

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

PONCE LANDING OF ST. AUGUSTINE BEACH, INC.

This Declaration of Covenants and Restrictions made this 17th day of May, 1980, by PONCE LANDING OF ST. AUGUSTINE BEACH, INC., hereinafter called "Developer".

W I T N E S S E T H

WHEREAS, Developer is the owner of real property in St. Johns County, Florida, as described on the attached Exhibit "A",

WHEREAS, Developer proposes to improve the above property with a cluster housing development to be known as PONCE LANDING, and

WHEREAS, said development is intended to be accomplished in two phases (and the word "phase" as used herein shall mean and refer to a phase of Ponce Landing), with phase one consisting of twenty-four (24) residences; and phase two consisting of thirty-three (33) residences;

WHEREAS, Developer has caused a non-profit corporation known as PONCE LANDING OF ST. AUGUSTINE BEACH HOMEOWNERS ASSOC., INC., to be formed

the membership of which shall consist of the owners of all dwellings in PONCE LANDING, and

WHEREAS, the said property will be improved with fifty-seven (57) attached dwellings, in nine separate buildings, each dwelling being located on its own lot, and each having one or more party walls, the center of each party wall being located on the side lot line, and

WHEREAS, the lots are numbered 1 through 57 and are shown and described on the attached Exhibit "A", and

WHEREAS, it is necessary to provide for the orderly development of PONCE LANDING and to provide for the maintenance and upkeep of the facilities provided, and to be provided, for the common use and benefit of the residents of PONCE LANDING, and to assure the continued maintenance, upkeep and uniformity of the exterior appearance of the residences,

NOW, THEREFORE, PONCE LANDING OF ST. AUGUSTINE, INC., hereby declares that the lots shown on Exhibit "A" (Phase 1 of PONCE LANDING) is hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration and to the covenants, restrictions,

easements, agreements, charges and liens hereinafter set forth, and developer further hereby declares that so much of the property described in the first paragraph of the premises hereof as may be later subjected to this Declaration pursuant to the provisions of Article 1, Section 2 hereof shall, from and after the filing of a Supplementary Declaration relating thereto, be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth. Every grantee of any interest in any lot now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or conveyance, shall take subject to this Declaration, and to all of the terms and conditions hereof.

ARTICLE I

Section 1. PROPERTY SUBJECT TO THIS DECLARATION. The phase one lots and improvements which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth are the lots as shown on Exhibit "A" attached hereto and made a part hereof, and such lots shall hereafter be referred to collectively as "Phase One".

Section 2. ADDITION OF FUTURE PHASES. No land except that described in Section 1. of this Article is at this time subject to this Declaration, but additional land may later be subjected to this Declaration in the following manner:

- (a) Additions by Developer as a Matter of Right. Developer shall have the absolute right, without the consent of the Association, any unit owner, or the lienor or mortgagee of any unit, whether or not elsewhere required for an Amendment of this Declaration, to amend and to reamend this Declaration to subject to this Declaration any or all of the real estate described in the first paragraph of the premises hereof; provided however, that Developer shall not be obligated to subject such real estate to this Declaration nor to subject any portion not submitted by supplementary Declaration to Covenants and restrictions the same as, or similar to, the covenants and restrictions of this Declaration.
- (b) Supplementary Declaration. The additions authorized under subparagraph (a) of this Article shall be made by filing in the Public Records of St. Johns County, Florida, a Supplimentary Declaration which shall declare the intention of the owner to submit the additional property, describing it, to the covenants, restrictions, liens and provisions of this Declaration. The

recording of the Supplementary Declaration shall extend the scheme of the covenants and restrictions of this Declaration to the property described in the Supplementary Declaration and shall subject such property and the owners thereof to the covenants and restrictions contained herein. In no event, however, shall the Supplementary Declaration revoke, modify or add to the covenants and restrictions hereby made applicable to Phase I, except that the submission of additional property will involve changes to this Declaration in voting rights, assessment, and easement rights.

- (c) Additional Owners to Become Members. Upon filing such Supplementary Declaration, the owner or owners of the property subjected shall become members of the Association, and such owners and their successors in titles shall thereby acquire the rights and privileges granted to the members of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The lots and improvements which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth are the lots in Phase one as shown on Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

RECREATIONAL PROPERTY FOR COMMON USE

Concurrently with the conveyance of the Developer's first unit to purchaser, the Developer shall convey to the Association the unimproved real property on the attached Exhibit "A" (hereinafter called the "common area").

