

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
AZALEA POINT UNIT I

91 10248

This Declaration is made this 15th day of April, 1991, by SING DEVELOPMENT COMPANY, a Georgia corporation (hereinafter referred to as "Developer").

R E C I T A L S

1. Pursuant to that certain Declaration of Covenants for Fairfield Ponte Vedra, recorded in Official Records Book 694, page 1297, of the public records of St. Johns County, Florida, as amended by that certain Declaration recorded in Official Records Book 694, page 1297 of said public records (the "Master Covenants"), the property which is the subject of this Declaration (the "Property"), has been made subject to certain covenants, restrictions and easements therein provided.

2. The Master Covenants contemplate and allow for the imposition of additional covenants and restrictions and easements on the Property. Upon the imposition of such additional covenants, restrictions and easements, the Property would be encumbered by both the Master Covenants, enforced by the Association therein created, and by such additional covenants, restrictions and easements, enforced by the Developer or the Owners.

3. The purpose of this Declaration is to provide such additional covenants, restrictions and easements by initially subjecting the lots on the plat of Azalea Point Unit I (the "Subdivision"), according to the plat thereof recorded in Map Book 25, pages 3 through 5, of the public records of St. Johns County, Florida (the "Plat"), to the covenants, restrictions and easements contained herein and to the above described Master Covenants. Additional parcels comprising the Subdivision may be made subject to this Declaration.

4. The covenants, restrictions and easements contained herein are for the purpose of protecting the value and desirability of the Subdivision and are made for the mutual benefit of each and every Owner of a Lot within the Subdivision. The covenants, restrictions and easements are intended to be non-discriminatory in nature and are intended to create enforceable rights and obligations in favor of and against each Lot and its Owner.

KNOW ALL MEN BY THESE PRESENTS, THAT:

Sing Development Company, a Georgia corporation, hereby subjects all of the Property and all improvements now existing thereon, as shown on the Plat, to the provisions, restrictions, reservations, covenants, conditions and easements hereinafter set forth, all of which shall constitute covenants running with the land, binding upon Owners and lessees of any part of the Property and their heirs, successors, personal representatives, assigns, guests, invitees and licensees.

ARTICLE I

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article. Those words are capitalized when they appear in this document. When a capitalized word is encountered in this document, reference should be made to this Article or elsewhere in this document where such word is first defined.

Section 1.1 Association. The Association shall mean Fairfield Ponte Vedra Association, Inc., a Florida not for profit corporation.

Section 1.2 Azalea Point Unit I. The name given to the Subdivision.

Section 1.3 Board of Directors. The Board of Directors of the Association.

Section 1.4 Common Property. Real or personal property, or interests in real or personal property, which are intended for the common use and benefit of all Owners, including the surface water management system, if any, located in the Subdivision.

Section 1.5 Fairfield Ponte Vedra. The name of the planned unit development of which the Property is a part.

Section 1.6 Home. The dwelling unit constructed on each Lot.

Section 1.7 Lot. Each portion of the Subdivision intended to contain one (1) Home.

Section 1.8 Master Covenants. Those certain covenants and restrictions for Fairfield Ponte Vedra recorded in Official Records Volume 694, page 1297, of the public records of St. Johns County, Florida, as amended. The Master Covenants have been expanded to the Property by virtue of that certain instrument dated June 19, 1989, recorded in Official Records Book 847, page 168, of said public records.

Section 1.9 Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation such as those described in Section 697.01, Florida Statutes.

Section 1.10 Plat. The recorded plat of Azalea Point Unit I, recorded in Plat Book 25, pages 3 through 5, of the public records of St. Johns County, Florida, and shall include such additional plats as may be recorded for Lots within the Subdivision.

Section 1.11 Subdivision. This term shall mean Azalea Point Unit I, according to the Plat and such additional Lots as may be made subject to this Declaration.

ARTICLE II

OWNER'S RIGHTS

Section 2.1 Access. Each Owner and his guests, members of the Association and their guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the private roadways in the Subdivision as depicted on the Plat. The rights are subject to the right of the Developer to install and maintain utility lines and facilities in the private roadways. Ingress may be denied by the Association to any person, other than the Developer or Owners, who, in the reasonable opinion of the Association, may create a disturbance or nuisance in any part of the Subdivision, provided that normal construction related vehicular traffic shall be allowed ingress and egress to and from the Subdivision. The Association shall have the right, but not the

obligation, to control all types of traffic on the Common Property, including private roadways and parking areas and including the right to prohibit use of the roadways by traffic or vehicles which in the reasonable opinion of the Association may result in damage to the private roadways or parking areas. The Association shall have the right, but not the obligation, to control and prohibit parking on any part of the private roadways. The Association shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Association, obstruct use by motorists or pedestrians of any of the private roadways or parking areas.

Section 2.2 Utilities. Each Owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers, and drainage lines constructed in the roads or other easements as shown on the Plat, as the same may be relocated from time to time, subject to regulations and ordinances of St. Johns County.

