

COVENANTS AND RESTRICTIONS
SANDY OAKS UNIT 1, SANDY OAKS REPLAT
ST. JOHNS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, SUMMERHOMES INCORPORATED, a Florida corporation, is the Owner in fee simple of Lots 1 through 37 inclusive, Block 1, and Lots 1 through 12 inclusive, Block 2, located in Sandy Oaks Unit 1, according to plat thereof as recorded in Map Book 14, pages 98 and 99, of the public records of St. Johns County, Florida, and Lots 38 and 39 located in Sandy Oaks Replat recorded in Map Book 16, pages 21 and 22 of said records; and

WHEREAS, said SUMMERHOMES INCORPORATED ("Developer"), is desirous of placing certain covenants and restrictions to run with the title to said lots of said public records;

NOW, THEREFORE, for and in consideration of the mutual benefits and for other, valuable considerations, Developer, for itself and its successors and assigns, does restrict the use, as hereinafter provided, of all of the above described lots, being hereinafter called "said land" or "lot", and does hereby place upon said land the following covenants and restrictions:

1. SINGLE FAMILY RESIDENCE/GARAGE. All lots shall be known and described as residential lots and all provisions and requirements of the Ponte Vedra Zoning District relating to R-1-C Zoning shall be applicable to each lot. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and an enclosed private garage for not more than two (2) cars.

2. MINIMUM SQUARE FOOTAGE FOR RESIDENCE. The living area of the main structure, exclusive of open porches and garages, shall not be less than 1,000 square feet in the case of a one-story residence, and not less than 700 square feet on the ground floor in the case of a two-story residence.

3. SET BACK FOR ALL STRUCTURES. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, nor nearer

Prepared by Robert W. Brown
Return to: Summerhomes Incorporated
8845 San Jose Blvd.
Jacksonville, Fla. 32217

than seven and one-half (7½) feet to any side lot line nor nearer than twenty-five (25) feet to the rear lot line. All measurements shall be made from the lot line to the wall of the building or structure.

4. FENCES, WALLS, SHRUBBERY. Except for walls and signs maintained by the Association, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

5. STRUCTURES AND IMPROVEMENTS TO BE APPROVED BY ASSOCIATION. No building or other structure (including tennis courts, patios, decks, swimming pools, green houses and the like) shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and site plan showing the location of such building have been approved in writing as to quality or workmanship and material, conformity and harmony of external design with existing structures and as to location of the building with respect to topography and finished grade elevation, by the Sandy Oaks Association described in Section 22 hereof (the "Association"). No exterior lighting of any kind except for lighting originally installed by Developer is permitted without the approval of the Association.

No solid or chain-link fence, pet enclosure or wall shall be erected, placed or altered on any lot without written approval of the Association, and no chain link fence will be permitted in any event unless approved by 2/3 vote of the members of the Association. Chain link fences are permitted with the approval of the Association to enclose necessary utility facilities serving the entire property and to protect property where construction is in progress.

In the event the Association fails to approve or disapprove such design or location within thirty (30) days after said building or fence plans and specifications have been submitted to it in writing, by registered mail, return

receipt requested, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Mailboxes will be supplied by Developer in the first instance. The mailboxes will be maintained in good condition and if necessary replaced by the owner of the lot to which it is assigned. Any replacement of such mailbox shall be of the same design and color as the mailbox originally furnished.

6. NO SHEDS, SHACKS OR TRAILERS. No shed, shack, mobile home, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot.

7. BUILDING PLOT SIZE. No dwelling shall be erected or placed on any lot having an area of less than 7,200 square feet, provided, however, that each lot shown on the plat referred to herein shall be deemed to comply with this provision. The use of two or more fractional lots shall be permitted if the square footage area complies with this provision. In the event of re-platting, all lots shall comply with provisions and requirements of the Ponte Vedra Zoning District relating to R-1-C Zoning and shall not be of a size less than the smallest lot shown on the plot for Sandy Oaks Unit 1 or Sandy Oaks Replat as the case may be.

8. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on in any part of said land, nor shall anything be permitted or done thereon which is or may in the opinion of the Association become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to remain or accumulate on any part of said land. No garage shall be used at any time as a residence. Garage doors shall be kept closed.

9. PETS. Not more than two animals may be kept on a single lot for the pleasure of the occupants but not for any commercial or breeding use or purpose. If, in the opinion of the Association, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or destructive to wild life, they may not thereafter be kept on the lot. Birds and rabbits shall be kept caged at all times but cages shall not be visible from any other lot or street.

10. CLOTHES LINES. No clothes or laundry shall be hung on clothes lines located so as to be visible from any street.

11. EASEMENTS. In addition to easements as shown on the plats, an easement is hereby reserved for the Developer and its assigns (including the Association) along, over, under and above a five (5) foot strip at the rear and along each side of each lot for the installation of drainage, utilities and sewers.