A swimming pool approximately 20' x 40' shall be constructed upon the Phase one common area by Developer at its expense for the use and enjoyment of the unit owners. The Association shall be responsible for the maintenance, repair, taxes and insurance upon the common well, swimming pool, and that portion of the water distribution system for lawn sprinkling located on the common area. The balance of such water distribution system traversing the individual lots will be owned and maintained by the Association from date of recording of this Declaration. A similar pool shall be constructed upon the Phase two common area and shall be maintained in accordance with this provision.

ARTICLE IV

PONCE LANDING OF ST. AUGUSTINE BEACH, HOMEOWNERS ASSOC.,

Section I- General Description: PONCE LANDING OF ST. AUGUSTINE BEACH HOMEOWNERS ASSOC., (hereinafter called the "Association") is a nonprofit corporation organized under the laws of the State of Florida.

Section 2 - Purpose: The general purpose of the Association is to own, manage, operate and maintain the property of the Association; to provide lawn maintenance; to organize and supervise the program of insurance on the common area; and to enforce the covenants set forth herein.

Section 3 - Membership: Every person who is the record owner of a fee estate or life estate in any lot in PONCE LANDING shall be a member of the Association, so long as such ownership interest shall exist. Immediately upon the divestment of such member's ownership interest in the lot, regardless of the means by which such ownership be divested, such owner's membership shall terminate. No person or entity holding any lien, mortgage or encumbrance on any lot shall be entitled, by virtue of such lien, mortgage or encumbrance, to membership in the Association, or to any other rights or privileges of such membership.

Section 4 - Voting Rights: There shall be one (1) vote appurtenant to each lot in PONCE LANDING. When any lot is jointly owned, the person whose name appears first on the deed shall be entitled to cast the vote for such lot, unless all owners of that lot designate by written certificate filed with the secretary of the Association another owner to cast the vote for such lot. A life tenant (rather than the remainderman) shall be entitled to cast the vote for any lot subject to a life tenancy. The vote as to any lot owned by a

corporation shall be cast by a representative designated in a certificate signed by a corporate officer and filed with the secretary of the Association. In those circumstances where a certificate designating a person to cast the vote appurtenant to a lot is required, and no such certificate is filed prior to the meeting, then the vote appurtenant to such lot shall not be considered in determining the requirements for a quorum or for any other purpose.

Section 5 - Association Control During Development: Anything hereinabove to the contrary notwithstanding, until the completion of the development period, as defined below, no action of the membership shall be effective or binding upon the Developer. The "development period" shall be that period of time commencing with the recording of this Declaration in the Public Records of St. Johns County, Florida, and ending with the first to occur of the following events:

- (a) December 31, 1982; or
- (b) a date 90 days after the transfer to an individual of the fee title to the 20th residence of PONCE LANDING.

Section 6 - Ownership Interest in the Association Assets: All assets both real and personal of the Association shall be the separate property of the Association. No member shall have the right to assign, hypothecate, pledge, or in any manner transfer his interest in the assets of the Association, except as an appurtenance to his lot. In the event of the dissolution of the Association, title to all real and personal property shall vest in undivided shares, one for each lot, in the then-owners of lots in PONCE LANDING.

ARTICLE V

ASSESSMENTS BY THE ASSOCIATION; LIABILITIES, LIENS,
ENFORCEMENTS AND OWNERSHIP OF MANAGER'S UNIT.

Section 1 - Necessity for Assessments: The Association will own, operate and maintain the common well and water distribution system for lawn sprinkling; and will own, operate and maintain the common area and improvements thereon. The Association will also provide for the mowing of all lawn areas. In order to provide funds for the foregoing and for the operation and maintenance of the Association and its properties, the Association is hereby granted the right to make, levy and collect assessments against each lot subjected to this Declaration and against the owners of such lots; the following provisions shall be binding upon all present and future owners of all lots now or hereafter subject to this Declaration.

