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Public Records of
St. Johns County, FL
Clerk# 04-015491

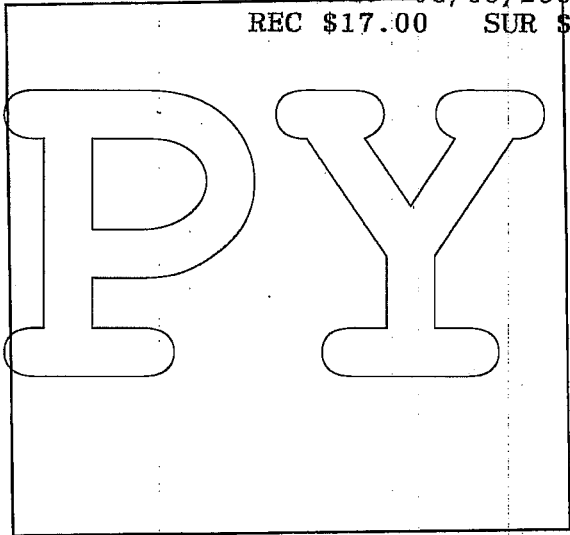
This Instrument prepared by:
Ronald W. Brown, Esquire
Dobson and Brown, P.A.
66 Cuna Street, Suite A
St. Augustine, Florida 32080

Space reserved for Clerk pursuant to Section 95.06, F.S., and Florida Rules
of Judicial Administration

O.R. 2151 PG 1459
10:16AM 03/09/2004
REC \$17.00 SUR \$2.50

Certificate of Amendment
Declaration of Covenants and Restrictions,
Pelican Reef Subdivision, Notice and Provisions
of Pelican Reef Homeowners' Association, Inc.

COME NOW the undersigned, the
President and Secretary of the Pelican Reef
Homeowners' Association, Inc., and hereby
certify the following:



1. That the attached writing is a true copy
of the AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS,
PELICAN REEF SUBDIVISION, NOTICE OF
PROVISIONS OF PELICAN REEF HOMEOWNERS' ASSOCIATION, INC.

2. That the amendment to Article IV, Section 4.3 was voted on and adopted on February 5,
2004 by eighty (80%) percent or more of the authorized and designated unit owners voting in favor
of said amendment at as duly noticed meeting of the owners where a quorum was present.

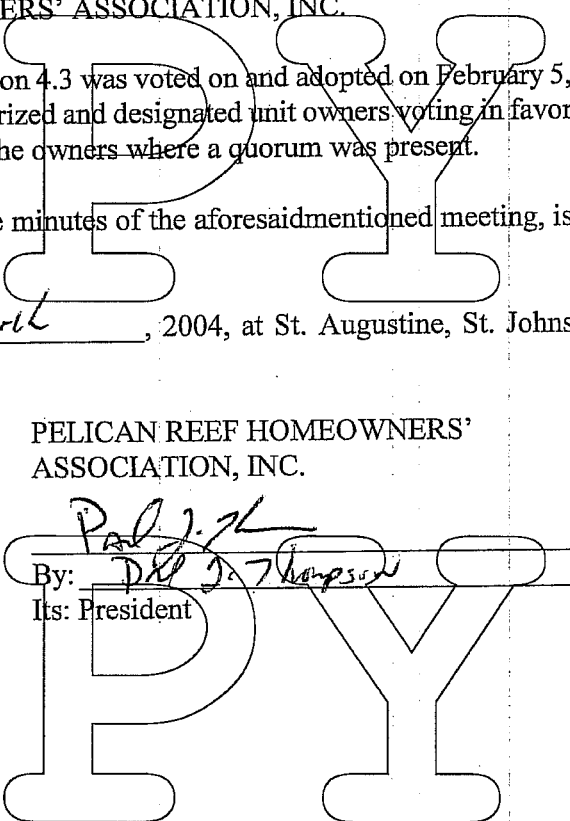
3. The adopted amendment appears in the minutes of the aforesaid mentioned meeting, is
attached hereto and is unrevoked.

EXECUTED this 4th day of March, 2004, at St. Augustine, St. Johns
County, Florida.

PELICAN REEF HOMEOWNERS'
ASSOCIATION, INC.

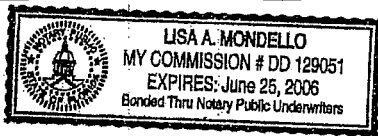
By: Paul J. Thompson
Its: President

Attest: Bruno D. Thompson
Secretary
(Seal)



STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment to the DECLARATION OF COVENANTS AND RESTRICTIONS, PELICAN REEF SUBDIVISION, NOTICE OF PROVISIONS OF PELICAN REEF HOMEOWNERS' ASSOCIATION, INC., was sworn to, subscribed and acknowledged before me this 4th day of March, 2004, by PAUL J. THOMPSON, as President of the Pelican Reef Homeowners' Association, Inc. a Florida not-for-profit corporation, on behalf of said corporation. PAUL J. THOMPSON produced a Florida Driver's license as identification and did take an oath.



Lisa A. Mondello
Notary Public, State of Florida
at Large

COPY

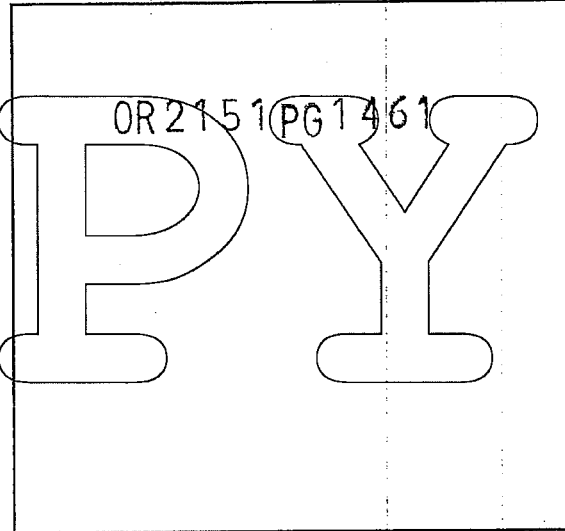
COPY

This Instrument prepared by:

Ronald W. Brown, Esquire
Dobson and Brown, P.A.
66 Cuna Street, Suite A
St. Augustine, Florida 32080

Space reserved for Clerk pursuant to Sec. 695.26, F.S., and/or Rule 2.055(c), Florida Rules
of Judicial Administration

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS,
PELICAN REEF SUBDIVISION, NOTICE AND
PROVISIONS OF PELICAN REEF
HOMEOWNERS' ASSOCIATION, INC.



THIS AMENDMENT is made this 5th day
of February, 2004, by the Pelican Reef
Homeowners' Association, Inc., a not-for-profit
corporation, herein referred to as
"ASSOCIATION."

