

3296

This Instrument Prepared By:
KATHERINE G. JONES
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SUMMER ISLAND

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF SUMMER ISLAND is made this 29 day of
July, 1995, by Summer Island, Inc. ("the
Developer")

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration
of Covenants and Restrictions of Summer Island, dated January
24, 1989, and recorded in Official Records Book 810, Page
0028, as amended by Amendment recorded in Official Records
Book 991, Page 707, all of the public records of St. Johns
County, Florida ("the Declaration"); and

WHEREAS, Developer desires to modify certain provisions
of the Declaration in order to (a) delete a limitation on the
maximum size of impervious surfaces; (b) authorize the
Association to enter upon and maintain any lot not maintained
as required by the Declaration and include the cost of such
maintenance in the charges that can become a lien on lots in
Summer Island; and (c) enable the Summer Island Homeowners'
Association, Inc., to amend the Declaration;

WHEREAS, pursuant to Article VIII, paragraph 2.5, the
Developer has the power to amend the Declaration;

NOW, THEREFORE, Developer hereby amends the Declaration
as follows:

1. Article IV, paragraph 4.1, is hereby amended to
read:

No lot shall be used for any purpose except

Recorded in Public Records St. Johns County, FL
Clerk# 95023552 O.R. 1122 PG 1485 04:24PM 08/09/95
Recording \$17.00 Surcharge \$2.50

residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2½) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,200 square feet of heated and cooled living area, with a minimum of one (1) enclosed garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part thereof. ~~The maximum size of all impervious surfaces shall be 2,500 square feet on any lot.~~ No business or commercial buildings or equipment may be erected or kept on any lot.

2. Article IV, paragraph 4.12, is hereby amended to read:

No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds, and landscaping, and lots, whether cleared or uncleared, shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner. In the event that any Owner fails or refuses to keep his Lot free of debris or unsightly growth or objects, the Association may, upon fifteen (15) days' notice to the Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry shall not be deemed a trespass. If the cost of such maintenance is not paid within thirty (30) days from the date the Association delivers a bill for the maintenance to the Owner, such cost, together with interest, costs, and attorneys' fee at all stages of the proceedings, it shall become a continuing lien against the Lot.

The Association may bring an action at law against the Owner to recover these costs or it may foreclose the lien in accordance with the procedure set forth in paragraph 6.6 of this Declaration.

3. Article VIII, paragraph 8.5, is hereby amended to read:

The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later. After that time, these covenants and restrictions may be amended by a vote of two-thirds (2/3) of the Owners present and voting in person or by proxy.

3. In all other respects, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 28th day of July, 1995.

Signed, sealed and delivered in the presence of:

SUMMER ISLAND, INC.

A. Linda Jones *Linda Jones*

By: *Frank G. Carabi*

Print name:

LINDA E. JONES

Frank Carabi

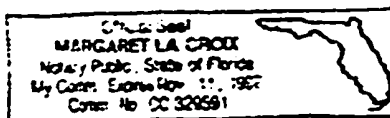
Its President

Print name:

STATE OF Florida
COUNTY OF Alachua

3rd The foregoing instrument was acknowledged before me this day of August, 1995, by Frank Darabi, the president of ~~Summer~~ Island, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Margaret LaCroix
Notary Public



8224

(2)

Certificate of Amendment
to the
Declaration of Condominium and Articles of
Incorporation
of
Summer Island
and Summer Island Homeowners
Association, Inc.

Public Records of
St. Johns County, FL
Clerk# 01-012696
O.R. 1579 PG 514
10:31AM 03/23/2001
REC \$9.00 SUR \$1.50

We hereby certify that, at its 1999 annual meeting of Summer Island Homeowners Association, Inc., held on October 30, 1999 at the Association Clubhouse June Lane, St. Augustine, Florida, the amendments to the Declaration of Condominium and Articles of Incorporation attached hereto and made a part hereof (said Declaration of Covenants being originally recorded in Official Records Book 810 at Page 28 of the Public Records of St. Johns County, Florida and as thereafter amended) received sufficient affirmative votes to pass the amendments as required by Article VII, Section 8.5 of the Declaration and Article X of the Articles of Incorporation; and that as a result of the foregoing, and proper notice having been given, said amendments have been duly adopted pursuant to the aforementioned provisions of the governing documents.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this ^{18th} day of October, 2000 at St. Augustine, Florida.