- (a) Initial Assessment- The assessment against each residence shall be \$45.00 per month. In addition, at the time of closing of each residence, each owner shall pay an initial assessment for the first three months. After this initial assessment period of three months the Association may increase the monthly assessment. This initial assessment shall apply to both Phase one and two.
- (b) Assessments After the Expiration of the Initial Assessment Except during the period of initial assessment, the assessment against each lot and the owner thereof shall be that fraction of the total budget, or of any special assessment, which has as its numerator the number 1 and as its denominator the number of lots subject to the Declaration at the time of computation.

- (c) Due Date of Assessments - All regular assessments shall be payable monthly in advance on or before the 10th day of the month. Any delinquent assessment shall bear interest at eighteen (18%) per cent per annum until paid.
- (d) Joint and Several Liability - The owner or owners of any lot in PONCE LANDING shall be personally liable, jointly and severally, to the Association for the payment of:
- (i) All assessments, regular or special, which may be levied by the Association against the lot;
 - (ii) for interest on any delinquent assessment or installment; and
 - (iii) for all costs of collecting such assessment or installment thereof, including a reasonable attorney's fee, whether suit be brought or not.
- (e) No Exemption - No owner of any lot may exempt himself from liability for any assessment levied against such owner and his lot by waiver of the use of enjoyment of any of the common property or by abandonment of the lot or in any other manner.
- (f) Enforcement - Recognizing that the necessity for providing proper operation and management of the Association property entails the continuing payment of costs and expenses therefor, which results in benefit to all owners of lots, and that the payment of such common expenses by means of the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each lot, the Association is irrevocably granted the right to impose a lien upon each lot, which lien shall secure the monies due for all assessments hereafter levied against the owner of each lot, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which are incurred by the Association in enforcing the lien. The lien granted to the Association

may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of eighteen (18%) per cent per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any lot expressly subject to such lien rights, except as specifically otherwise provided herein.

- (g) Lien - The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of St. Johns County, Florida, a claim of lien stating the description of the lot, lots or portions thereof encumbered thereby, the name of the record owner, the amount due and date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon payment of all sums secured by such claim of lien, the same shall be satisfied of record at the expense of the lot owner. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.
- (h) Statement of Lien Status - Whenever any lot may be leased, sold or mortgaged by the owner thereof upon written request by the owner of such lot, the Association shall furnish a statement verifying the status of payment of any assessment due and payable. Such statement may be executed by any officer of the Association; and any lessee, purchaser or mortgagee may

rely upon such statement including the proposed lease, purchase or mortgage transaction and the Association shall be bound by such statement.

- (i) Delinquent Assessment - In the event that any lot is to be leased or sold at a time when payment of any assessment against the owner of said lot due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or lease shall be applied by the lessee or purchaser first to payment of any then delinquent assessment or installment thereof due to the Association before the payment of any proceeds to the owner of any lot who is responsible for payment of such delinquent assessments.
- (j) Grantee Liability - In any voluntary conveyance of a lot, except a voluntary conveyance in lieu of foreclosure, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor such amounts as grantee may be required to pay.
- (k) Exemptions of Mortgagee from Past-Due Installments - Any person, firm or corporation acquiring title to any lot by virtue of any foreclosure or judicial sale, or by a deed in lieu of foreclosure, shall be obligation only for such assessments as shall accrue and become due and payable for said lot subsequent to the date of acquisition of such title; and such person, firm or corporation shall acquire such title free and clear of the lien of any delinquent assessment. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.
- (l) Election of Remedies - Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which will prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall pro-

ceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to the Association.

- (m) Notification to Mortgagee of Default in Assessment Payments. If any mortgagee gives the Association written notice of the existence of its mortgage, including the book and page where the original mortgage appears in the Public Records of St. Johns County, Florida, and request the Association to notify mortgagee in the event of default in payment of any assessments levied against the mortgaged lot, then and in such event, the Association shall comply with such request, and so notify mortgagee each time the owner of the mortgaged lot is more than thirty (30) days late in payment of any assessment.
- (n) Ownership of Manager's Unit - In the event Phase two is completed the Association shall purchase from the Developer a unit in Phase two to be used as a manager's residence. The sales price shall be the preconstruction sales price. The Association shall assume the Developer's first mortgage encumbering the unit which will be approximately 80% of the sales price and the cash due above the assumed mortgage amount shall be paid by a second mortgage to the Developer. The terms and conditions of the second mortgage, such as the number of years and interest rate, shall be the same as the first mortgage. The Developer shall pay the Association's (buyer) closing costs, however these closing costs shall be added to the second mortgage to reimburse the Developer. The transaction shall take place within twenty (20) days of the date the certificate of occupancy is issued as to the manager's unit.