ARTICLE III

DEVELOPER'S RIGHTS

Section 3.1 Enforcement Rights. The Developer, its agents, or employees shall have the right, but not the obligation, to enter upon any Lot to cure any violation of this Declaration including, without limitation, the right to remove any structure which is in violation of this Declaration and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Developer on demand. Entry to remove and cure any violation of this Declaration shall not be a trespass and the Developer shall not be liable for any damages on account of the entry.

The rights of the Developer described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate the provisions of this Declaration or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Developer to enforce this Declaration, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought to enforce the provisions of this Declaration, the Developer and Owner shall be entitled to recover its attorneys' fees if it is the prevailing party. Prior to the execution of an assignment of rights hereunder to the Association, the Developer shall have all rights of the Association hereunder.

Section 3.2 Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 3.3 Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Plat for construction, maintenance and repair of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. Developer reserves an exclusive easement over, on and under each

Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer. Developer hereby reserves for itself, its successors and assigns and for the Owners the right and easement to install and maintain utility lines and heating or air conditioning lines, electrical lines and pipes and other underground conduit under any Lot within an area within five (5) feet of the Lot boundary, provided that use of this easement shall not damage or destroy any Lot or Home. Any damage to the Lot or Home caused by construction or maintenance of utilities within this easement shall be restored at the expense of the party using the easement.

Section 3.4 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainage ways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 3.5 Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 3.6 Temporary Structures, Etc. Developer reserves for itself and its designees the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves for itself and its designees the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 3.7 Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Property.

Section 3.8 Release of Restrictions, Easements. If a Home is erected, or the construction of the Home is substantially advanced, in a manner that violates the restrictions contained in this Declaration or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Home over the Lot line, or on the Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the Subdivision.

Section 3.9 Right to Divide or Combine Lots. The Developer reserves the right to divide or combine one or more Lots or portions thereof at any time prior to the sale of such Lots by the Developer and make any necessary changes to the Plat as required by such action.

Section 3.10 Duration of Developer's Rights. Developer and its successors shall retain all rights provided for hereunder until such time as Developer assigns such rights to the Association. Thereafter, all rights and obligations of Developer arising hereunder shall inure to and be binding upon the Association.

ARTICLE IV

ARCHITECTURAL CONTROLS

Section 4.1 Duties and Powers of the Developer. Except for the initial construction of Homes and other improvements upon the Property, any Lot, and improvements to the Common Property by Developer or its designee and except as otherwise provided in this Declaration, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY HOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOT SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER by and through its appointed Architectural Review Board.

The Developer shall act as the Architectural Review Board ("ARB") until it appoints three (3) individuals to act as such. Each ARB member shall be appointed for a one (1) year term and may be removed with or without cause by the Developer at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove ARB members which Developer has appointed. The ARB shall meet at least monthly at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARB in performing its functions as set forth herein. The ARB shall have the right to approve or disapprove in its sole discretion any setback, building, fence, wall, screened enclosure, grading, floor, elevations (front, rear and sides), drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape device or object, or any other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to a Home. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the Subdivision from nuisances and maintain the aesthetic quality and harmony of the Homes and the Subdivision. The ARB may adopt additional standards and criteria to effect the purposes of this Section, which standards and criteria shall be adhered to by the ARB in its review and approval of plans.

Section 4.2 Duties of ARB. The ARB shall approve or disapprove the plans for an improvement or modification in writing within thirty (30) days after the same is submitted to it in proper form. If the plans are not approved or disapproved within such period, they shall be deemed to have been approved. The plans submitted to the ARB for approval shall include all plans necessary for construction and shall meet the following minimum standards:

- a. Be not less than 1/8" = 1' scale.
- b. Show the elevation of the ground on all sides of the proposed structure as it will exist after the improvement or modification.

c. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the ARB's satisfaction.

Section 4.3 Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designated improvements. Such approvals and standards shall in no event be construed as representing, warranting, or guaranteeing that any Home or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications, nor as a result of or on account of any claim, liability, damage or expense suffered or injured by any Owner or other party arising out of or in any way related to any action or failure to act by either the Developer or the ARB in accordance with its responsibilities as set forth herein.

Any landscaping plan changes or alterations submitted to the ARB shall provide for and include the following items:

1. A landscape scheme;
2. A list of all plant stock included in the scheme;
3. The size of such stock at the time of planting;

The entire Lot, together with the land between the street pavement and the right-of-way line adjacent to the Lot, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible. Trees having a diameter of six (6) inches or more (measured four (4) feet from ground level) may not be removed without the prior approval of the ARB unless dead or diseased.