(Corporate Seal)

Summer Island Homeowners Association, Inc.

By

Eric A. Doubell
Mr. Eric Doubell, President

Attest:

Jack Knee
Mr. Jack Knee, Secretary

ACKNOWLEDGMENT**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing Certificate of Amendments was acknowledged before me by the President of the Association, Mr. Eric Doubell who is personally known to me and the Secretary of the Association, Jack Knee who is personally known to me, who both personally appeared before me, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 18th day of October, 2000.

[Signature]
Notary Public
State of Florida
My Commission Expires:



This instrument was prepared by *not*
John R. Geiger, P.A.
John R. Geiger, Esq.
4475 US 1 South #406
St. Augustine, FL 32086

**AMENDMENTS to
Declaration of Covenants and Restrictions,
Articles of Incorporation
of**

OR1579PG0515

**Summer Island
and Summer Island Homeowners Association, Inc.**

**DECLARATION - ARTICLE II - PROPERTY RIGHTS Section 1. –
NEW PARAGRAPH**

- (h) The right of the association to adopt reasonable rules and regulations pertaining to rental of lots/buildings.

**DECLARATION - ARTICLE IV - USE RESTRICTIONS
NEW PARAGRAPH**

- 4.16 **LEASING OF LOTS/BUILDINGS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of lots/buildings by their owners shall be restricted as provided in this section.
- 4.16.a All leases must be in writing and the lessee must be a natural, adult person.
- 4.16.b. No lease may be for a period of less than seven (7) months except when the lease is between a seller and a buyer of a property.
- 4.16.c. No subleasing or assignment of lease rights by the lessee is allowed without prior written approval from the Board of Directors.
- 4.16.d. The lessee must be present during the term of the lease if minors are occupying the lot/building.

**ARTICLES OF INCORPORATION - ARTICLE II - PURPOSE
NEW PARAGRAPH**

- h. to adopt amendments to the governing documents (declaration, articles, bylaws, and rules and regulations) governing the use of lots/buildings.

This Instrument Prepared By:
→ JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Blvd.
St. Augustine, Florida 32085

89 2586

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUMMER ISLAND

THIS DECLARATION, made as of the date hereinafter set forth, by SUMMER ISLAND, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described real property, situated, lying and being, in St. Johns County, Florida; and

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

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter.

WHEREAS, Declarant deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all the common property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

All the land described and contained in the Plat of Summer Island, according to Plat thereof recorded in Map Book 22, Pages 87 through 90, Public Records of St. Johns County, Florida.

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants,

conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with said real property and binding on all parties having any right, title or interest in the real property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Summer Island Homeowners' Association, Inc., its successors and assigns.

1.3 "By-laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.5 "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot excepting Summer Island Drive, which shall be dedicated to St. Johns County. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Property shall include the Common Roads.

1.6 "Common Property" shall mean and refer to those tracts of land deeded to the Association for the common use and enjoyment of

the owners and their guests and invitees and all improvements constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.7 "Declarant" shall mean and refer to Summer Island, Inc., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.8 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.9 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.10 "Property" shall mean and refer to that certain real property described on page 1 hereof together with improvements thereon and any additional contiguous property made subject to this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Common Property Easements Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property

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 and security of any recreational facility situated upon the Common Property.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owner's rights therein.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

Section 3. Owner's Common Road Easements. It is specifically

acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television in the road right of way and right to grant further easements over the Common Roads. Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Declarant and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads. It is hereby acknowledged that the owner of the Summer Island Development shall have an easement over the Common Roads for the purpose of ingress and egress.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner (or) mortgaged in favor of such Mortgagee. The Declarant and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads, (b) the right, but no obligations, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gatehouses and gate systems, if the Declarant or Association so elects. The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents, (c) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads, and (d) 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 on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is not denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall be terminated and the Association shall reconvey the Common Road at the request of the Declarant.

