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**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
BARTRAM DOWNS**

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
BARTRAM DOWNS

THIS DECLARATION is made this ____ day of August, 2002, by **BAR T RANCH, LLC**, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration of Covenants and Restrictions (the "Declaration ") which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agrees to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 2.1 **Adjoining Lots**. The following Lots within the Property: Lots 1 and 2; Lots 3 and 4; Lots 5 and 6; Lots 7 and 8; Lots 15 and 16; Lots 17 and 18; Lots 19 and 20.

Section 2.2 **Architectural Guidelines**. The governing document which establishes architectural standards and guidelines for improvements and modifications to Lots, including but not limited to, structures for landscaping and other objects or structures on Lots, a copy of which shall be provided to each Owner upon taking title to the Lot, and by this reference are incorporated herein.

Section 2.3 **Association**. The Bartram Downs Homeowners Association, Inc., a Florida

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corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.4 **Board**. The Board of Directors of the Association.

Section 2.5 **Building Envelope**. The portion of each Lot depicted on the PRD Master Development Plan or on any plat of any portion of the Property recorded in the public records of St. Johns County, Florida, as being usable for a residential dwelling.

Section 2.6 **Common Area**. "Common Areas" shall mean and refer to all property and any interest therein (including the improvements thereto), if any, owned by the Association or shown on the PRD Master Development or as depicted on any plat of the Property or any property annexed thereto as common areas or any easements granted to the Association, which are for the common use and enjoyment of the Owners. The Developer may hereafter convey portions of the Properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

Section 2.7 **Common Driveway**. The driveway serving any two (2) Adjoining Lots and located along the common boundary of such Adjoining Lots.

Section 2.8 **Developer**. The Developer is Bar T Ranch, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign, in its sole discretion, all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Bar T Ranch, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Bar T Ranch, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Bar T Ranch, LLC and develop and resell the same.

Section 2.9 **Development Area**. That portion of the Property depicted on the PRD Master Development Plan or as depicted on any plat of any portion of the Property recorded in the public records of St. Johns County, Florida as "Development Area."

Section 2.10 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

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Section 2.11 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one residential dwelling has been or could be constructed, which includes the Building Envelope and that portion of the Reserve Area deeded to each individual Owner.

Section 2.12 **Owner**. The record owner or owners of any Lot.

Section 2.13 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.14 **PRD**. Planned Rural Development Ordinance Number 2002-8, as recorded in Official Records Book O, page 916 of the public records of St. Johns County, Florida, as enacted by the Board of County Commissioners of St. Johns County, Florida, (the "PRD"), as the same may be amended from time to time.

Section 2.15 **PRD Master Development Plan**. The master land use plan attached to and made part of the PRD. As the PRD Master Development Plan is a conceptual plan, if there is any conflict between the designations shown on the PRD Master Development Plan attached as Exhibit D and any plat of any portion of the Property, the plat shall control.

Section 2.16 **Reserve Area**. The portion of each Lot depicted on the PRD Master Development Plan or on any plat of any portion of the Property recorded in the public records of St. Johns County, Florida, as being used for any accessory purposes, more particularly specified in Section 10.2 hereinafter. The Reserve Area surrounds the front, side and rear portions of each Building Envelope, but does not include the Building Envelope.

Section 2.17 **Stormwater System Lakes**. Those certain lakes located on portions of Lots 13 and 20 that make up the Surface Water or Stormwater Management System, as shown on the PRD Master Development Plan.

Section 2.18 **Subdivision Road**. The main road of the Subdivision as shown on the PRD Master Development Plan as "Catherine Towers Lane."

Section 2.19 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within or serving the property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. For purposes of this Declaration, the Surface Water or Stormwater Management Systems shall be deemed to be part of the Common Area.

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ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
THE ASSOCIATION

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

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Section 4.2 **Classes and Voting.** The Association shall have two classes of membership:

(a) **Class A Members.** The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the date which is three (3) months following the date that ninety percent (90%) of the Lots have been conveyed to Owners other than the Developer.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** At such time as the Developer shall determine in its sole discretion, all of the Common Area owned by the Developer shall be conveyed or assigned to the Association, and the Association shall accept such conveyance or assignment.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose), which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the PRD or any environmental permit;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration;

(f) Conservation easements or similar restrictions to which the Common Area, or portions thereof, may be subjected by the Developer or the Association after the date of this Declaration.

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Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.6 hereof, or subsequently designated as such by the Developer pursuant to Section 2.6 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the road surfaces, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

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Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a non-exclusive perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1 **Preservation of Beauty.** In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VI, and every Lot Owner agrees to be bound hereby.

Section 6.2 **Architectural Review Committees.** Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards:

(a) The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by Developer. The NCC shall review and approve all such initial construction, whether performed by Developer, a builder to whom Developer has conveyed one or more Lots, or an Owner.

(b) The Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be appointed by Developer.

(c) The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the construction of any building, barn, or shed, and installation or change to the exterior of any building, fence, wall, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, well enclosure, irrigation system, landscaping modification, solar energy system, satellite dish, disposal system, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

Section 6.3 **Powers and Duties of the NCC and MC.** The NCC and MC shall have the following powers and duties:

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(a) To promulgate Architectural Guidelines. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Guidelines by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

(b) To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

(c) To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

(d) Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VI hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

(e) If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

(f) Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Developer and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

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(g) The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

Section 6.4 **Procedure for Approval of Plans.** The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

Section 6.5 **Limitation of Liability.** Developer, Developer's Affiliates, the Association, its officers, the Board, the NCC, the MC, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Developer has approved or featured such contractor as a builder in Bartram Downs; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

ARTICLE VII **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles or the Bylaws. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area.

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7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) All Lot Owners shall pay an equal share of annual and special assessments which shall be established at a uniform rate per Lot.

(b) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectible in the manner established by the Board of Directors at the time such assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer.** The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer

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shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** During the Development Period (as defined below), the Lots and other portions of the Property owned by the Developer shall not be subject to any annual assessments or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the recordation of this Declaration in the current public records of St. Johns County, Florida and shall continue until the Developer shall be in ownership of less than ten per-cent (10%) of the Lots, or until such earlier date as the Developer shall determine in its sole discretion. Upon termination of the Development Period, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII **EXTERIOR MAINTENANCE ASSESSMENT**

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot requiring same, when necessary in the sole discretion of the Association's Board of Directors, to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have thirty (30) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessment of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any

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day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 **Water System**. Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more wells and associated equipment for potable water service for all improvements constructed upon each Lot.

Section 9.2 **Sewage System**. Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more septic tanks and associated drain fields and equipment for sanitary sewage service for all improvements constructed upon each Lot. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal or roadway. All septic tanks and drain fields shall be located in the rear portion of the Building Envelope or in the rear portion of the Reserve Area, and shall be subject to review and approval pursuant to Article VI of this Declaration. In no event, however, shall any septic tanks and drain fields be permitted to be located in that portion of the Reserve Area surrounding the front and side portions of the Building Envelope of a Lot.

Section 9.3 **Garbage Collection**.

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by St. Johns County, Florida. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

(b) Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 9.4 **Utility Service**. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, telephone, cable television, and any other utility services for service to such Lot. With the exception of electric utility lines, all telephone lines and connections between the main utility line located in the public right of way and the residence and other buildings located on each Lot shall be located underground or concealed from public view.

Section 9.5 **Fire Protection**. The Property has or will be developed in accordance with requirements of Part 6.03 of the St. Johns County Land Development Code, as amended February 26, 2002 (the "Code"). The obligation to provide maintenance of any required fire protection water supply are or will be transferred to the Association, and the Association has the obligation to assure that all maintenance obligations are satisfied.