Section 4.4 ARB Approval. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and the Architectural Review Board policies, the harmony and consistency with the overall development, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a lot which may be covered by dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot, Home or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB in its own name, or any Owner, shall be entitled to

enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

Section 4.5 Maintenance of Home and Lot.

a. Each Lot, Home and other improvements on the Lot shall be maintained by the Owner of such Lot, except as provided in this Section 4.5, in a neat and attractive condition. All landscaping on Common Property will be maintained by the Association.

b. In the event of damage or destruction by fire or other casualty to the Home or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed Home or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

Section 4.6 Miscellaneous Use Restrictions.

a. No chain link fences shall be constructed on any Lot. All fences and shrub lines must be approved by the Association prior to construction. The ARB may require that the appearance, composition and color of any fence be consistent with fences around surrounding Homes. No fence or other structure may be constructed within any lake maintenance easement. The location of any fence within a Lot is subject to ARB approval.

b. All Lots in the subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the ARB. No structure shall be erected which is greater than two (2) stories in height or has less than 1,600 square feet of air conditioned enclosed living space exclusive of screened or unscreened porches.

c. All residential dwellings shall be located within the building restriction lines shown on the Plat. Notwithstanding the provisions of this paragraph, with the prior written approval of the Developer, improvements constructed on the Lots may encroach upon the restricted areas provided that such improvements meet the setback requirements of St. Johns County and do not encroach upon the jurisdictional areas, if any, shown on the Plat or otherwise delineated by the Developer.

d. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage collector units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened as not to be visible from any road or adjacent property, within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, clippings, trash, garbage or household refuse or other debris shall be permitted on any part of any lot or road rights of way. Clotheslines, if any, shall be contained within the courtyard walls. No clothing or cleaning articles shall be hung or displayed on any part of the lot so that it is visible outside of the lot.

e. No animals, except dogs, household pets, shall be kept on any lot. Dogs shall be kept only in the Home or within the fenced courtyard area. Residents shall not breed such animals as

a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash.

f. No commercial activity shall be conducted on any Lot with the exception of the developer's real estate sales office or agent.

g. No satellite dishes, TV antennas or similar devices are permitted on any Lot.

h. No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

i. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) sign to advertise the property for sale during any sales period. No signs may be nailed or attached to trees. 'For Sale' signs shall not exceed four (4) square feet or be taller than thirty-six inches (36") and in accordance with uniform sign standards adopted by the ARB or approved in writing by the ARB as to appearance and location.

j. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. Developer shall have the unrestricted and absolute right to deny ingress to any person who, in their sole opinion, may create or participate in a disturbance or a nuisance on any of the Property. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot. No mechanical repairs of any wheeled vehicle shall be permitted on any Lot.

k. No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the ARB.

l. The parking of vehicles in the subdivision is restricted as follows:

(a) Automobiles -- Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways and garages. Automobiles with advertising or logos shall be parked only in garages.

(b) Passenger Vans -- Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages.

A "passenger van" is a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has noncommercial license plates. "Outfitted for recreational purposes" shall mean a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a "passenger van." A nonpassenger van shall be subject to the same restrictions as a truck rated

one-half (1/2) ton or less, as more fully provided in subparagraph (3) below.

(c) Trucks and Non-passenger Vans -- Trucks rated one-half (1/2) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the Subdivision if parked in garages. Such trucks and non-passenger vans shall also be permitted in driveways for periods of less than four (4) hours. Trucks of more than one-half (1/2) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation, are not permitted to be parked in the Subdivision unless present solely for the actual and continuous repair or construction of a residence.

(d) Boats, Campers, Trailers -- Boats, campers, and trailers shall be permitted to be parked in the Subdivision only if parked in garages.

(e) Travel Trailers, Motor Coaches, Motor Homes, Mobile Homes -- Travel trailers, motor coaches, motor homes, mobile homes and any other trailer or vehicle not specifically permitted by sections (1) through (4) above shall not be parked in the Subdivision at any time.

(f) Hardship -- In cases of undue hardship, the Developer may grant a special exception of limited duration to the provisions of this Section upon written request to the Developer.

(g) Lawns, Streets -- No vehicle shall be parked on any lawn, yard, travel area or streets, or other area not intended for vehicular use.

m. Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

n. No flagpoles, except for flagpoles displaying the flag of the United States of America attached to the side of a Home and not in excess of six (6) feet in length, shall be erected or maintained on any Lot or home. Flags attached thereto shall not be more than five (5) feet long by four (4) feet wide.

o. Each residential dwelling on a Lot shall have an attached and enclosed two car garage. All garage doors must be kept closed when not in use. No carports are allowed on Lots.

p. When the construction of any building is commenced, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The residence and all related structures shown on the plans and specifications approved by the Developer or ARB must be completed within eight (8) months after commencement of construction, unless such completion is rendered impossible as a direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to the garage entrance. During the construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter into such Lot from the street only at this location.

q. If any person, firm or corporation or other entity shall violate or attempt to violate any of the provisions of this Article it shall be lawful for the Developer or any owner: (a) to prosecute proceedings at law for recovery of damages against those so violating or attempting to violate any such covenants,

restrictions and easements; or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants, restrictions and easements, for the purposes of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenant, restriction or easement 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. Owners found in violation of any of the provisions of this Article shall pay all costs and attorney's fee to the successful plaintiff in any action seeking to prevent, correct or enjoin such violations or in damage suits thereon. All covenants, restrictions and easements contained in this Article shall be deemed several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining covenants, restrictions and easements or any part thereof.

r. Certain of the Lots include or adjoin stormwater retention ponds and/or jurisdictional areas as shown on the Plat or otherwise located within the Property. No pier, dock, bulkhead or other structure shall be constructed or permitted to remain on, in or over any portion of the retention ponds or jurisdictional areas without the prior written authorization of the Developer and no boat, raft or floating object of any kind shall be brought or operated on any retention pond and no swimming shall be allowed in any retention pond. No Owner of any Lot shall be permitted to place or dispose of any trash, garbage, fill material or other debris in any retention pond or jurisdictional area.

