

DECLARATION OF COVENANTS 0R1390PG1303
FOR
CAMACHEE ISLAND

THIS DECLARATION is made this 24 day of September, A.D., 1982 by Camachee Island Villas Partnership, a Florida partnership, which declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

AMENDED AND RESTATED MARCH 18, 1997
Incorporating Supplemental Declarations of Covenants dated
October 14, 1986 as recorded ORB 721 pages 354-357
September 14, 1988 as recorded ORB 796 pages 624-632, and
January 4, 1990 as recorded ORB 843 pages 701-702.
Incorporating Exhibits
A dated 24 Sept 1982 recorded off. rec. 559 Page 418
D dated 24 Sept 1982 recorded off. rec. 559 Pages 435, 436
E dated 24 Sept 1982 recorded off. rec. 559 Page 437

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Camachee Island Owners Association Inc., a Florida corporation not for profit, whose Charter as restated and amended March 26, 1996 as filed with the Secretary of State, Tallahassee, Fl. August 30, 1996 and By-Laws as amended March 26, 1996 recorded in Public Records St. Johns County, Fl. OR 1169 PG 1121 et. sec. and as the same may be subsequently restated or amended (formerly referred to as Exhibits B and C). This is the Declaration of Covenants for Camachee Island to which the Articles of Incorporation and By-Laws of the Association make reference.

(b) "Camachee Island" shall mean and refer to that portion of the real property described in Planned Unit Development Ordinance issued by St. Johns County as the same may be amended from time to time, which constitutes the Property subject to this Declaration and/or other property which may be administered by the Association, from time to time.

(c) "Common Area" or "Common Property" shall mean and refer to all real property owned or leased by the Association or easements conveyed to the Association for the common use and enjoyment of the Members, including but not limited to those granted under the provisions of the Use & Maintenance Agreement, as more particularly described on Exhibit D referred to above.

(d) "Declaration" shall mean and refer to this Declaration of Covenants for Camachee Island, as recorded in the public records of St. Johns County as the same may be amended from time to time.

(e) "Developer" shall mean and refer to Camachee Island Villas Partnership, its successors or assigns.

(f) "Master Plan" shall mean and refer to the conceptual plan for the future development of Camachee Island as approved by Planned Unit Development Ordinance as adopted by St. Johns County, Florida, which land is described on Exhibit E referred to above as the same may be modified from time to time. All references to the Master Plan

shall be references to the latest revisions thereof.

- (g) "Members" shall mean and refer to the Members of the Association.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers).
- (i) "Property" or "Properties" shall mean and refer to that certain real property as described in Exhibit A attached and such additions thereto as may be made in accordance with the provision of this Declaration.
- (j) "Residential Dwelling Unit" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, condominium unit, or townhouse unit, title to which is vested in a Member of the Association. Improvements shall constitute a Residential Dwelling Unit at such time as construction of the improvements is sufficiently completed to be certified for occupancy by the applicable governmental authorities of St. Johns County, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications. Residential Dwelling Units shall specifically exclude any hotel or motel dwellings.
- (k) "Use & Maintenance Agreement" shall mean and refer to the Declaration of Easements, Use and Maintenance Agreement dated September 24, 1982 as recorded in Official Records Book 559 Page 388 of the public records of St. Johns County, Florida and subsequent amendments if any.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, referred to heretofore, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

(a) Additions. The members of the Association may annex additional lands to the Property upon the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purposes and upon obtaining any county or governmental approvals as may be required by law.

(b) Supplementary Declaration. The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may

contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

(c) Additional Declarations. The Property is also subject to the terms and provisions of the Use & Maintenance Agreement which provides for sharing of costs and expenses associated with properties shared in common between residential and commercial property owners within Camachee Island.

(d) Mergers Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Title to Common Area. The Developer will convey or cause to be conveyed, prior to the conveyance of the first Residential Dwelling Unit to a Class A Member, the title to and/or easements over and upon roads and other Common Areas which are designated by Developer for the use or benefit of Owners of the Property in accordance with the Master Plan, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, for Developer and its invitees, licensees, successors and assigns, the Use & Maintenance Agreement and such other non-exclusive use rights as may be granted prior to such conveyance or reserved by Developer to be conveyed to future Members of the Association. Any roads and other areas which are for the primary use and benefit of only the Owners of a particular area of the Property may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of the Association (in accordance with its Articles and Bylaws) to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements and other matters referenced in Section 1 of this Article III, Article VIII and Article IX hereof.

