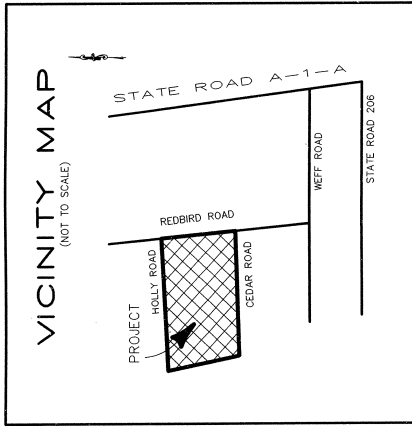


# GRAND OAKS ESTATES

A REPLAT OF LOT 7, WETWOODS SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



**CAPTION**  
A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:  
LOT 7, WETWOODS SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.  
THE AFORESAID PARCEL CONTAINS 4.4 ACRES MORE OR LESS.

**GENERAL NOTES**

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the land surveyed and shown in the foregoing plat, that said survey was made under the authority of the State of Florida, and is a true and correct representation of the lands surveyed, that the survey was made under his authority and in accordance with all the requirements of Chapter 177, Florida Statutes, that permanent reference monuments have been placed in accordance with Section 177.091 (7), and permanent control points will be set in accordance with section 177.091 (6).

Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place, wherever the jurisdictional authority of the State of Florida, or the jurisdiction of St. Johns County and the regulatory agencies with jurisdiction over such wetland, it is the responsibility of the lot owner, his agent and the entity performing any activity within the wetland area to acquire the necessary written approvals prior to the beginning of any work. This jurisdictional authority shall be exercised and retained from time to time by the appropriate government agencies.

There exists a non-exclusive 10-foot utility easement along the front of all lots.  
Basis of bearing is the west right-of-way line of Redbird Road whose assumed bearing bears N 171°17'00" W.

**CERTIFICATE OF APPROVAL AND ACCEPTANCE**

This is to certify that on this 14<sup>th</sup> day of December, 1999, the foregoing plat was approved and accepted by the Board of County Commissioners of St. Johns County, Florida, and that approval shall not be deemed as requiring for construction or maintenance by St. Johns County of any part of said subdivision.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA.

BY: Samuel Cooper  
Chairman, St. Johns County Board of County Commissioners

**CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING DEPARTMENT**

This is to certify that this plat has been examined and approved by the County Planning and Zoning Department for St. Johns County, Florida on this 17<sup>th</sup> day of December, 1999.

BY: [Signature]  
St. Johns County Planning and Zoning Official

**CERTIFICATE OF COUNTY ATTORNEY**

This is to certify that this plat has been examined and approved by the Office of the County Attorney for St. Johns County, Florida on this 15<sup>th</sup> day of December, 1999.

BY: [Signature]  
Office of the St. Johns County Attorney

**CERTIFICATE OF CLERK**

This is to certify that this plat has been examined and approved, and that it complies in form with the requirements of Chapter 177, Florida Statutes, and is recorded in Map Book 38, Pages 8-11 of the Public Records of St. Johns County, Florida on this 8<sup>th</sup> day of December, 1999.

BY: [Signature]  
Clerk of the Circuit Court

**SURVEYOR'S CERTIFICATE**

I, the undersigned, being duly licensed and registered by the State of Florida, as a Professional Land Surveyor, do hereby certify that the survey of lands as shown in the foregoing plat, that said survey was made under my authority and in accordance with all the requirements of Chapter 177, Florida Statutes, that permanent reference monuments have been placed in accordance with Section 177.091 (7), and permanent control points will be set in accordance with section 177.091 (6).

Signed and sealed this 11<sup>th</sup> day of November, 1999.

[Signature]  
Michael A. Piresco P.L.S.  
Professional Land Surveyor No. 4793  
1435 Highway 17 North  
St. Augustine, FL 32086

**ADOPTION AND DEDICATION**

I, the undersigned, being duly licensed and registered by the State of Florida, as a Professional Land Surveyor, do hereby certify that the foregoing plat was adopted by the Board of County Commissioners of St. Johns County, Florida, and that approval shall not be deemed as requiring for construction or maintenance by St. Johns County of any part of said subdivision.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA.

BY: [Signature]  
Chairman, St. Johns County Board of County Commissioners

**CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING DEPARTMENT**

This is to certify that this plat has been examined and approved by the County Planning and Zoning Department for St. Johns County, Florida on this 17<sup>th</sup> day of December, 1999.

BY: [Signature]  
St. Johns County Planning and Zoning Official

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[Signature]  
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Professional Land Surveyor No. 4793  
1435 Highway 17 North  
St. Augustine, FL 32086



**PREPARED BY:**

MICHAEL A. PIRESCO P.L.S.  
3433 US-1 SOUTH  
ST. AUGUSTINE, FLORIDA 32086  
(904) 797-9867  
PROFESSIONAL LAND SURVEYOR #4793

**CERTIFICATE OF DEVELOPMENT REVIEW PROGRAM**

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177 by the Development Review Program for St. Johns County, Florida, on this 20<sup>th</sup> day of December, 1999.

BY: [Signature]  
Leonard E. Sowell, Development Review Specialist II  
Professional Land Surveyor, No. 4954

The foregoing adoption and dedication was acknowledged before me, the undersigned, a Notary Public in and for the State of Florida, on this 14<sup>th</sup> day of December, 1999, at [Address], and the person whose name is so designated in the foregoing plat is personally known to me, or I have procured driver's license identification.

