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ORDINANCE NO. 83-10

AN ORDINANCE AMENDING ORDINANCE NO. 74-33. THIS ORDINANCE RE-ZONES AND RE-CLASSIFIES THE PROPERTY DESCRIBED IN AS ALL OF SECTION 40, TOWNSHIP 3 NORTH, RANGE 28 EAST, ALSO KNOWN AS "MARTIN ISLAND", OR ROBERT MILLER GRANT, IN NASSAU COUNTY, FLORIDA, FROM OPEN RURAL TO THAT OF A PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, on the 9th day of October, 1974, the Board of County Commissioners, Nassau County, Florida, did adopt ORDINANCE NO. 74-33, an Ordinance enacting and establishing a comprehensive zoning code for the unincorporated portion of Nassau County, Florida; and

WHEREAS, the "Owners" of that certain property described in the attached Exhibit "A" intend to sell the described property in accordance with a master plan; and

WHEREAS, the "Owners" of that certain property described in the attached Exhibit "A" have applied for a re-zoning and re-classification of that property from open rural to a Planned Unit Development (PUD).

WHEREAS, the Planning and Zoning Board of Nassau County has considered said application and held public hearings on the same after due notice, and made its findings and recommendations thereon; and

WHEREAS, the County Commission of Nassau County has considered the findings and recommendations of the Planning and Zoning Board and held its own public hearings on the application after due notice and also considered the Comprehensive Land Use Plan, and finds that the property described in the attached Exhibit "A" is suitable in location and character for the uses proposed in said application according to the criterion as set forth in Article VI, Section 15 of Ordinance No. 74-33 of the County of Nassau; and

WHEREAS, the County Commissioners recognize that Martin Island is an Estuarian Island surrounded by salt marshes, tidal rivers and basins and that due to the location of said Island that this Planned Unit Development (PUD) makes this Development distinct from Planned Unit Developments as addressed in Article VI, Section 15 of Ordinance No. 74-33; and

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WHEREAS, the Owners of the property described on attached Exhibit "A" are aware that, due to the unique location of said property, that the County of Nassau does not have the capability to provide fire, rescue, and police protection to said Island;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Nassau County that the application for the Planned Unit Development to be known as "Martin Island" is hereby approved and the land shall be re-zoned as a Planned Unit Development (PUD) in accordance with and subject to the provisions of Article VI, Section 15 of Ordinance No. 74-33 of the County of Nassau and further subject to the following conditions and requirements:

1. Definitions:

(a) "Owners" shall be the Saint Martin Island Development Company, Inc., its successors or assigns.

2. The "Owners" shall continually comply with all Federal, State and Local regulations and requirements and all Federal, State and Local environmental regulations and requirements.

3. "Owners" shall record the covenants and restrictions attached hereto as Exhibit "B" simultaneously with the adoption of this Ordinance. The County shall not be responsible for the enforcement of said covenants and restrictions.

4. The "Owners" or their successors or assigns prior to entering into any contract for sale of individual lots in any phase in the PUD shall record a plat of the lands encompassed by that phase in accordance with the code of the Ordinances of the County of Nassau.

5. "Owners" shall include in each deed conveying property a disclosure to each buyer that the County of Nassau does not and cannot provide fire, police or rescue protection for Martin Island.

6. The Planned Unit Development concept shall be as indicated on the map attached as Exhibit "C" and made a part hereof. The "Owners" and any successors or assigns shall be

governed by the designations indicated on said map.

7. "Owners" shall provide, in the deed conveying property within the PUD, language that reflects that there is a PUD Ordinance governing the said lands.

8. "Owners" shall, prior to the sale of any property, provide the Planning and Zoning Board with a plan and upon a finding of the Planning and Zoning Board that the plan conforms to the overall development plan, this Ordinance and the criterion set forth in Subsection 15.5 of Article IV, Section 15, Ordinance No. 74-33 of the Laws of Nassau County, Florida, then approval shall be granted.

9. The "Owners" shall not sell an entire phase as indicated on the attached map Exhibit "C" to one individual, individual corporation or association without prior notification to the Planning and Zoning Board and without the Planning and Zoning Board having received from the prospective Buyer, a written agreement acknowledging and agreeing to be governed by the Planned Unit Development Ordinance and master plan.