No Owner shall perform any activities on their respective Lot that would alter

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or otherwise interfere with any fire protection water supply as required under the Code.

In the event that an Owner violates the provisions of this Section 9.5 or the Code, and for any reason the Developer or the Association is cited therefore, the Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith including, without limitation, all costs and attorneys' fees as well as all costs of curing such violation.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Building Envelopes**. Permitted construction within each Building Envelope includes residential dwellings consisting of conventional homes and modular homes, subject to the approval of the NCC, except that one or more Building Envelopes may be used for sales and construction facilities and model homes during the development and sale of Lots within the Property. Mobile Homes are permitted to be placed within a Building Envelope only for a period not to exceed two (2) years from the date on which the first Owner following recording of the plat takes record title to the Lot, subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld. The NCC or MC shall consider, in its sole discretion, such criteria including, but not limited to, size, color, age, make, model, condition, and the like for such mobile homes. In all cases, and at all times, any mobile home previously approved shall be maintained in a neat and attractive condition and be in as good repair and in substantially the same mechanical and aesthetic condition as such mobile home was on the date of initial approval. No such mobile homes shall be rented or leased to any party. The maximum height of all residential structures is limited to thirty-five feet (35'). Except as otherwise permitted by the PRD, no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof, except home occupations consistent with the provisions of the St. Johns County Land Development Code. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer. Each detached single family residence constructed within the Building Envelope is subject to the approval of the NCC.

10.1.1 **Mailboxes**. Mailboxes for each residence shall be located on the Building Envelope side of the driveway, and shall prominently display the street address number of the Lot. The materials and style of the mailboxes must be consistent with the style and materials of the main dwelling structure, and shall not exceed a width of two feet by two feet (2' x 2') and a height of four feet (4').

Section 10.2 **Reserve Area**. The Reserve Areas as shown on the PRD Master Development Plan (or as it may be superseded by a subsequently recorded plat) may be used for accessory structures, buffers, conservation and vegetative natural buffer easements or mitigation areas, agricultural, silvicultural, retention, docks, boardwalks, aquacultural, livestock, horses and

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other animals, recreation, or open space purposes. No residential dwellings shall be constructed within any Reserve Area pursuant to this Section 10.2. Barn structures shall be permitted within the front portion of the Reserve Area of Lots 8, 10, 11, 12 and 13. For all other Lots, barn structures shall be permitted only in the rear portion of each Reserve Area. In all instances, barn structures shall not exceed thirty-nine and one-half feet (39½') in height. In all instances, wells, septic tanks and drain fields shall be located within the rear portion of each Reserve Area so as to permit proper separation between such uses.

Section 10.3 **Common Area**. The Common Area shall be used solely for roadways, drainage facilities serving the Lots, and for recreation or open space purposes; provided however, timber may be harvested from the Common Area except where prohibited by a conservation easement or similar restriction. No residential dwellings shall be constructed within any portion of the Common Area.

Section 10.4 **Detached and Attached Garages and Accessory Structures**. Every residence constructed shall have an attached or detached garage, or other vehicle storage area approved by NCC. All garages and other vehicle storage areas shall contain at least enough space to park two (2) full size automobiles. It is preferred that garages have a side entry relative to the orientation of the associated residential dwelling, and may be located in the front of or in the rear of the Building Envelope. Alternative garage designs may be permitted, subject to the approval of the NCC or the MC, as applicable, in its sole discretion. Other vehicle storage areas may be located within the rear portions of the Reserve Area, subject to the approval of the NCC or the MC, as applicable, in its sole discretion. Accessory buildings and uses shall be permitted in the front portion of the Reserve Area of Lots 8, 10, 11, 12 and 13. For all other Lots, accessory building and uses must be located in the rear portion of the Building Envelope or rear portion of the Reserve Area.

Section 10.5 **Setbacks**. Notwithstanding the following setbacks, all residential structures must be located within the Building Envelope, and all of the following setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot boundary as more particularly shown on the plat

10.5.1 **Front**. No dwelling shall be erected within twenty-five feet (25') of any front Lot boundary.

10.5.2 **Side**. No dwelling shall be erected within seven and one-half feet (7 1/2') of any side Lot boundary.

10.5.3 **Rear**. No dwelling shall be erected within ten feet (10') of any rear Lot boundary.

10.5.4 **Other**. No structure shall be constructed within fifty feet (50') of the right-of-way of County Road 16-A. The setbacks applicable to all structures shall be as stated in the PRD.

10.5.5 **Easement Areas**. No dwelling shall be erected within any easement

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area shown on any plat of all or any portion of the Property or within any easement reserved by this Declaration.

Section 10.6 **Recreational Vehicles, Boats, Farm Equipment, Trailers, Trucks, etc.** No recreational vehicles, boats, farm equipment, trailers, trucks, or other motor vehicles, except four wheel passenger automobiles, and except as otherwise permitted by the Declaration, shall be placed, parked or stored within the front yard of any Building Envelope. All boats, recreational vehicles, trucks, trailers, tractors, or other motor vehicles shall be parked in the rear of the Building Envelope. No maintenance or repair shall be performed upon any recreational vehicle, boat, farm equipment, trailer, truck, or motor vehicle except within a building or in the rear portion of the Building Envelope. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. LOTS 8, 9, 10, 11, 12 AND 13 ARE EXCLUDED FROM THE PROVISIONS OF THIS SECTION 10.6.

Section 10.7 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Antenna.** Subject to the rules and regulations promulgated by the Federal Communications Commission ("FCC") from time to time, the installation of all aerials, antennae or satellite dishes shall be subject to the approval of the NCC or MC, in accordance with the Architectural Guidelines, but in no event shall any aerials, antennae or satellite dishes be installed or located in front of any structure, in the front portion of a Building Envelope, or in the front portion of the Reserve Area in front of the Building Envelope and must, at all times, be reasonably screened from public view.

Section 10.9 **Lakes.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from the Stormwater System Lakes, for the purpose of irrigation or other use, or to place any refuse therein. The Developer and the Association shall have the sole and absolute right and, the Association shall have the obligation to control the water level of the Stormwater System Lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi therein. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Drainage flow to or from the Stormwater System Lakes shall not be obstructed or diverted, except by the Association. No boat, watercraft, or any related water transportation or recreational vehicle or device, whether manually powered, motorized, gas powered, or otherwise, shall be permitted to be operated on any Stormwater System Lake, except by the Association in connection with the maintenance of the Surface Water or Stormwater Management System. Owners of Lots 13 and 20 ("Lake Parcel Owners") shall maintain the embankment of the Stormwater System Lake located on their respective Lots so that

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such grass, planting or other lateral support to prevent erosion of the embankment adjacent to each Stormwater System Lake, and the height, grade and contour of the embankment of each shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation of a Stormwater System Lake shall be maintained and controlled by the Lake Parcel Owner pursuant to the requirements of Sections 10.13 and 10.16 hereof. If a Lake Parcel Owner fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lake Parcel Owner pursuant to the provisions of Article VIII of this Declaration. Title to any Lot on which a Stormwater System Lake is situated shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on Stormwater System Lake embankments unless and until same shall have been approved by the NCC or MC, as the case may be. The Association shall have the right to adopt, with the cooperation and input of the Lake Parcel Owner, reasonable rules and regulations from time to time in connection with use of the surface waters of any Stormwater System Lake. The Association and the Lake Parcel Owners shall have the right to deny such use to any person who in the opinion of the Association and the respective Lake Parcel Owner, may create or participate in the disturbance or nuisance on any part of the surface waters of a Stormwater System Lake. The use of the surface waters of any Stormwater System Lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association. THE MANMADE LAKES LOCATED BEHIND AND NORTH OF THE BUILDING ENVELOPES OF LOTS 10, 11, 12 AND 13 ("NORTH LAKES") ARE NOT INCLUDED IN THE COMMON AREA, ARE PRIVATE LAKES AND, THUS ARE EXCLUDED FROM THE PROVISIONS OF THIS SECTION 10.9. OWNERS OF THE OTHER LOTS WITHIN THE PROPERTY ARE PROHIBITED FROM USING THE NORTH LAKES FOR ANY PURPOSE AS USE OF THE NORTH LAKES IS EXCLUSIVELY FOR THE OWNERS OF LOTS 10, 11, 12 AND 13.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 10.9 HEREOF.