**STATE OF FLORIDA**

COUNTY OF St. Johns

**Notary Public**

State of Florida

My commission expires



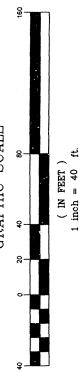
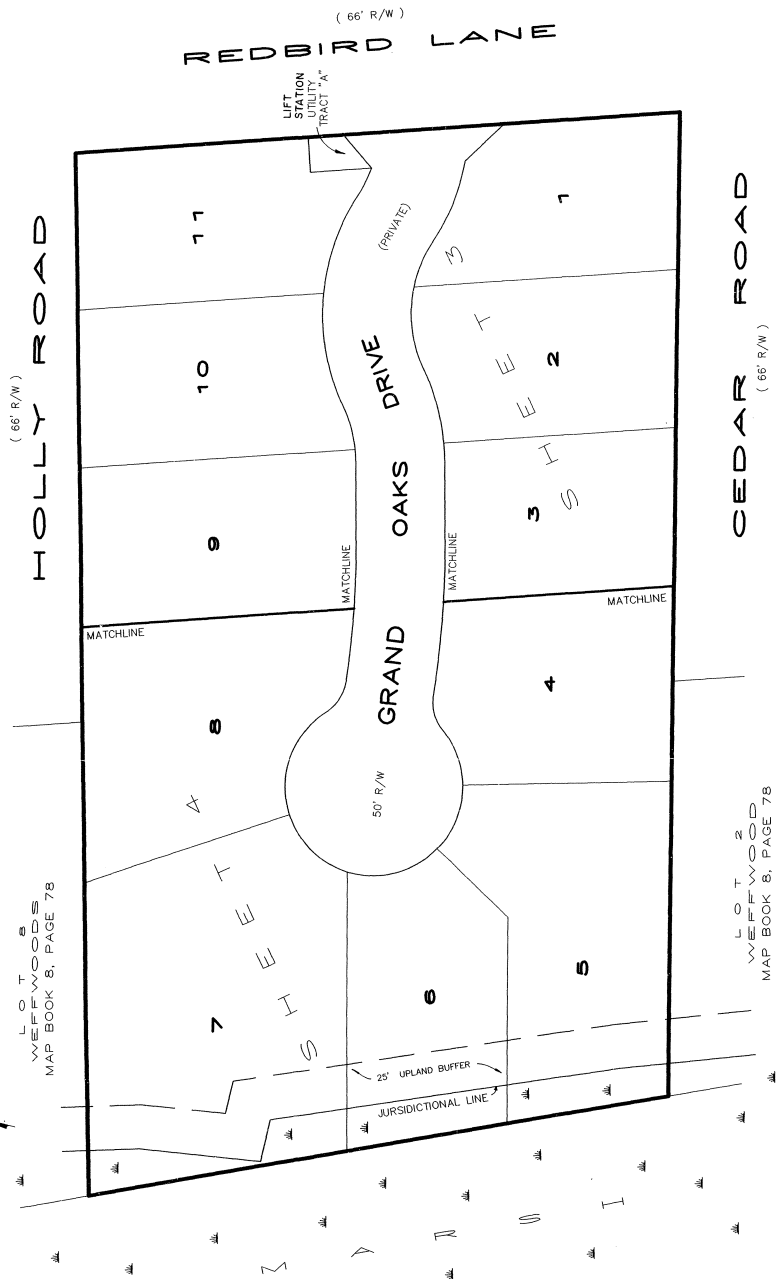
[Signature]

[Signatures]  
Donna M. Kelley  
Witness  
Amy Manning  
Witness  
Rory M. Bond  
Witness

# GRAND OAKS ESTATES

A REPLAT OF LOT 7, WEFWOODS SUBDIVISION AS RECORDED IN MAP BOOK 8,  
PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

## KEY MAP

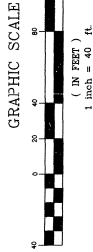


PREPARED BY:  
 MICHAEL A. PIESCO P.L.S.  
 3433 US-1 SOUTH  
 ST. AUGUSTINE, FLORIDA 32086  
 (352) 797-8867  
 PROFESSIONAL LAND SURVEYOR #793

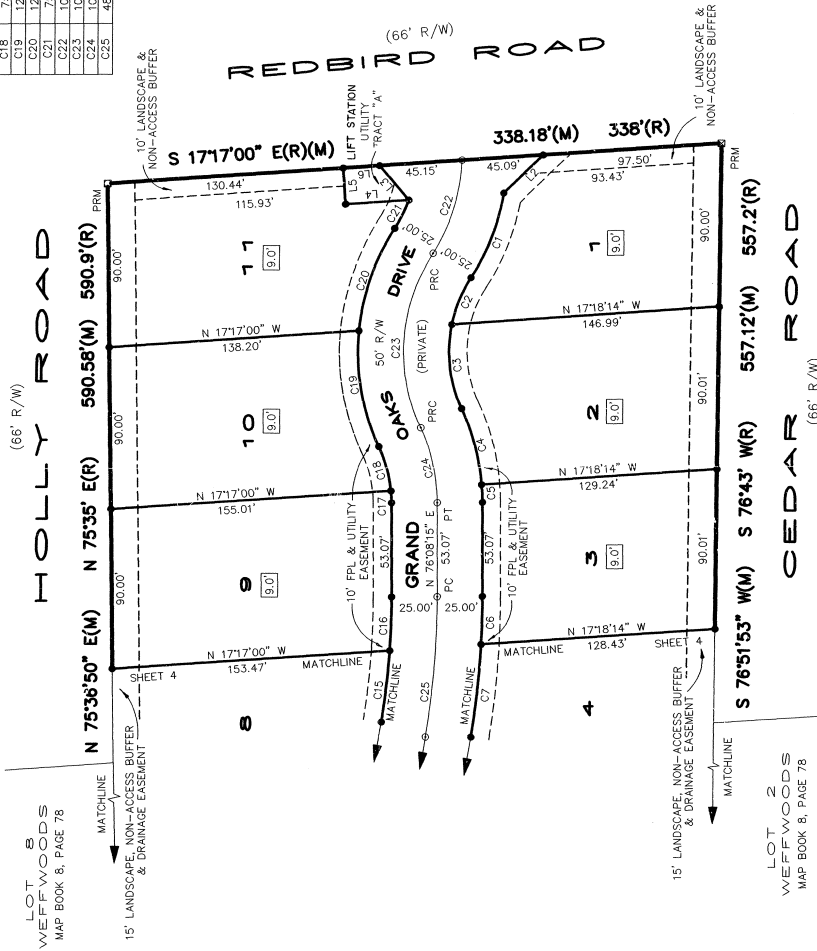
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# GRAND OAKS ESTATES

A REPLAT OF LOT 7, WEFWOODS SUBDIVISION AS RECORDED IN MAP BOOK 8,  
PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