ARTICLE V I

COVENANTS BETWEEN OWNERS OF ATTACHED RESIDENCES

Section 1 - Necessity for Covenants: Each residence within PONCE LANDING, shall share one or two common walls with one or two other residences. To avoid deterioration in the appearance and stability of the residences because of lack of proper maintenance, it is necessary that each owner fulfill certain obligations and responsibilities toward his neighbors

whose dwellings are in the same building.

Section 2 - Covenants: The owners of each residence shall have the following obligations and responsibilities to each owner of an attached residence, which obligations shall constitute covenants running with the land for a period of thirty years from the date of the recordation of this instrument, and for successive ten year periods thereafter unless and until revoked by written recorded instrument signed by the majority of the record owners of the residences in PONCE LANDING, to wit:

- (a) To maintain and keep in good repair the exterior of his residence, including specifically so much of the walls (exterior and that portion of the party wall or walls) and of the roof as are located within the boundaries of such owner's lot. If an owner fails to maintain diligently and to repair promptly any portion of his dwelling, and as a result of such failure there is damage to the person or the property of the owner of an attached dwelling, or to the person or property of his family, tenants or guests, then the defaulting owner shall be liable and responsible for all such damage, and for any costs incurred in the collection thereof, including reasonable attorneys' fees.
- (b) Not to install shutters, awnings or other decorative exterior trim, other than small exterior decorations such as address plates, name plates, decorative decals or hangings covering not more than four square feet of any facade.
- (c) To cooperate with his neighbor or neighbors in the painting of the trim and exterior so that the architectural integrity of each building shall be maintained. If any owner shall desire to do any painting (other than minor

touch-up) on the exterior portion of his home, he shall notify the owner of each attached residence to determine if such other owner desires to have the exterior of his dwelling painted at the same time. If so, the owners shall have the work done simultaneously. If one owner desires to repaint and the owner of an attached dwelling does not, then the owner desiring to repaint may do so at his own expense, provided that he does not change the original color scheme.

- (d) If any dwelling owner shall violate these covenants, then any other owner of a dwelling within the same building shall be entitled to mandatory injunctive relief, and/or damages; and if any owner seeking redress for violation of one of these covenants shall prevail, then such prevailing owner shall be entitled to all costs incurred in obtaining redress, including reasonable attorneys' fees.

ARTICLE VII

COVENANTS AND RESTRICTIONS AFFECTING THE SUBDIVISION AS A WHOLE

Section 1 - Necessity for Covenants: In addition to the special obligations owed to residents of the same building, there must be certain restrictions which are for the benefit of the development as a whole and for the protection of all residents and their property value.

Section 2 - Covenants and Restrictions: The following obligations and restrictions shall be covenants running with the title to each lot in PONCE LANDING for the same period as provided in ARTICLE VI for the benefit of all other owners of lots subject to this Declaration and for the benefit of the Association, to wit:

- (a) Lots Restricted to Single-family Residential Use - No dwelling unit shall be occupied by more than one family. No trade business or commercial activity of any kind shall be conducted or maintained on any lot, within PONCE LANDING. No utility sheds or other buildings separate from the dwelling shall be erected or maintained on any lot; nor shall any trailer or temporary building be kept, erected or maintained on any lot.
- (b) Prohibition Against Maintaining Nuisances - No livestock, poultry or fowl, or other type of animal shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept or bred for commercial purposes. No lot owner shall engage in any activity which is or may become a nuisance or an annoyance to the neighborhood.
- (c) Regulation of Signs - No signs of any character shall be displayed on any lot, except that the owners of a lot or their agent may display on the premises a "For Sale" or "For Rent" sign not more than five square feet in size, provided, however, that this covenant shall not be applicable to Developer in advertising the sale of dwellings owned by it.
- (d) Prohibition of Fences and Hedges - No fences or hedges shall be erected, established or maintained.

Section 3 - Enforcement: The foregoing covenants and restrictions may be enforced by any lot owner in the subdivision or by the Association. An owner violating these covenants shall be liable for all costs of enforcement, including reasonable attorneys' fees.