Section 10.10 **Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner thereof shall remove all debris immediately and restore the Lot to an orderly condition within a reasonable time, not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 **Trees and Landscaping.** Except for pine trees, no tree or shrub, the trunk of which exceeds six inches (6") in diameter one foot (1') above the ground, shall be cut down, destroyed or removed from any Lot without the prior written consent of the Developer. Each Owner is obligated to plant a minimum of fifteen (15) trees, the trunks of which must be at least two inches (2") in diameter at breast height, and sod with St. Augustine or Floratam sod, a minimum of fifty percent (50%) of the portion of the Reserve Area between the edge of the pavement of the Subdivision Road and the Building Envelope. Mulch and other ground cover is encouraged in the

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remaining un-sodded portion of the Reserve Area described in this Section 10.11.

Section 10.12 **Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer or the MC, as the case may be. In addition to the obligations set forth in Section 10.11, each Owner may install sod, plants, shrubs and other vegetation in the Reserve Area.

Section 10.13 **Maintenance of Lots**. Lots shall at all times be maintained in a neat and attractive condition and all landscaping shall be maintained in a neat, attractive and orderly manner, including regular maintenance of grass, plants, plant beds, trees, turf and proper irrigation, all in a manner with such frequency as is consistent with good property management.

Section 10.14 **Miscellaneous Objects**. No objects, including but not limited to, signs of any kind, flagpoles, trash cans or the like, shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association. Recycling bins are permitted in accordance with Section 9.3.

Section 10.15 **Lighting**. No lighting shall be permitted on any Lot which alters the character of the Subdivision. Exterior or overhead lighting shall be permitted in the rear portion of the Reserve Area, subject to approval of the MC, but in no event shall installation of overhead lighting be permitted in the portion of the Reserve Area surrounding the front and sides of each Building Envelope.

Section 10.16 **Maintenance of Lots and Limited Common Areas**. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and Limited Common Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot or Limited Common Area for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 **Fences**. Chain link fences are prohibited on any portion of the Property. No

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fence shall be located closer than seventy feet (70') from the edge of the pavement of the Subdivision Road. Any fence that is placed parallel to the Subdivision Road, shall be landscaped with, at a minimum, five (5) gallon plants, which shall be planted every twelve inches (12") on center. Such landscaping shall be maintained in a manner and with such frequency as is consistent with good property management and in accordance with Sections 10.13 and 10.16 herein. Subject to the restrictions of this Section 10.17, the following types of fences shall be permitted:

1. Privacy Fence. This fence type shall be four feet (4') in height, picket design, constructed of cedar or cypress, and may not be painted.
2. Animal Control. This fence type is typically used for animal control and to define property lines or enclose the Lot area without obscuring views, and shall be subject to the following:
 - Height shall not exceed four feet (4');
 - Four inch (4") square or three inch (3") round posts shall be placed every four feet (4') on center along the entire length of the fence; such poses shall be attached to the fence, perpendicular to the ground, and shall be set in the ground a minimum of one foot (1');
 - Interior fence material shall consist of either field fence, hog wire or horse wire;
 - Exterior fence material and design shall consist of three (3), one inch by six inch (1" x 6") black board runners; such board runners shall be placed at the top, middle and bottom of the fence, a minimum of eight inches (8") but no more than ten inches (10") apart, and shall run along the entire length of the fence, provided however, that the bottom board runners are placed six inches (6") from the ground, and the top board runners are placed level across the entire length of the fence, without regard to the natural grade of the land.

Adjoining Lot Owners are encouraged to cooperate with one another in the placement and design of their fencing so as to present a unified, contiguous and complementary appearance.

Section 10.18 Common PRD. Due to the integrated nature of the Property and the lands described by the PRD, no Owner, or any other person or entity shall construct any improvements upon any Lot or any other portion of the Property, nor take any other action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the PRD, as the same may be amended from time to time, without the prior written consent of the Developer. Information concerning the requirements for amending or changing the PRD may be obtained from the St. Johns County, Florida Planning Department. All amendments or changes to the PRD are subject to the approval of St. Johns County, Florida.

Section 10.19 Compliance with Laws. All Owners and other occupants of the Property shall at all times comply with the terms of the PRD, and all environmental, land use, marketing and

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consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.20 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.21 **Regulated Areas and Permits.**

10.21.1 **Conservation Easement Areas.** PURSUANT TO THE PROVISIONS OF SECTION 704.06, FLORIDA STATUTES, DEVELOPER HAS GRANTED OR WILL GRANT TO THE SJRWMD A CONSERVATION EASEMENT IN PERPETUITY OVER THE PROPERTY DESCRIBED IN THE CONSERVATION EASEMENT WHICH IS OR WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (THE "CONSERVATION EASEMENT"). DEVELOPER HAS GRANTED OR WILL GRANT THE CONSERVATION EASEMENT AS A CONDITION OF PERMIT NUMBER 4-109-84347 ISSUED BY THE SJRWMD (THE "PERMIT"), SOLELY TO OFFSET ADVERSE IMPACTS TO NATURAL RESOURCES, FISH AND WILDLIFE AND WETLAND FUNCTIONS.

10.21.2 **Environmental Permits and Restrictions.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE PERMIT AND THE CONSERVATION EASEMENT. THE PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY THE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION EASEMENT AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND THE CONSERVATION EASEMENT AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

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NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION EASEMENT AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED ELSEWHERE IN THIS DECLARATION, THE ACOE AND SJRWMD SHALL EACH HAVE THE RIGHTS AND POWERS ENUMERATED IN THIS PARAGRAPH. THE ACOE AND SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE PERMITS AND THE JURISDICTIONAL LANDS SUBJECT TO THE REGULATION OF THE ACOE OR SJRWMD. ANY AMENDMENT TO THIS DECLARATION WHICH AMENDS THE RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE REFERENCED PERMITS, MUST HAVE PRIOR WRITTEN APPROVAL OF THE ACOE AND SJRWMD, AS APPLICABLE. IN THE EVENT THAT THE ASSOCIATION IS DISSOLVED, PRIOR TO SUCH DISSOLUTION, ALL RESPONSIBILITY RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, THE PERMITS AND THE CONSERVATION EASEMENT AREAS MUST BE ASSIGNED TO AND ACCEPTED BY AN ENTITY APPROVED BY THE ACOE AND SJRWMD.

ARTICLE XI **COMMON DRIVEWAYS**

Section 11.1 **Easement for Common Driveway.** Each Owner of an Adjoining Lot shall have a perpetual, non-exclusive, and reciprocal right and easement for ingress and egress over the Common Driveway serving the Adjoining Lots and located along the common property line of such Adjoining Lots. Such easement shall run to the benefit of the Owners of the Adjoining Lots sharing the use of each Common Driveway, and their respective successors, heirs, assigns, guests, invitees and domestic help, and to delivery, pick up and fire protection services, police and other authorities of the law, United States Mail carriers and representatives of utilities authorized to serve the Subdivision by the Developer or the Association.

