainage facilities, electrical, telephone, gas, and cable antenna lines, firefighting, garbage collection, postal delivery, emergency and rescue activities, and law enforcement activities.

Declarant hereby grants to Developer and reserves such easements through the Properties as may be reasonably necessary for the purposes of completing the development, advertisement, construction and sale of the Properties, and for the installation and maintenance of utilities, streets, and common use facilities,

which easements shall exist as long as reasonably necessary for the such purposes.

A general easement for installation and maintenance of all utilities, common use facilities and storm drainage are reserved over the Common Area and street rights-of-way and over a ten foot area along each front Lot line, a ten foot area along each rear Lot line, and a three foot area along each side Lot line, except the common boundary between Lot 13 and Lot 14 shall be a ten foot area along each side Lot line for a sewer line easement. Additionally, a general easement for installation and maintenance of a common use irrigation system is reserved over an area three feet on each side of the center line of the water line as constructed, where such construction occurs outside of the ten foot rear Lot line easement on all Lots bordering the lake. Within these easement areas, Declarant shall construct a common use irrigation system which shall use a well and pump facilities which shall be owned, operated and maintained by the Association. The Association shall also own, operate and maintain the common use irrigation system constructed in the easement area along Mizell Road. The well and pump facilities shall be located on Lot 19 and an easement for such facility is hereby reserved. Each Lot shall have one or more stub outs for hook-up to the system using a 1 1/2 inch valve and the Lot Owner's maintenance responsibility begins from such 1 1/2 inch valve hook-up.

Within the ten foot easement area reserved along the rear Lot lines of Lots 1 through 17, Declarant shall construct a common use fence, and hereby reserves an easement for itself and the Association to cross over such Lots 1 through 17 to maintain, repair, and replace such fence at the expense of the Association. The fence ownership shall be conveyed to the Association together with Declarant's rights to have Hurst Properties, Inc., its successors and assigns be jointly responsible for the cost of maintaining the fence and solely responsible for maintaining the portion of the fence facing away from the Properties.

All Lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots and the Common Area by the Declarant or Developer to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters, downspouts, walls, driveways, and air conditioning units.

All Lots, Common Areas, and private streets shall be subject to nonexclusive easements for utilities and common use facilities, nonexclusive rights for ingress and egress and over and upon areas designated as "Private Streets", or dedicated as public streets and nonexclusive easements for drainage, together with easements for any encroachments arising from the initial improvements.

"Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated upon any recorded Subdivision Plat or Plats of the Properties.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Declarant and the Association, their successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge; detention and percolation and environmental conservation area. In furtherance of this Conservation easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and

(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation; and

(g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Declarant and the Association, their successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Declarant, and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Declarant, and its successors and assigns. Upon conveyance by the Declarant to third parties of any land affected hereby, the Declarant shall have no further liability or responsibility

hereunder, provided the deed restriction including the Conservation Areas are properly recorded.

ARTICLE XII
ELECTRICAL SERVICE

Declarant hereby grants to Developer and reserves the right to subject the Properties to a contract with Florida Power and Light Company, or similar electric company, for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Florida Power and Light Company, or similar electric company, by the Owner of each Lot or by the Association.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right 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 or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Members representing not less than a ninety (90%) percent vote of the Membership, and thereafter by an instrument signed by Members representing not less than a seventy-five (75%) percent vote of the Membership; provided, Declarant hereby reserves the right to amend

this Declaration, without consent of other Lot Owners, as long as it owns Lots subject to the Association's jurisdiction for the purposes of: (i) annexing additional land pursuant to Article VII; (ii) for the purposes of making corrections of omissions or errors that do not materially adversely affect the property rights of Owners such as final locations of Lot lines, Common Areas, and roads due to field construction tolerances; (iii) combining Lots or portions thereof; (iv) redesigning Lots to provide access and infrastructure to Lots on the adjacent highlands; (v) revising plats to show drainage easements along the boundaries of Lots; (vi) revising plats and conveying easements to adjoining property owners for access, water, sewer and other facilities along the main access road; and revising plats to correct survey errors. Any amendment must be recorded in the Official Records of St. Johns County, Florida.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. FHA/VA Approval. If the Anastasia Lakes on the Island project is submitted to and approved by the FHA or VA, as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties other than those set forth in the Declaration, dedication of Common Area other than roads and utilities, mergers and consolidations, mortgaging of the Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, other than Declarant's amendments permissible without other Lot Owner's consent set forth above.