LOT 8  
WEFWOODS  
MAP BOOK 8, PAGE 78



**CURVE TABLE**

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING & DISTANCE
C1	125.00'	2250.07"	48.82'	29.24'	S 82°22'38" E 49.48'
C2	75.00'	2126.49"	28.07'	14.20'	N 81°40'59" E 27.91'
C3	125.00'	3615.97"	47.47'	24.56'	S 69°27'37" W 46.68'
C4	125.00'	2016.31"	44.23'	22.35'	N 61°27'54" E 44.00'
C5	125.00'	0432.05"	9.89'	4.95'	N 73°52'13" E 9.89'
C6	505.00'	0339.53"	27.01'	13.51'	N 77°40'12" E 27.01'
C7	505.00'	0339.11"	27.01'	13.51'	N 82°11'44" E 27.01'
C8	445.00'	0344.09"	30.13'	15.07'	N 86°02'49" E 30.13'
C9	75.00'	0508.04"	6.72'	3.36'	N 73°34'13" E 6.72'
C10	75.00'	1940.32"	25.76'	13.01'	N 61°09'55" E 25.63'
C11	125.00'	3013.09"	65.93'	33.75'	S 66°26'13" W 65.17'
C12	125.00'	2728.38"	59.98'	30.58'	N 84°42'24" W 59.41'
C13	75.00'	1314.50"	17.34'	8.71'	S 77°35'00" E 17.33'
C14	100.00'	3055.54"	53.99'	27.67'	S 86°25'32" E 53.33'
C15	100.00'	5742.47"	100.73'	55.10'	S 80°11'02" W 96.52'
C16	100.00'	2748.36"	43.30'	22.00'	N 63°43'57" E 42.96'
C17	480.00'	0930.07"	75.60'	39.89'	N 60°53'18" E 79.51'

**LINE TABLE**

LINE	DIRECTION	LENGTH
L1	S 57°50'00" E	30.30'
L2	N 36°38'23" E	24.78'
L3	N 17°17'00" W	34.59'
L4	S 72°43'00" W	20.00'
L5	N 17°17'00" W	20.00'

**LEGEND**

- FPL = FLORIDA POWER AND LIGHT COMPANY
- UT = UTILITY
- R/W = RIGHT-OF-WAY
- REF = REFERENCE MONUMENT
- (R) = RECORD MEASUREMENT
- (M) = FIELD MEASUREMENT
- PRC = POINT OF REVERSE CURVATURE
- PTC = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- [9.0] = PROPOSED MINIMUM FINISHED FLOOR ELEVATIONS AS PROVIDED BY LOGAN ENGINEERING CO. - CHANGE FROM TIME TO TIME AT THE DISCRETION OF APPROPRIATE COUNTY OFFICIALS.
- = FOUND 1/2" IRON PIPE (NO IDENTIFICATION) - SET 1/4" CONCRETE MONUMENT - #4793
- ⊗ = (NO IDENTIFICATION)
- ⊙ = SET 5/8" IRON ROD - #4793

PREPARED BY:

MICHAEL A. PIESCO P.L.S.  
3433 US-1 SOUTH  
ST. AUGUSTINE, FLORIDA 32086  
(904) 797-9867  
PROFESSIONAL LAND SURVEYOR #4793

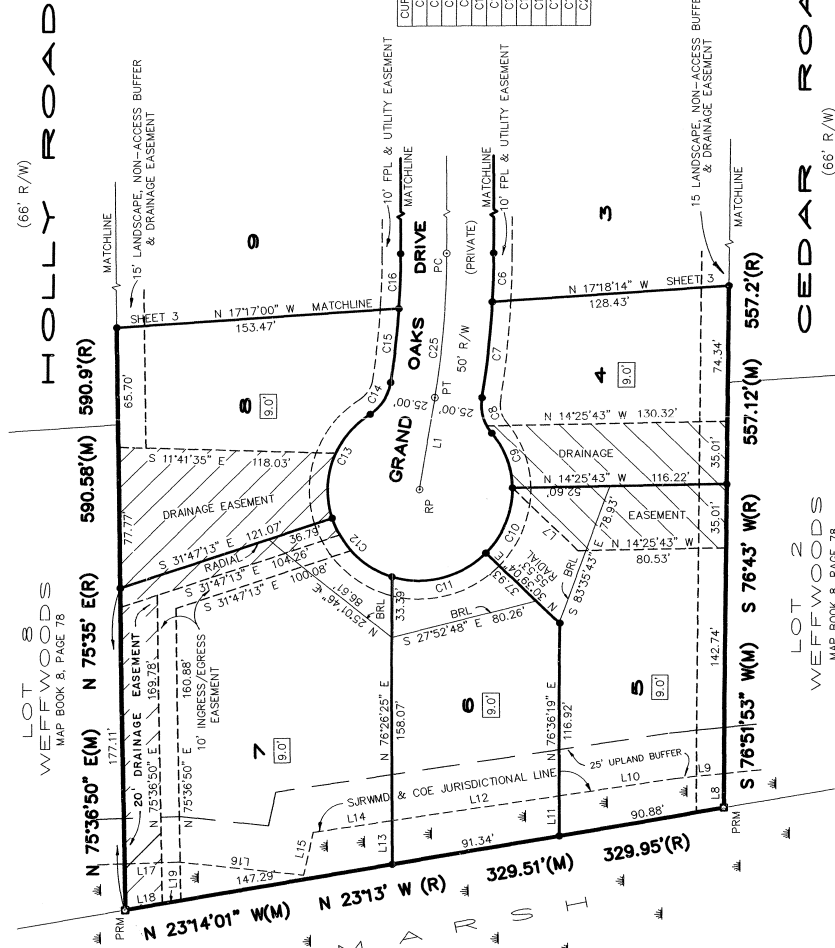
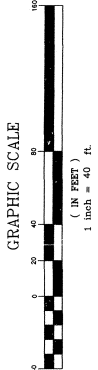
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# GRAND OAKS ESTATES

A REPLAT OF LOT 7, WEFWOODS SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 78 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PREPARED BY:

MICHAEL A. PIESCO P.L.S.  
3433 US-1 SOUTH  
ST. AUGUSTINE, FLORIDA 32086  
(904) 787-9967  
PROFESSIONAL LAND SURVEYOR #4793