Section 11.2 **Installation and Maintenance of Driveways.** Each Owner of an Adjoining Lot shall be responsible for the cost to construct and install a seven and one-half foot (7 ½') paved driveway along and adjacent to each of the following common property lines shared between the respective Adjoining Lots as further depicted on the PRD Master Development Plan attached hereto as Exhibit D: Lots 1 and 2; Lots 3 and 4; Lots 5 and 6; Lots 7 and 8; Lots 15 and 16; Lots 17 and 18; and Lots 19 and 20, so as to accommodate a fifteen foot (15') wide driveway for the common use of Owners of the Adjoining Lots. It shall be the obligation of the Owners of Lots 9, 10, 11, 12, 13 and 14 to construct and install, at a minimum, a ten foot (10') wide driveway in substantially the same location depicted on the PRD Master Development Plan attached hereto as Exhibit D. All

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driveways shall be constructed in accordance with the Driveway Specifications attached hereto as Exhibit E. The length of all driveways, including the Common Driveways, shall in all instances, begin at the edge of the pavement of the Subdivision Road and, at a minimum, extend to the edge of the Building Envelope closest to the Subdivision Road. If a roadside swale is installed, then each Owner is obligated to bear one-half (½) the cost of the driveway for culvert, concrete headwalls and concrete pipe construction and installation necessary to bridge the swales as part of the total cost of the Common Driveway. THE PROVISIONS OF THIS SECTION 11.2 SHALL NOT APPLY TO THE DEVELOPER FOR ANY LOTS IT OWNS.

Section 11.3 Time for Completion. Within sixty (60) days after a certificate of occupancy is issued for the last home constructed on an Adjoining Lot, Owners of Adjoining Lots shall mutually and jointly construct a fifteen foot (15') wide paved concrete driveway, seven and one-half feet (7 ½') wide on each side of the common property line, as more particularly depicted on Exhibit D. If an Owner of an Adjoining Lot elects to undertake construction of the Common Driveway in accordance with the provisions of Section 11.2 hereof, such Owner of the Adjoining Lot is entitled to reimbursement from the other Owner of the Adjoining Lot for one-half (½) of the total actual cost of construction, to be paid upon the earlier of (i) the date following three (3) years after the date construction of the Common Driveway is completed; (ii) or thirty (30) days after the date the other Owner of the Adjoining Lot takes record title. THE PROVISIONS OF THIS SECTION 11.3 SHALL NOT APPLY TO LOTS 9, 10, 11, 12, 13 AND 14.

Section 11.4 Deadlock Contractor. In the event a Common Driveway is not constructed pursuant to Section 11.2, and the Owners of the Adjoining Lots are unable to mutually agree upon a third-party licensed contractor to construct the Common Driveway, each Owner of the Adjoining Lots shall obtain two (2) competitive bids from licensed Florida general contractors for the construction of the driveway improvements. The construction contract shall be awarded to the contractor submitting the lowest qualified bid unless the Owners of the Adjoining Lots mutually agree otherwise. The contract work must be performed in accordance with the best modern practice and in accordance with the Driveway Specifications attached hereto as Exhibit E.

Section 11.5 Maintenance. The Common Driveways shall be maintained jointly by the Owners of each Adjoining Lot. However, if the Association undertakes maintenance of a Common Driveway pursuant to Article VIII hereof, the cost of such maintenance of each Common Driveway shall be reimbursed to the Association by the Owners of each Adjoining Lot, and such reimbursement shall be collected and be secured by a lien against each affected Lot in the same manner as exterior maintenance assessments are collected and enforced pursuant to Article VIII hereof. Any portion of a driveway or parking area located exclusively on an individual Adjoining Lot outside of the Easement described in Section 11.1 above shall not be considered part of the Common Driveway and shall be maintained by the Owner of such Lot.

Section 11.6 Remedies. In the event that any Owner fails or refuses to perform or pay for any construction, maintenance, repairs or restorations of the Common Driveway, the Owner of the Adjoining Lot shall have the remedies provided by this Section 11.6, in addition to any other remedies provided by the laws of the State of Florida.

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The affected Owner may serve written demand upon the delinquent Owner, demanding that payment, construction, maintenance, repairs or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address at the Lot owned by the delinquent Owner, by certified or registered mail, postage prepaid, and deposited in the United State Mail.

After expiration of the thirty (30) days following service of the demand and in the case of non-payment, if the delinquent Owner has failed or refused to make the demanded payment, the delinquent Owner shall be indebted to the affected Owner and the affected Owner shall have the right to file a lien against the delinquent Owner, as more specifically provided herein. In the case of failure to construct, maintain, repair or restore, if the delinquent Owner has failed to act pursuant to the demand, the affected Owner may cause such construction, maintenance, repairs or restorations to be made. In any case, the delinquent Owner shall be indebted to the affected Owner for payment or the expense of such construction, maintenance, repairs or restorations, and any damage sustained to the improvements or loss or expense incurred by the affected Owner by reason of such failure to pay or timely maintain or restore the Common Driveway. The affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a Claim of Lien is recorded. The lien of the affected Owner shall be effective from and after the recording in the public records of St. Johns County, Florida, a Claim of Lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such Claim of Lien shall include the amount that is due and payable when the Claim of Lien is recorded, plus interest, costs and attorneys' fees. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record, and the delinquent Owner shall pay the cost of such satisfaction. If payment is not made within fifteen (15) days after the due date, the amount shall bear interest from the due date at the highest lawful rate and the affected Owner may at any time thereafter bring an action to enforce the lien authorized hereby, by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner.

Section 11.7 Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this provision is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

Section 11.8 Indemnification. Each Adjoining Lot Owner shall indemnify and hold the other harmless from any loss, damage, claim, cost or expense incurred by the respective Adjoining Lot Owner, including reasonable attorneys' fees at the trial level or on appeal, arising out of the exercise by the Adjoining Lot Owner or its successors, assigns, invitees, or designees, of the easement rights herein granted, excluding the negligence of the respective Adjoining Lot Owner. In no event shall either Adjoining Lot Owner be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising out of use of this easement for ingress and egress over common driveways.

ARTICLE XII

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RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 12.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot ten feet (10') in width along the front, rear and sides of each Lot.

Section 12.2 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration.

Section 12.3 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 12.4 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 12.5 **Easements for Maintenance Purposes.** The Developer reserves for itself, and grants to the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 12.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with

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the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XIII
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 13.1 **Easement for Ingress and Egress over Roadways.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all roadways depicted on the plat of any portion of the Property (the "Roadways"). To the extent that additional lands are made subject to this Declaration pursuant to Section 3.2 hereof, the easement granted hereby may be expanded to include additional Roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 13.2 **Rights to Restrict Access.** Notwithstanding the provisions of this Declaration to the contrary, the Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Developer which is adjacent to or near the Property. The Developer and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways and common trails referenced in this Article XII including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Association would or might result in damage to the Roadways, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Developer and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Association, obstruct the vision of a motorist upon any of the Roadways referenced in this Article XII. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 12.2 thereafter shall be of no further force or effect.