Section 5. Assignment of Rights by Declarant. Declarant may assign any rights granted to it under this Declaration to any person, firm, corporation or other entity without approval of the Owners.

Section 6. Management and Contract Rights of Association.

The Declarant or the Association may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Properties. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract. Except for agreements with regulated utilities and government agencies, any contract or lease entered into by the Declarant or by the Association while the Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of management by the Declarant of the Association to the Members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 day of July, 1994.

WITNESSES:

ST. AUGUSTINE DEVELOPMENT
CORPORATION

Don B. Davis
Don B. Davis
SARASOTA, FLORIDA
STATE OF FLORIDA)
COUNTY OF SARASOTA)

By: Robert H. Hahnemann
Robert H. Hahnemann, President

The foregoing instrument was acknowledged before me this 27th day of July, 1994, by Robert H. Hahnemann, who is personally known to me and who being duly sworn, did take an oath: That he is the President of St. Augustine Development Corporation, a Florida Corporation; and that this instrument was signed on behalf of the corporation by authority of its Board of Directors; and he acknowledged the instrument to be its voluntary act and deed.

Sign: Sue C. Padgett
Print Name: SUE C. Padgett
Title: Notary

State of Florida at Large (Seal)
My Commission Expires: _____

29

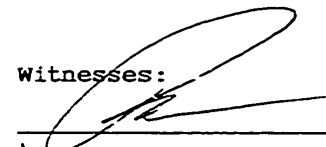
Notary Public, State of Florida
My comm. expires Dec. 7, 1995
Comm. No. CC 334369

CONSENT OF MORTGAGEE


The undersigned owner and holder of a mortgage lien upon the premises described in the Declaration of Covenants, Conditions and Restrictions for The Anastasia Lakes on the Island hereby consents to the submission of said lands to the terms and provisions of said Declaration.

AMSOUTH BANK OF FLORIDA, SUCCESSOR
BY MERGER WITH FLORIDABANK, A
FEDERAL SAVINGS BANK

Witnesses:


Paula L. O'Neal
Paula L. O'Neal

By:


GARY E. HOLLIFIELD
VICE - President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 27th day of July, 1994, by Harry H. Inglefield, who is personally known to me and who being duly sworn, did take an oath: That s/he is the Vice President of AmSouth Bank of Florida, successor by merger with FloridaBank, a Federal Savings Bank; and that this instrument was signed on behalf of the corporation by authority of its Board of Directors; and s/he acknowledged the instrument to be its voluntary act and deed.

Sign: SUE C. PadgettPrint Name: SUE C. PadgettTitle: Notary

State of Florida at Large (Seal)

My Commission Expires: _____

Notary Public, State of Florida
Comm. expires Dec. 7, 1997
No. CC 334869

O.R. 1065 PG 1285

EXHIBIT "A"

PROPERTY DESCRIPTION OF FUTURE DEVELOPMENT PROPERTY

Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57 as shown on the Map of Anastasia Lakes prepared by Sizemore and Associates, Inc. for St. Augustine Development Corporation et al. dated October 26, 1993, and consisting of three (3) sheets and the roads servicing said Lots being Blue Teal Lane, Egret Crest Lane, Fish Island Place and the continuation of Anastasia Lakes Drive.

This Instrument Prepared By:

Joseph M. Arndt, III
Quinn, Arndt, Patterson & McIntosh
Post Office Box 73
Columbia, SC 29202

PCMC/031Vnast_Dec