12. BOATS AND DOCKS. No person shall use or allow the use on any lake in the Subdivision of power boats, and no docks or structures shall be erected or permitted thereon or adjacent thereto.

13. AMENDMENTS OR ADDITIONAL RESTRICTIONS. The Developer reserves and shall have the right (a) to amend these Covenants and Restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) amend these Covenants and Restrictions to comply with requirements of the United States Department of Housing and Urban Development, (c) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (d) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, PROVIDED, HOWEVER, any amendments to these covenants and restrictions shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration, if the Association has a Class B Member, and (e) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

14. SIZE OF SIGNS. No sign of any character shall be displayed upon any lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height and design specified by the Homeowners' Association. The

Association may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

15. COMMERCIAL SIGNS. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes and other structures as the Developer may deem advisable for development purposes.

16. WATER & SEWER. Without prior written consent of the Association, no building located on any of the said land shall be connected with any source of water other than the system now established, or its lawful successors, except for use in connection with landscaping, air conditioning, sprinkling and pool purposes, and all sewage shall be disposed of through the sewage disposal system now established or its lawful successor.

17. EASEMENTS. All easements shown on the plats are for drainage, utilities and sewers, unless otherwise limited on such plats. The Developer, for itself, and its successors and assigns, shall have the right, privilege over and under said easements to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities. The owners of the lot subject to the privileges, rights and easements referred to in this paragraph and as shown on said plats, shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under property which is subject to said privileges, rights and easements. In the event that any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former easements, as well as the side line restriction in these covenants and restrictions will be deemed to follow on each side of the new lot thus created. No structure, pavement or other improvements shall be erected on any part of said easement by any builder or owner of any lot and in the event any structure or other improvement is placed on said easement

area, the same shall be removed upon request of the Developer at the cost of the owner of said lot.

18. RESTRICTIVE EFFECTIVE PERIOD. These covenants and restrictions as amended and added to from time to time as provided herein, shall be covenants and restrictions running with the title to said land and shall remain in full force and effect until April 30, 2006, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument shall be recorded by 75% of the then owners of the lots agreeing to change said covenants in whole or in part.

19. PRECEDENCE. Where these covenants and restrictions are more stringent than those imposed by any governmental agency, these covenants and restrictions shall prevail.

20. LEGAL ACTION AND VIOLATION. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, the Developer, any person or persons owning any lot or the Association may upon ten (10) days' written notice to the owner of record (a) prosecute proceedings at law for the recovery of damages against those violating or attempting to violate any such covenants and restrictions, (b) maintain a proceeding in equity against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violation or attempted violations, (c) wherever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Association shall have the right but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to Association, on demand, and until paid shall bear interest at the rate of eighteen percent (18%) per annum, and such entry and abatement, correction or removal shall not be deemed trespass or make the Association liable in anywise for any damages on account thereof. The Association shall have a lien against the property of the offending owner to secure the payment of all sums due to the Association under the Declaration. Such lien shall, however, be subordinated to the lien of any first mortgage encumbering such property.

The remedies contained in this paragraph shall be cumulative of all other remedies now or hereafter provided by law.

The failure of the Association to enforce any covenants or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto.

Lot owners found to be in violation of these restrictions shall be obligated to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon.

All restrictions herein contained are independent of each other. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

21. PARKING. No vehicle shall be parked on any lot or on any street in the subdivision unless the same has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two-hour duration. No boats, recreation vehicles, trucks or the like shall be parked on any lot except in areas completely screened from the street and from all other lots. The Association may establish parking regulations governing parking on the streets in the subdivisions.

22. SUBDIVISION WALL AND ENTRANCE. An easement 10 feet in width along State Road A1A is reserved to Developer and its assigns for the purpose of constructing and maintaining a masonry wall between the Subdivision and State Road A1A and a Subdivision identification sign and landscaping on Lot 39. The wall, sign and landscaping shall be maintained by the Association and no lot owner shall deface, paint, alter, or demolish any part of the wall. The Association shall also maintain the landscaping between the wall and the pavement of State Road A1A.

23. EXTERIOR APPEARANCE. The owner of each lot within the subdivision shall be responsible for the maintenance of the exterior of the property, including the exterior of the dwelling, the walks, drives and landscaping, all of which shall be kept in good order and repair. If any

owner fails to maintain such exterior portions of his lot in a manner compatible with the subdivision generally and in accordance with standards prescribed from time to time by the Association, the Association shall have the right, after notice to the owner of a lot, to enter upon the lot and perform the required maintenance at the expense of such owner, and the Association shall have the rights with respect to such costs as are provided in paragraph 20.

24. SANDY OAKS ASSOCIATION.

(a) Association. Every owner of a lot in Sandy Oaks shall by virtue of such ownership, be a member of the Sandy Oaks Association (the "Association"). Membership shall be appurtenant to and may not be separated from the ownership of any lot.