Section 13.3 **Rights of Developer to Alter Roadways.** Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Developer shall have the right to redesignate, relocate or terminate any of the easement areas described in Section 12.1 and Section 12.2 without the consent or joinder of any party so long as no Lot is denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

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ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 **Remedies for Violations.**

14.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 14.2 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 14.3 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 14.4 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 14.5 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

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Section 14.6 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.7 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 14.8 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

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EXHIBIT A

PROPERTY DESCRIPTION

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EXHIBIT A

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A portion of Sections 1 and 12, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 1; thence North $04^{\circ}48'06''$ West, along the Easterly line of said Section 1, a distance of 52.00 feet to a POINT OF BEGINNING; thence South $85^{\circ}54'49''$ West, a distance of 1,322.12 feet; thence South $04^{\circ}00'34''$ East, along the Northerly prolongation of the Westerly line of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 12 and along said Westerly line, a distance of 2,778.21 feet to a point situate in the Northeasterly right of way line of County Road No. 16-A and/or Mill Creek Road (a 66 foot right of way), said point hereinafter referred to as Reference Point "A"; returning to the Point of Beginning run thence North $04^{\circ}48'06''$ West, along said Easterly line of Section 1, a distance of 3,388.07 feet; thence South $27^{\circ}07'27''$ West, a distance of 5,080.94 feet; thence South $46^{\circ}58'36''$ East, parallel to and 250.4 feet Northeasterly of, when measured at right angles to said Northeasterly right of way line of County Road No. 16-A and/or Mill Creek Road, a distance of 153 feet, more or less, to the centerline of an existing creek; thence Southerly along said centerline and following the meanderings thereof and along the Easterly line of those certain lands described in Official Records Book 728, Page 1084 of the Public Records of said County, 366 feet, more or less, to its intersection with said Northeasterly right of way line of County Road No. 16-A and/or Mill Creek Road and a point situate North $46^{\circ}58'36''$ West, 1,832 feet, more or less, from the aforementioned Reference Point "A"; thence South $46^{\circ}48'35''$ East, along said Northeasterly right of way line, 1,832 feet, more or less, to the POINT OF BEGINNING.

Less and except:

Commencing at a concrete monument at the Northeast corner of Section 12, Township 6 South, Range 27 East; thence South $1^{\circ}35'$ east along the east line of said Section 12, Twenty-six Hundred Sixty and Eight Tenths (2660.8) feet to the southeast corner of the NE 1/4; thence North $89^{\circ}22'$ west along the south line of said quarter, Thirteen Hundred Twenty-two and Five Tenths (1322.5) feet to a concrete monument and the point of beginning; thence North $1^{\circ}38'$ west Forty (40) feet; thence North $89^{\circ}22'$ west Forty (40) feet; thence South $1^{\circ}38'$ east One Hundred Twenty-five (125) feet to the easterly side of Mill Creek Road (State Road #16, having a width of 66 feet); thence in a southeasterly direction along the east line of said Road, Fifty-nine (59) feet; thence North $1^{\circ}38'$ West One Hundred Twenty-eight and Four Tenths (128.4) feet to the point of beginning.

And less and except all that land in Official Records Book 729, Pages 1084 - 1085, in the public records of St. Johns County, Florida
as:

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EXHIBIT B
ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
OF
BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC.
A CORPORATION NOT-FOR-PROFIT

The undersigned, being desirous of forming a corporation not-for-profit, does hereby form this corporation for the purposes and with the powers herein specified and does hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation shall be:

BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purpose and object of the Association shall be to exercise all of the rights, powers and duties granted to it under that certain Declaration of Covenants and Restrictions for Bartram Downs, as amended from time to time (the "Declaration"), as well as all other rights, powers and duties which may be granted to it. Such rights, powers and duties shall include, but not be limited to, the following: The Association shall own, operate, administer and maintain the Common Areas as defined in the Declaration (the "Common Areas"). The Association shall operate, maintain and manage the Surface Water Management System(s) in a manner consistent with the permit requirements and applicable rules and regulations, and shall assist in the enforcement of the restrictions and covenants contained herein. The Developer, until such time as it releases its rights of review in its sole discretion, shall exercise architectural control over the development of the Property, and the Association shall have the right to enforce the covenants, conditions, restrictions, and easements contained in the Declaration. All defined terms contained herein shall have the same meanings as such terms are defined by the Declaration.

ARTICLE III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the laws of the State of Florida and the Declaration.

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B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.
2. Adopt for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein.
3. Levy and collect by any lawful means, all charges or assessments against Members of the Association pursuant to the terms of the Declaration to defray the expenses of the Association.
4. Enforce any lien right granted the Association to secure the payment of assessments as described in Article III(B)(3) above.
5. Own, operate, lease, sell, manage, encumber, convey, subject to easements, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.
6. To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns as Common Areas for the mutual benefit and use of all Members.
7. The Association shall levy and collect assessments against members of the Association for the costs of maintenance and operation of the surface water management system, including, but not limited to, work within retention areas, drainage structures and drainage easements.
8. Enforce the provisions of these Articles of Incorporation, the By-Laws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof, and the Common Areas which may or hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualification of members, manner of their admission to and termination of membership and voting by members shall be as follows. Each Owner of a Lot shall be and become a member of the Association upon the recording of a deed in the public records of St. Johns County, Florida, granting him or her fee simple title to a Lot. In addition, the Developer of the Property shall be a member of the Association as set forth below and in the Declaration.

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ARTICLE V. VOTING

A. The affairs of the Association shall be administered and managed by the Board of Directors as described in Article VIII hereof.

B. Until such time as the first Lot is conveyed to an Owner other than Developer, the membership of the Association shall be comprised of the Developer, who shall be entitled to cast votes as set forth in C below on all matters upon which the membership would be entitled to vote.

C. There shall be two classes of voting membership in the Association:

Class A. Class A Members shall be all Owners with the exception of the Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, as for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

Class B. Class B Member shall be the Developer, who shall be entitled to one (1) vote plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members and be converted to Class A membership on the date which is three (3) months following the date that ninety percent (90%) of the Lots have been conveyed to Owners other than the Developer or when the Developer, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member so long as it owns any Lots.

ARTICLE VI. TERM OF EXISTENCE

The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be accepted by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII. OFFICE

The principal office of the Association shall be 1914 Art Museum Drive, Jacksonville, Florida 32207, or such other place as the Board of Directors may designate.

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ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. Each member of the Association Board of Directors shall be entitled to one vote.

B. The name and address of the persons who are to serve as the sole members of the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
L. Randall Towers	1914 Art Museum Drive Jacksonville, Florida 32207
William T. Pyburn, III	1914 Art Museum Drive Jacksonville, Florida 32207
Kevin Troupe	1914 Art Museum Drive Jacksonville, Florida 32207

C. The members of the Board of Directors shall be elected or appointed in the manner provided in the Bylaws.

ARTICLE IX. OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may not be compensated. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

D. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office

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of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

ARTICLE X. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended upon the proposal of the Board of Directors. Upon such proposal, a special meeting of the Members shall be called, the notice of which shall state that such proposal is to be voted upon at that meeting. The proposal shall be passed if a majority of the votes present at a meeting at which a quorum is present, vote to approve the proposal.

B. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

ARTICLE XI. INDEMNITY

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

ARTICLE XII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIII. INCORPORATOR

The name and address of the incorporator under these Articles is:

L. Randall Towers	1914 Art Museum Drive Jacksonville, Florida 32207
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IN WITNESS WHEREOF the undersigned subscribing Incorporator, has hereunto set his hand and seal this 12 day of August, 2002, for the purpose of forming this corporation not-for-profit under the laws of the State of Florida.

L. Randall Towers
L. Randall Towers

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing Articles of Incorporation were acknowledged before me this 14th day of August, 2002, by L. Randall Towers, as Incorporator.

Donna G. Rash
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:

Personally known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced



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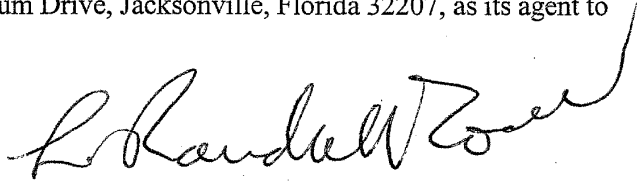
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**CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names L. Randall Towers located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.