WHEREFORE, the ASSOCIATION,
desires to amend the DECLARATION OF
COVENANTS AND RESTRICTIONS, PELICAN REEF SUBDIVISION, NOTICE OF
PROVISIONS OF PELICAN REEF HOMEOWNERS' ASSOCIATION, INC.; and

WHEREAS, a meeting of the members of the ASSOCIATION was held on the 5th day of
February, 2004 pursuant to notice duly given; and

WHEREAS, the amendment received the approval of at least eighty (80%) percent of those
persons entitled to cast a vote;

NOW, THEREFORE, the ASSOCIATION hereby declares the following Amendment to the
DECLARATION OF COVENANTS AND RESTRICTIONS, PELICAN REEF SUBDIVISION,
NOTICE OF PROVISIONS OF PELICAN REEF HOMEOWNERS' ASSOCIATION, INC.
(deletions are ~~stricken~~, additions are underlined):

Section 4.3. The initial regular monthly assessment is hereby set at the rate of \$30.00 per lot
or Dwelling Unit. Lots or Dwelling Units owned by the Developer shall not be subject to
assessments, either regular or special. The Developer guarantees the initial assessments fee shall not
exceed \$70.00 per month per Lot or Dwelling Unit until the Owners have, excluding the Developer,
eighty (80%) percent of the votes in the Association on January 1, 1994, whichever occurs first. The
Developer agrees to turn over control of the ARB and the streets and Common Areas and the sewer
system to the Association not later than January 1, ~~2003~~ 2005. After turnover of control has
occurred, regular monthly assessments shall be determined by the Board of Directors at its regular
annual meeting. The regular assessment may be increased beyond that set by the Board of Directors
upon approval by 60% of the voting members in attendance, in person or by proxy, at any regular
or special meeting of the membership of the Association, but only after notice of the

recommendation is given to all members at least ten (10) days prior to the date of said meeting, provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

The monthly assessment fee will become due and payable on the first day of the month following the closing on the Lot.

Except as modified herein, the remaining terms and conditions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary have caused this Amendment to the Declaration of Covenants and Restrictions, Pelican Reef Subdivision, Notice of Provisions of Pelican Reef Homeowners' Association, Inc., to be executed in its name and corporate seal to be affixed this 5th day of February, 2004.

PELICAN REEF HOMEOWNERS' ASSOCIATION, INC.

By: Paul Thompson
Its: President

Attest: Penny D. Thompson
Secretary
(Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared PAUL J. THOMPSON as President of the Pelican Reef Homeowners' Association, Inc., to me known to be the person described in or who has produced a Florida Driver's License as identification and who executed the foregoing instrument and acknowledged before me this execution of same in the County and State aforesaid this 5th day of February, 2004.



Lisa A. Mandello
Notary Public, State of Florida
at Large

DECLARATION OF COVENANTS AND RESTRICTION
PELICAN REEF SUBDIVISION
NOTICE OF PROVISIONS OF
PELICAN REEF HOMEOWNERS ASSOCIATION INC.

THIS DECLARATION, made on the 17th day of
APRIL, 1992, by Thompson Bros. Realty, Inc., and
Pierre D. Thompson and Shirley Thompson (collectively the
"Developer"), with its principal place of business at 51
Cordova Street, St. Augustine, Florida and whose mailing
address is P.O. Box 70, St. Augustine, Florida 32085-0070.

WITNESSETH:

WHEREAS, the Developer is the record Owner in fee
simple of certain real property located in St. Augustine,
Florida, and more particularly described in the Schedule of
Legal Description which is attached hereto as Exhibit "A"
and made a part hereof, and

WHEREAS, in accordance with the applicable provi-
sions of State Law and local ordinance, the Developer caused
the above described real property to be subdivided into a
platted subdivision known as Pelican Reef Subdivision, and a
series of subdivision plats thereof duly filed in the office
of the Clerk of the Circuit Court, St. Johns County, Flori-
da, on November 15, 1991, and recorded in Map Book 25, Page
87-91, of the Public Records of St. Johns County, Florida,
and

WHEREAS, it is the present intention of the
Developer to develop Pelican Reef Subdivision as a low
density, high quality residential subdivision, and

WHEREAS, the Developer has subdivided Pelican Reef
Subdivision into Dwelling Units, and

WHEREAS, there is a need to specify, make and
impose covenants, and to grant necessary easements for the
proper use of the Subdivision, and to provide for an

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effective administration of the Common Areas in the Subdivision, and

WHEREAS, the Developer has caused to be incorporated in Florida, a non-profit corporation known as PELICAN REEF HOMEOWNERS ASSOCIATION, INC. which has been formed to manage the Common Areas, collect assessments, and generally provide for the orderly enjoyment of Pelican Reef Subdivision and any further units of Pelican Reef Subdivision hereafter filed by the Developer.

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "Covenants"), hereinafter set forth. This declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

ARTICLE I

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions. The following words and terms when used in this Declaration and any supplemental declarations, unless the context shall clearly indicate otherwise, shall have the following meanings:

a. "Architectural Review Board" the ("ARB") shall mean a committee appointed by the Developer for the purpose of establishing design and construction standards for all construction and a uniform procedure for the review of applications submitted to it.

b. "Association" shall mean and refer to Pelican Reef Homeowners Association, Inc., a Florida corporation not

for profit, and its successors and assigns, the membership of which shall be Owners of "Dwelling Units" or "Lots" not only of Pelican Reef Subdivision but also future phases of Pelican Reef Subdivision filed of record in St. Johns County, Florida by the Developer.

c. "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed and designated in the deed as "Common Areas". The term "Common Areas and Properties" shall mean those tracts of land described above, including any tangible personal property acquired by the Association if such property is designated as such by the Association. All Common Areas and Properties are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests of Owners, persons occupying Dwelling Units on a house guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to fee schedules and operating rules adopted by said Association; provided, however, that any lands or other property which are leased to the Association for use as common areas or common property, shall lose its character upon the expiration of any such lease.

d. "Developer" shall mean and refer to the Developer, their successors and assigns.

e. "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

f. "Owner" shall mean any person or legal entity owning any Residential Lot or Lots within Pelican Reef Subdivision as shown on the map or plat recorded in Map Book 25, Page 87-91 of the Public Records of St. Johns County, Florida.

g. "Residential Lot" or "Lots" shall mean any unimproved parcel of land located within the Pelican Reef

Subdivision and bearing a number and block upon the plat of said Subdivision and shall not include "Outlots" as designated on the Plat of the Subdivision. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

h. "Subdivision" shall mean Pelican Reef Subdivision as recorded in Map Book 25, Page 87-91 of the Public Records of St. Johns County, Florida, and any future phases thereof.

i. "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 1.2 Common Areas. The Common Area property is described as follows: All streets, roads and bridges shown on said plat and all areas so designated in future phases.

Section 1.3 Access to the Subdivision is provided by means of Casanova Road. The Developer and the Association reserve the right to enter into an agreement with the owners of the property lying between the Subdivision and State Road 312 to provide for additional access to the Subdivision by means of a 700 foot connecting bridge and private road (the "Road Agreement"); provided, however, that the Road Agreement may be entered into only after the sale of 80 Residential Lots and only with the approval of a majority of the Owners. In the event the Road Agreement is entered into to provide for such additional

access, the Association may levy a special assessment on each Lot for the purpose of paying for the cost of construction of the bridge and such portion of the cost of the connector road and entrance as shall be provided in the Road Agreement; provided, however, that such special assessment shall not exceed 8% of the Lot purchase price of each Owner. The Road Agreement shall grant to the Owners, their guests and invitees a non-exclusive perpetual easement for access and ingress and egress to the Subdivision from State Road 312 and shall contain a provision that the proportionate costs of the construction of the connector road and its maintenance may be enforced against the owners of the properties immediately adjacent to such connector road.

Any bridge constructed under the authority of this Section shall constitute a Common Area property, even though it might be otherwise without the described area of the Subdivision.

Any lien resulting from the special assessment authorized in this Section shall be subordinate to the lien of any mortgage or any claim of lien recorded prior to the Association's Claim of Lien pursuant to Section 4.13 hereof.