(g) all provisions of the Use & Maintenance Agreement.

Section 3. Damage or Destruction of Common Areas by Owner. In the event any of the Common Area facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become part of the annual assessment (as hereinafter defined) payable by the responsible Owner.

ARTICLE IV

MAINTENANCE ASSOCIATION

Section 1. Camachee Island Owners Association, Inc. The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as Camachee Island Owners Association, Inc., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, membership and voting rights in the Association.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Residential Dwelling Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association:

(1) any annual assessments or charges, (2) any special assessments for capital

improvements or major repair, and (3) exterior maintenance assessments (as set forth hereinafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys fees, shall be a charge on the land and shall be a continuing lien upon that portion of the Property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, those costs and expenses shared under the terms of the Use & Maintenance Agreement, the cost of road and lake maintenance, sewer plant operation and maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessment.

(a) The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the majority of the Board of Directors of the Association shall be dispositive.

Section 4. Rate of Assessments.

(a) The Owner of any assessable property which becomes subject to assessment during an assessment period, shall pay the amount attributable to such property for the prorated portion of the year remaining subsequent to such creation of assessment category.

(b) In the event of a merger or consolidation of any other associations with the Association, such additional property administered by the surviving association and subject to differing covenants and restrictions may pay an assessment calculated on a different basis than the assessments provided for in this Declaration or may pay an assessment amount greater to or lesser than that levied against similar Property as described herein. A change in basis or rate of the annual assessments against the property subject to this Declaration may be effectuated if approved by a vote of seventy-five (75%) percent of the votes of membership of the Association at a duly called meeting of the Association and by the approval of seventy-five (75%) percent of the votes cast at said meeting by the Members and Owners disproportionately affected by such change in basis.

Section 5. Date of Commencement of Annual Assessments: Dues Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any property owner's association in any area of the Property and/or with any condominium association which administers the affairs of a condominium located within the Property in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof, the Board may levy special assessments for the following purposes:

(a) construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;

(b) for additions to the Common Areas;

(c) to provide for the necessary services and the facilities and equipment to offer the services authorized herein;

(d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the consent of a majority of the votes of Members entitled to use of the Common Area or services affected if less than all, who are voting in person or by proxy at a meeting duly called for this purpose; provided however, a special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair or levied in accordance with the provisions of the Use & Maintenance Agreement shall be levied at the discretion of a majority of the Board of Directors. The proposition of each special assessment to be paid by the Owners of each category of Property affected shall be in proportion to the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect of Non-Payment of Assessment: The Lien; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; and (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the property or Members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final.

ARTICLE VI

SPECIAL SERVICES AND ADDITIONAL ASSESSMENTS

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is required to be performed and is actually performed by a property owners association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Maintenance Duties of Other Property Owners Associations. If for any reason any condominium, subdivision association or other property owners association responsible for administration of condominium properties, subdivision

properties or other portions of the Property, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable property in the first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association in such respect that the association has refused or failed to act, whether against all property maintained by such association or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association.

Section 3. Assessment of Cost. The cost of maintenance performed by the Association in Sections 1 and 2 above shall be assessed against the property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 4. Access at Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 5. Sewer Assessment. The costs and expenses of providing the private sewage treatment and collection facilities to certain Units within the Property may be assessed against the Residential Units to which such service is supplied by the Association in (i) the basis of a fraction the numerator of which is one (1) and the denominator of which is the total number of Residential Units serviced by the private system from time to time, or (ii) on the basis of actual Unit water usage if so charged to the Association. During the initial development period of Camachee Island, the sewage assessment charged against Residential Units serviced may be less than the permissible assessment; however, this shall not prohibit charging the maximum assessment at any time. This assessment shall not be considered part of the annual maintenance assessment or charge but shall be a special assessment and a lien against the Residential Unit and the personal obligation of the Owner(s) and shall be due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association.

ARTICLE VII

USE RESTRICTIONS

Section 1. Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Property, holders of mortgage liens on the Property and such other persons as the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the property with access to publicly dedicated rights of way as designated in the Use & Maintenance Agreement. The Association reserves and shall have the unrestricted and absolute right to

deny ingress to any person who, in the opinion of the Association may create or participate in a disturbance or nuisance on any part of the property.