ARTICLE VIII

EASEMENTS

Each lot in PONCE LANDING is hereby subjected to, and has the benefit of, the following easements:

- (a) An easement five (5) feet in width running from the electric pads serving each building to the meter in each residence for the maintenance and repair of the underground electrical service. This easement shall be for the mutual benefit of all owners within a single building and for the benefit and use of any municipality or utility company furnishing electrical service.
- (b) An easement in favor of the Association over all landscaped areas of each lot for the maintenance, repair and reconstruction of the lawn sprinkling water distribution system and lawn sprinkler system for the mowing and edging of grass areas.
- (c) An easement over, under and upon the landscaped areas and driveways for the maintenance and repair of the sewage outflow system serving each building. This easement shall be for the mutual benefit of all owners within a single building and for the benefit and use of any municipality or utility company furnishing sewage service. The driveway easements are shown on the attached Exhibit "A".
- (d) A perpetual non-exclusive easement in favor of all the unit owners in the common areas for their use and the use of their immediate families, guests, invitees and lessees, for all proper and normal purposes; ingress and egress; and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said owners of the units.
- (e) An easement to each unit owner who shares one or two common (party) walls with one or two other unit owners in and to and through such common (party) walls for purposes of maintenance and repair of said walls and

to conduits, pipes, ducts, plumbing, wiring located therein and easements of support for the common (party) walls.

- (f) In the event Phase two is never developed the owner and his successors, heirs, assigns, and their guests shall be granted a five (5) foot pedestrian easement along the north boundary line of the Phase one property for access to and from the Atlantic Ocean and the beach.

ARTICLE IX

DESTRUCTION OF IMPROVEMENTS AND INSURANCE

Each unit owner shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements in and to the unit for eighty (80%) per cent of the full replacement value. The Association shall annually make a survey and thereby determine replacement costs for insurance purposes and for all then existing improvements for the ensuing year. On the basis of said survey, the unit owner shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Association with institutional first mortgages to be named in the policy as their interest may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvement within any of the units, payment under the policy shall be made jointly to the unit owner and to the institutional holders of mortgages on units; in the event there is no mortgage holder, the payments shall be made jointly to the unit

owner and the Association and said proceeds shall be expended or disbursed as follows:

- (a) All Association officers and employees handling funds, if applicable, shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the damaged units.
- (b) The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual unit or units and/or its or their appurtenances. However, where the town house project has been abandoned, the insurance proceeds shall be disbursed by the Association to the owners and mortgagees of the individual units as their interest may appear.

Under all circumstances the Association hereby has the authority to act as the agent of all owners for purposes of compromising or settling insurance claims for damages to improvements within the units. The Association shall also obtain public liability insurance covering all of the "common areas" and insuring the Association and the unit owners as its or their interest may appear, in the minimum amount of \$250,000.00 to \$500,000.00.

ARTICLE X

MODIFICATION, INVALIDATION AND OPERATION.

These restrictions, reservations, covenants, conditions and easements, which are attached hereto and made a part hereof, may be modified or amended by recording such modification in the public records of St. Johns County, Florida, signed by 2/3 of the unit owners and by all owners and holders of first liens in any units, except unanimous consent of the owners shall be necessary to change the vote or consent necessary to terminate the condominium project, and further except that, with the consent of all institutional first mortgagees, notwithstanding anything to the contrary herein, the Developer reserves the right to amend, modify, alter, or annul any of the covenants, restrictions or conditions of this Declaration, until ninety percent (90%) of the 57 units have been sold and titled out to individual purchasers.

Invalidation of any of these restriction, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgement, court order or law, shall in nowise effect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved,

the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose, the measuring life shall be that of the youngest incorporator of the corporation.

These restrictions, reservations, covenants, conditions, and easements, shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by through or under any member.

ARTICLE X I

TRANSFERABILITY OF DEVELOPER'S RIGHTS

All rights reserved herein to Developer shall be fully assignable and transferable, and in the event of such assignment or transfer, the term "Developer" as used herein shall be deemed to mean and include such successor or transferee.

ARTICLE X II

SEVERABILITY

If any article, subsection, paragraph, clause or provision of this Declaration shall be invalidated, such invalidation shall in no way

affect any other article, subsection, paragraph, clause or provision, and of all articles, subsections, etc., not specifically invalidated shall remain in full force and effect.