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1 Except to the extent provided in Sections 2.23, 2.24, 2.25 and as otherwise provided herein, a Lot shall be used for residential living units and for no other purposes; provided, however, a Lot may be utilized by the Association as a neighborhood recreational facility; and, provided, further, that the Developer may utilize a Lot as a sales office with appropriate signage and parking and for model homes. The satellite dish, building and equipment will be located at the East end of the pond in Outlot "B" between Lots 1 and 13. In the event Developer elects to

construct a boat dock/fishing pier and/or recreational facility, these facilities shall be located on the western portion of the property in that area designated as in Out Lot "G" as shown on the Plat of the Subdivision.

No building shall be erected, altered or placed upon any Lot other than single family residences. All residences shall have a minimum of a two car detached or attached garage. No modification, alteration or improvement shall interfere with easements, swales, roads and alleys without the approval of the ARB.

No immoral, improper, offensive or illegal use shall be made of the property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Nothing herein shall deem to prevent the Owner from leasing his unit for a period of not less than twelve (12) months, provided, however, that all prospective tenants must first be approved by the ARB or such review committee as the Board may designate.

Section 2.2 No building or structure, including an addition to a dwelling shall be erected or placed upon, altered or permitted to remain on any Lot unless and until the Owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the ARB, as hereinafter provided. The ARB shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the exterior design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the Lot, and any other relevant considerations which are based on

acceptable standards of planning, zoning and construction, including considerations based exclusively on aesthetic factors. Living area elevation shall be a minimum of nine (9) feet above mean sea level.

The areas included within the lot line of each individual Lot, but not included within the dwelling constructed as such Lot, such areas being hereafter referred to as "grounds" shall be used for normal and customary yard purposes. The side and rear yard swales shall be maintained by each Lot Owner at the Owner's expense. The setbacks will

take into consideration the designated swale area. In addition, all garages shall have a minimum width of twenty (20) feet and a minimum depth of twenty (20) feet, excluding areas occupied by hot water heaters, air conditioning equipment or clothes washers or dryers. Dimensions shall be

from inside wall to inside wall. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of ten (10) feet in width and a service door. All overhead doors

shall be electrically operated and kept closed when not in use. No carports will be permitted unless approved by the ARB. The ARB recommends side entry garages, however, where side entry is impractical, the ARB will consider for approval front entry garages. Automobiles shall be stored in

garages when not in use. No garage shall be converted to living space unless a garage in compliance with these provisions is constructed in its stead and unless the facade of the enclosed garage and the new garage is approved by the ARB in compliance with these restrictions.

Circular driveways in the front setbacks are encouraged to provide off street guest parking. Circular driveways shall have a minimum of ten (10) feet in width.

The term "structure" as used herein shall include, but is not limited to, homes, clotheslines, garages, sheds, out-buildings, walls, barbecue pits, balconies, patios, satellite dishes, radio or television antennas, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects, such as statues, tables, etc.

Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

a. Composition to be of materials thoroughly tested and accepted by the industry for such construction.

b. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the ARB.

c. No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB.

d. No pools of a kit or temporary portable type shall be permitted and all pools must be fenced or screened in. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB. All pools must be approved by the ARB.

e. Location and construction of tennis, badminton, racquetball, shuffleboard or any other recreational areas must be approved by the ARB.

f. Any lighting of a pool or other recreation area shall be designed to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fence on both the front and side as required by the ARB.

All basketball, backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot within the setback lines. No platforms, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of residence constructed thereon, and any such structure must have prior approval of the APB

No Lot, improved or unimproved, shall be further subdivided or separated into smaller lots except for purposes of increasing the size of the building Lot. No building site shall be less than the original platted Lot. The Developer shall have the right to modify the Subdivision plats of the property provided adjoining Lot Owners consent to such modification, such consent shall not be unreasonably withheld. The Developer, without the consent of any Owner, may modify any Lot it owns for the purpose of creating a street or right of way, and the restriction as to use, as contained herein and shall not be applicable to such Lot.

Minimum roof pitch will be 4:5. No flat roof except as subordinate element in conjunction with a pitched roof design. Approved roof materials are:

- a. cement tiles manufactured for maximum density and resistance to moisture
- b. architectural cedar shingles, sawed or handsplit
- c. asphalt shingles of a quality of not less than a 25-year warranty
- d. clay tile either barrel or flat especially manufactured for maximum density and resistance to absorption
- e. woodruff masonite
- f. natural slate

g. metal only if approved by the ARB

If sheet metal for roof valleys, flashings, drips, downspouts, gutter, etc., is other than copper material, it shall be painted to blend with shingles. All roof materials such as vent stacks and roof vents, shall be painted to match roof color and not visible from the street. The use of solar energy providing devices (active and/or passive) are subject to the approval of the ARB.

Galvanized sheet metal is not recommended for roof valleys, flashings and drips. Only certain highest quality complete metal roofs will be considered.

Exterior Wall Finishes - Recommended exterior finishes include stucco, brick, wood shingles, lapped board siding, limestone, coquina or coral natural stone or wood siding. It is recommended when utilizing wood siding, the siding be used as a compliment material and not the major component. ALL MATERIALS, TEXTURES AND COLORS MUST BE SUBMITTED TO AND APPROVED BY THE ARB. Exposed concrete block and concrete brick walls are not acceptable. Concrete block can be used for the foundation wall with stucco covering or an approved heavy textured coating.

A fee of \$100 shall be charged by and submitted to the ARB for review of all building plans.

A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the ARB prior to initial construction and development thereon. The plan shall call for landscaping improvements, exclusive of sodding and sprinkler systems, requiring a minimum expenditure of \$500 by the Owner. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Lot unless approved by the ARB. All Lots and all lawns, grounds and landscaping on Lots shall be mowed and maintained in a neat and orderly fashion and not in an unsightly or unkempt manner.

After eighteen (18) months from the date of closing on the Lot, the Owner will be required to commence construction of a dwelling and shall complete construction within ten (10) months of commencement. The Developer shall have the right to make exceptions to this requirement on a case by case basis. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from view of neighboring Owners and from the street.

Section 2.3 All front, side and rear lot line construction setback restrictions shall be in conformance with the Code as prescribed by the City of St. Augustine Zoning Regulations. All residences, except those designated as patio homes, shall have a minimum front setback of twenty (20) feet from the eave dripline. The side setback shall be a minimum of ten (10) feet from the eave dripline and the rear setback shall be a minimum of ten (10) feet from the construction setback line or rear swale, whichever is applicable. Corner lot frontage may be reduced by 20%. Patio homes in the Spoonbill Point Court Section shall have a minimum front setback of fifteen (15) feet and a minimum West side lot line setback of six (6) inches from the eave dripline. The East side lot line setback shall be a minimum of ten (10) feet from the eave dripline. Exceptions to these setbacks may be granted on a case by case basis by the ARB. Setback requirements for future sections of Pelican Reef may differ from those of the Spoonbill Point Court area. All structures on a single Lot shall not have a total roof area exceeding 40% of the buildable lot area. No residence other than a patio home shall contain less than 2,200 square feet of heated and air conditioned living area. No patio home shall contain less than 1,400 square feet of heated and air-conditioned living area. The minimum floor

elevation of living area shall be nine (9) feet above mean sea level.

Any improvements located within the City of St. Augustine Conservation Zone shall be submitted to the appropriate authorities of the City of St. Augustine for approval prior to the commencement of construction.

Section 2.4 No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent. No structure of a temporary character, trailer, tent, shack, barn, shed, or other outbuilding shall be permitted on any Lot at any time, other than:

a. Cabanas appurtenant to a swimming pool, detached garages and gazebos, as approved by the ARB.

b. Temporary structure on any Lot during the period of actual construction on that Lot. Such structure shall be reasonably neat in appearance, no larger than eight (8) feet by ten (10) feet and shall be placed on the Lot no farther forward than the main residential building.

c. Tents or other temporary structures for use during social functions and promotional purposes.