ARTICLE V

UTILITY PROVISIONS

Section 5.1 Water and Sewage System. Intercoastal Utilities, Inc. and its successors and assigns ("Intercoastal") has the sole and exclusive right to provide all water and sewage facility and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within structures to be built thereon, and no potable water shall be used within said structures except potable water which is obtained from Intercoastal, provided however, that nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Intercoastal. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Intercoastal has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the property described herein for the purpose of ingres, egress, insulation and/or repair of water and sewage facility. Intercoastal is hereby given the right and power to enforce the provisions of this paragraph against any person who violates the provisions hereof. All of the rights, conditions, obligations and liens to which the property described herein is subject relating to water and sewage utility facilities and service are more particularly set forth in that certain Utility Service Agreement, by and between Intercoastal Utilities, Inc. and Sing Development Company and the provisions, easements, terms, conditions, agreements regarding rents and charges, indemnities and all matters contained therein are incorporated herein by this reference.

Section 5.2 on Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Developer. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 5.3 Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Developer.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Duration and Amendment. This Declaration and all covenants, conditions, restrictions and easements herein provided shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years after which time the provisions hereof they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, for so long as Developer shall own any Lots, the Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. This Declaration may be modified or terminated only by a duly recorded written instrument executed by the president or vice president and secretary or assistant secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the Owners upon the joinder of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right, so long as it owns any Lots or prior to the assignments of its rights hereunder to the Association, to amend the Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Declaration affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer. Any amendment which would affect the surface water management system must have the prior approval of the St. Johns River Water Management District, if so required under any permits issued for such system or under regulations of the District. No amendment shall change any Lot or its appurtenant share in the Common Property unless the Owner and all Mortgagees of record shall join in the execution of the amendment.

Section 6.2 Notices. Any notice required to be sent to any person pursuant to any provision of this Declaration will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Developer. The effective date of the notice shall be the date of mailing.

Section 6.3 Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of this Declaration is prohibited or held invalid, the prohibition or invalidity of such provision shall not affect any other provision which can be given effect. To this end, the provisions of this Declaration are declared to be severable.

Section 6.14 Assignment by Developer: Developer shall have the sole and exclusive right to transfer to such persons, firms or corporations as it shall select, who acquire any part of the Subdivision for development or construction of improvements, any, or all of the easements and rights whatsoever given or reserved by Developer in this Declaration. All easements and rights reserved in this Declaration shall be for the benefit of Developer, its successors and assigns.

ARTICLE VIII

THE SUBMISSION OF ADDITIONAL PROPERTY

Additional land which is in the vicinity of the Property, may be subjected to the provisions of this Declaration without the consent of the Owners within fifteen (15) Years after the date of this document by an instrument executed solely by the Developer and the owner of the land (if not the Developer) in the manner required for the execution of deeds. After the instrument is recorded in the public records of St. Johns County, Florida, the additional land shall be subject to this Declaration. The homes constructed on such additional land may be similar or dissimilar to the homes constructed on Lots in the Subdivision. Developer reserves the right to amend this document to reflect provisions applicable to such additional land, including any change in the name by which the Subdivision may be known.

ARTICLE VIII

COMMON PROPERTY

Section 8.1 Dedication of Common Property: Developer agrees to convey to the Association all portions of the Subdivision designated as Common Property that are not included within Lots.

Section 8.2 Addition to Common Property: Developer may from time to time during the development of the Subdivision and land in the vicinity of the Property, dedicate or convey real and personal property or interests in real or personal property to the Association. Any property conveyed by the Developer to the Association shall be Common Property.

Section 8.3 Permissible Conditions or Restrictions on Additional Common Property: Property conveyed to the Association as additional Common Property may be improved or unimproved land, land subject to permanent or periodic flooding, or land which is under water. The land may be conveyed subject to easements for construction, installation, maintenance, repair, use and access of utilities, sewer, and other public service facilities and to other rights-of-way, easements, restrictions, and agreements of record.

IN WITNESS WHEREOF, SING DEVELOPMENT COMPANY, Georgia corporation, has caused this Declaration to be properly executed by its duly authorized signatories and recorded in the public records of St. Johns County, Florida, this 15th day of April, 1991.

Signed, sealed and delivered by SING DEVELOPMENT COMPANY in the presence of:

[Signature] By *[Signature]*
Its President

(Corporate Seal)

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 15th day of April 1991, by James S. [unclear] President of Song Development Company Georgia Corporation, on behalf of the corporation.