(b) Purpose of Association. The purpose of the Association is to provide services and activities for members, enforce these restrictions, maintain and repair subdivision signs and landscaping, the wall along State Road A1A, fences and landscaping in the public areas of the subdivision, maintain storm water disposal systems, including pipes, bulkheads, weirs and appurtenant structures not maintained by public authority, provide security for members and their property and provide such other services related to the health, safety, welfare of the members as may be determined by the Association.

(c) Classes of Membership. There shall be two classes of membership in the Association. Class A members shall be the persons owning one or more lots in the subdivision. The Class B member shall be the Developer. Class B membership shall terminate when seventy-five percent (75%) of the lots in the subdivision are owned by persons other than the Developer.

(d) Voting Rights. The Class B member shall be entitled to three (3) votes for each lot owned by it. Each Class A member shall be entitled to one (1) vote for each lot owned by him.

(e) Easements. The Developer hereby grants to the Association, for the benefit of each of its members (a) the right in common with others for ingress and egress over the easements running from the

streets to the lake which are shown on the plat as utility easements; (b) the right to use and enjoy any lake for usual riparian purposes whether or not the lot owned by a member has frontage on the lake. Nothing herein shall, however, permit the use of the upland part of a lot fronting on the lake except that part within the easement granted. The use of the easements provided herein is subject to reasonable rules and regulations which may from time to time be adopted by the Association. The Developer may assign to the Association additional easements reserved to Developer including the easement described in paragraph 22 hereof. The Association shall not own any other real property.

(f) Assessments.

(i) Creation of Lien. All lots are subject to a continuing lien for annual and special assessments voted by the Association, together with interest, late charges and costs of collection (including reasonable attorneys' fees). The lien of any assessment authorized herein is hereby made subordinate to the lien of any first mortgage on such lot made by a generally recognized institutional lender (such as an insurance company, real estate investment trust, bank, savings and loan association, credit union and the like), except assessments and charges levied against such lot which are due on or prior to the date such mortgage is recorded.

(ii) Purposes for Which Assessments may be Made. Assessments may be levied for the purposes set forth in paragraph 22(b) above.

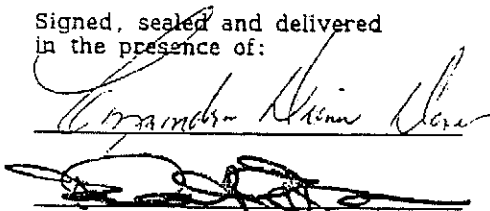
(g) Equality. The amount of assessments payable by each lot shall be determined by dividing the total assessment fixed by the Association by the total number of lots in the subdivision which are subject to assessment. The total assessment for any one-year period shall not exceed \$120.00, as long as there is a Class B member. Thereafter the amount of the assessment will be determined by the Association but shall not be increased by more than five percent (5%) above the maximum assessment for the preceding year without the affirmative vote of two-thirds (2/3) of each class of member entitled to vote.

(h) Nonpayment of Assessment; Remedies. Any annual assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action to foreclose the lien against the delinquent lot.

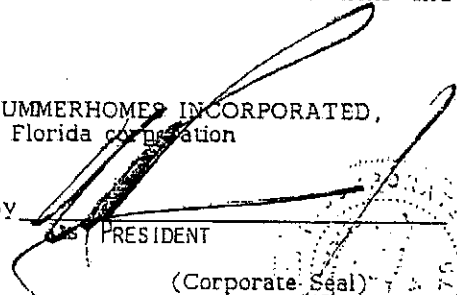
(i) Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association are incorporated herein by reference.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its corporate name by its property officer(s) thereunto duly authorized this 11th day of FEBRUARY, 1985 Stockton, Whatley, Davin & Company and BARNETT BANK OF JACKSONVILLE, N. A., as Mortgagees of the property or portions thereof, have joined in the execution hereof for the purpose of granting their consent to these restrictions and agreeing to recognize the same.

Signed, sealed and delivered
in the presence of:



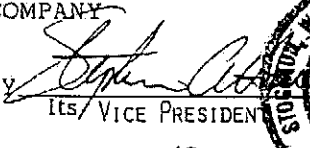
SUMMERHOMES INCORPORATED,
a Florida corporation

By 
PRESIDENT

(Corporate Seal)

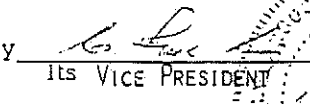
"DEVELOPER"

STOCKTON, WHATLEY, DAVIN &
COMPANY

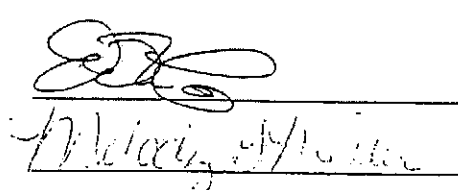
By 
Its VICE PRESIDENT

(Corporate Seal)

BARNETT BANK OF JACKSONVILLE, N. A.