Section 2.5 No automobile, truck, boat, boat and trailer, recreation vehicle, mobile home, camper, or other similar vehicle shall be parked on the street (including the right of way thereof) overnight for a continuous period of time or in excess of ten consecutive hours.

Section 2.6 No boat, boat on a trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any Lot except in an approved boat-house, garage or carport. No automobile, truck or other

commercial vehicle which contains lettering or advertising thereon or is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored otherwise permitted to remain on any Lot except in a garage or carport attached to the residence.

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Section 2.7 Pets of the customary household variety, such as cats, dogs, pet birds and fish may be kept by an Owner on his parcel but only if such pets do not cause a disturbance or annoyance on the property. All pets must be held or kept leashed at all times that they are in the Common Areas and pet owners shall immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any parcel. The Association further reserves the right to demand that an Owner remove such pet from the property if such pet is found to be a nuisance or is in violation of these Covenants. No livestock, poultry (except guinea hens) 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 10 weeks old shall not exceed four (4) in number.

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No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the property or any other Lot, or the contents thereof, without the prior written consent of the ARB, nor shall any Owner permit anything to be done or kept on his Lot or in the Common Areas which would be in violation of any law.

Section 2.8 Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance

to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall become a matter of record.

Exterior noise and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, records or tape player, or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as not to constitute a nuisance or unreasonable nuisance to neighbors.

No construction activity, other than work to be performed on the inside of a house which is closed in, nor delivery of construction materials shall be permitted between the hours of 8:00 p.m. and 7:00 a.m. of the following day.

Section 2.9 No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the ARB. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment which are stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet in height and may consist of either fencing or landscaping and planting which is approved by the ARB. All Lots shall be maintained during construction in a neat nuisance-free condition. Owner

agrees that the ARB or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the ARB thereby, which expense shall constitute a lien against the Lot enforceable in appropriate court of equity or law. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot, including to the extent required pursuant to Section 4.4 hereof any adjacent rear or side swales, in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot and adjacent swales, including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In the event that any Owner fails or refuses to keep his Lot and adjacent swales free of weeds, underbrush, refuse piles, debris or other unsightly growth or objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, the ARB or the Association may authorize its agents to enter upon the Lot and adjacent swales and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot and adjacent swales in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain on any Lot or adjacent swales.

During any construction, a cloth barricade shall be erected around the project site, of sufficient height to

not only prevent blowing debris but also to block the visual view of the debris.

No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except as required by law or an approved sign giving the name of the occupant of the residence located on said Lot. All signs shall be approved by the Association.

Section 2.10 No fence, wall or shrub planting which obstructs sightlines and deviations between two (2) or six (6) feet above the Common Roads shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the parcels.

Sight distances at rear lot lines relative to waterfront and marshfront Lots shall have no fences, walls, hedges, shrubs, plantings, etc. that would disturb the sightline of any rear Lot or marshfront rear Lot over the rear twenty (20) feet and shall be limited to six (6) feet in height above mean sea level. Screening for pool areas shall be exempt from this limitation. No trees, shrubs, plantings, etc. shall be allowed to remain within the rear twenty (20) foot setback line unless the foliage is pruned to a sufficient height to present an open sideline vista.

Section 2.11 The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of ARB. The ARB shall require the composition of any wall or fence to be consistent with the

material used in the surrounding homes and other fences, if any. Wire or chain link fences are prohibited. If an Owner owns a pet as permitted hereunder, such Owner shall be required either to erect or maintain a fenced enclosure. Such enclosure shall be of a reasonable design and construction to adequately contain such pets in accordance with the provisions hereof and shall be screened so that the pets are not visible from neighboring property. Any fence, wall, hedge or other similar structure or improvement must be included in the development plan with respect to location, height and type of material and must be approved by the ARB, except for trellises and/or decorative fences included in the architectural design of the home. Such decorative fences shall be allowed to extend no more than fifteen (15) feet in front of the front wall line of the home. Side yard fences on corner Lots may be built on the property line as limited by the provisions of Section 2.10 hereof.

Section 2.12 No construction shall occur on any portion of any Lot lying waterward of the wetlands limit line on any drainage swale as delineated on plans approved by and on filed with the St. Johns River Water Management District. Porches or decks will be allowed over drainage swales as long as they are not in conflict with City, State or other Governmental regulations. No construction within such wetland area including excavation, filling, dumping of trash, waste water or other unsightly materials, removal or destruction of vegetation, activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or any act detrimental to such retention of land and water areas. This covenant may be enforced by the St. Johns River Water Management District.

Section 2.13 All dwellings shall have a driveway of stable and permanent construction of at least sixteen

(16) feet in width at the point where the pavement connects with the street. All driveways shall be constructed of material approved by the ARB.

Section 2.14 Trees situated between the building setback line as established by the zoning ordinances of St. Augustine, Florida and the property lines, having a diameter of one (1) inch or more (measured two (2) feet from ground level) may not be removed without approval of the ARB. A tree survey shall be submitted to the ARB generally locating such tree(s). Cedar trees will have to be replaced as ordained by the City of St. Augustine requiring replacement at 2 for 1. Additionally, each Lot Owner will be required to plant ten (10) cedar trees on their Lot or Lots.

Section 2.15 Anyone violating the provisions of Section 2.14 will be required to replace such trees with trees of like size and condition within 30 days after demand by the ARB. If the Owner fails or refuses to replace the trees as demanded, the ARB shall cause suitable replacements to be planted and the cost thereof shall be a lien against the Lot. The Owner grants to the ARB, its agents, and employees an easement for ingress and egress over and across said Lot to enable it to accomplish compliance with Section 2.14 and this Section.

Section 2.16 No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to mail receptacles attached to dwellings, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 2.17 Solar energy and other energy devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. Request for approval of installation of any type of solar equipment shall be included in the development plan and must be approved in accordance therewith by the ARB.

Section 2.18 Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will have to have the approval of the ARB. No water or air conditioning units will be allowed unless approved by the ARB, but in no case will they be permitted in the front of any of the structures. Low pressure sewer system for each Dwelling Unit will be required to connect to the lift station of City of St. Augustine sewer system in accordance with instructions to be furnished by the Developer or ARB.

Low pressure sewer system will be a minimum 1HP grinder pump (grinder pump/tank system) which will be installed and maintained at the Owner's expense. In order to maintain conformity as to type of equipment used and maintained, the Developer or Association will designate the name of the company to be used and the name and type of equipment permitted to be installed and the location thereof. The sewer charges will be calculated on the number of gallons of water used.

Section 2.19 On Intracoastal frontage or marsh frontage lots, no building, pier, dock, bulkhead or other shoreline improvements outside of jurisdiction control line may be built without the approval of the ARB and other

affected governmental agencies, including but not limited to City of St. Augustine Planning and Zoning Board, Corps of Engineers, Department of Natural Resources, Department of Environmental Regulation, St. Johns River Water Management District. No boat lifts or dock or pier boat houses will be allowed on the piers or docks, except those for open boats up to eighteen (18) feet in length, and with approval of the ARB.