COPIY
Notary Public,
State and County of Georgia
My commission expires 12/31/92

[Faint, illegible text]

PREPARED BY & RETURN TO: Guy Bond, Esquire
Smith, Hulsey & Busey
1800 First Union National Bank Tower
P.O. Box 53015
Jacksonville, Florida 32201

**SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS
FOR
AZALEA POINT AT PONTE VEDRA UNIT TWO-A**

THIS SUPPLEMENTAL DECLARATION is made this 7th day of April, 1992, by SING DEVELOPMENT COMPANY, a Georgia corporation (hereinafter referred to as "Developer").

R E C I T A L S

1. Developer is developing certain lands within a planned unit development known as Fairfield at Ponte Vedra. As each portion is developed, it is made subject to the Declaration of Covenants for Fairfield Ponte Vedra, recorded in Official Records Book 694, page 1297, of the public records of St. Johns County, Florida, as amended (the "Master Covenants").

2. The Master Covenants contemplate and allow for the imposition of additional covenants and restrictions and easements. Upon the imposition of such additional covenants, restrictions and easements, the property would be encumbered by both the Master Covenants, enforced by the Association therein created, and by such additional covenants, restrictions and easements, enforced by the Developer or the Owners.

3. Developer has heretofore recorded its Supplemental Declaration of Covenants and Restrictions for Azalea Point Unit I in Official Records Book 891, beginning at page 1467 of the public records of St. Johns County, Florida (the "Additional Covenants"). The Additional Covenants provide that additional lands may be made subject to the provision of the Additional Covenants.

4. The purpose of this Supplemental Declaration is to subject the lots on the plat of Azalea Point at Ponte Vedra Unit Two-A (the "Subdivision"), according to the plat thereof recorded in Map Book 25, pages 92 through 95, of the public records of St. Johns County, Florida (the "Plat"), to the Additional Covenants, as contemplated by Article VII of the Additional Covenants, and to the Master Covenants.

KNOW ALL MEN BY THESE PRESENTS, THAT:

Sing Development Company, a Georgia corporation, hereby subjects the Subdivision to the provisions, restrictions, reservations, covenants, conditions and easements set forth in the Additional Covenants and in the Master Covenants, all of which shall constitute covenants running with the land,

Recorded in Public Records St. Johns County, FL.
Clerk # 92010341 O.R. 935 PG 1356 13:13 04-10-92
Recording 9.00 Surcharge 1.50

9/11/50

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binding upon the Owners and their heirs, successors, personal representatives, assigns, guests, invitees and licensees.

Developer reserves the right and privilege to amend this Supplemental Declaration without the joinder or consent of any Owner, the Association, or any mortgagee of any Owner to provide for the formation of a homeowner's association to which association the Developer may (but shall not be required) assign all of its rights and obligations under this Supplemental Declaration with respect to the Subdivision.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed this 7th day of April, 1992, by Sing Development Company, a Georgia corporation.

Signed, sealed and delivered in the presence of

SING DEVELOPMENT COMPANY, a Georgia corporation

Terril Turberville
Name: TERRI L Turberville

By Thomas E. Perry
Name: Thomas E. Perry
Its President

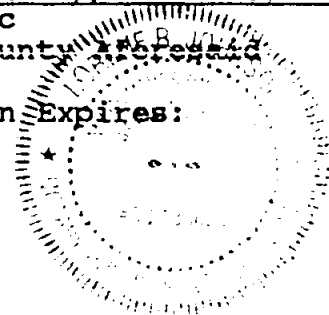
Diane E. Cooper
Name: Diane E. Cooper

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of April, 1992, by Thomas E. Perry, President of Sing Development Company, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Joseph R. Johnson
Name: Joseph R. Johnson
Notary Public
State and County: Florida

My Commission Expires:



SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS
FOR
AZALEA POINT AT PONTE VEDRA UNIT TWO-B

THIS SUPPLEMENTAL DECLARATION is made this 1st day of November, 1992, by SING DEVELOPMENT COMPANY, a Georgia corporation (hereinafter referred to as "Developer").

R E C I T A L S

1. Developer is developing certain lands within a planned unit development known as Fairfield at Ponte Vedra. As each portion is developed, it is made subject to the Declaration of Covenants for Fairfield Ponte Vedra, recorded in Official Records Book 694, page 1297, of the public records of St. Johns County, Florida, as amended (the "Master Covenants").

2. The Master Covenants contemplate and allow for the imposition of additional covenants and restrictions and easements. Upon the imposition of such additional covenants, restrictions and easements, the property would be encumbered by both the Master Covenants, enforced by the Association therein created, and by such additional covenants, restrictions and easements, enforced by the Developer or the Owners.

3. Developer has heretofore recorded its Supplemental Declaration of Covenants and Restrictions for Azalea Point Unit I in Official Records Book 891, beginning at page 1467 of the public records of St. Johns County, Florida (the "Additional Covenants"). The Additional Covenants provide that additional lands may be made subject to the provision of the Additional Covenants.