The Association shall have the right to adopt reasonable rules and regulations pertaining to use of the roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the roadways. The Association shall have the right, but no obligation to control speeding and impose speeding fines and to prohibit use of the roadways by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which, in the opinion of the Association would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgment and opinion of the Association, obstruct the vision of a motorist upon any of the roadways. The Association shall have the right, but no obligation to establish security procedures for the protection of the Property, including the right to limit access to the Property.

The right of ingress and egress over and upon roadways constituting a part of a condominium or subdivision project located within the Property, according to declaration of condominium or plat recorded in the public records of St. Johns County, Florida, and which are maintained by a separate condominium or homeowners association may be limited to an easement for the benefit of Owners of Property located within such condominium or subdivision.

In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section thereafter shall be of no further force or effect.

Section 2. Temporary Structures. No temporary buildings, tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Association.

Section 3. Nuisances. Nothing shall be done on any portion of the Property which may be or may become an annoyance or nuisance to owners of the property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing, whose decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owners association as to such question.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the architectural control committee thereof has approved in writing the design, materials, lettering and location of said sign. Only one sign shall be permitted by the Association for each building, and no sign shall be approved which is greater than 15 square feet in area (except temporary construction or renting signs).

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove

April 19, 2005
ACC Report to CIOA Board Meeting

Subject: No Private Docks Policy

Background

We (the Harbor Office and CIOA) have the authority and have always declined to approve the construction of any private dock on a Camachee Cove waterfront lot. It appears we are about to receive still another request in that regard. In order to graciously and fairly respond to such an inquiry, a review has been conducted and a proposed prepared statement is drafted for the Board's consideration.

Proposed Camachee Cove "No Private Docks" Policy Statement

"It has been and continues to be the long standing policy of Camachee Cove (the Developer, Harbor Office and CIOA) to not approve the construction of private docks here. This position is entirely valid under the terms and conditions of the declarations of Camachee Cove (the Developer, Harbor Office and CIOA) which state that prior approval by these organizations is required before construction of any private dock by an CIOA owner.

With respect, it is our sincere conviction that this position of 20 years serves the widest portion of our community's owners in terms of their concerns for: privacy, neighborhood attractiveness, presently available marina services and the real value of adjacent properties. Accordingly, this policy is sustained."

The Dock Itself

Any dock reaching out from the bulkhead all the way to navigable river water would need to be substantial in order to withstand river currents, northeast storms and passing boats' wakes. In order to securely keep a boat in that dock environment a boat hoist would be required. In turn, this might require a shed over the boat and hoist. If three lot owners were to each keep a boat on the dock, this hardware would triple. More significantly it would all be located upwind from at-risk Camachee Cove homes relative to last year's local hurricane winds' direction.

Appearance

Any dock strong enough to withstand the conditions here must be large and sturdy. Its necessary length would also reach well across the sight lines of many Camachee Cove residences. Thus this structure would be highly visible. The inclusion of hoists, boats, storage boxes and sheds would further limit any possible attractiveness. If 3 boats were kept here, the issue is greatly magnified.

same at the expense of the Owners, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they may not be visible from the adjoining properties.

Section 4. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 5. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways within the Property without the proper written approval of the Association, and in accordance with the provisions of the Use & Maintenance Agreement. Shoreline contours above or below water abutting the Property may not be changed without the written approval of the Association or architectural control committee thereof and in accordance with the provisions of the Use & Maintenance Agreement. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No boathouse shall be constructed on or adjacent to any of the Property abutting waterways, nor shall any boat canal be dug or excavated in any of the property without the same being approved by the Association, and in accordance with the provisions of the Use & Maintenance Agreement.

Section 6. Boats and Motor Vehicles No boats or recreational vehicles or other motor vehicles, except four wheel passenger automobiles less than 5.6 feet in height, shall be placed, parked or stored upon any of the Property unless approved by the Association, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any area of the Property, except within a building where totally isolated from public view.

Section 7. Animals. All animals shall be kept under control by the Owner at all times and leashed when upon the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 8. Residential Area. The dwelling units constructed within the Property shall be used by a single family, its servants, guests or lessees as a residence only and for no other purpose. Unless approved by the Association or in accordance with the terms of the Use & Maintenance Agreement, no snack bar, restaurant, gift shop or other commercial facility (excluding showers, restrooms, laundromat and telephones) shall be constructed or generated within the Property.