### LEGEND

- FPL = FLORIDA POWER AND LIGHT COMPANY
- SURVWD = SURVEYOR'S WORKING DISTRICT
- RP = BUILDING RESTRICTION LINE
- RP = RADIUS POINT
- COE = CORPS OF ENGINEERS
- PRM = PERMANENT REFERENCE MONUMENT
- PRM = RECORD MEASUREMENT
- (R) = FIELD MEASUREMENT
- (M) = POINT OF REVERSE CURVATURE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- (S) = PROPOSED MINIMUM FINISHED FLOOR ELEVATIONS AS PROVIDED BY LOGAN ENGINEERING CO., - PROJECT ENGINEERS, AND ARE SUBJECT TO THE DISCRETION OF APPROPRIATE COUNTY OFFICIALS.
- = FOUND 1/2" IRON PIPE (NO IDENTIFICATION) - SET 4" X 4" CONCRETE MONUMENT - #4793
- ⊗ = FOUND 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) - SET MAIN & OS - #4793
- ⊙ = SET MAIN & OS - #4793
- ⊙ = SET 5/8" IRON ROD - #4793

### CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD BEARING & DISTANCE
C6	505.00'	0.303253°	27.01'	13.51'	N 77°40'12" E 27.01'
C7	505.00'	05°58'11"	52.76'	26.41'	N 82°11'44" E 52.74'
C8	25.00'	47°45'21"	20.84'	11.07'	S 61°18'39" W 20.24'
C9	50.00'	36°08'18"	33.28'	17.26'	N 56°30'08" E 32.67'
C10	50.00'	45°04'47"	39.34'	20.75'	S 31°52'20" E 38.33'
C11	50.00'	62°56'16"	54.92'	30.60'	S 27°52'48" E 52.20'
C12	50.00'	54°37'27"	47.67'	25.82'	S 39°54'03" W 45.88'
C13	50.00'	78°35'44"	65.97'	38.78'	N 83°39'21" W 51.29'
C14	50.00'	78°35'44"	65.97'	38.78'	S 73°07'21" E 40.62'
C15	455.00'	05°07'54"	40.35'	20.60'	S 83°35'43" E 40.35'
C16	455.00'	03°48'09"	30.33'	15.17'	N 78°23'48" E 30.33'
C25	480.00'	09°30'07"	79.60'	39.89'	N 80°53'18" E 79.81'

### LINE TABLE

LINE	DIRECTION	LENGTH
L1	N 85°38'22" E	51.75'
L7	N 30°38'04" E	48.43'
L8	S 76°51'53" W	18.74'
L9	S 19°10'47" E	27.39'
L10	S 21°59'08" E	63.08'
L11	N 76°36'19" E	22.08'
L12	S 21°59'08" E	91.09'
L13	N 76°26'25" E	24.08'
L14	S 21°59'08" E	43.49'
L15	N 89°11'44" E	24.18'
L16	S 07°17'42" E	68.31'
L18	S 15°14'53" E	29.31'
L19	S 23°14'01" E	10.12'

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THIS INSTRUMENT PREPARED BY:  
DAVID M. ANDREWS  
100 South Park Blvd., Suite 101  
P.O. Box 5358  
St. Augustine, FL 32085  
(904) 826-1987

Public Records of  
St. Johns County, FL  
Clerk# 00-015215  
O.R. 1487 PG 1924  
11:32AM 04/12/2000  
REC \$65.00 SUR \$8.50

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
GRAND OAKS ESTATES SUBDIVISION**

DONNA M. KELLEY, called declarant, is the owner in fee simple of certain real property located in St. Johns County, Florida and known by official plat designation as GRAND OAKS ESTATES, pursuant to a plat recorded on Dec 27<sup>th</sup>, 1988 in the Public Records of Maps of St. Johns County, Florida in Map Book 38, page 58.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to GRAND OAKS HOMEOWNERS ASSOCIATION, its successors and assigns.

SECTION 2. "Common area" shall mean all real property, and all personal property including the dock, owned by the association for the common use and enjoyment of the owners.

SECTION 3. "Declarant" shall mean DONNA M. KELLEY, her heirs, successors, and assigns.

SECTION 4. "Lot" shall mean any numbered plot of land shown on the recorded subdivision map referred to above with the exception of the common area described on said Plat as "Tract A" and the roadway defined as Grand Oaks Drive.

SECTION 5. "Maintenance" shall mean the exercise of reasonable care to keep the "Tract A", dock, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

In addition, the association shall be responsible for the surface or stormwater management system as is more particularly described in Article XII herein.

SECTION 6. "Member" shall mean every person or entity who holds membership in the association. Only the owners of residential lots shall be deemed members.

SECTION 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

SECTION 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

SECTION 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 10. "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the association as herein provided.

ARTICLE II  
ARCHITECTURAL CONTROL

No building, fence, wall, driveway, patio, patio enclosure, swimming pool, doghouse, treehouse, television antenna, radio antenna, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plan and specifications, a site grading plan and a plot plan

showing the location of the structure or improvement have been approved in writing by the Architectural Control Committee (ACC).

The ACC shall consider such plans and specifications with regard to type, quality and use of exterior material, exterior design, location of improvements on the building plot, proposed finished grades, and impact on the stormwater management system.

The ACC shall consist initially of three(3) persons, one of whom initially shall be the declarant; one of whom initially shall be a registered architect or licensed residential contractor; one of whom initially shall be an owner in the subdivision other than employees or representatives of the developer.

On the resignation or termination for any reason of one of the Committee members, the remaining members of the Committee shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise the Committees authority.

The approval or disapproval of the Committees as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committees members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Committees will approve for the subject property. Failure of the Committee to give either written approval or written disapproval of a submitted plan within thirty(30) days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of these restrictions in regard to the submitted plan.

All structures costing more than Five Thousand Dollars (\$5,000.00) shall be designed by a licensed architect unless waived by the Committee in writing, and such structures shall be completed according to the plans and specifications approved by the Committee.

ARTICLE III  
MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

SECTION 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

SECTION 2. The association shall have one class of voting members. All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by owner.

ARTICLE IV  
ASSESSMENTS

SECTION 1. Lien and personal obligation of assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements or reserves. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas situated within the subdivision. Annual assessments shall include, and the association shall acquire



and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the entranceway, the landscaping associated with the entranceway, the irrigation system, the roads, the easements to the dock, the water retention areas, and the dock.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.

(c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Fire insurance covering the full insurable replacement value of any of the common area with extended coverage.

(e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

(f) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.

(g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

SECTION 3. Maximum annual assessment.

(a) Until January 1st of the year 2000, the maximum annual assessment shall be Four Hundred and Eighty Dollars (\$480.00) per lot.