L. Randall Towers, Incorporator

Date: August, 2002

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



L. Randall Towers, Registered Agent

Date: August, 2002

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EXHIBIT C

BYLAWS

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**BY-LAWS
OF
BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC.**

a Florida Corporation Not-For-Profit

1. IDENTITY.

1.1 Applicability. These are the By-Laws of BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC. ("Association"), a Florida corporation not-for-profit organized pursuant to the provisions of Chapter 617, *Florida Statutes*, as amended, to the date of filing of the Articles of Incorporation ("Articles"). The purpose and object of the Association shall be to own, maintain and repair the Common Areas, as defined in the Articles and the Declaration of Covenants and Restrictions for Bartram Downs ("Declaration"), enforce the covenants and restrictions contained within the Declaration, and to exercise any other rights, powers and duties granted to it under the Declaration or the Articles. All defined terms contained herein shall have the same meanings as such terms are defined in the Declaration and the Articles.

1.2 Office. The office of the Association shall be at 1914 Art Museum Drive, Jacksonville, Florida 32207, or at such other place as may be established by resolution of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 Seal. The seal of the Association shall bear the name of BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC., the word "Florida", the words "Corporation Not-For-Profit", and year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM AND PROXIES.

2.1 Membership. The qualification of members of the Association ("Members"), the manner of their admission to membership and termination of such membership, shall be as set forth in the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of all classes of membership entitled to vote upon any matter or matters arising at said meeting.

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2.3 Voting.

(a) Each Lot Owner, other than the Developer, shall be a Class A Member and shall be assigned the right to cast one vote at any meeting of Members.

(b) The Developer shall be the Class B Member and shall be entitled to cast one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members, until such time as a Developer's membership is terminated in accordance with the Articles and Declaration.

(c) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot.

(d) If any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot or by the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.4 Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

2.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by limited proxy, provided that no person shall be designated to hold more than ten (10) proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Lot owner executing it.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting on such date as determined by the Board for

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the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members.

3.2 Special Meeting. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of Meetings.

(a) **Generally.** Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be mailed to the Members at least fourteen (14) days prior to said meeting.

(b) **Annual.** Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) **Special.** Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed or delivered personally to the Member.

(d) **Waiver.** Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice of such Member.

(e) **Adjourned Meetings.** If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles or the Bylaws the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by Directors, Lot owners and their authorized representatives during normal business

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hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings or Members, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or waiver of reading of minutes of previous meeting of Members;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment by Chairman of inspectors of election;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

4. **BOARD OF DIRECTORS.**

4.1 Composition of Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. So long as there is a Class B Member, the Class B Member shall be entitled to appoint the directors. Each member of the Board of Directors shall be entitled to one vote. Directors shall be elected or appointed at the annual meeting of the Association.

4.2 Election of Directors. Directors shall be elected or appointed in the following manner:

(a) Commencing with election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties

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of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) Commencing with the first annual election of Directors after Developer shall have relinquished the right to appoint the Directors, the Members shall elect all Directors by a plurality of the votes cast at the annual meeting of the general membership. The Class A Members shall vote in person at a meeting of the Members or by a ballot that the Class A Members personally sign.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(d) In the election of Directors, after Developer has relinquished the right to appoint the Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the interest hereof that voting for Directors shall be non-cumulative.

(e) Until such time as the Class A Members are entitled to elect all of the Directors, there shall be three (3) Directors of the Association and each Director shall serve for one year until the next annual meeting or such other time as his successor is elected or appointed. At the first annual meeting at which the Class A Members are entitled to elect all of the members of the Board of Directors, the number of Directors shall be increased to five (5) and three (3) directorships shall be designated as two-year term directors and the other two (2) shall be one-year term directors. At the next succeeding annual meeting, such one-year term directorships shall be, from that point on, designated as two-year term directorships. The intent hereof is to stagger the terms of the directorships so that there shall be two or three directors elected each year for two-year terms.

(f) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

4.3 Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

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4.4 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Further, notice of regular meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance. Meetings of the Board of Directors shall be open to all Members. Notice of any meetings where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Further, except in an emergency, such notice shall be posted as specified in Section 4.4 hereof. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles or these Bylaws. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of attendance may be required as set forth in the Articles or these Bylaws, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 Action Without a Meeting. To the extent, now or from time to time hereinafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

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4.10 Removal. Directors may be removed from office with or without cause by the vote or written agreement of a majority of all Members, provided, however, that only Developer can remove a member of the Board who was appointed by Developer.

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles and these Bylaws. Subject to any limitations imposed by FHM, FNMA and VA guidelines, such powers and duties shall be exercised in accordance with the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.

(b) Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein.

(c) Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien right granted the Association to secure the payment of said assessments.

(d) Own, operate, lease, sell, manage, encumber, convey, subject to easements and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.

(e) To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns, for the mutual benefit and use of all Members.

(f) Enforce the provisions of these Articles of Incorporation, the Bylaws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof and the Common Areas which may now or hereafter be established.

5. OFFICERS.

5.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held

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by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may, from time to time, elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

5.3 Vice-President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be a stockholder, officer, director or an employee, to carry out the Association's duties and responsibilities for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for it is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. These Bylaws may be altered or amended by the vote or written consent of a majority of the Members of the Board of Directors.

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The foregoing were adopted as the Bylaws of BARTRAM DOWNS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the ____ day of August, 2002.

Secretary

APPROVED:

President

DR1811P61618

EXHIBIT D

PRD MASTER DEVELOPMENT PLAN

00072120 . WPD . 11

OR1811PG1619

ORDINANCE NUMBER: 2002 - 8

AN ORDINANCE OF THE COUNTY OF ST. JOHNS COUNTY, STATE OF FLORIDA, REZONING LANDS AS DESCRIBED HEREINAFTER FROM OPEN RURAL (OR) TO PRD (PLANNED RURAL DEVELOPMENT); PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

P.U.D. OFF REC
BOOK 0 PAGE 916

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. That, as requested by Gary Davenport, on behalf of Bar T Ranch, LLC, the title owner of record in the application (File number PRD 2001-03) with supporting documents for the zoning change dated December 5, 2001, hereinafter, known as the **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT (PRD)** application, the zoning classification of lands described on attached **Exhibit A** is hereby changed from Open Rural (OR) to Planned Rural Development (PRD).

SECTION 2. That development of the lands within this Planned Rural Development shall proceed in accordance with the PRD application, dated December 5, 2001, and other supporting documents, which are a part of File Number PRD-2001-03, and incorporated by reference into and made part hereof this Ordinance. In the case of conflict between the application, the supporting documents, and the below described special provisions of this Ordinance, the below described provisions shall prevail.

SECTION 3. Findings of Fact: that the need and justification for approval of the **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT** has been considered in accordance with the St. Johns County Comprehensive Plan and the St. Johns County Land Development Code and, whereby, it is found that:

1. The rezoning for **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT** has been fully considered after public hearing with legal notice duly published as required by law.