IN WITNESS WHEREOF the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

PONCE LANDING OF ST. AUGUSTINE BEACH, INC.

Ronald Johnson
Jennifer K. Crockett

By: W. H. Bradshaw
President
W. H. Bradshaw

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared W. H. BRAIDSHAW, well known to me to be the President of the corporation and that he acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly invested in him by said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 17th day of May, 1980.

Ronald H. Johnson
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 5 1980
BONDED THROUGH GENERAL INS. UNDERWRITERS

X

SUPPLEMENTARY DECLARATION TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
PONCE LANDING OF ST. AUGUSTINE BEACH, INC.

This Supplementary Declaration to the Declaration of Covenants and Restrictions of Ponce Landing of St. Augustine Beach, INC., made this 17th day of June, 1980, by PONCE LANDING OF ST. AUGUSTINE BEACH, INC., hereinafter called "Developer",

W I T N E S S E T H

WHEREAS, Developer is the owner of real property in St. Johns County, Florida as described on the attached Exhibit "A", and

WHEREAS, Developer proposes to improve the above property with a cluster housing development to be known as PONCE LANDING, and

WHEREAS, said development is intended to be accomplished in two phases (and the word "phase" as used herein shall mean and refer to a phase of PONCE LANDING), with Phase One consisting of twenty-four (24) residences and Phase Two consisting of thirty-three (33) residences, and

WHEREAS, Developer has caused a non-profit corporation known as PONCE LANDING OF ST. AUGUSTINE BEACH HOMEOWNERS ASSOC., INC.

to be formed, the membership of which shall consist of the owners of all dwellings in PONCE LANDING, and

WHEREAS, the said property will be improved with fifty-seven (57) attached dwellings, in nine separate buildings, each dwelling being located on its own lot, and each having one or more party walls, the center of each party wall being located on the side lot line, and

WHEREAS, the lots are numbered 1 through 57 and are shown and described on the attached Exhibit "A", and

WHEREAS, the Developer has filed of record on the _____ day of _____, 19____, in Official Records Book _____, Page _____, Public Records of St. Johns County, Florida a "Declaration of Covenants and Restrictions of Ponce Landing of St. Augustine Beach, Inc.", hereinafter referred to as the "Declaration" which sets forth the covenants, restrictions, liens and provisions that govern the development and operation of the said PONCE LANDING cluster housing development, and

WHEREAS, in said Declaration the Phase Two construction of thirty-three (33) residences was referred to as a possible future addition to the said development, and

WHEREAS, the Developer, by this Supplementary Declaration, intends to submit the said Phase Two thirty-three (33) residences

to the said covenants, restrictions, liens and provisions of the said Declaration of Covenants and Restrictions of Ponce Landing of St. Augustine Beach, Inc.

NOW THEREFORE, PONCE LANDING OF ST. AUGUSTINE BEACH, INC. declares as follows:

1. That ARTICLE I, Section 1, and ARTICLE II, PROPERTY SUBJECT TO THIS DECLARATION, are amended to read: The Phase One and Phase Two lots and improvements which are, by recording of this Declaration, subjected to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth are the lots as shown on Exhibit "A" attached hereto and made a part hereof, and such lots shall hereinafter be referred to collectively as "Phase One" and "Phase Two".

2. ARTICLE IV, PONCE LANDING OF ST. AUGUSTINE BEACH HOMEOWNERS ASSOC., INC., Section 5, Association Control During Development, is amended to read: Anything hereinabove to the contrary, notwithstanding, until the completion of the development period, as defined below, no action of the membership shall be effective or binding upon the Developer. The "development period" shall mean that period of time commencing with the recording of this Declaration in the Public Records of St. Johns County, Florida, and ending with the first to occur of the following events:

- (a) December 31, 1982; or
- (b) a date 90 days after the transfer to an individual of the fee title to the 51st residence in PONCE LANDING.
- (c) In the event Phase Two is not developed, the date would be 90 days after transfer to an individual of the fee title to the 20th residence of PONCE LANDING.