10. The "Owners" and their successors and assigns shall provide boat transportation to and from Martin Island for Nassau County Public Health Officials, Building Inspectors and other duly authorized Officials, when they are acting in their official capacity and said transportation shall be provided at no cost to the County of Nassau.

The schedule for the said transportation shall be arranged by mutual agreement with appropriate consideration given to tides.

12. All lots in the residential areas designated on the attached Exhibit "C" shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) living levels in height

and suitable accessory buildings, providing that such accessory structures are not used for any activity normally conducted as a business.

13. There shall be no commercial structures erected in any areas so designated on the attached Exhibit "C" prior to their proposed plan being submitted to the Planning and Zoning Board for review and approval and no permits shall be issued to allow construction of any structures within the commercial areas prior to the review and approval by the Planning and Zoning Board.

14. The time period for the completion of the sale and development of the property within the planning and development, shall be for a period of ten (10) years unless extended by the Board of County Commissioners.

15. This Ordinance shall take effect upon adoption by the Board of County Commissioners and filing in the Secretary of State's office.

ADOPTED this 22nd day of March, 1983 by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: Gene Blackwelder
Gene Blackwelder
Its: Chairman

ATTEST:

T. J. Greason
T. J. Greason
Its: Ex-Officio Clerk

EXHIBIT "A"

All of Section Forth (40), Township Three (3) North,
Range Twenty-eight (28) East, also known as "MARTIN
ISLAND", or Robert Miller Grant, in Nassau County,
Florida.

DECLARATION OF RIGHTS, RESTRICTIONS, CONDITIONS, AND COVENANTS FOR
MARTIN ISLAND, NASSAU COUNTY, FLORIDA

This Declaration made this _____ day of _____, 1982, by ST. MARTIN ISLAND DEVELOPMENT COMPANY, INCORPORATED, hereinafter referred to as "the Company", a corporation organized under the laws of the State of Florida and qualified to do business in Florida:

WITNESSETH:

WHEREAS, the Company is the owner of certain real property located in Nassau County, Florida, on which it desires to create a planned unit development community known as "Martin Island"; and

WHEREAS, the Company desires to provide for the preservation and enhancement of the property values, amenities, ecology, and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land, environment and improvements thereon, and whereas to this end desires to establish certain rights, restrictions, conditions and covenants which will be imposed upon all parcels of real property in Martin Island by incorporating these restrictions by reference in conveyances, or other instruments affecting title of such property from the Company to third parties;

NOW, THEREFORE, the Company hereby declares that all of the provisions herein contained are rights, restrictions, conditions and covenants running with those lands conveyed by the Company by instruments hereafter made which make specific reference to this Declaration and citing its place of recording in the Official Records of Nassau County, Florida.

PART I.

DEFINITIONS:

1. The following words and terms when used in this Declaration or any amendment hereto or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a.) "Company" shall mean and refer to St. Martin Island Development Company, Incorporated, its successors or assigns.

(b.) "Conservancy" shall mean and refer to the "Martin Island Conservancy, Incorporated" a Florida, not for profit corporation, its successors and assigns, an association of all property owners of Martin Island.

(c.) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Conditions and Covenants for Martin Island, Nassau County, Florida.

(d.) "Martin Island" shall mean and refer to those lands of the Company subject to this Declaration which lands are designated for use as single family dwelling lots, commercial areas and common areas.

(e.) "Lot Owner" shall mean and refer to the owner of fee simple title to a Lot, his leasees, successors, assigns, heirs and personal representatives.

(f.) "Structure" shall mean and refer to a house, building, pool, pond, walk, access way or other improvement which can be constructed, erected or placed upon real property.

Exhibit "B"

(g.) "Enclosed Dwelling Area" shall mean and refer to the interior area of a structure available for the residential use of its occupants, but shall not include garages, boat sheds, terraces, decks, open porches, or similar areas, but shall include screened porches if the roof of such porch forms an integral part of the roof line of the main structure to which it is attached or if such screened porches are on the ground floor of a two or three story structure.

(h.) "Single Family Dwelling Areas" shall mean and refer to any real property in Martin Island on which are constructed improvements for single family residential use.