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P.U.D. OFF REC
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- 2. The **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT** is consistent with the St. Johns County Comprehensive Plan, specifically, Goal A.1 of the Land Use Element related to effectively managed growth and the provision of diverse living opportunities, specifically Objective A.1.6 relating to the protection of agricultural and silvicultural lands through the implementation of Planned Rural Development controls.
- 3. The **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT** meets the standards and criteria of Part 5.04 of the Land Development Code with respect to specific regulations, which implement the Comprehensive Plan policies for PRDs in the Rural Silviculture (R/S) and Agricultural –Intensive (A-I) Future Land Use Map designations.
- 4. The **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT** meets all requirements of applicable general zoning, subdivision and other regulations except as may be approved pursuant to Section 5.04.05 and Subsection 5.03.02(G)1.t of the Land Development Code.
- 5. The **BARTRAM DOWNS PLANNED RURAL DEVELOPMENT BARTRAM DOWNS PLANNED RURAL DEVELOPMENT** Master Development Plan Text and Map for this project meet all requirements of Section 5.04.05 and Section 5.03.02(G) of the Land Development Code.

SECTION 4. To the extent they do not conflict with the unique specific provisions of this PRD Ordinance, all provisions of the Land Development Code as such may be amended from time to time shall be applicable to this development; except (a) that modification to this PRD by variance or special use shall be prohibited; and except (b) to the degree that the development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency provision, building code, Comprehensive Plan or any non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

SECTION 5. This Ordinance shall take effect immediately upon receipt of the Ordinance by the Secretary of State.

SECTION 6. This Ordinance shall be recorded in a book of land use regulation ordinances kept and maintained by the by the Clerk of the Court of St. Johns County in accordance with Section 125.68, Florida Statutes.

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SECTION 7. Upon the effective date of this Ordinance, the zoning classification shall be recorded on the Zoning Atlas maintained in the Zoning Division of the St. Johns County Growth Management Services Department by the Director of Growth Management Services, or his designee.

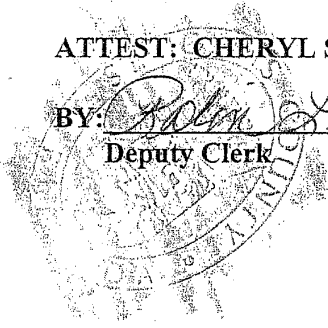
PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS 26th DAY OF February 2002.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

BY: Cheryl Strickland
Deputy Clerk



Revdiction Date: 3/1/2002
EFFECTIVE DATE: 3/4/2002

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EXHIBIT "A"

OR1621PG0887

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A portion of Sections 1 and 12, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 1; thence North $04^{\circ}48'06''$ West, along the Easterly line of said Section 1, a distance of 52.00 feet for a POINT OF BEGINNING; thence South $85^{\circ}54'49''$ West, a distance of 1,322.12 feet; thence South $04^{\circ}00'34''$ East, along the Northerly prolongation of the Westerly line of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of said Section 12 and along said Westerly line, a distance of 2,778.21 feet to a point situate in the Northeastery right of way line of County Road No. 16-A and/or Mill Creek Road (a 66 foot right of way), said point hereinafter referred to as Reference Point "A"; returning to the Point of Beginning run thence North $04^{\circ}48'06''$ West, along said Easterly line of Section 1, a distance of 3,388.07 feet; thence South $27^{\circ}07'27''$ West, a distance of 5,080.94 feet; thence South $46^{\circ}58'36''$ East, parallel to and 250.4 feet Northeastery of, when measured at right angles to said Northeastery right of way line of County Road No. 16-A and/or Mill Creek Road, a distance of 153 feet, more or less, to the centerline of an existing creek; thence Southerly along said centerline and following the meanderings thereof and along the Easterly line of those certain lands described in Official Records Book 728, Page 1084 of the Public Records of said County, 366 feet, more or less, to its intersection with said Northeastery right of way line of County Road No. 16-A and/or Mill Creek Road and a point situate North $46^{\circ}58'36''$ West, 1,832 feet, more or less, from the aforementioned Reference Point "A"; thence South $46^{\circ}48'36''$ East, along said Northeastery right of way line, 1,832 feet, more or less, to the POINT OF BEGINNING.

Less and except:

Commencing at a concrete monument at the southeast corner of Section 12, Township 6 South, Range 27 East; thence South $1^{\circ}35'$ east along the east line of said Section 12, Twenty-six Hundred Sixty and Eight Tenths (2660.8) feet to the southeast corner of the NE 1/4; thence North $89^{\circ}22'$ west along the south line of said quarter, Thirteen Hundred Twenty-two and Five Tenths (1322.5) feet to a concrete monument and the point of beginning; thence North $1^{\circ}38'$ west Forty (40) feet; thence North $89^{\circ}22'$ west Forty (40) feet; thence South $1^{\circ}38'$ east One Hundred Twenty-five (125) feet to the easterly side of Mill Creek Road (State Road #16, having a width of 66 feet); thence in a southeasterly direction along the east line of said Road, Fifty-nine (59) feet; thence North $1^{\circ}38'$ West One Hundred Twenty-eight and Four Tenths (128.4) feet to the point of beginning.

00064081.WPD.

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ST. JOHNS COUNTY

Application For Rezoning

FROM _____ OR _____ TO _____ PRD _____

DATE _____

PROJECT NAME: BARTRAM DOWNS PRD

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BOOK 0 PAGE 920

OWNER/APPLICANT: BAR T RANCH, LLC

ADDRESS: 1914 ART MUSEUM DRIVE

JACKSONVILLE, FL 32207

PHONE: (904) 399-0134

FAX: (904) 396-7835

ENGINEERING FIRM: NORTHEAST FLORIDA ENGINEERING SERVICES

(If Applicable)

ADDRESS: 3604 UNIVERSITY BOULEVARD

JACKSONVILLE, FL 32216

PHONE: (904) 737-0971

FAX: (904) 737-0971

CONTACT PERSON: GARY B. DAVENPORT, ESQ.

~~PLANNER:~~ PAPPAS METCALF JENKS & MILLER, P.A.

ADDRESS: 200 WEST FORSYTH STREET, SUITE 1400

JACKSONVILLE, FL 32202

PHONE: (904) 353-1980

FAX: (904) 353-5217

PROPERTY APPRAISERS PARCEL NO. 010760-0000, 012120-0000

SECTION: 1 and 12 TOWNSHIP: 65 RANGE: 27E

CENSUS TRACT: _____ PROPERTY APPRAISERS MAP SHEET: 2D/N & 2D/L2N

LOCATION: NORTH AND EAST OF CR-16A, NEAR ELWOOD

911 ADDRESS (IF KNOWN) CR-16A

CITY ST. AUGUSTINE STATE FLORIDA ZIP CODE 32092

TAZ _____ MAJOR ACCESS - CR-16A

OVERLAY DISTRICT? NO IF YES, WHICH ONE _____
March 22, 2001 10-5

7200 County Road 16A

ORDINANCE BOOK OF _____

P.U.D. OFF. REC.
BOOK 0 PAGE 921
OR1811PG1624

ZONE CLASS _____ OR _____ COMP. PLAN DSGN _____ R/S _____

PRESENT USE OF PROPERTY: UNDEVELOPED / TIMBER

WATER/SEWER: N/A

WHO WILL MAINTAIN ROADS (IF A SUBDIVISION) HOMEOWNERS ASSOCIATION OR COUNTY

WHO WILL MAINTAIN DRAINAGE: HOMEOWNERS ASSOCIATION

TYPE OF DEVELOPMENT: PRD

ACRES: APPROX. 137.9 NUMBER OF LOTS/ UNITS: 21 SQ. FOOTAGE N/A
(SIZE OF PROPERTY) (IF SUBDIVISION) (OF EACH BUILDING)

ACRES TO BE CLEARED: APPROX. 21 1/4 MILE INCREMENTS OF ROADWAY: 2

IS THE PROJECT WITHIN THE COASTAL BUILDING ZONE? YES _____ NO X

IS THE PROJECT SEAWARD OF CCCL? YES _____ NO X

PROJECT NARRATIVE (ADDITIONAL SHEETS MAY BE ATTACHED):

SEE ATTACHED PRD NARRATIVE

ORDINANCE BOOK 28 PAGE 120

P.U.D. OFF. REC.