4. The purpose of this Supplemental Declaration is to subject the lots on the plat of Azalea Point at Ponte Vedra Unit Two-B (the "Subdivision"), according to the plat thereof recorded in Map Book 26, pages 26 through 28, of the public records of St. Johns County, Florida (the "Plat"), to the Additional Covenants, as contemplated by Article VII of the Additional Covenants, and to the Master Covenants.

KNOW ALL MEN BY THESE PRESENTS, THAT:

Sing Development Company, a Georgia corporation, hereby subjects the Subdivision to the provisions, restrictions, reservations, covenants, conditions and easements set forth in the Additional Covenants and in the Master Covenants, all of which shall constitute covenants running with the land,

RECORD AND RETURN TO:
SMITH HULSEY & BUSEY
1800 FIRST UNION NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

THIS INSTRUMENT PREPARED BY:
CHARLES GUY BOND
1800 FIRST UNION NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

binding upon the Owners and their heirs, successors, personal representatives, assigns, guests, invitees and licensees.

Developer reserves the right and privilege to amend this Supplemental Declaration without the joinder or consent of any Owner, the Association, or any mortgagee of any Owner to provide for the formation of a homeowner's association to which association the Developer may (but shall not be required to) assign all of its rights and obligations under this Supplemental Declaration with respect to the Subdivision.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed this 1st day of November, 1992, by Sing Development Company, a Georgia corporation.

Signed, sealed and delivered in the presence of

SING DEVELOPMENT COMPANY, a Georgia corporation

[Signature]
Name: Philip Leabo

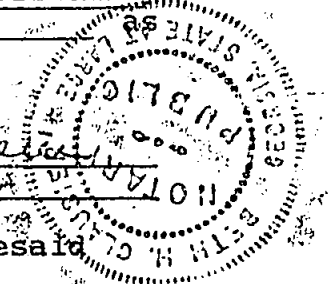
By: [Signature]
Name: Thomas E. Perry
Its President

[Signature]
Name: LaRue M. Hooks

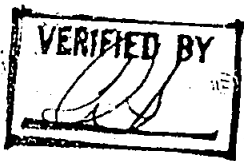
STATE OF Georgia
COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 29 day of July, 1992, by Thomas E. Perry, President of Sing Development Company, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced identification and did/did not take an oath.

[Signature]
Name: Beth H. Clausier
Notary Public
State and County Aforesaid



My Commission Expires: March 12, 1995



Recorded in Public Records St. Johns County, FL
Clerk # 94016682 O.R. 1053 PG 367 03:16PM 05-11-94
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SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS

FOR
AZALEA POINT AT PONTE VEDRA
UNITS TWO-C AND TWO-D

COPY

THIS SUPPLEMENTAL DECLARATION is made this 19th day of April, 1994, by SING DEVELOPMENT COMPANY, a Georgia corporation (hereinafter referred to as "Developer").

R E C I T A L S

1. Developer is developing certain lands within a planned unit development known as Fairfield at Ponte Vedra. As each portion is developed, it is made subject to the Declaration of Covenants for Fairfield Ponte Vedra, recorded in Official Records Book 694, page 1297, of the public records of St. Johns County, Florida, as amended (the "Master Covenants").

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2. The Master Covenants contemplate and allow for the imposition of additional covenants and restrictions and easements. Upon the imposition of such additional covenants, restrictions and easements, the property would be encumbered by both the Master Covenants, enforced by the Association therein created, and by such additional covenants, restrictions and easements, enforced by the Developer or the Owners or their successors.

3. Developer has heretofore recorded its Supplemental Declaration of Covenants and Restrictions for Azalea Point Unit I in Official Records Book 891, beginning at page 1467 of the public records of St. Johns County, Florida (the "Additional Covenants"). The Additional Covenants provide that additional lands may be made subject to the provision of the Additional Covenants.

4. The purpose of this Supplemental Declaration is to subject the lots on the plat of Azalea Point at Ponte Vedra Units Two-C and Two-D (the "Subdivision"), according to the plat thereof recorded in Map Book 26, pages 100 through 104, of the public records of St. Johns County, Florida (the "Plat"), to the Additional Covenants, as contemplated by Article VII of the Additional Covenants, and to the Master Covenants.

KNOW ALL MEN BY THESE PRESENTS, THAT:

Sing Development Company, a Georgia corporation, hereby subjects the Subdivision to the provisions, restrictions, reservations, covenants, conditions and easements set forth both in the Additional Covenants and in the Master Covenants,

RECORD AND RETURN TO:
SMITH HULSEY & BUSEY
1800 FIRST UNION NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

THIS INSTRUMENT PREPARED BY:
CHARLES GUY BOND
1800 FIRST UNION NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

O.R. 1053 PG 0366

all of which shall constitute covenants running with the land, binding upon the Owners and their heirs, successors, personal representatives, assigns, guests, invitees and licensees.

Developer reserves the right and privilege to amend this Supplemental Declaration without the joinder or consent of any Owner, the Association, or any mortgagee of any Owner to provide for the formation of a homeowner's association to which association the Developer may (but shall not be required to) assign all of its rights and obligations under this Supplemental Declaration with respect to the Subdivision.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed this 19th day of April, 1994, by Sing Development Company, a Georgia corporation.