(b) From and after January 1st of the year 2000, the maximum annual assessment may be increased each year by not more than Fifteen percent (15%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1st of the year 2000, the maximum annual assessment may be increased by any amount if approved by three-quarters (3/4) of the owners.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the members.

SECTION 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of such meeting. In the event the proposed action is not approved by the requisite number of members, members who were not present in person or by proxy may give their assent in writing within 15 days after the date of such meeting.

SECTION 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. This provision does not apply to special assessments relating to boat slips.

SECTION 7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all

lots on the date the lot is deeded by the declarant to any other owner. The assessment shall be levied according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid.

SECTION 8. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within 15 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

SECTION 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
PROPERTY RIGHTS

SECTION 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common areas and easements, which right shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to charge reasonable fees for the use of any recreational facility situated within the common area;

(b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against the lot remain unpaid.

(c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds(2/3) of the members agreeing to such dedication or transfer has been duly recorded.

SECTION 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

SECTION 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an owner.

SECTION 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained

by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There shall exist appurtenant easements of access to all private streets within the subdivision to the County of St. Johns for the use of county personnel and equipment on county business.

SECTION 5. Right of Entry. The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

SECTION 6. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

SECTION 7. The association may, notwithstanding that it does not qualify as an owner, hold title to one or more boat slips for the benefit of the association or its members.

ARTICLE VI  
BOAT SLIP ASSIGNMENTS AND ASSESSMENTS

SECTION 1. Notwithstanding anything on the plat or in this declaration to the contrary the association has reserved unto itself the right to assign, convey, or grant to individual lot owners the use of a boat slip on the dock serving the association. The transfer by the declarant, and the acceptance of the transfer

by the recipient, shall assure that the boat slips may only be used by an owner of a lot in GRAND OAKS ESTATES and the association shall have all the power, right and authority to enforce such restriction as may be necessary.

SECTION 2. The boat slips may only be owned or possessed by lot owners for their personal pleasure craft and may not be rented, leased or used for any income or commercial purpose.

SECTION 3. In addition to the annual and special assessments attenuate to each residential lot, those lot owners who are the possessors of a boat slip shall be assessed an additional assessment as shall be determined by the Board of Directors. The purpose of the additional assessment is to assure that the use of the dock by boat slip owners shall not detract from, nor burden non-boat slip owners from the added maintenance, cost or repairs associated with the use of the boat slips. All costs, utilities, insurance premiums, repairs and regular maintenance attributable to the use of the the dock by boat owners shall be assessed to the boat owners.

SECTION 4. The assessments attributable to the boat slips shall be collected on a periodic basis as the Board may determine.

SECTION 5. Failure to pay the boat slip assessments shall subject the owner to a lien on his residential lot and the association may enforce the same as the same manner as provided in Article IV, SECTION 8.

SECTION 6. The cost associated with any damage, repairs or improvements required to be made to the dock facilities as a result of one or more of the boat owners use, misuse, or negligent use of the dock facilities may be specially assessed against the boat owners in the same manner as is provided in Article IV herein.

ARTICLE VII  
USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

SECTION 1. Each lot shall be used as a residence for a single family and for no other purpose.

SECTION 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the

transferees of declarant in developing all of the lots as provided in Section 11.

SECTION 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

SECTION 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five(5) square feet in size advertising a property for sale or rent.

SECTION 5. Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on the owner's lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

SECTION 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial or income producing purposes.

SECTION 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

SECTION 8. No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

SECTION 9. No outbuilding, basement, recreational vehicle, tent, shack, garage, trailer, shed, or temporary building of any

kind shall be used as a residence either temporarily or permanently.

SECTION 10. No communication devices for the electronic receipt or transmission of data shall exceed eighteen inches (18") in diameter and the placement of those devices on the premises shall be subject to the approval of the Architectural Control Committee.

SECTION 11. No dwelling constructed within the subdivision shall have less than 2000 square feet of heated or air conditioned living space.

SECTION 12. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

SECTION 13. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of



such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE VIII  
OWNERS' OBLIGATION TO REPAIR

Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX  
OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within six months after the

damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE X  
ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds(2/3) approval of the members.

ARTICLE XI  
GENERAL PROVISIONS

SECTION 1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three fourths(3/4) of all members. The Declarant reserves the right, prior to the deeding of any lot in the subdivision, to amend this Declaration in any form or manner.

SECTION 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

SECTION 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member

thereof for a period of 30 years from the date hereof, and thereafter shall continue automatically in effect for additional periods of 10 years, unless otherwise agreed to in writing by the then owners of at least three-quarters(3/4) of the subdivision lots.

ARTICLE XII  
SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

SECTION 1. Definitions. Means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, of the Florida Administrative Code.

SECTION 2. Use of property. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be a permitted, or if modified as approved by the St. Johns River Water Management District.

SECTION 3. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance is its original condition, including the water management portions of the common areas must have the prior approval of the St. Johns River Water Management District.

SECTION 4. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate

to the maintenance, operation and repair of the surface water or stormwater management system.

SECTION 5. All areas designated as a 25' upland buffer, 15, and 10' non-access buffer shall herein be a part of the permitted stormwater management system for this subdivision. Any alteration of these areas by the homeowner shall be prohibited, per conditions of the approved St. Johns River Water Management District permit.

Executed at Cook County, Illinois on the date first above written.

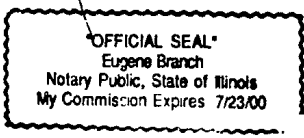
Dorothy Vorzgenbrak  
Witness  
Shari McCendon  
Witness

Donna M. Kelley  
DONNA M. KELLEY

STATE OF ILLINOIS  
COUNTY OF COOK

THE FOREGOING INSTRUMENT was acknowledged before me this 27th day of November, 1999, by DONNA M. KELLEY, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Eugene Branch  
NOTARY PUBLIC



Amended Article VIII Declaration of Covenants and Restrictions Grand Oaks Estates Subdivision

OWNER'S OBLIGATION TO REPAIR AND MAINTAIN

SECTION 1. Residence. Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

SECTION 2. Lot. No lawn, fence, hedge, tree, or landscaping feature of any Lot, or any undeveloped Lot, shall be allowed to become overgrown, or unsightly in the sole reasonable judgment of the Association or its duly appointed committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become overgrown, unsightly or unreasonably high, the Association or its duly authorized agent shall have the right, but not the obligation, thirty (30) days after delivery of written notice to the Owner of the Lot, to cut trim or maintain said lawn, fence, hedge, tree or landscaping feature or undeveloped Lot at the expense of the Owner of such Lot, and such entry shall not be deemed a trespass. The expense of such maintenance may be collected in the manner set forth in Article IV.