By 
Its VICE PRESIDENT

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, personally appeared C. A. BROWN, JR., the President of SUMMERHOMES INCORPORATED, a corporation under the laws of the State of Florida, to me well known and known to be the individual and officer described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and seal this 11th day of February 1985, at Jacksonville, County and State aforesaid.

Carroll Ann
Notary Public, State of Florida
My Commission expires:

Notary Public, State Of Florida At Large
My Commission Expires Feb. 21, 1988
Bonded by SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, personally appeared STEPHEN G. HALL, the VICE PRESIDENT of STOCKTON, WHATLEY, DAVIN & COMPANY, a corporation under the laws of the State of Florida, to me well known and known to be the individual and officer described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and seal this 7th day of February 1985, at Jacksonville, County and State aforesaid.

James A. Pomeroy
Notary Public, State of Florida
My Commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

My Commission expires
June 7, 1987

BEFORE ME, personally appeared C. FRED KING, the VICE PRESIDENT of BARNETT BANK OF JACKSONVILLE, N. A., a CORPORATION under the laws of the State of Florida, to me well known and known to be the individual and officer described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be his own free act and deed as such officer thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and seal this 11th day of February 1985, at Jacksonville, County and State aforesaid.

FILED AND RECORDED IN
PUBLIC RECORDS OF
STATE OF FLORIDA

1985 FEB 11 PM 12:25

Carroll Ann
CLERK OF COUNTY RECORDS

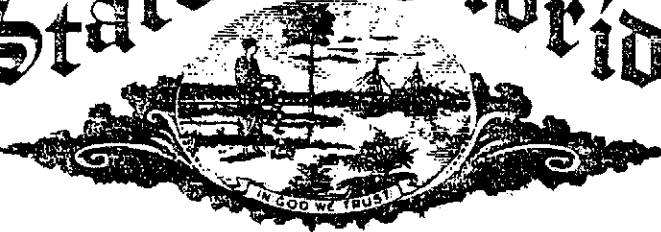
Carroll Ann
Notary Public, State of Florida
My Commission expires:

Notary Public, State of Florida
My Commission expires: July 25, 1988

JST49/L

VERIFIED BY
[Signature]

State of Florida



Department of State

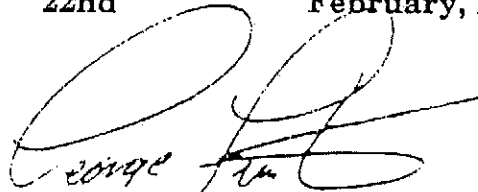
I certify that the attached is a true and correct copy of the Articles of Incorporation of SANDY OAKS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 21, 1985, as shown by the records of this office.

The charter number of this corporation is N07759.



CER-101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22nd day of February, 1985.

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

NO7759

FILED

ARTICLES OF INCORPORATION OF
SANDY OAKS ASSOCIATION, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do certify as follows:

ARTICLE I
NAME

The name of this corporation is Sandy Oaks Association, Inc. The corporation is sometimes referred to herein as the "Association".

ARTICLE II
DEFINITIONS

All terms defined in the Covenants and Restrictions for Sandy Oaks Unit 1 and Sandy Oaks Replat shall have the same meanings when used herein.

ARTICLE III
REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation is: 1600 Atlantic Bank Building, 200 West Forsyth Street, Jacksonville, Florida 32202. The registered agent of the Corporation is James S. Taylor.

ARTICLE IV
OBJECTS, PURPOSES AND POWERS

Section 4.1 This corporation is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or Member.

Section 4.2 The objects and purposes for which this Corporation is organized are as follows:

4.2.1 To establish, maintain, operate and provide all community services of every kind and nature required or desired by the Members including without limitation those services and functions described in the Declaration.

4.2.2 To provide for the enforcement of the Declaration.

4.2.3 To engage in such other activities as may be to the mutual benefit of the Members and the owners of portions of the Subdivision.

4.2.4 To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3 In furtherance of the aforesaid objects, purposes and powers, the Corporation shall have all of the powers of a Corporation Not for Profit, organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1 To make, levy and collect assessments from its Members and to expend the proceeds of such assessments and charges for the benefit of its Members.

4.3.2 To contract with others to provide the services, benefits and advantages desired.

4.3.3 To enforce by legal action suits on behalf of the Corporation.

4.3.4 To make, establish and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.5 To maintain, repair, replace and operate those portions of the property that the Corporation has the duty or right to maintain, repair, replace and operate under these Articles and the Bylaws of the Corporation.

4.3.6 To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.7 To employ personnel to perform the services required or authorized by these Articles and by the Bylaws of the Corporation.