Signed, sealed and delivered in the presence of

SING DEVELOPMENT COMPANY, a Georgia corporation

J. Philip Leabo
Name: J. PHILIP LEABO

By *R. L. Singletary*
Name: R. L. Singletary
Its Vice President

Donald J. Demsher
Name: DONALD J. DEMSHER

(seal)

STATE OF Georgia
COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 19th day of April, 1994, by R. L. Singletary, Vice President of Sing Development Company, a Georgia corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Larue M. Hooks
Name: LARUE M. HOOKS
Notary Public
State and County Aforesaid

My Commission Expires: 1-31-98

CONSENT AND JOINDER TO SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS FOR AZALEA POINT AT PONTE VEDRA UNITS TWO-C AND TWO-D

The undersigned, STEVEN L. LEVINE and MARY A. LEVINE, husband and wife, as the owners of record of Lot 40, AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D, according to map thereof, recorded in Map Book 26, pages 100, 101, 102, 103 and 104, of the public records of St. Johns County, Florida, said lot being a portion of the real property as described in the Supplemental Declaration of Covenants and Restrictions which are being recorded in the public records of St. Johns County, Florida (the "Declaration"), hereby join in the Declaration and consent that the property owned by us shall be subject to all of the terms, provisions, easements, covenants, conditions and restrictions as set forth in the Declaration.

Signed, sealed and delivered in the presence of:

"OWNERS"

[Signature]
Print name: Clifford B. Newton

[Signature]
STEVEN L. LEVINE

[Signature]
Print name: SAMUEL C. TANNLEY

[Signature]
MARY A. LEVINE

Print name: _____

Print name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged this 18th day of April, 1994, by Steven L. Levine and Mary A. Levine, who are personally known to me or have produced Dennis's license as identification and who did/did not take an oath.

[Signature]
Print Name: CLIFFORD B. NEWTON
Notary: Public
My Commission Expires: 07/2007
PUBLIC
STATE OF FLORIDA

CONSENT AND JOINDER TO SUPPLEMENTAL DECLARATION OF
COVENANTS & RESTRICTIONS
FOR AZALEA POINT AT PONTE VEDRA
UNITS TWO-C AND TWO-D

D.R. 1053 PG 0370

The undersigned, who is the President of W. HOWARD WHITE, INC., a Florida corporation, the owner of record of a Lot in AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D, according to map thereof, recorded in Map Book 26, pages 100, 101, 102, 103 and 104, of the public records of St. Johns County, Florida, said lot being a portion of the real property as described in the Supplemental Declaration of Covenants and Restrictions which are being recorded in the public records of St. Johns County, Florida (the "Declaration"), hereby join in the Declaration and consent that the property owned by W. Howard White, Inc. shall be subject to all of the terms, provisions, easements, covenants, conditions and restrictions as set forth in the Declaration.

Signed, sealed and delivered
in the presence of:

"OWNER"

W. HOWARD WHITE, INC., a Florida
corporation

Candi Rae Hazlett
Print name: Candi Rae Hazlett

By: W. Howard White
W. Howard White
Its President

Robert Milligan
Print name: Robert Milligan

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged this 25th day of April, 1994, by W. Howard White, the President of W. Howard White, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

Margaret B. VanDeBee
Print Name: _____
Notary Public
My Commission Expires:

CONSENT AND JOINDER TO SUPPLEMENTAL DECLARATION OF
COVENANTS & RESTRICTIONS
FOR AZALEA POINT AT PONTE VEDRA
UNITS TWO-C AND TWO-D

O. R. 1053 PG 0371

The undersigned, who is the President of W. R. HOWELL COMPANY, a Florida corporation, the owner of record of Lots in AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D, according to map thereof, recorded in Map Book 26, pages 100, 101, 102, 103 and 104, of the public records of St. Johns County, Florida, said lots being a portion of the real property as described in the Supplemental Declaration of Covenants and Restrictions which are being recorded in the public records of St. Johns County, Florida (the "Declaration"), hereby join in the Declaration and consent that the property owned by W. R. Howell Company shall be subject to all of the terms, provisions, easements, covenants, conditions and restrictions as set forth in the Declaration.