Martin Mounier      David G. Cameron

Witness

David G. Cameron, President

Martin Mounier, Treasurer

Grand Oaks Estates Homeowner's Association

Grand Oaks Estates Homeowner's Association

Lisa Cavacini

Witness

Lisa Cavacini, Secretary

Grand Oaks Estates Homeowner's Association

State of Florida

County of St Johns

The foregoing instrument was acknowledged before me this <sup>4<sup>th</sup></sup> ~~September~~ <sup>OCTOBER</sup> day of ~~September~~ 2010, by David G. Cameron who is personally known to me and who did take an oath.

Lorraine A. Gallo

NOTARY PUBLIC



10

This Instrument Prepared By:  
Joe Duncan  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

No. 550031682  
PA No. 40-109-63749-1

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Grand Oaks Estates Homeowners' Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 22,  
Township 08 South, Range 30 East, in Matanzas River,  
St. Johns County, containing 4,960 square feet,  
more or less, as is more particularly described and shown  
on Attachment A, dated December 14, 2000.

TO HAVE THE USE OF the hereinabove described premises from January 17, 2006, the effective date of this lease renewal, through January 17, 2011, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 4-slip docking facility with boat lifts exclusively to be used for mooring of recreational vessels in conjunction with an upland single family subdivision, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 28, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Environmental Resource Permit No. 40-109-63749-1, dated January 17, 2001, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$ 665.46 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease renewal, and each year thereafter until the term of this lease renewal terminates or expires.

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3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall secure, maintain, and keep all records for the entire term of this lease renewal, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the St. Johns River Water Management District permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease renewal which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. **ASSIGNMENT OF LEASE RENEWAL:** This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease renewal or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Grand Oaks Homeowners' Association, Inc.  
116 Grand Oaks Dr.  
St. Augustine, FL 32086

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

15. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. **MAINTENANCE OF FACILITY /RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

Page 3 of 10 Pages  
Sovereignty Submerged Lands Lease No. 550031682



20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease renewal, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1487, page 1924, public records of St. Johns County, Florida.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITION:

A. Lessee shall maintain for the term of this lease and any subsequent renewal periods the manatee informational display and manatee awareness signs as required by the St. Johns River Water Management Permit No. 40-109-63749-1 dated January 17, 2001.

B. Waterborne vessels moored at the facility, on either a temporary or permanent basis, shall be limited to vessels no greater than 44 feet in length in the two outside slips and no greater than 32 feet in length in the two interior slips.

C. None of the slips may be used by vessels occupied by a person or persons on an overnight basis.

WITNESSES:

Kathy C. Griffin  
Original Signature

Kathy C. Griffin  
Print/Type Name of Witness

Lisa Sporkman  
Original Signature

Lisa Sporkman  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: Jeffery M. Gentry  
Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, Department of Environmental  
Protection, as agent for and on behalf of the Board of Trustees of  
the Internal Improvement Trust Fund of the State of Florida

"LESSOR"


STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2006, by  
Jeffery M. Gentry, Operations and Management Consultant, Bureau of Public Land Administration, Division of State  
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:  
Frank J. Hani  
DEP Attorney

Kathy C. Griffin  
Notary Public, State of Florida

Kathy C. Griffin  
Printed, Typed or Stamped Name

My Commission Expires:  Kathy C. Griffin  
My Commission DD263367  
Expires October 30, 2007

Commission/Serial No. \_\_\_\_\_

WITNESSES:

Laura Kelley  
Original Signature

Laura Kelley  
Typed/Printed Name of Witness

Ray S. Huston  
Original Signature

Ray S. Huston  
Typed/Printed Name of Witness

Grand Oaks Estates Homeowners' Association, Inc.,  
a Florida nonprofit corporation (SEAL)