Section 4. Conveyance of Common Property. The Declarant may convey the Common Property (other than the Common Roads) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Property and/or Common Roads which are not adverse to the Owners.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No buildings or structures, including docks and bulkheads, fences, mailboxes, wells, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the property, nor shall an exterior addition to or change be made until all construction and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion,, as to quality of

workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

3.2 The Architectural Control Committee (hereinafter "ARC"), shall have the following powers and duties:

(1) To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval and as it may consider necessary or appropriate.

(2) To require submission to the ARC of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to

approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the ARC by the Declarant, any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Class B Member determination by the ARC shall be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the APC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the APC or such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the APC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARC.

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the

Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

(7) The ARC is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

ARTICLE IV

USE RESTRICTIONS

4.1 No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,200 square feet of heated and cooled living area, with a minimum of one (1) enclosed garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part thereof. The maximum size of all impervious surfaces shall be 2,500 square feet on any lot. No business or commercial buildings or equipment may be erected or kept on any lot.

4.2 No structures shall be erected less than twenty (20) feet from the front lot line, ten (10) feet from the rear lot line or less than ten (10) feet from the north boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

4.3 No fence shall be permitted upon any lot which is over four (4) feet in height. All fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. No fences may be installed from the front of a residence to front lot line.

4.4 All docks shall be constructed according to plans and specifications promulgated or approved by the ARC. All such docks shall be placed or constructed within 5 feet of the common boundary of an adjoining lot.

4.5 No wheeled vehicles of any kind, boats or campers may be kept or parked on any lot or driveway unless same are completely inside a garage, provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

4.6 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the property other than on the lot of the owner of such pets, unless confined to a leash.

4.7 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction Number 10 hereof.

4.8 No clotheslines are to be installed on any lot.

4.9 No lot or lots shall be resubdivided.

4.10 No immoral, unlawful, noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be or may become an annoyance or nuisance.

4.11 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding, shall be used on a lot as a residence either temporarily or permanently and no boat moored to a dock within the property may be used as a permanent residence.

4.12 No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

4.13 No sign of any kind shall be displayed on any lot except the owner's name and number of residence.

4.14 No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Control Committee.

4.15 All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No tree of a height and diameter in excess of four (4') feet may be removed from a lot without the approval of the Architectural Control Committee.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a lot, including Declarant shall be a member of the Summer Island Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.a Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

5.2.b Class "B" member shall be Declarant who shall be entitled to exercise five (5) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

6.1 Declarant hereby covenants for each lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot,, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the property and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

6.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the property, and for the improvement and maintenance of all common roads, common property, landscaped areas and all areas required to be maintained under St. Johns River Water Management District Permit No. 42-109-01991, dated May 9, 1988, and under Department of Environmental Regulation Permit No. 55142022 _____ for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and common roads and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

6.3 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 on the common property or common

roads. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

6.4 The annual assessments authorized herein shall commence on July 1, 1989. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any lots which they own, shall not be liable for assessments so long as they fund any deficit in the operating expenses of the Association. Provided further, in their sole discretion, Declarant may at any time commence paying assessments as to lots owned by them and thereby automatically terminate their obligation for any deficit in the operating expenses of the Association.

6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

6.6 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer

of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

6.7 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become 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.

ARTICLE VII

EASEMENTS

7.1 For so long as Declarant is a Class B Member, Declarant reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and over all roads and streets shown on the plat of the property, and also, in and to, a five (5') foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

8.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.3 Any failure of the Declarant or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

8.5 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later.

8.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2018. After said date, said covenants shall be automatically extended for successive periods of ten

(10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 24 day of January, 1989.

Signed, sealed and delivered
in the presence of:

SUMMER ISLAND, INC.

BY: Frank A. Surabi
Its: President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared Frank A. Surabi as PRESIDENT of SUMMER ISLAND, INC., a Florida corporation, known to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of January, 1989.

Karen J. McAlum
Notary Public, State of Florida

My Commission Expires 7/28/92

89 JAN 31 2:10:12

O.R. 838 PG 0485

89 28423

This Instrument Prepared By:

KEITH R. FOUNTAIN
Upchurch, Bailey & Upchurch, P.A.
780 N. Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUMMER ISLAND

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions for Summer Island, recorded in Official Records Book 810, Page 28, of the Public Records of St. Johns County, Florida (the "Declaration"), is made as of the date hereinafter set forth by SUMMER ISLAND, INC., a Florida corporation (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has entered into a Consent to Easement agreement with the United States of America, Department of the Army (the "Government"), for permission to construct, use, maintain, replace, repair, and remove twenty-three (23) multi-family docks in, on, across, over and under certain lots within Summer Island, said Consent to Easement recorded in Official Records Book 837, Page 277, of the Public Records of St. Johns County, Florida; and

O.R. 838 PG 0486

WHEREAS, it is the intention of the Declarant that title to certain lots in Summer Island be subject to the Consent to Easement agreement.