4.3.8 To purchase insurance upon its property for the protection of the Corporation and its Members.

4.3.9 To reconstruct improvements constructed on its property after casualty or other loss.

4.3.10 To make additional improvements to its property.

4.3.11 To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to marinas, lakes and other recreational facilities, whether or not contiguous.

4.3.12 To enforce by legal action the provisions of these Articles, by Bylaws of the Corporation, and the Declaration.

FILED

ARTICLE V
MEMBERS

173 FEB 21 11 5 25

SECRET

Section 5.1 Members. The Members of this Corporation shall consist of all owners of record title to Residential Parcels, but shall not include mortgages or other holders of security interest only. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B Member, regardless of such ownership of real property in the Subdivision shall also be Members of the Corporation until termination of the Class B membership as provided in Section 5.3 hereof.

Section 5.2 Membership in this Corporation cannot be assigned, hypothecated or transferred in any manner except as may be provided in the Bylaws.

Section 5.3 The Corporation shall have two classes of memberships: Class A and Class B.

Class A Members shall be all persons owning one or more Residential Parcels.

Class B Member shall be Summerhomes Incorporated.

The Class B membership shall terminate at such time as (1) the then Class B Member so designates in a writing delivered to the Corporation, or (2) when seventy-five percent (75%) of the Residential Parcels are owned by persons other than the Developer, shall first occur.

Each Residential Parcel shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Parcel, the vote for such Residential Parcel shall be exercised as the owners of all such interest determine among themselves, but in no event shall more than one vote be cast with respect to each Residential Parcel. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Residential Parcel, such vote shall not be recognized and the Residential Parcel shall not be counted for any purpose until such dispute is resolved.

Until the time at which the Class B membership terminates, as provided herein, the Class B Member shall be vested with the sole voting rights in the Corporation, except on such matters as to which the Declaration, these Articles of Incorporation, or the Bylaws of the Corporation specifically require a vote of the Class A Members.

ARTICLE VI
TERM

This corporation shall exist perpetually.

ARTICLE VII
BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than six (6) Directors. The first Board of Directors shall consist of three (3) Members. The Board of Directors shall be elected by the Members of the Corporation entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

C. A. Brown, Jr.	8845 San Jose Boulevard Jacksonville, Florida 32217
Ann B. Ballard	8845 San Jose Boulevard Jacksonville, Florida 32217
Robert W. Brown	8845 San Jose Boulevard Jacksonville, Florida 32217

The Directors of the Corporation shall be elected at the time and in the manner provided for in the Bylaws.

ARTICLE VIII
OFFICERS

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. The officers in the Corporation shall be elected by the Board of Directors of the Corporation in accordance with the provision of the Bylaws of the Corporation. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

C. A. Brown, Jr.	President
Ann B. Ballard	Vice President
Robert W. Brown	Secretary
Gloria E. Bagdonas	Treasurer

FILED

1955 FEB 21 11 5 25

ARTICLE IX
INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X
DISPOSITION OF ASSETS UPON DISSOLUTION

No Member, Director or officer of the Corporation or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Corporation, the assets of the Corporation shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one or more of them or to any one or more nonprofit corporations, associations, trusts or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No disposition of the Corporation's assets shall be effective to divest or diminish any right or title of any Member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

ARTICLE XI
AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the Members of the Corporation entitled to vote.

ARTICLE XII
BY-LAWS

The Corporation shall adopt Bylaws governing the conduct of the affairs of the Corporation. The Bylaws shall be altered, amended, or rescinded as provided in the Bylaws.

FILED

ARTICLE XIII
SUBSCRIBERS

1985 FEB 21 AM 8:25

SECRETARY OF STATE

The name and residence of the subscriber ~~(to these)~~ Articles of
Incorporation is:

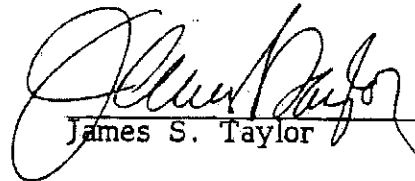
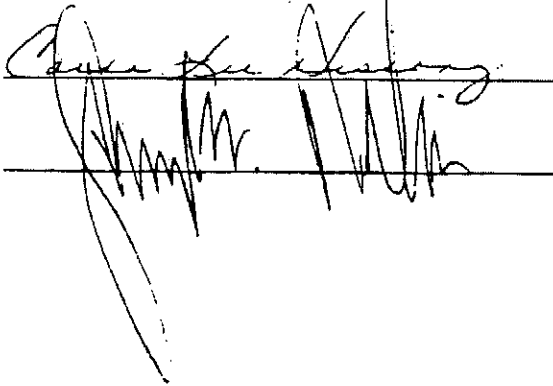
James S. Taylor

1600 Atlantic Bank Building
Jacksonville, Florida 32201

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set
his hand and seal and caused these Articles of Incorporation to be executed
this 19th day of July, 1984.