BY: Donna M. Kelley  
Original Signature of Executing Authority


Donna M. Kelley  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Alachua

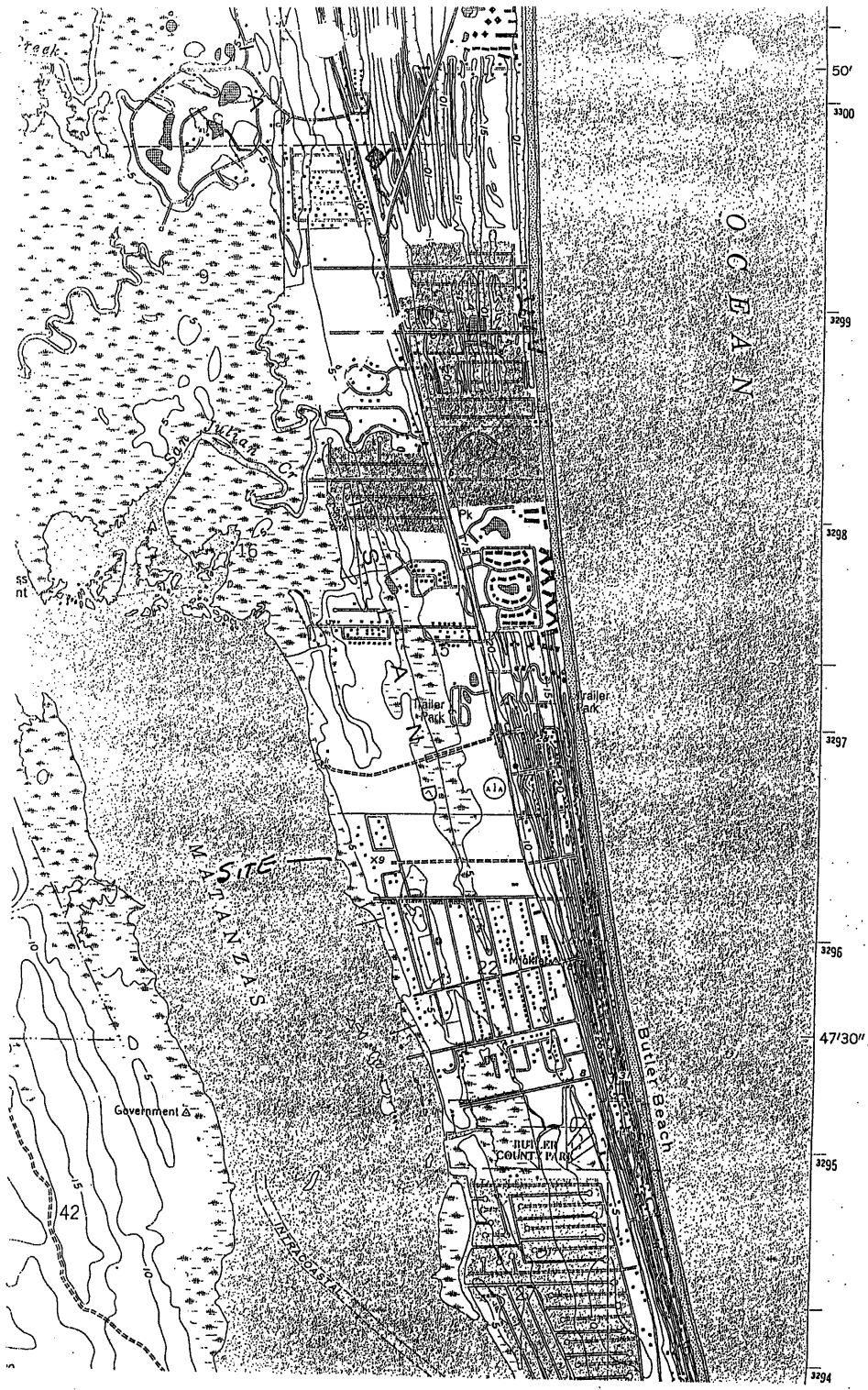
The foregoing instrument was acknowledged before me this 29 day of August, 2006, by  
Donna M. Kelley as President of Grand Oaks Estates Homeowners' Association, Inc., a Florida nonprofit corporation, for and on  
behalf of the corporation. She is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:  Maxwell E. Hallbrook  
MY COMMISSION # DD319293 EXPIRES  
July 25, 2008  
BONDED THRU TROY FAIR INSURANCE, INC.

Commission/Serial No. \_\_\_\_\_

Maxwell E. Hallbrook  
Notary Public, State of Florida

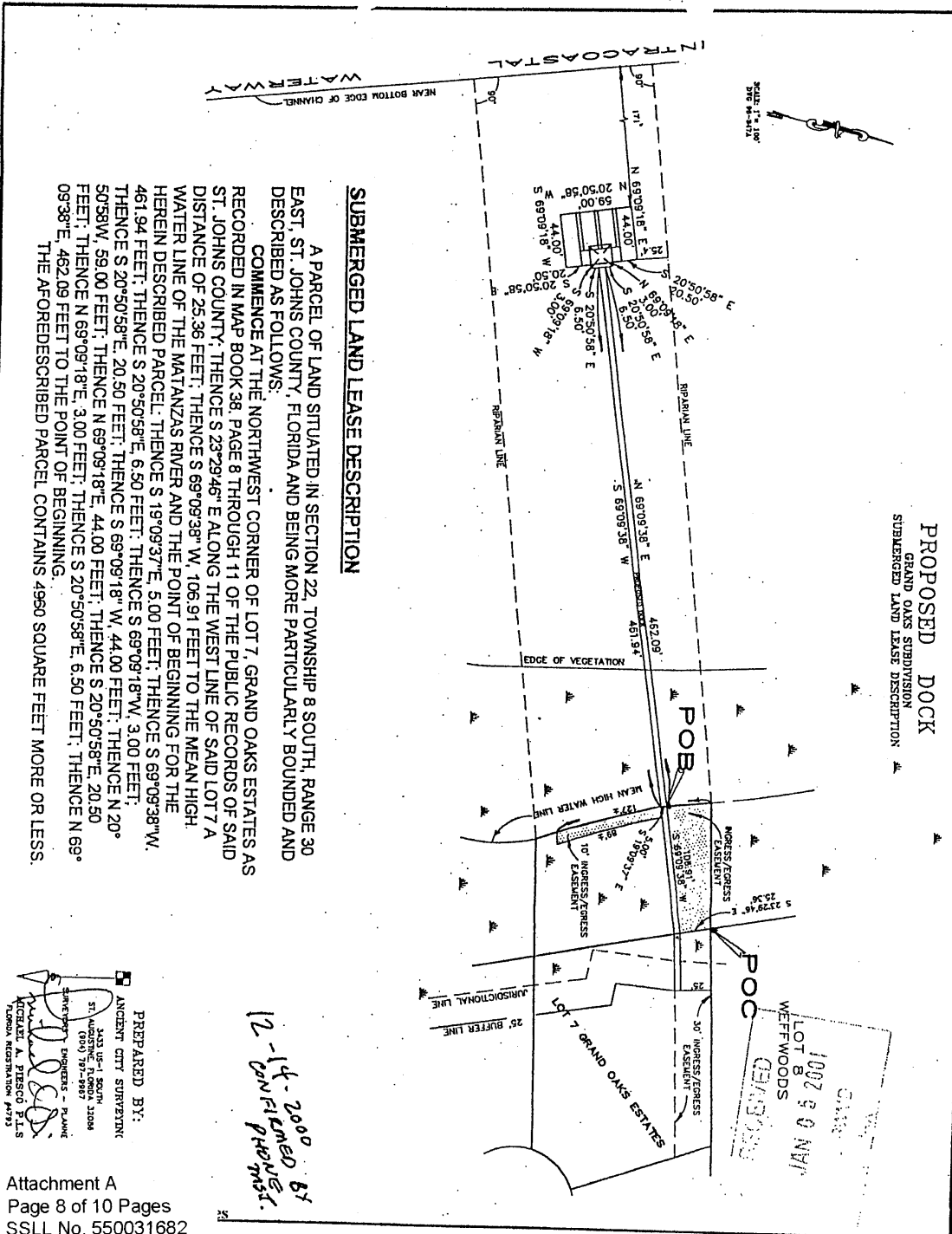
Maxwell E. Hallbrook  
Printed, Typed or Stamped Name