Section 2.20 The Architectural Criteria set forth herein are intended as guideline to which adherence shall be required by each Owner, provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its opinion, it deems such waiver in the best interest of the property and the deviation requested is compatible with the character of the property. A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

Section 2.21 The ARB shall be composed of not less than three (3) persons and no more than five (5) persons appointed, until such time as control shall have been turned over to the Board of Directors of the Association as herein provided, by the Developer and thereafter by said Board of Directors. The members of the committee shall be appointed for staggered, three-year terms. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARB, the Developer or the Board of Directors of the Association, as the case may be, shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the ARB shall be prescribed by, and from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate it shall cause control of the ARB to be turned over to the Board of Directors of

the Pelican Reef Homeowner's Association. The Association shall then appoint the membership of the ARB which shall assume the duties and perform the functions as set forth in these Covenants. After turnover of control is perfected, any and all appeals from action of the ARB committee shall be heard and decided by the Board of Directors of the Association.

Section 2.22 The ARB shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them, by written notice to the Owner and served upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the ARB shall be final. If the ARB committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all Owners and interested persons, that the plans as submitted have been approved by the ARB.

Section 2.23 Notwithstanding any provisions or restrictions contained in these Covenants to the contrary, it shall be expressly permissible for Developer and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or inconvenient to the completion, improvement and sale or the developing of Lots, parcels, Common Areas, recreational property and the additional property and adjacent property, including, without limitation, model homes, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided that the location of any construction trailers of any assignees of Developer rights under this

section shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use houses as model residences, and to use the gatehouse or any house as an office for the sale of Lots and/or houses on the property, additional property or adjacent property and for related activities. The Developer's right to use, as described hereinabove, shall continue even after conveyance of any or all of the Common Areas to the Association, including the gatehouse, or of the Homeowners Recreation Building.

Section 2.24 Notwithstanding any provision in these Covenants to the contrary, the Developer expressly reserves the right, without obligation or qualification, to construct and maintain within the Subdivision a boat dock and marina for the purpose of providing dockage and other services customary to a marina for boaters and residents of the Subdivision; provided, however, that such boat dock and marina shall contain no rental slips or provision for overnight dockage. The Developer reserves the right to maintain a slip for its own use. Developer shall have the right to use the boat dock marina and its facilities as a sales pavilion and Developer hereby reserves for itself a perpetual non-exclusive easement to allow Developer to construct the marina, dock and slips and to rent or sell slips. Owners and renters of slips shall have an easement for access from the Pelican Reef entrance to and from the boat dock and marina.

DEVELOPER MAKES NO REPRESENTATION THAT IT WILL, IN FACT, CONSTRUCT EITHER BOAT DOCKS OR A MARINA, BUT BY THIS SECTION MERELY RESERVES THE RIGHT TO DO SO AT ITS SOLE DISCRETION.

Section 2.25 The Developer shall have the right to construct a television satellite dish and distribution system to the individual Lots. Developer reserves for

itself and any cable television or community antenna system provider a perpetual non-exclusive easement over roadways within the Subdivision for placement and maintenance of the television distribution lines. The satellite dish, building and equipment will be located at the East end of the pond in Outlot "B" between Lots 1 and 13. The distribution shall be by means of an underground cable network with pedestal junction boxes. Individual Lot homeowners will have the option to initiate this service for a fee that will be determined by the level of service they want. Rates to be charged will be in accordance with City and federal regulations, provided, further, that the cable television operator shall have the right to pass through any increases in charges levied by the provider of the services. The cable television service will be owned and maintained by a private service organization and will have no impact on the Association or its fee. The television system shall conform to all city, state and federal regulations.

THE DEVELOPER MAKES NO REPRESENTATION THAT CABLE TELEVISION SERVICES WILL BE PROVIDED BY MEANS OF A COMMUNITY ANTENNA SYSTEM SEPARATE AND APART FROM ANY FRANCHISED CABLE TELEVISION PROVIDERS, BUT MERELY RESERVES THE RIGHT TO DO SO AT ITS SOLE DISCRETION.

Section 2.26.

a. Developer hereby reserves for itself, its successors and assigns, and hereby grants to the Association a nonexclusive, perpetual, alienable blanket easement upon across, over, through, and under the Subdivision for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied

by the local, state and federal governments; provided, however, that such easements shall be subordinate to the right of the Owner of any Lot to place upon such Lot improvements in conformity with these Covenants.

b. Developer reserves for itself, and hereby grants to the Association, and their designees, a non-exclusive, perpetual, alienable blanket easement and right on, over and under the ground within the Subdivision to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its prior condition as nearly as practicable. The Developer or Association shall give reasonable notice of intent to take such action to all affected Owners, unless in its opinion an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developer and the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

c. To the extent that any improvements constructed by the Developer on or in any Lot encroach on any other Lot or Common Areas, whether by reason of any deviation from the Plat of the Subdivision or by reason of the settling or shifting of any land or improvements, a valid perpetual, exclusive easement for such encroachment shall exist.

ARTICLE III

ASSOCIATION

Section 3.1 To effectively and efficiently provide for the administration of the Common Areas by the Owners of Lots or Dwelling Units in Pelican Reef Subdivision, and future phases hereafter filed by the Developer, a non-profit corporation (known and designated as the Pelican Reef Homeowner's Association, Inc. a non-profit Florida corporation) has been created. The Association shall operate and manage the streets, street lights, street signs, bridges, Common Areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of these Covenants and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C" respectively, and such documents are expressly made a part hereof.

Section 3.2 The Owner of each Lot or dwelling with Pelican Reef Subdivision and future phases of Pelican Reef Subdivision filed in the Public Records of St. Johns County, Florida, by the Developer, shall automatically become members of the Association upon his or her acquisition of and ownership interest in title to any Lot or Dwelling Units. The membership of such Owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such Lot or Dwelling Unit, regardless of the means by which such ownership may have been divested.

Section 3.3 No person, corporation or other business entity holding any liens, mortgage or other encumbrance upon any Lot or Dwelling Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to

membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership, provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a Lot or Dwelling Unit either by foreclosure or by voluntary conveyance from its mortgagor or its successors or assigns.

Section 3.4 In the administration, operation and management of the Common Areas and the enforcement of these Covenants and Restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of these Covenants, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and to enforce such rules and regulations governing the use and enjoyment of the Common Areas and the administration of the aforesaid Covenants and Restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

Section 3.5 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.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation. The Developer covenants, and each Owner of each and every Lot and Dwelling Unit shall by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of these Covenants and to promptly pay to the Association or its successors or assigns, the following:

- a. All annual assessments or charges, and,
- b. All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided.

The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot or Dwelling Unit, such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancement, enlargement, renewal and replacement thereof and operation of the private roads, private utilities, Common Areas and Properties and to provide reasonable reserves therefor and to provide services which the Association is authorized to provide, including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement and to acquire additions to the

Common Areas and Properties, payment of the cost to acquire labor, services, security equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of the principal, interest and other purchases connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Areas and Property at the time of conveyance to the Association.

Section 4.3 The initial regular monthly assessment is hereby set at the rate of \$30.00 per Lot or Dwelling Unit. Lots or Dwelling Units owned by the Developer shall not be subject to assessments, either regular or special. The Developer guarantees the initial assessment fee shall not exceed \$70.00 per month per Lot or Dwelling Unit until the Owners have, excluding the Developer, 80% of the votes in the Association or January 1, 1994, whichever occurs first. The Developer agrees to turn over control of the ARB and the streets and Common Areas and the sewer system to the Association not later than January 1, 1997. After turnover of control has occurred, regular monthly assessments shall be determined by the Board of Directors at its regular annual meeting. The regular assessment may be increased beyond that set by the Board of directors at the regular annual meeting of the of the Board of Directors upon approval by 60% of the voting members in attendance, in person or by proxy, at any regular or special meeting of the membership of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting, provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular

assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

The monthly assessment fee will become due and payable on the first day of the month following the closing on the Lot.