(i.) "Homeowner" shall mean and refer to the owner of fee simple title to any property covered hereby with residential improvements constructed thereon, his lessees, successors, assigns, heirs and personal representatives.

(j.) "Common Area" shall mean and refer to all real property and improvements thereon designated and dedicated for the use and enjoyment of all of the members of the Conservancy.

(k.) "Review Board" shall refer to and include two (2) representatives of St. Martin Island Development Company, Inc., of Florida, its heirs and assigns.

(l.) "Commercial Area" shall mean and refer to all real property and improvements thereon designated and reserved for business or commercial use.

PART II.

MARTIN ISLAND CONSERVANCY

1. The Conservancy is a not for profit corporation organized and existing under the laws of Florida charged with the duties and vested with the powers prescribed by law and set forth in its By-Laws.

2. Every Lot Owner shall be a member of the Conservancy; membership shall be appurtenant to and may not be separated from ownership of a Lot.

3. Each member 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.

PART III.

COMMON AREA

1. The Conservancy, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control, for the benefit of the Members, of the Common Areas and all the improvements thereon, and shall keep the same in good, clean, attractive, and sanitary conditions, order and repair.

2. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot.

3. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established by the Conservancy.

4. The Owner's easement of enjoyment created hereby shall be subject to the following:

(a.) The right of The Conservancy to establish reasonable fees for the use of Common Area facilities.

(b.) The right of The Conservancy to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid.

(c.) The right of The Conservancy to regulate the use of the Common Area for the benefit of Members.

5. The Company may retain legal title to all or part of the Common Area until 80% of the parcels (lots) shown on the approved PUD site plan have been sold.

6. The Company hereby covenants that real property it may convey to The Conservancy as Common Area shall be free and clear of liens and financial encumbrances at the time of conveyance.

PART IV.

SINGLE FAMILY DWELLING AND COMMERCIAL AREAS

1. No building, fence or other structure shall be erected, placed or altered on any lot in a Residential/Commercial Area until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, access ways, and provisions for drainage and water run-off), and construction schedule shall have been approved in writing by the Review Board, its successors or assigns. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Review Board. One (1) copy of all plans and related data shall be furnished the Company for its records and for use by the Review Board. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

Setback

2. No plans will be approved unless the proposed building will have the minimum required square footage of enclosed area. Such minimum requirements for each lot will normally be specified in each sales contract, and expressly stipulated in each deed.

3. In order to protect the natural drainage and the beauty of the vegetation and topography of Martin Island, written approval of the Company through its Review Board is hereby required for the removal, reduction, cutting down, excavation or lowering of the terrain. (No trees measuring six (6) inches or more in diameter at a point two (2) feet above the ground level may be removed without the written approval of the Company.) Written approval will be granted for the minimum amount of earth movement and tree removal required in plans and specifications approved pursuant to the provisions of paragraph 1 of this Part II.

4. Since the Establishment of standard inflexible building setback lines for location of houses on lots tend to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees, solar insolation, etc., no specific setback lines are established by these covenants. In order to assure, however, that

location of houses will be staggered where practical and appropriate so that the maximum amount of view, breeze, and solar insolation will be available to each house; that the structures will be located with regard to the ecological constraints and topography of each individual lot, the Company, through its Review Board, reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the single family dwelling areas. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

5. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. All lots in the Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height and suitable accessory buildings which may include a detached private garage, aircraft hangar, solar, wind or other renewable energy structure, and/or servant's quarters, providing the use of such dwelling or accessory structures, do not overcrowd the site and provided further, that such structures are not used for any activity normally conducted as a business.

7. No temporary structures, mobile homes, or mobile storage facilities will be permitted on any residential lot.

COMMERCIAL
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8. The Commercial Areas shall be used only for those businesses or services that directly benefit Martin Island residents and owners, or that provide limited residential facilities for transients, i.e. a "Country Inn".

9. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

11. The Company reserves for itself, and its agents the right to enter upon any lot on which a building has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Review Board for such plan), for the purpose of removing, clearing, or cleaning weeds, debris or other growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of Martin Island. Such entrance for the purpose of removing, cleaning or clearing shall not be deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to clear or clean any lot nor to provide garbage or trash removal services. It shall be the responsibility of each lot owner to provide for trash removal from the island.

12. Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage. Use of approved waterless composting toilets is encouraged as an ecologically sound sewage disposal method. Otherwise, and for other wastes, use shall be made of a septic tank or tanks. No sewage shall be emptied or discharged into the open ground, any creek, marsh, river, pond or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority or other public authorities. Approval of such system shall be obtained from such authority prior to the use of the system.

13. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves itself, its successors, or assigns, the right to replat any lot or lots shown on the plat of the subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site.

14. On the resale of any lot or the divided portion thereof, the deed or instrument of conveyance shall contain a provision incorporating by reference the Covenants and Restrictions set forth in this Declaration. Further, the contract seller shall notify the Company of the Contract Purchaser and the scheduled date and place conveyance shall be accomplished. The Company shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such lot at time of conveyance. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the seller's account at the closing and transmitted directly to the Conservancy.

PART V

ASSESSMENTS

1. The Company hereby covenants for each Lot within the subdivision, and each Lot Owner is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay the annual and special assessments for maintenance of the Common Area, fare and recreation of the residents of Martin Island, as may be determined by the Conservancy in accordance with this Declaration and the Articles and Bylaws of the Conservancy. Such assessments will be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorneys' 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 attorneys' 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.

2. The Conservancy shall maintain a reserve account in a banking institution located in Nassau County, Florida and shall deposit therein assessments collected from Lot Owners for the maintenance, repair and replacement of the Common Area. The Board of Directors shall annually determine the amount of the maintenance assessment based on the currently estimated replacement cost divided by the estimated useful life, stated in years, of the Common Area and improvements. The annual assessments

levied by the Conservancy shall be used exclusively for the improvement and maintenance of the Common Area and related improvements, except that assessments for other items may be made by the Directors if approved by seventy-five percent (75%) of the Lot Owners.

3. In addition to the periodic assessments authorized above, the Conservancy 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 any capital improvement located in or on the Common Area. Any such assessment shall require the approval of seventy-five percent (75%) of the Lot Owners, and may be made payable over more than one assessment year.

4. Both annual and special assessments must be fixed at a uniform rate for each category of lots.

5. The board of directors shall fix the amount of the annual assessment against each lot at least 60 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 Conservancy, setting forth whether the assessments against a specific lot have been paid.

6. Any assessment not paid within 60 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Conservancy may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

7. 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 which 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.

8. When a lot is sold or otherwise transferred its appurtenant share of common elements and expenses is automatically transferred to the new owner of the Lot.

9. The initial amount of the Common Area assessment for the Conservancy will be \$100 a year, to be paid on the first day of the new year.

10. The authority to increase the common area assessment will be initially with the St. Martin Island Development Company, and then be transferred to the Conservancy.

PART VI

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS, TOGETHER WITH AFTERWORD:

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors

and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the the Lot Owners substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a Court of equity jurisdiction, "substantially affected" shall mean those lots shown on the plat showing the lots to be modified in permitted use by the change.

2. In the event of a violation or breach of any of the restrictions contained herein by any Lot Owner or Homeowner, or agent of such Lot Owner or Homeowner, the owner of lots in the neighborhood or subdivision, the Conservancy, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the Homeowner or Lot Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Martin Island.

4. It is the true intent and purpose of the Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Martin Island, properties conveyed by the Company to grantees of the Company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being applicable to such conveyances by specific reference in individual deeds. In the event of subsequent amendments or additions, as provided for in paragraph 3, to the Declaration to the extent that there is any variation from any addition to covenants herein recorded, such subsequent amendment may also be referenced in deeds of conveyance.

5. The Company reserves the right to assign any or all of its right or rights reserved in these covenants to The Martin Island Conservancy, Inc., including but not limited to the right to add additional restrictive covenants in respect to lands conveyed in the future, and the right to approve or disapprove plans, specifications, color, finish, plot plan and construction schedules. The assignment of the Company's rights may also be to a committee composed of Homeowners and Lot Owners as to an outside group only upon consent of all Lot Owners.

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PART VII
EASEMENTS

1. Utility Easements There is hereby created an easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior wall of Living Units providing such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph (1) no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Conservancy, and (2) it shall not be construed to apply to the relocation, installation or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties.