February, 1985.

Signed, sealed and delivered
in the presence of:



James S. Taylor

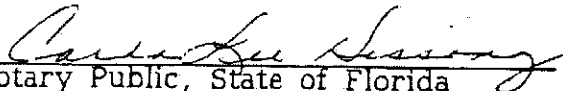
(SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

FILED
FEB 21 1985
NOTARY PUBLIC
CLERK OF COURT

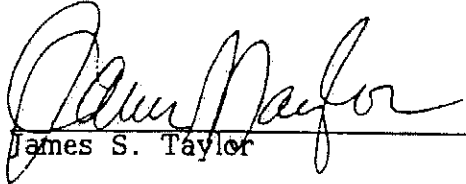
Before me, the undersigned Notary Public, in and for said County and State, personally appeared JAMES S. TAYLOR, who is known to me and who, after first duly sworn, deposes under oath and said that the foregoing Articles of Incorporation were prepared under their direction and that he had knowledge of the facts stated herein, that said facts are true, and that he executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal, this 19th day of ^{February, 1985} ~~July~~, 1984.


Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 22, 1985

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


James S. Taylor
(Registered Agent)

BYLAWS
OF
SANDY OAKS ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT
UNDER THE LAWS OF THE STATE OF FLORIDA

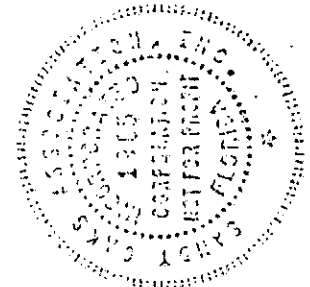
These are the Bylaws of Sandy Oaks Association, Inc. (hereinafter for convenience called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Florida.

ARTICLE I
ASSOCIATION

Section 1.1 Office. The principal place of business of the Association shall be at 8845 San Jose Boulevard, Jacksonville, Florida, or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 1.3 Seal. The corporate seal of Association shall consist of two concentric circles, between the edges of which shall be engraved the words: Sandy Oaks Association, Inc., Florida, Not for Profit, and across the center thereof the words: Corporate Seal, as shown by an imprint of such seal in the margin of these Bylaws. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.



ARTICLE II
DEFINITIONS

All terms defined in the Covenants and Restrictions for Sandy Oaks Unit 1 and Sandy Oaks Replat to be recorded in the public records of St. Johns County, Florida (the "Declaration") shall have the same meanings when used herein.

ARTICLE III
MEMBERSHIP

The Members of the Association shall be those persons described in the Articles of Incorporation.

ARTICLE IV VOTING RIGHTS

Each class of membership shall have the voting rights set forth in Article V of the Articles of Incorporation.

ARTICLE V BOARD OF DIRECTORS

Section 5.1 Selection; Terms of Office. The Board of Directors shall consist of three (3) Members, who shall be elected at the times and in the manner set forth in Section 5.2 and Section 5.3 and in the manner set forth in the Article VI of these Bylaws. After the Class B membership terminates, the Board of Directors may be enlarged to not more than six (6) members by majority vote of the members.

Section 5.2 Designation of Directors by the Class B Member. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be designated by the Class B Member.

Any Director or Directors designated by the Class B Member may be removed at any time, with or without cause, by the Class B Member at any regular or special meeting thereof, and the successor of such removed Director may be designated by the Class B Member.

Section 5.3 Election of Directors by the Class A Members. After the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall be elected in the following manner:

5.3.1 The incumbent Board of Directors designated by the Class B Member shall hold office until the election of their successors by the Class A Members at the first meeting of the Class A Members which shall be held for this purpose within sixty days after the termination of the Class B membership.

5.3.2 At the first meeting of the Class A Members Directors shall be elected in the manner set forth in Article VI of these Bylaws.

Section 5.4 Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed director to hold office until his successor is elected by the Class A Members or the Class B Member, as the case may be, who were entitled to elect the Director, at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI ELECTION PROCEDURE

Section 6.1 Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be written ballot as hereinafter provided. Each Member shall have the right to cumulate his votes and to give one candidate the number of votes equal to the number of Directors to be elected, or may distribute such votes on the same principle among any number of such candidates. The persons receiving the largest number of votes shall be elected.

Section 6.2 Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the Class A Members shall be made by the Nominations Committee. The Nominations Committee shall be appointed each year by the President at least sixty (60) days before the date on which the election for the Members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed and mailed to each Member at least fourteen (14) days before the date of such election.

In addition, nominations for the Board of Directors may be made by petition signed by more than ten (10) Members of the Association, provided that such petitions are filed with the Secretary of the Association at least thirty (30) days before the date of the meeting at which the Directors are to be elected.

Section 6.3 Ballots. All elections to the Board of Directors shall be made on a written ballot which shall: (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by petition timely filed with the Secretary of the Association. Such ballots shall be prepared and mailed by the Secretary of the Association to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the date for the annual meeting or special meeting called for election).