Section 4.4 Commencement of maintenance of rear and side swales by the Owner of any Lot, shall commence on the first day of the month after the closing of the initial purchase of Lot from the Developer. Monthly assessment fees shall be due and payable commencing the first day of the month after closing of the initial purchase from the Developer of the Lot upon which such assessments are made.

Section 4.5 Nothing herein shall prohibit the Owner of a Dwelling Unit from leasing such Dwelling Unit and requiring the tenant of such dwelling to reimburse the Owner for the monthly assessment against said Dwelling Unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the Dwelling Unit. On the first day of the first month the Owner of any Dwelling Unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such Dwelling Unit as of that date.

Section 4.6 Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as

against third persons, against the Dwelling Unit and other property of the Owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the Common Areas by abandonment of the Lot or Dwelling Unit, by extended absence from the subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.7 The Association, upon written request of any Owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such Owner's Lot or Dwelling Unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.8 All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the Common Areas. Revenue collected by the Association from an Owner of a Lot or Dwelling Unit may be commingled with monies collected from other Owners.

Section 4.9 Recognizing that proper management and operation of the Common Areas and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within Pelican Reef Subdivision, and the present and future interests of each member of the Association in the Common Areas and property and improvements thereto, to secure the prompt payment of each and all

assessments made and levied in accordance with these Covenants and each Owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees, which may be incurred by the Association in enforcing this lien or the provisions of these Covenants.

Section 4.11 The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.12 All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot or Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a Lot or Dwelling Unit are hereby placed on notice of the lien rights granted to the Association under these Covenants, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot or Dwelling Unit expressly subject to the lien rights provided herein.

Section 4.13 The lien created pursuant to these Covenants shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "Claim of Lien" stating the description of the property encumbered by the lien, the name of the record Owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the

lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien shall be signed and verified by the President or Vice President of the Association. The Claim of Lien filed by the Association shall be signed and verified by the President or Vice President of the Association. The Claim of Lien filed by the Association shall be subordinate to the lien of any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's Claim of Lien.

ARTICLE V

AMENDMENT AND TERMINATION

Section 5.1. The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole Owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of Pelican Reef Subdivision.

In addition to the manner of amendment set forth in the preceding paragraph, the record Owners of eighty per cent (80%) of Lots or Dwelling Units in Pelican Reef Subdivision, and any future units of Pelican Reef Subdivision recorded by the Developer may amend or modify such provisions of these Covenants as they deem necessary or desirable.

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.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least eighty per cent (80%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record Owners to join in any document to effectuate such amendment.

Section 5.2. This Declaration of Covenants and Restrictions contains provisions concerning various rights, priorities, remedies and interests of the holders of mortgages. Such provisions are to be construed as covenants for the protection of those mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of these Covenants impairing such rights, priorities, remedies or interest of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding a mortgage on the Lots, it shall be sufficient to obtain the written consent of all mortgagees holding a lien on eighty percent (80%) or more of the Lots; provided, however, that in the event a mortgagee is holding a lien on seventy percent (70%) or more of the Lots encumbered by the mortgagee, the written consent of such mortgagee alone shall be sufficient. This Section shall not apply or be construed as a limitation upon those rights of the Developer, the Association or the Owners under these Covenants to make amendments which do not adversely affect the mortgagees.

ARTICLE VI

USE OF COMMON PROPERTY

The Common Areas, as hereinabove specifically described or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all of the Owners of Lots and Dwelling Units lying within Pelican Reef Subdivision, as hereinabove described, and any future unit of Pelican Reef Subdivision hereinafter filed in the Public Records of St. Johns County, Florida, by Pelican Reef Development, for the use of such Owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, including location of a satellite dish and head end facilities for a common antenna distribution network and for the quiet enjoyment of said Owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any Dwelling Unit or Lot in any existing unit of Pelican Reef Subdivision or any future unit of Pelican Reef Subdivision hereafter filed in the Public Records of St. Johns County, Florida, by Pelican Reef Development, each such person does agree to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all Common Areas and recreational facilities now existing or which may hereafter be designated by Pelican Reef Development.

ARTICLE VII

COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot or Dwelling Unit within Pelican Reef Subdivision, and any future unit of Pelican Reef Subdivision hereinafter filed in the Public Records of St. Johns County, Florida, by Pelican Reef Development is dependent upon the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interests of all of the Owners that the membership in the Common Areas be retained by the Owners of Lots and Dwelling Units, it is therefore declared that the membership rights of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such membership rights in the Common Areas. In addition, there shall exist no right to transfer the membership rights in the Common Areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease of the Lot or Dwelling Unit in Pelican Reef Subdivision and any future unit of Pelican Reef Subdivision hereinafter filed in the Public Records of St. Johns County, Florida, by Pelican Reef Development provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the Common Areas to the Owners of Lots or Dwelling Units within the Subdivision for the purpose of effectuating the intent of these Covenants. Any conveyance or transfer of a Lot or Dwelling Unit in Pelican Reef Subdivision shall include the membership rights in the Common Areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

ARTICLE VIII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions of these Covenants shall constitute covenants running with the land, and each shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the Owner of each Lot and Dwelling Unit and the appurtenant undivided interest in the Common Areas and upon the heirs, personal representatives, successors, and assigns of each Owner, and the same shall likewise be binding upon the Developer and its successors and assigns. These Covenants shall be binding and in full force and effect for a period of 30 years from the date these Covenants are recorded, after which time this declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) per cent of the then recorded Owners of the Lots or Dwelling Units in Pelican Reef Subdivision is recorded containing an agreement of the said Owners with respect to the alteration, change, modification or repeal, in whole or part, of the provisions of these Covenants. All attorneys' fees and court costs which may be incurred by the Association in the enforcement of any of the provisions of these Covenants, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

ARTICLE IX

ENFORCEMENT OF SURFACE WATER MANAGEMENT PROVISIONS

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 these Covenants which relate to the maintenance, operation and repair of the

Surface Water or Stormwater Management System.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Malcolm Almonson

 WITNESSES

Paul J. Th...

 WITNESSES

Melanie Almonson

 WITNESSES

Thompson Bros. Realty, Inc
 By: *Pierre D. Thompson*

 Pierre D. Thompson

Shirley Thompson

 Shirley Thompson

"Developer"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 20th day of April, 1992, by Pierre D. Thompson as PRESIDENT of Thompson Bros. Realty, and Pierre D. Thompson and Shirley Thompson.

COPY

Melanie Almonson
 Notary Public, State of Florida
 at Large
 My Commission Expires: _____
 Regulated by RICHARD In's Agency

ATTACHMENTS:

- Exhibit "A" Legal Description
- Exhibit "B" Articles of Incorporation of Homeowner's Association
- Exhibit "C" By-Laws of Homeowner's Association

COPY

COPY

Exhibit "A"

PELICAN REEF SUBDIVISION, according to map or plat thereof recorded in Map Book 23, page 89, of the public records of St. Johns County, Florida.

COPY

COPY

State of Florida



Department of State

COPY

I certify that the attached is a true and correct copy of the Articles of Incorporation of PELICAN REEF HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 13, 1991, as shown by the records of this office.

The document number of this corporation is N42066.

COPY

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 14th day of February, 1991.