2. Developer's Easement to Correct Drainage. For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

3. Construction Easements and Rights. Notwithstanding any provision of this Declaration, so long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for movement and storage of building materials and equipment. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

4. Easement to Inspect. There is hereby created an easement in favor of the Conservancy for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) performing such maintenance as is required by the Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspec-

tion at least three days in advance thereof and such inspection is performed during reasonable hours.

5. Easement for Lot Owners. There is hereby created a twenty (20) foot periphery scenic view easement for the use of all lot owners around the perimeter of Martin Island.

PART VIII

GENERAL CONDITIONS

1. Martin Island is an estuarian island surrounded by salt marsh, tidal rivers, and basins. No direct road connection between mainland and island can reasonably be expected. Therefore, the Company and the Conservancy have absolved the county from having any responsibility for the services normally provided by road vehicles. These vehicular services to the island include fire protection, police protection, school transportation rescue services, road maintenance, and garbage collection. There are no land areas dedicated to the county, therefore, the county will not have any responsibility for maintenance.

2. Members with school age children will be responsible for getting their children to appropriate mainland bus stops for transportation to the selected school systems.

3. Public health officials and building inspectors, when acting in their official capacity will be provided boat transportation to the island by either the individual owners or by the Conservancy.

4. Owners are individually responsible for the disposal of solid wastes generated on their sites in a manner that does not pollute air or water, result in the defacement of the area or the destruction of natural resources.

5. Owners are individually responsible for minimizing the risk of fire to their property and to the Common Areas. The Conservancy, with the assistance and support of the owners, will maintain a limited system of firebreaks, consistent with the preservation of the ecology, to help contain accidental fires.

6. No paved roads or other ecologically unsound areas of hardstand will be permitted on the island. Trails suitable for the regular use of light-weight all terrain vehicles and the occasional use of material delivery trucks will serve all lots.

Privately owned mechanical land transportation devices shall be permitted on the island and they must have proper safety features, including but not limited to brakes, mufflers and lights. Owners may be required to have high flotation tires in order to minimize damage to trails.

7. Owners are permitted to have horses and other domesticated animals or livestock in commercial or residential areas if their property is two acres or more. The Company and the Conservancy may restrict or remove any animals which in their sole opinion, are not in the best interest

of Martin Island.

8. The Conservancy and Owners shall at all times be positive in planning and deed to protect and preserve the ecology of Martin Island and the surrounding estuary. No structural encroachment beyond the mean high water line will be made by any owner without the approval of the Conservancy and valid permits from all applicable County, State and Federal agencies.

IN WITNESS WHEREOF, ST. MARTIN ISLAND DEVELOPMENT COMPANY, INC. has executed this Declaration by and through its duly authorized officers and has caused the corporate seal to be affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

ST. MARTIN ISLAND DEVELOPMENT COMPANY

By: _____
Its President

Attest: _____
Its Secretary

STATE OF: _____

COUNTY OF: _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in this State and County aforesaid to take acknowledgements, personally appeared _____ and _____ to me well known to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively, of _____ Company of _____, Inc., the corporation named therein, and severally acknowledged to and before me that they executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this _____ day of _____, 1981.