3. ARTICLE V, ASSESSMENTS BY THE ASSOCIATION: LIABILITIES, LIENS, ENFORCEMENTS AND OWNERSHIP OF MANAGER'S UNIT, Section 1, Necessity for Assessments, (a) and (b) are amended to read:

- (a) Initial Assessment: The assessment against each residence shall be \$45 per month. In addition, at the time of closing of each residence, each owner shall pay an initial assessment for the first three months. After this initial assessment period of three months the Association may increase the monthly assessment. This initial assessment shall apply to both Phase One and Two. The manager's unit in Phase Two shall be exempt from any type of assessment.
- (b) Assessments after the Expiration of the Initial Assessment: Except during the period of initial assessment, the assessment against each lot and the owner thereof shall be that fraction of the total budget, or of any special assessment, which has as its numerator the number 1 and as its denominator the number of lots subject to this Declaration at the time of computation, but not to exceed the total of 56 lots.

4. That attached hereto and marked as Exhibit "B" is the amended Operating Budget of the Association for Phase One and Phase Two.

5. In all other respects, the terms, conditions, articles and provisions of the Declaration with its exhibits and attachments shall remain in full force and effect.

IN WITNESS WHEREOF the Developer has executed this Supplementary Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

Donald M. Crockett
Ronald R. Johnson

PONCE LANDING OF ST. AUGUSTINE BEACH, INC.

By: W. H. Bradshaw
W. H. Bradshaw, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared W. H. BRADSHAW, well known to me to be the president of PONCE LANDING OF ST. AUGUSTINE BEACH, INC., and that he acknowledged executing the foregoing Supplementary Declaration in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 12th day of June, 1980.

Donald M. Crockett
Notary Public

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires June 9, 1981
Bonded by AUTO OWNERS INSURANCE CO.

LEGAL DESCRIPTION

PHASE ONE

That part of Government Lot four (4) in Section three (3), Township eight (8) South, Range thirty (30) East, which is described as follows:

Commencing at the Point of Intersection of the north line of said Government Lot 4 with a line running parallel with and fifty (50) feet easterly from the center line of State Road A-1-A, formerly known as State Road No. 140, and run southerly along said line, parallel with and fifty (50) feet easterly from, the center line of said State Road A-1-A to a point which, measured at right angles from the said north line of Government Lot 4, is five hundred (500) feet distant therefrom, thence departing said line running parallel with and fifty (50) feet easterly from the center line of State Road A-1-A and run parallel to the north line of Government Lot 4 N 89°46'47" E, 354.44 feet to the POINT OF BEGINNING; thence continue N 89°46'47" E, 393.46 feet; thence S 5°14'10" E approximately parallel to the shore line of the Atlantic Ocean, 301.16 feet; thence S 89°46'47" W, 406.46 feet; thence N 0°13'13" E 101.33 feet; thence S 89°46'47" W 73.34 feet; thence N 0°13'13" E 97.35 feet; thence N 89°46'47" E 60.00 feet; thence N 0°13'13" E 101.33 feet to the POINT OF BEGINNING. Containing 2.90 Acres more or less.

LEGAL DESCRIPTION

PHASE TWO

That part of Government Lot four (4) in Section three (3), Township eight (8) South, Range thirty (30) East, which is described as follows:

Commencing at the Point of Intersection of the north line of said Government Lot 4 with a line running parallel with and fifty (50) feet easterly from the center line of State Road A-1-A, formerly known as State Road No. 140, and run southerly along said line, parallel with and fifty (50) feet easterly from, the center line of said State Road A-1-A to a point which, measured at right angles from the said north line of Government Lot 4 is five hundred (500) feet distant therefrom, for the POINT OF BEGINNING, which point is now marked by an iron pipe and is the northwest corner of the parcel. From this POINT OF BEGINNING, run parallel to the north line of Government Lot 4 N 89°46'47" E 354.44 feet; thence S 0°13'13" W 101.33 feet; thence S 89°46'47" W 60.00 feet; thence S 0°13'13" W 97.35 feet; thence N 89°46'47" E 73.34 feet; thence S 0°13'13" W 101.33 feet; thence S 89°46'47" 395.64 feet to a point in a line being fifty (50) feet easterly of and parallel with said center line of A-1-A; thence N 5°05'10" E along said line being fifty (50) feet easterly of and parallel with said center line of A-1-A 310.28 feet to the POINT OF BEGINNING. Containing 2.43 Acres more or less.

EXHIBIT A