Jim Smith
Secretary of State



CR2EO22 (8-88)

Exhibit "B"

FILED
1991 FEB 13 AM 9:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
PELICAN REEF HOMEOWNERS ASSOCIATION, INC

We, the undersigned, with other persons being desirous of forming a nonprofit corporation, under the provisions of Chapter 617, Florida Statutes, do agree to the following:

ARTICLE I

The name of this corporation is PELICAN REEF HOMEOWNERS ASSOCIATION, INC. The principal place of business of this corporation shall be 61 Cordova Street, St. Augustine, Florida 32084.

ARTICLE II

The general purpose of the business or businesses to be transacted by this corporation, together with and in addition to the authority and powers conferred by the laws of the State of Florida, is to provide for maintenance, preservation and control of the trees and landscaped areas within the dedicated right of ways and drives, and to promote the health, safety and welfare of the residents.

ARTICLE III

The membership of this corporation shall constitute all persons hereinafter named as officers and directors

and such other persons as from time to time may become members by ownership of property in Pelican Reef.

ARTICLE IV

The name and address of the incorporators of these Articles is

Pierre D. Thompson
61 Cordova Street
St. Augustine, Florida

John D. Thompson
61 Cordova Street
St. Augustine, Florida

ARTICLE V

The corporation is to exist perpetually.

ARTICLE VI

The business of this corporation shall be managed by the Board of Directors. This corporation shall have two directors initially. The number of directors may be increased or decreased from time to time by the By-Laws, but shall never be less than one.

The Board of Directors shall be appointed and hold office in accordance with the By-Laws.

The names and addresses of the persons who are to serve as directors for the ensuing year, or until the first annual meeting of the corporation are:

Pierre D. Thompson
61 Cordova Street
St. Augustine, Florida

John D. Thompson
61 Cordova Street
St. Augustine, Florida

Raul D. Thompson
61 Cordova Street
St. Augustine, Florida

The street address of the initial registered office of this corporation shall be 61 Cordova Street, St.

Augustine, Florida 32084, and the name of the initial registered agent of the corporation at that address is Pierre D. Thompson.

IN WITNESS WHEREOF, the undersigned subscribing incorporator, has hereunto set his hand and seal on this 8 day of January, A. D., 1991.

Pierre D. Thompson
PIERRE D. THOMPSON

John D. Thompson
JOHN D. THOMPSON

ACKNOWLEDGMENT OF REGISTERED AGENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

Pierre D. Thompson
PIERRE D. THOMPSON

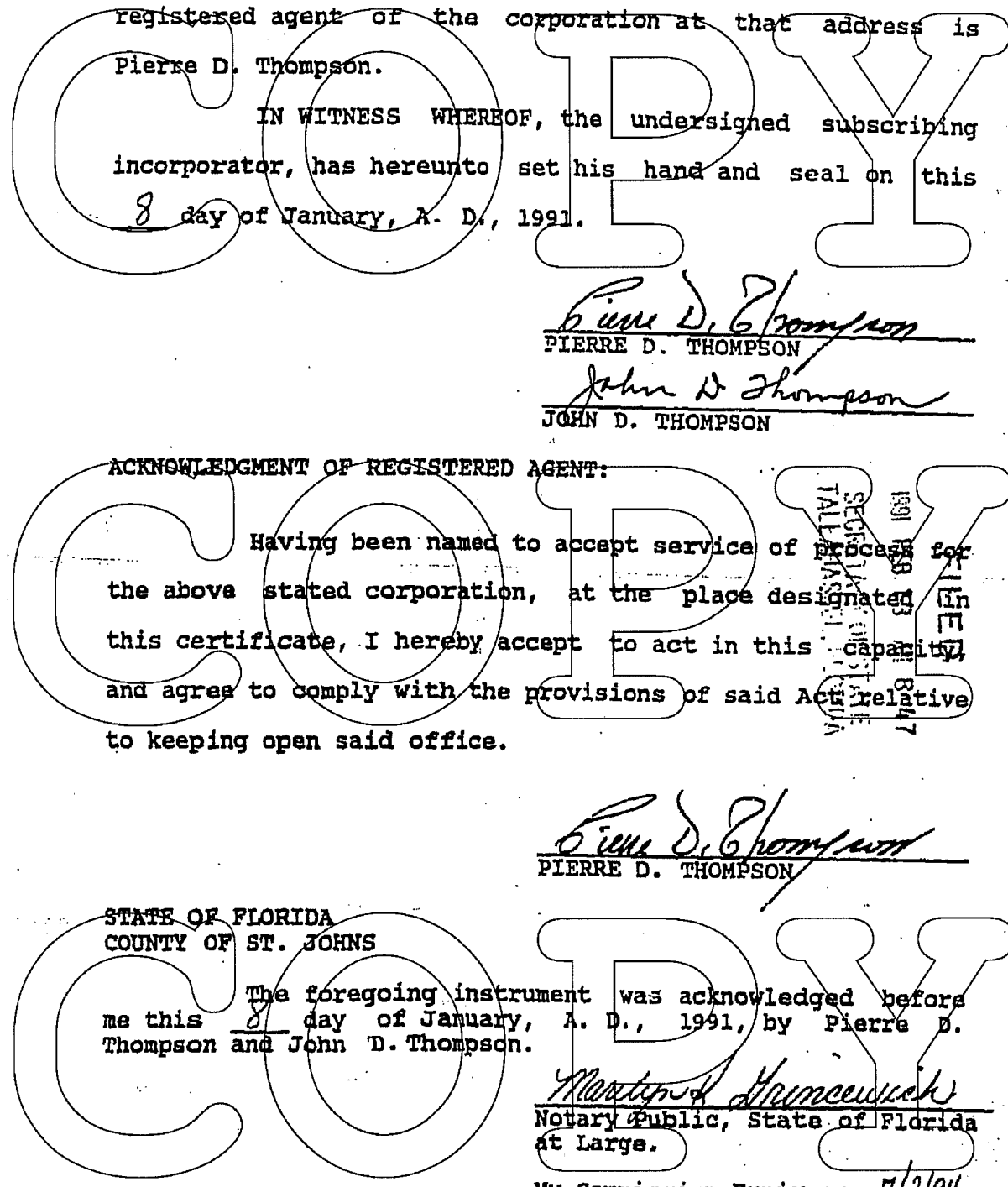
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8 day of January, A. D., 1991, by Pierre D. Thompson and John D. Thompson.

Marilyn K. Conner
Notary Public, State of Florida
at Largo.

My Commission Expires: 7/2/94

MARILYN K. CONNER, NOTARY PUBLIC
MY COMMISSION EXPIRES 7/2/94



1991 JAN 3 8 47
TALLAHASSEE
SECRETARY OF STATE

BY-LAWS

OF
PELICAN REEF HOMEOWNERS ASSOCIATION, INC.
(hereinafter called the "ASSOCIATION")

(A Non-Profit Florida Corporation)

ARTICLE I

Personal Applications

All present or future owners, tenants, future tenants of Pelican Reef Subdivision, as per Map Book 23, Page 89, Public Records of St. Johns County, Florida, and of any future units of Pelican Reef Subdivision hereafter filed by Thompson Bros. Realty, Inc. and Pierre D. Thompson and Shirley Thompson (hereinafter called the "Developer") in the Public Records of St. Johns County, Florida, or by their acts of occupancy or use of any of said property will signify that they accept ratify and will comply with these BY-LAWS.

ARTICLE II

Voting Rights

Section 1. Voting. Voting shall be based on one vote for each member as defined in the Declaration of Covenants and Restrictions and shall be limited to one vote per lot, including those lots owned by the Developer. A member or members six months or more in arrears of payment of assessments forfeits his, her or their right to vote.