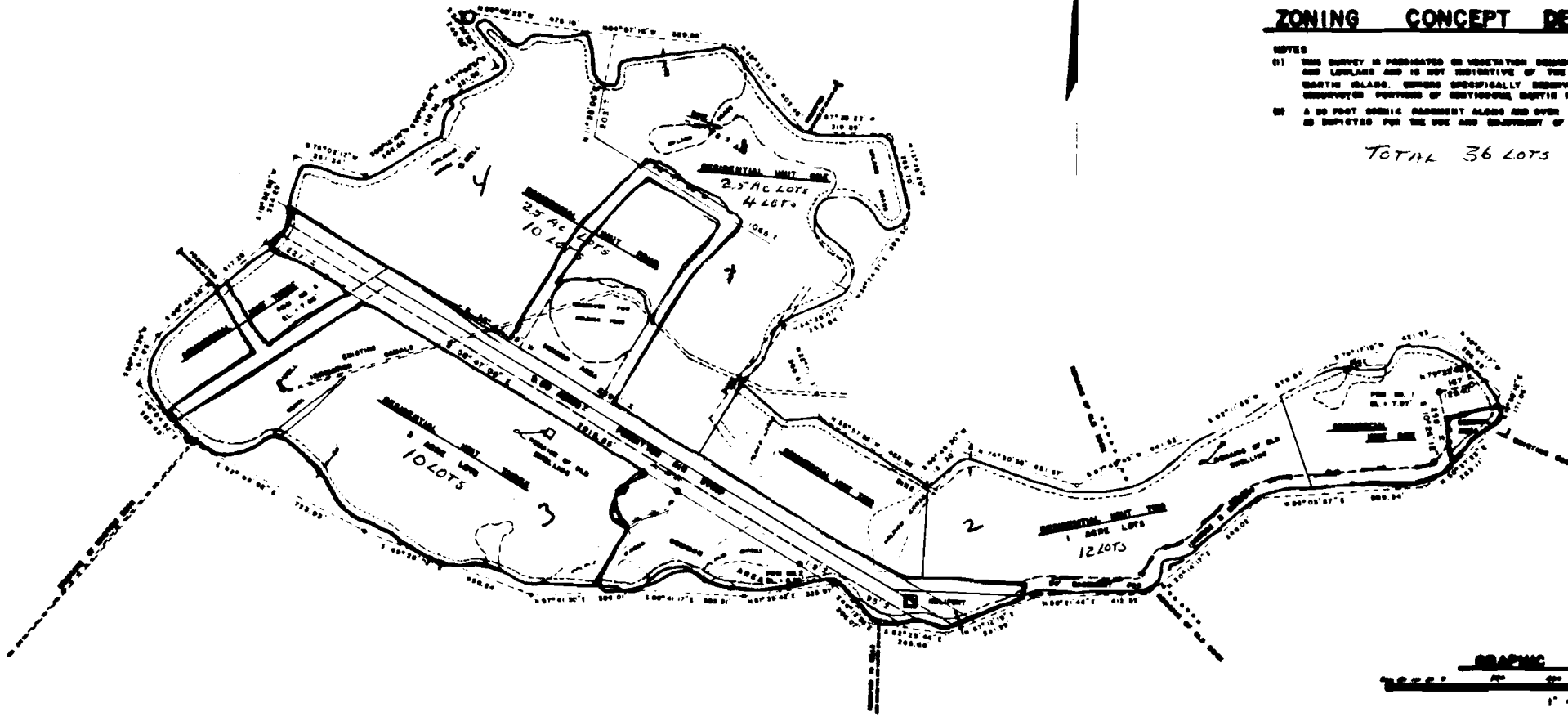
Notary Public, State of
My Commission Expires: _____

(Notarial Seal)

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**MAP TO SHOW BOUNDARY SURVEY OF
SECTION 40, (ROBERT MILLER GRANT), TOWNSHIP 3 NORTH, RANGE 28 EAST,
NASSAU COUNTY, FLORIDA
MARTIN ISLAND
FOR
SMIDCO**

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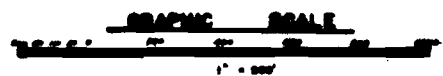
ZONING CONCEPT DECLARATION

NOTES

01 THIS SURVEY IS PREDICATED ON VEGETATION DEMARCATION BETWEEN UPLAND AND LOWLAND AND IS NOT INDICATIVE OF THE TRUE BOUNDARIES OF MARTIN ISLAND, WHICH SPECIFICALLY SHOWS BOUNDARY OF VARIOUS PORTIONS OF MARTIN ISLAND ABOVE BOUNDARY LINE.

02 A 30 FOOT BARRIAGE BLANKS ARE OVER THE UPLAND PORTION AS INDICATED FOR THE USE AND ENJOYMENT OF LOT OWNERS.

TOTAL 36 LOTS



LEGEND

□ 10' WIDE

○ 20' WIDE

CERTIFICATION

I, **DAVID MITCHELL**, hereby certify that this plan represents a survey performed under my direction and supervision and to the best of my knowledge and belief, there are no encroachments upon the land shown.

DATE: 11-20-08



Exhibit "C"