OR2046P01611

Attachment A  
Page 7 of 10 Pages  
SSLL No. 550031682

OR2046PG1612



**SUBMERGED LAND LEASE DESCRIPTION**

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 7, GRAND OAKS ESTATES AS RECORDED IN MAP BOOK 38, PAGE 8 THROUGH 11 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE S 23°29'46" E ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 25.36 FEET; THENCE S 69°09'38" W, 106.91 FEET TO THE MEAN HIGH WATER LINE OF THE MATANZAS RIVER AND THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL; THENCE S 19°09'37" E, 5.00 FEET; THENCE S 69°09'38" W, 461.94 FEET; THENCE S 20°50'58" E, 6.50 FEET; THENCE S 69°09'18" W, 3.00 FEET; THENCE S 20°50'58" E, 20.50 FEET; THENCE S 69°09'18" W, 44.00 FEET; THENCE N 20°50'58" W, 58.00 FEET; THENCE N 69°09'18" E, 44.00 FEET; THENCE S 20°50'58" E, 20.50 FEET; THENCE N 69°09'18" E, 3.00 FEET; THENCE S 20°50'58" E, 6.50 FEET; THENCE N 69°09'38" E, 462.09 FEET TO THE POINT OF BEGINNING.

THE AFORESAID PARCEL CONTAINS 4950 SQUARE FEET MORE OR LESS.

PREPARED BY:

ANCIENT CITY SURVEYING  
 3433 US-1 SOUTH  
 ST. AUGUSTINE, FLORIDA 32084  
 (904) 829-1991  
 MICHAEL A. PISCO P.L.S.  
 FLORIDA REGISTRATION #1733

12-14-2000 BY  
 Con. Filed  
 P. H. M. S.

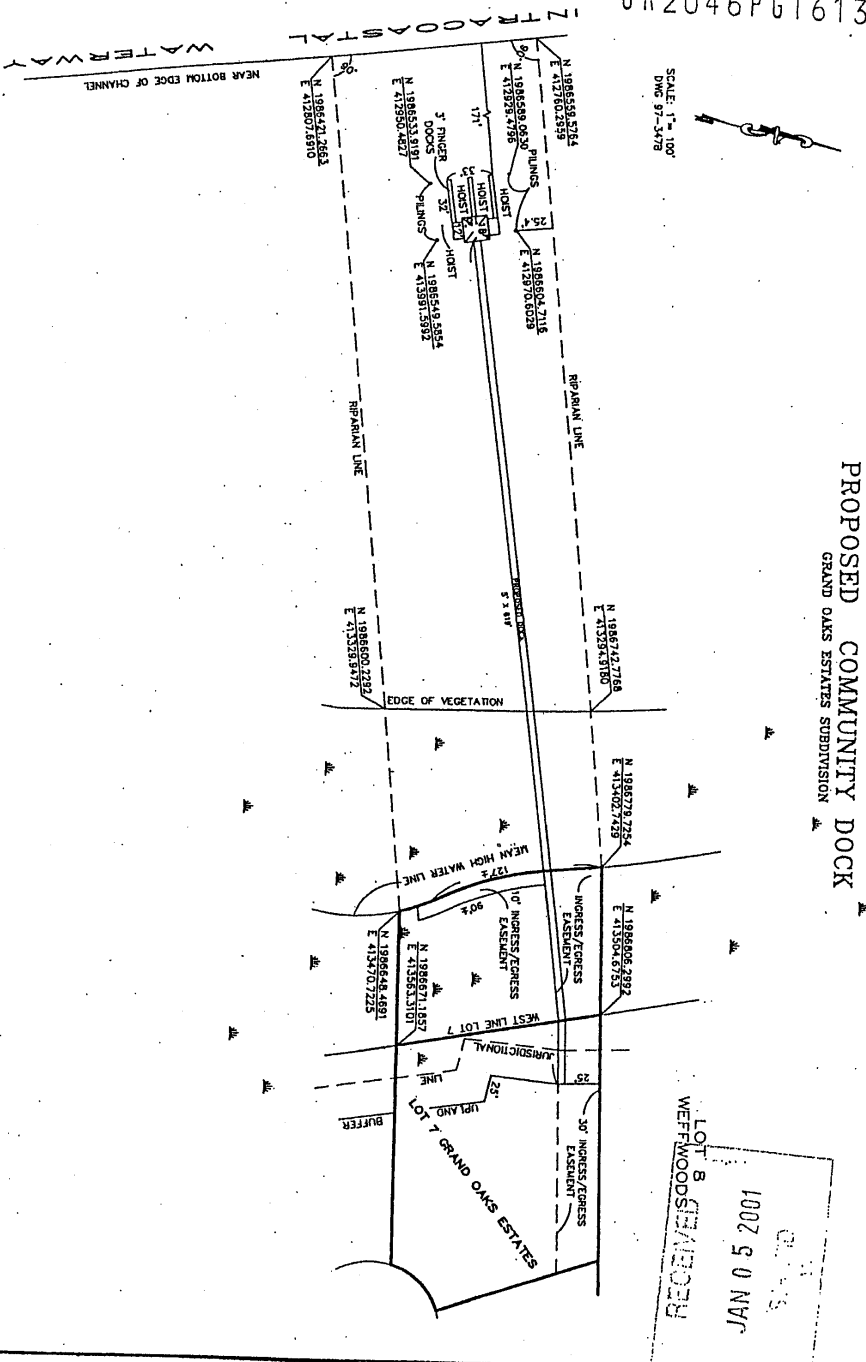
Attachment A  
 Page 8 of 10 Pages  
 SLL No. 550031682

OR2046PG1613

SCALE: 1" = 100'  
DMS 37-3478



PROPOSED COMMUNITY DOCK  
GRAND OAKS ESTATES SUBDIVISION



RECEIVED  
LOT 8  
WEFFWOODS  
JAN 05 2001

CAPTION:  
GRAND OAKS ESTATES AS RECORDED IN MAP BOOK 38,  
PAGES 8 THROUGH 11 OF THE PUBLIC RECORDS OF ST.  
JOHNS COUNTY, FLORIDA.

PREPARED BY:  
ANCIENT CITY SURVEYING  
3433 US-1 SOUTH  
MULLEN, FLORIDA 32068  
SURVEYOR  
EXHIBIT PLANNERS  
*Michael J. Swann*

UK2U46P61614