Section 9. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, as appropriate: (a) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; (b) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (c) such other insurance as the Board of Directors may determine.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to

time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year but in no event shall insurance be less than \$300,000 with respect to any one person, \$500,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

Section 10. Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of Residential Dwelling Units and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of Residential Units (based upon replacement) and shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association, if so requested.

Section 11. Repair and Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any owner whose Residential Dwelling Unit or any portion thereof is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore such Property with the consent of any first mortgagee to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VIII hereof.

Section 12. Antennas. Unless prior written approval has been obtained from the Association, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the Property.

Section 13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 14. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any of the Property. Notwithstanding, an Owner may keep and maintain a small propane gas tank for gas barbecues and fireplaces specifically approved by the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aeriels, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the applicable architectural control committee thereof in accordance with the provisions of the Bylaws of the Association and the architectural control committee established under the terms of the Use & Maintenance Agreement. The approval or disapproval of the Association shall take precedence over the approval, if any, of any property owner's association for the area in which such portion of the Property is located. If the Association or the architectural review board thereof shall determine in its sole discretion that any such improvements will not affect surrounding areas located outside the jurisdiction of such property owners or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association may be dispositive.

ARTICLE IX

USE & MAINTENANCE AGREEMENT

In addition to the obligations and restrictions imposed under this Declaration, the Property is subject to the terms and provisions of the Use & Maintenance Agreement recorded in the public records of St. Johns County, Florida. Under the terms of the Use & Maintenance Agreement, the cost of maintenance and repair of portions of the Common Area and Common property is shared between the members of Camachee Island Owners Association, Inc., and Camachee Cove Yacht Harbor, Inc., the owner of certain adjacent property within the Camachee Island planned unit development, their successors and assigns. The cost and expenses incurred in such shared maintenance are part of the assessments charged by the Association to its members pursuant to the provisions of Article IV of this Agreement. In addition to the provisions concerning shared maintenance costs, the Use & Maintenance Agreement also provides for certain architectural review to be performed by an architectural review committee composed of members of the Association and Camachee Cove Yacht Harbor, Inc., its successors and assigns. The right of architectural review and approval provided for in the Use & Maintenance Agreement is in addition to and not in lieu of the right of architectural control as established in Article VIII of this Declaration.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is

recorded. Upon the expiration of said thirty (30) year period, this Declaration may be extended for successive additional periods if one half (1/2) of the total votes of all Members of the Association cast in person or by proxy at a duly held meeting of the Association vote in favor of extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Extension adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the St. Johns County Public Records.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 6. Delegation of Services/Management The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. The procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if approved by fifty-one percent (51%) of the votes of the membership, cast in person or by proxy at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida.

Section 8. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term of provision hereof, including the obligation to pay assessments or liens therefor, shall constitute a defect,

encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan, or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. Johns County, Florida as provided in Article II hereof.

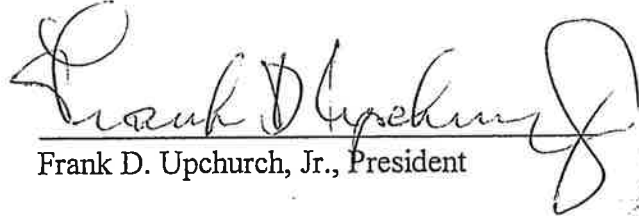
Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

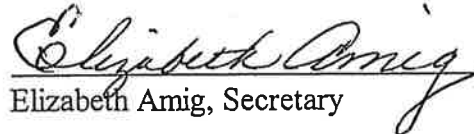
Section 10. Restrictions and Covenants Running with the Land. The agreements, covenants and conditions set forth in this Agreement shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owners, and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 11. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Agreement shall give the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then violating Owner or Owners of the property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Agreement shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

The foregoing Declaration of Covenants for Camachee Island Owners Association, as amended and restated by more than 51% of the membership, were adopted at a meeting of the members held March 18, 1997.

Executed this 18th day of March, 1997 by:


Frank D. Upchurch, Jr., President

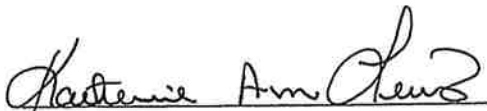

Elizabeth Amig, Secretary



STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Frank D. Upchurch, Jr., as President of Camachee Island Owners Association, Inc., and acknowledged that he executed said Declaration of Covenants and that they are true and correct.

SWORN TO and SUBSCRIBED before me this 3rd day of December, 1997.


Notary Public, State of Florida