NOW, THEREFORE, Declarant hereby amends Article II of the Declaration by the addition of the following section:

Section 5. Docks. "Ownership and conveyance of Lots 16 through 33 and 59 through 66, Phase I, Summer Island, and Lots 5 through 24, Phase II, Summer Island, shall be subject to that Consent to Easement between the United States of America, Department of the Army, and Summer Island, Inc., recorded at Official Records Book 837, Page 277, of the Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned President of SUMMER ISLAND, INC., has affixed his hand and official corporate seal on this 10th day of October, 1989.

Signed, sealed and delivered
in the presence of:

SUMMER ISLAND, INC., a
Florida corporation

Nicole H. Sweet
Witness
Setra W. Pennington
Witness

BY: Frank G. H. H. H.
Its President

O.R. 838 PG 0487

STATE OF FLORIDA

COUNTY OF ST. JOHNS

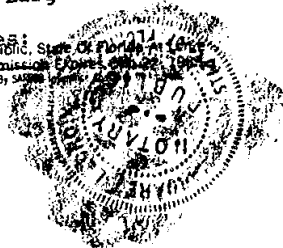
I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared, FRANK DARABI, as President of Summer Island, Inc., a Florida corporation, known to be the person described in and who executed this foregoing Amendment to Declaration of Covenants and Restrictions and acknowledged before me that he executed same as such officer for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1989.

Margaret LaPrade
Notary Public
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires 08/02/1993
Bonded By SA 8888



FILED AND INDEXED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
89 NOV 22 PM 3:49
Sgt. [Signature]
CLERK OF COUNTY COURT

S.K.
This Instrument Prepared By:
KATHERINE G. JONES
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SUMMER ISLAND

③ fee 13 + 2.00

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF SUMMER ISLAND is made this 24 day of May, 1998, by Summer Island, Inc. ("the Developer")

W I T N E S S E T H:

WHEREAS, Developer has heretofore executed a Declaration of Covenants and Restrictions of Summer Island, dated January 24, 1989, and recorded January 31, 1989, in Official Records Book 810, Page 0028, Public Records of St. Johns County, Florida ("the Declaration"); and

WHEREAS, Developer is desirous of modifying certain provisions of the Declaration in order to impose a late fee on past-due assessments and to include the late fee in the charges that can become a lien on lots in Summer Island; and

WHEREAS, pursuant to Article VIII, paragraph 8.5, the Developer has the power to amend the Declaration;

NOW, THEREFORE, Developer hereby amends the declaration as follows:

1. Article VI, paragraph 6.4, is hereby amended to read:

The annual assessments authorized herein shall commence on July 1, 1989. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual

assessments shall be mailed to every owner subject thereto. To assessments not paid in full within fifteen (15) days of the due date thereof shall be added a late charge of \$30.00. Notwithstanding any provision to the contrary herein, Declarant, for any lots which they won, shall not be liable for assessments so long as they fund any deficit in the operating expenses of the Association. Provided further, in their sole discretion, Declarant may at any time commence paying assessments as to lots owned by them and thereby automatically terminate their obligation for any deficit in the operating expenses of the Association.

2. Article VI, paragraph 6.6, is hereby amended to read:

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law, late charges, and costs of collection thereof, including a reasonable attorneys' fee at all stages of the proceedings, including trial and appellate levels, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or it may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns county, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

3. In all other respects, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 29th day of April, 1993.

Signed, sealed and delivered in the presence of:

FRANK A. DARABI
Print name:

SUMMER ISLAND, INC.

By: Frank A. Darabi
Its: President

Print name:

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 4th day of May, 1993, by Frank A. Darabi, the resident of Summer Island, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Linda S. Smith
Signature of Notary

Name of Notary Typed

Commission Number _____

My Commission Expires: _____