Section 6.4 Voting Procedures. The Member designated by the Owners of a Residential Parcel to cast the vote for the Parcel shall receive the ballot for such Parcel. Each Member shall indicate next to the name of each nominee on the ballot the number of votes he casts for the election of such nominee to the Board of Directors. All ballots shall be signed by the Member casting it and returned to the Secretary of the Association or delivered to the Secretary at the Annual Meeting. On the date of the annual meeting ballots shall be turned over to an Elections Committee which shall consist of three (3) Members appointed by the President. The Elections Committee shall then adopt a procedure which shall:

6.4.1 Establish that the number of ballots turned in by each Member correspond with the number of Residential Parcels owned by such Member or his proxy identified on the ballot.

6.4.2 Establish that the signature of the Member or his proxy on the ballot is genuine; and

6.4.3 If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article XII of these Bylaws and that such proxy is valid.

Said procedure by the Elections Committee shall be taken in such a manner that the vote of any Member or his proxy shall not be disclosed to anyone, including the Elections Committee.

If any ballot is found to contain more than the number of votes which the Member signing such ballot is entitled to cast, all votes on such ballot shall be disqualified and shall not be counted and the Residential Parcel by which such ballot was cast shall not be counted for any purpose. The result of the election shall be announced as soon as possible but in all counts before the next meeting of the Members. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the Members casting ballots in the election within ten (10) days after the announcement the ballots shall be destroyed and the results shall thereupon be final.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2 Director Absences. In the event that any Member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these Bylaws shall become operative.

7.3 Duties. It shall be the duty of the Board of Directors:

7.3.1 To keep a complete record of all its acts and corporate affairs and to make reports thereon to the Members at the annual meeting of the Members.

7.3.2 To supervise all officers, agents and employees of the Association.

7.3.3 To fix the amount of the annual assessment against each Residential Parcel owned by a Member at least thirty (30) days in advance of the date of any payment of such assessment is due.

7.3.4 To prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member thereof, and, to send written notice of each assessment to every Member subject thereto.

7.3.5 To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a Residential Parcel have been paid and if not identifying the amount of any unpaid assessment and the period to which such unpaid assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any assessment therein stated to have been paid.

7.3.6 To obtain and maintain a liability insurance policy for the protection of the Association covering any Common Areas and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7 To approve or disapprove plans for construction of improvements on Residential Parcels, including the proposed location thereof, construction materials, and outward appearance, whether initial construction or changes and additions to an existing improvement and to establish uniform procedures for applying for approval of such plans.

ARTICLE VIII DIRECTORS MEETINGS

Section 8.1 Time and Place. Meetings of the Board of Directors may be held at any place within the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2 Notice. No notice of regular meetings of the Board of Directors is required. If the day for a regular meeting shall fall on a holiday, the meeting shall be held at the same hour on the first business day following which is not a holiday.

Section 8.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4 Waivers, Consents and Approvals. The transaction of any business of any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the

minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5 Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

ARTICLE IX OFFICERS

Section 9.1 Officers. The officers shall be a President, a Vice President, a Secretary and a Treasurer. The President and the Vice President shall be Members of the Board of Directors.

Section 9.2 Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3 Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4 President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

Section 9.5 Vice President. The Vice President shall perform all the duties of the President in his absence.

Section 9.6 Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 9.7 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board.

Section 9.8 Bookkeeping. The Treasurer shall keep proper books of account and cause an annual audit of the Association's books to be made by

an audit committee of the Association at the completion of each fiscal year. He shall prepare the annual budgets and annual financial statements and the budget and financial statements shall be presented to the membership at its regular annual meeting.

ARTICLE X COMMITTEES

Section 10.1 Standing Committees. Each standing committee shall consist of a Chairman, and two (2) or more Members and shall include a Member of the Board of Directors. The standing committees shall be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2 Executive Committee. The Board of Directors shall have the power to appoint an executive committee from among its membership and may delegate to any such executive committee any of its powers, duties and functions.

Section 10.3 Review of Complaints. It shall be the duty of each committee to receive complaints from Members of any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI MEETINGS OF MEMBERS

Section 11.1 Annual Meeting. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the regular annual meeting of the Class B Member shall be on the anniversary date of the date of incorporation of the Association, or within two (2) weeks thereafter, at a time and place to be agreed upon by the Class B Member.

Until the time at which the Class B membership terminates, there shall be no annual or regular meeting of the Class A membership.

The first annual meeting of the Class A membership shall be held after the termination of the Class B membership. Thereafter, the regular annual meeting of the Members shall be held on the first Monday in March of each year (beginning the year in which said meeting date is more than twelve months following the initial meeting), provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following business day. The place of the annual meeting shall be determined by the Board of Directors.