Section 2. Majority of Owners. As used in these By-laws, the terms "Majority of Owners" shall mean those

Exhibit "C"

owners as well as the Developer holding 51 per cent of the votes. Each membership is entitled to one (1) vote. The Developer shall be a member of the organization so long as it holds title to any property in Pelican Reef subdivision or in any future units. The Developer reserves the right to vote all memberships not owned by other members of the Pelican Reef Homeowners Association. In the event there is an increase in the number of lots or dwelling units, then the number of memberships shall automatically be increased by the actual number of lots or dwelling units existing, and the number of votes shall be increased to correspond with the number of memberships.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. The Board of Directors of the Association shall have the right to appoint a proxy committee, and the proxy committee appointed by the Board of Directors shall be entitled to cast the vote for the person signing the proxy. The proxies shall be mailed out to all persons entitled to vote at least fifteen (15) but not more than thirty (30) days prior to a meeting of the Association, and any person wishing to vote by proxy shall have his proxy properly signed and in

the hands of the Secretary at least five (5) days prior to the date of the meeting.

ARTICLE III

Association Responsibilities and Meetings

Section 1. Association Responsibilities. The

membership as defined in the Declaration of Covenants and Restrictions of Pelican Reef Subdivision, to which these

By-Laws are attached as an Exhibit, constitutes the Association of Owners which will have the responsibility of administering the common areas, maintaining the streets and guardhouse, approving the annual budget, and establishing and

collecting monthly assessments. The Association shall

operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the applicable

St. Johns River Water Management District permit requirements and applicable District rules and shall assist in the

enforcement of the restrictions and covenants contained herein. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of members.

Section 2. Place of Meetings. Meetings of the

Association shall be held at a suitable place convenient to the owners as designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings

of the Association shall be held at a suitable place convenient to the owners as designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting containing a statement of the purpose thereof and of the time and place where the meeting is to be held. The notice must be mailed to each member of record at least fifteen (15) but not more than thirty (30) days prior to such meeting. The mailing of a notice by United States Mail, postage prepaid, shall constitute notice served.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

ARTICLE IV

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of not less than five (5) nor more than fifteen (15) members.

To qualify for election to the Board of Directors, a member should be in "good standing". A member shall be in good standing when that member has no delinquent assessments, is in compliance with the Declaration of Covenants and Restrictions, and is a Pelican Reef Subdivision resident owner.

The initial Board of Directors shall make a determination, by lot, of which of three Directors shall serve a one year term and which Directors shall serve a two year term, so that as near as practicable $1/2$ of the initial Board of Directors shall serve a one year term and $1/2$ of the Directors shall serve a two year term. Upon the conclusion of their respective terms of offices, all Directors shall be elected for two year terms so that, as near as practicable, $1/2$ of the Board of Directors are elected for two year terms during even numbered years and $1/2$ are elected for two year terms during odd numbered years.

Board members elected by the Board of Directors to fill vacancies occurring prior to the annual meeting of the Association shall serve out the remaining term of the Directorship for which they were elected.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the

administration of the affairs of the Association and may do all such acts and things as are not by law or by these BY-LAWS directed to be exercised and done by the members.

Section 3. Other Duties. In addition to the duties imposed by these BY-LAWS, or by resolution of the Association, the Board of Directors shall be responsible for the following:

(a) care, upkeep and surveillance of the common areas, all islands lying within the road rights-of-way, and streets and guardhouse;

(b) setting and collection of monthly assessment from the owners. The assessment shall be effective upon its adoption and shall be due quarterly. Notice of the amount of such assessment shall be given to each owner personally or by mail, telephone or telegraph. Assessments remaining unpaid for thirty (30) days after the due date shall constitute a lien on said property and bear interest at the rate of ten per cent (10%) per annum until paid in full. Enforcement of the lien shall be by judicial foreclosure and in such event the Board shall be entitled to reasonable reimbursement for attorneys' fees and court costs;

(c) adoption of any rules and regulations which are, or which may become, relevant to the general use of the common areas designated for the use of all members; and

(d) levying and collecting adequate assessments against members of the Association for the costs of

maintenance and operation of the surface water or stormwater management system. The assessments shall be used for work which includes, but is not limited to, work within retention areas, drainage structures and drainage easements.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a majority vote of the members shall be filled by the vote of the majority of the remaining directors, even though they may constitute less than a quorum.

Section 5. Removal of Directors. At the regular or special meeting, duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the voting members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Organization and Meeting.

The regular annual meeting of a newly elected Board of Directors shall be held immediately following the annual meeting of the Association. No notice shall be necessary to the newly elected Board of Directors in order to convene such a meeting, any provision in these By-Laws to the contrary notwithstanding, providing a majority of the whole Board shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least twenty (20) days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director given personally or by mail, telephone or telegraph which notice shall state the meeting time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 9. Waiver of Notice. Before any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director of any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the majority of the Directors present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The exception to this rule is that covered by the BY-LAWS, Article IV, Section 4, Vacancies.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote by a majority of the Board of Directors present at any regular or special meeting, any officer may be removed

either with or without cause. The Board may at such meeting elect a successor for the removed officer.

Section 4. President. The President shall be the Chief executive officer of the Association and shall preside at all meetings of the Association. He/She shall have all of the general powers and duties which are usually vested in the office of the President of an association including, but not limited to, the power to appoint committees from among the members. From time to time he/she may, in his/her discretion, decide and acquire the necessary staff appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. As Secretary, he/she shall keep the minutes of all meetings of the Association; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all of the duties incident to the office of the Secretary.

Section 6. Treasurer. As Treasurer, he/she shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts for all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE VI

Obligation of the Owners

Section 1. Assessments. All of the members are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses, including specifically but not by way of limitation, fire and extended insurance coverage; vandalism and malicious mischief and public liability insurance; amortization of mortgages; payment of taxes on the recreational facilities and common areas; and satisfaction of the provisions of Article IV, Section 4.3, Covenants for Maintenance Assessments.

Section 2. Maintenance and Repair.

(a) Every member must perform all maintenance, upkeep and repair work within his own lot or dwelling unit which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part thereof belonging to the other owners. Each member is expressly responsible for the damages and liabilities that his failure to perform such maintenance, upkeep and repair may engender.

(b) A member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the communal facilities damaged through the fault of any agent, guest, or lessee of such member.

Section 3. Use of Property. Usage of all property shall be limited to usage as described by duly regulated ordinances now in effect or may become in effect, in the County of St. Johns County, Florida and further limited by

the Declaration of Covenants and Restrictions of Pelican Reef Subdivision, referred to above, to which these BY-LAWS are an Exhibit.

Section 4. Rules and Conduct. Conduct of members shall be governed by rules and regulations, which from time to time, may be approved by Board of Directors.

ARTICLE VII

Amendments to the BY-LAWS

These BY-LAWS may be amended by a vote of two-thirds (2/3) of the members.

ARTICLE VIII

Sales or lease of property

The Association shall in no way restrict the sale or lease of property within the Pelican Reef Subdivision, referred to above, or any future units of Pelican Reef Subdivision hereafter filed in the Public Records of St. Johns County, Florida by the Developer.

ARTICLE IX

Operation of surface water management system

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management

District prior to such termination, dissolution or liquidation.

COPY

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

BY: _____

WITNESSES

ATTEST: _____

COPY

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____ and _____

_____, on behalf of _____ Development.

Notary Public, State of Florida at Large

My commission Expires: _____

COPY