Signed, sealed and delivered
in the presence of:

"OWNER"

W. R. HOWELL COMPANY, a Florida
corporation

Carol L. Anders
Print name: CAROL L. ANDERS

By: W. R. Howell
W. R. Howell
Its President

Eva S. Adams
Print name: EVA S. ADAMS

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged this 25th day of April, 1994, by W. R. Howell, the President of W. R. Howell Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

Eva S. Adams
Print Name: _____
Notary Public
My Commission Expires:



CONSENT AND JOINDER TO SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS FOR AZALEA POINT AT PONTE VEDRA UNITS TWO-C AND TWO-D

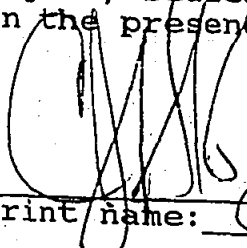
D. R. 1053 PG 0372

The undersigned, who is the VICE President of CRISP-LINGERFELT COMPANY, INC., a Florida corporation, the owner of record of a Lot in AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D, according to map thereof, recorded in Map Book 26, pages 100, 101, 102, 103 and 104, of the public records of St. Johns County, Florida, said lot being a portion of the real property as described in the Supplemental Declaration of Covenants and Restrictions which are being recorded in the public records of St. Johns County, Florida (the "Declaration"), hereby join in the Declaration and consent that the property owned by Crisp-Lingerfelt Company, Inc. shall be subject to all of the terms, provisions, easements, covenants, conditions and restrictions as set forth in the Declaration.

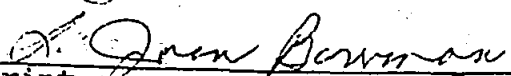
Signed, sealed and delivered in the presence of:

"OWNER"

CRISP-LINGERFELT COMPANY, INC., a Florida corporation


Print name: C. HUEST

By: Terri L. Turberville
Terri L. Turberville
Its Vice President

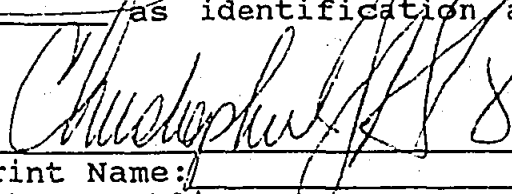

Print name: S. JOAN BOWMAN

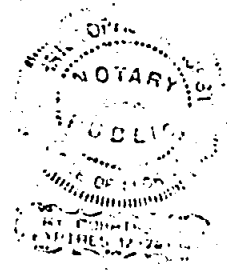
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged this 22nd day of April, 1994, by TERRI L. TURBERVILLE, the VICE President of Crisp-Lingerfelt Company, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification and who did/did not take an oath.


Print Name: _____
Notary Public
My Commission Expires: _____



CONSENT AND JOINDER TO SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS FOR AZALEA POINT AT PONTE VEDRA UNITS TWO-C AND TWO-D

The undersigned, who is the _____ President of ATLANTIC BUILDERS, INC., a Florida corporation, the owner of record of a Lot in AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D, according to map thereof, recorded in Map Book 26, pages 100, 101, 102, 103 and 104, of the public records of St. Johns County, Florida, said lot being a portion of the real property as described in the Supplemental Declaration of Covenants and Restrictions which are being recorded in the public records of St. Johns County, Florida (the "Declaration"), hereby join in the Declaration and consent that the property owned by Atlantic Builders, Inc. shall be subject to all of the terms, provisions, easements, covenants, conditions and restrictions as set forth in the Declaration.

Signed, sealed and delivered in the presence of:

"OWNER"

ATLANTIC BUILDERS, INC., a Florida corporation

[Signature]
Print name: Alan B. Almand

By: [Signature]
William B. Towers, Jr.
Its _____ President

[Signature]
Print name: EVA S. ADAMS

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged this 22nd day of April, 1994, by William B. Towers, Jr., the _____ President of Atlantic Builders, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

[Signature]
ALAN B. ALMAND
Notary Public, State of Florida
My Comm. exp. Mar. 20, 1996
Comm. No. CG 103959
Print Name: _____
Notary Public
My Commission Expires: _____

CONSENT AND JOINDER TO SUPPLEMENTAL DECLARATION OF COVENANTS & RESTRICTIONS FOR AZALEA POINT AT PONTE VEDRA UNITS TWO-C AND TWO-D

The undersigned, who is the President of SURFSIDE HOMES, INC., a Florida corporation, the owner of record of Lots in AZALEA POINT AT PONTE VEDRA, UNIT TWO-C AND TWO-D, according to map thereof, recorded in Map Book 26, pages 100, 101, 102, 103 and 104, of the public records of St. Johns County, Florida, said lots being a portion of the real property as described in the Supplemental Declaration of Covenants and Restrictions which are being recorded in the public records of St. Johns County, Florida (the "Declaration"), hereby join in the Declaration and consent that the property owned by Surfside Homes, Inc. shall be subject to all of the terms, provisions, easements, covenants, conditions and restrictions as set forth in the Declaration.

Signed, sealed and delivered in the presence of:

"OWNER"

SURFSIDE HOMES, INC., a Florida corporation

[Signature]
Print name: C. THURST

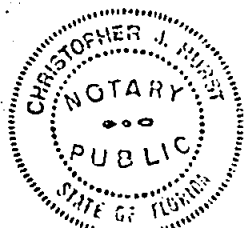
By: *[Signature]*
Louis E. Sabatier
Its _____ President

[Signature]
Print name: EVA S. ADAMS

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged this 21st day of April, 1994, by Louis E. Sabatier, the President of Surfside Homes, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and who did/did not take an oath.



[Signature]
Print Name: _____
Notary Public
My Commission Expires: _____