Section 11.2 Special Meetings. Special meetings of Members may be called at any time by the President, the Vice President, the Secretary or the

Treasurer. In addition, special meetings of Class A Members must be called upon the written request of the Members who have a right to vote one-fourth (1/4) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3 Notice. Notice of meetings of Class A Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any regular or special meeting shall be mailed at least six (6) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article VI, notice of such meeting shall be given or sent as therein provided.

Section 11.4 Quorum. The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of the class of membership so meeting shall constitute a quorum for any actions governed by these Bylaws unless it is provided otherwise in the Declaration, or the Articles of Incorporation, or elsewhere in these Bylaws.

ARTICLE XII PROXIES

Section 12.1 Form of Vote. At all meetings of Members, each Member entitled to vote may vote in person or by proxy.

Section 12.2 Proxies. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of twelve (12) months and every proxy shall automatically cease if the persons granting the proxy ceases to be a Member. No one person may hold more than five (5) proxies.

ARTICLE XIII INSPECTION OF BOOKS AND PAPERS

Section 13.1 The bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

ARTICLE XIV PARLIAMENTARY RULE

Section 14.1 Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Declaration or the Articles of Incorporation.

ARTICLE XV
AMENDMENTS

Section 15.1 Until the time at which the Class B membership terminates and the Class A membership is entitled to full voting privileges, as provided for in Article V of the Articles of Incorporation, these Bylaws may be amended upon a majority vote of the Board of Directors. After such time as the Class A Members shall be entitled to full voting privileges, these Bylaws may be amended by a two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XVI
CONFLICTS

Section 16.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

2596
1
2

Public Records of
St. Johns County, FL
Clerk# 03-059967
O.R. 2025 PG 1807
03:02PM 08/19/2003
REC \$9.00 SUR \$1.50

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Adam K. Feldman, Esq.
Patterson, Bond and Latshaw, P.A.
→ 3010 South Third Street
Jacksonville Beach, Florida 32250
(904) 247-1770

**FIRST AMENDMENT TO
COVENANTS AND RESTRICTIONS
SANDY OAKS UNIT 1, SANDY OAKS REPLAT
ST. JOHNS COUNTY, FLORIDA**

THIS FIRST AMENDMENT is executed this 18th day of August, 2003, by **SANDY OAKS ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

RECITALS:

WHEREAS, on February 11, 1985, Summerhomes Incorporated, a Florida corporation, ("Developer") executed a certain instrument entitled "Covenants and Restrictions Sandy Oaks Unit 1, Sandy Oaks Replat St. Johns County, Florida," recorded in Official Records Book 666, beginning at page 1133, of the public records of St. Johns County, Florida (the "Declaration"). Those properties which are subject to the Declaration are defined therein and are referred to herein as the "Property"; and

WHEREAS, upon turnover of developer control of the association, the Association became successor-in-interest to the Developer; and

WHEREAS, pursuant to the provisions of Section 18 of the Declaration, the Declaration may be changed in whole or in part by the agreement of 75% of the then owners of the Property; and

WHEREAS, the Association has obtained the written approval of at least 75% of the then owners of the Property.

082025P61808

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Section 13 is hereby amended, restated and replaced in its entirety as follows:

"13. AMENDMENTS OR ADDITIONAL RESTRICTIONS. The provisions of this Declaration may be amended in whole or in part by the affirmative vote of at least sixty percent (60%) of the owners in person or by proxy at a duly called meeting."

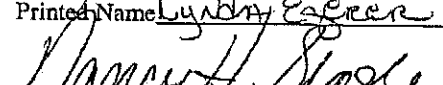
2. Section 18 is hereby amended, restated and replaced in its entirety as follows

"18. RESTRICTION EFFECTIVE PERIOD. These covenants and restrictions, as amended from time to time as provided herein, shall be covenants and restrictions running with title to said land and shall remain in full force and effect until April 30, 2006, at which time said covenants and restrictions be automatically extended for successive periods of ten years, unless an instrument shall be recorded by 75% of the then owners of the lots agreeing to terminate said covenants and restrictions."

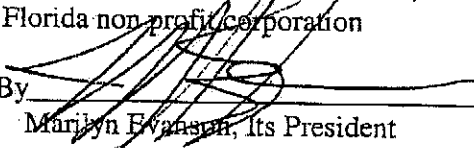
3. Except as modified in this instrument, all terms and conditions of the Declaration, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written, by its authorized officer.

Signed, sealed and delivered
in the presence of:


Printed Name Lynda Egner

Printed Name Nancy H. Slagle

SANDY OAKS ASSOCIATION, INC., a
Florida non profit corporation

By 
Marilyn Evanson, Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of August, 2003, by Marilyn Evanson, as the President of Sandy Oaks Association, Inc., a Florida non profit corporation, on behalf of the corporation. She is personally known to me or has produced FL drivers license as identification.


NOTARY PUBLIC

AKF4017