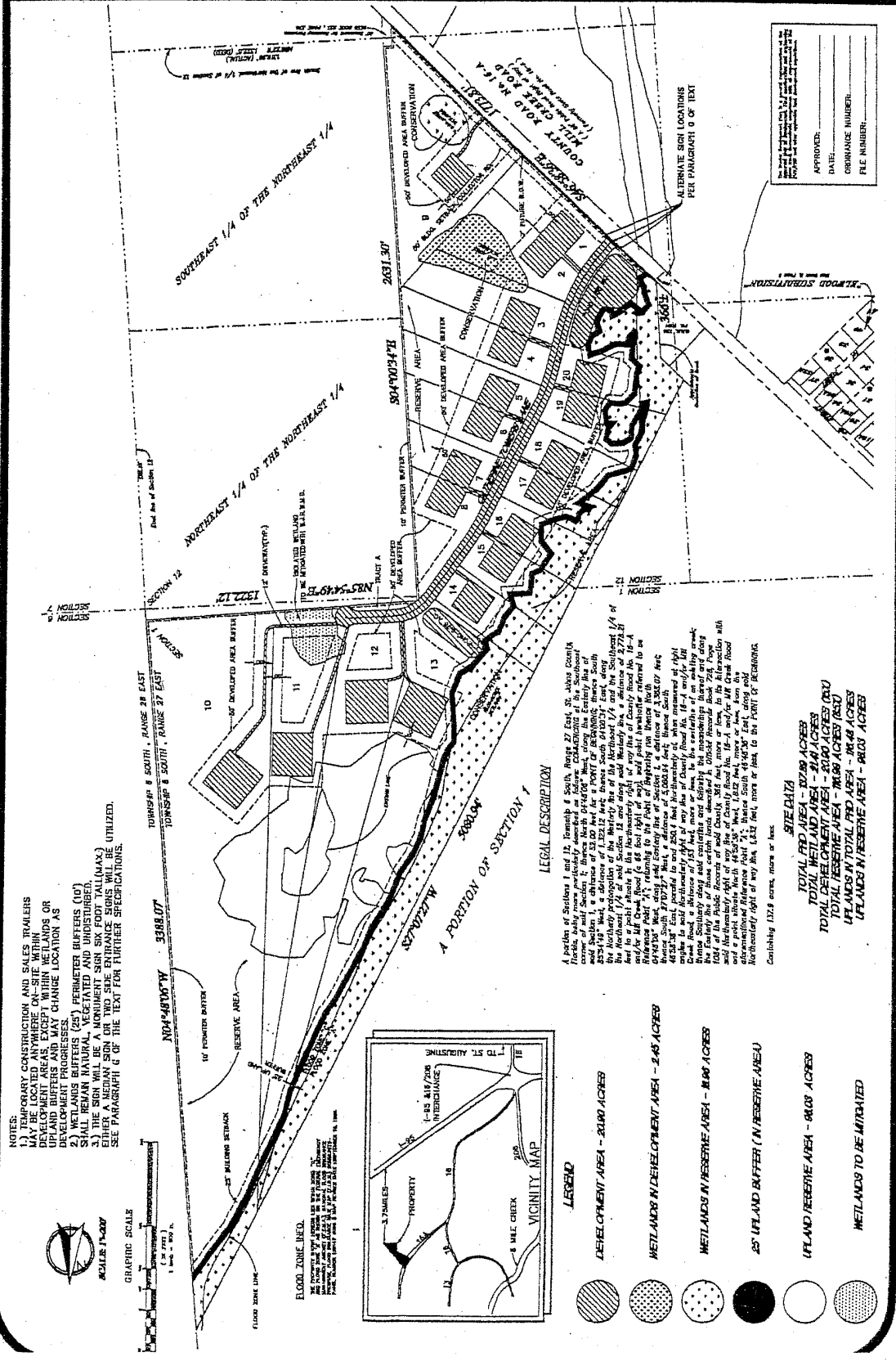
OR 1811 P 61625

BOOK 28 PAGE 12

BARRAM
DOWNS
MASTER DEVELOPMENT PLAN

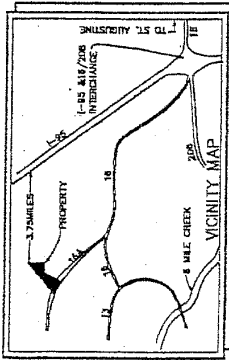
NORTH EAST FLORIDA
ENGINEERING SERVICES
3804 UNIVERSITY BLVD SOUTH SUITE 5
JACONVILLE FL 32818
(407) 737-0271

APPROVED: _____
 DATE: _____
 ORDINANCE NUMBER: _____
 FILE NUMBER: _____



- NOTES:
- 1) TEMPORARY CONSTRUCTION AND SALES TRAILERS MAY BE LOCATED ANYWHERE ON-SITE WITHIN PERIMETER BUFFERS EXCEPT WITHIN WETLANDS OR UPLAND RESERVE AREAS. EXCEPT CHANGE LOCATIONS AS DEVELOPMENT PROGRESSES.
 - 2) WETLANDS BUFFERS (25') PERIMETER BUFFERS (10') SHALL REMAIN NATURAL, VEGETATED AND UNDISTURBED. THE SIGN SHALL BE A MONUMENT SIGN SIX FOOT TALL (MAX) WITH 'MARRAM DOWNS' AND '25' BUFFER' ENGRAVED. SEE PARAGRAPH 6 OF THE TEXT FOR FURTHER SPECIFICATIONS.

GRAPHIC SCALE
 1" = 200' H.A.
 1" = 400' V.A.



- LEGEND
- DEVELOPMENT AREA - 32.00 ACRES
 - WETLANDS IN DEVELOPMENT AREA - 2.48 ACRES
 - WETLANDS IN RESERVE AREA - 6.80 ACRES
 - 25' UPLAND BUFFER (IN RESERVE AREA)
 - UPLAND RESERVE AREA - 98.03 ACRES
 - WETLANDS TO BE MITIGATED

LEGAL DESCRIPTION
 A portion of Section 1 and 7, Township 8 South, Range 28 East, St. Johns County Florida, duly redivided into lots 10, 11, 12, 13, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- SITE DATA
- TOTAL FLD AREA - 27.00 ACRES
 - TOTAL WETLANDS AREA - 20.00 ACRES (CNU)
 - TOTAL DEVELOPMENT AREA - 32.00 ACRES (CNU)
 - TOTAL RESERVE AREA - 98.03 ACRES (ASU)
 - UPLANDS IN TOTAL FLD AREA - 98.48 ACRES (ASU)
 - UPLANDS IN RESERVE AREA - 98.03 ACRES

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EXHIBIT D

BARTRAM DOWNS PRD

MASTER DEVELOPMENT PLAN TEXT

This Master Development Plan Text is part of an application for rezoning to Planned Rural Development ("PRD") in compliance with Section 5.04.00 of the St. Johns County Land Development Code. The application is filed on behalf of the applicant, Bar T Ranch, LLC ("Bar T").

- A. The Bartram Downs proposed by this Development Plan Text fills a market demand for rural housing. This PRD provides such housing in a compact and contiguous design in order to minimize impacts to the adjacent rural property and provide preservation areas where agriculture and silvaculture activities will be continued. The lot sizes are consistent with adjacent residential development. The project will therefore uniquely blend with the adjacent residential development as well as adjacent agriculture and silvaculture uses.
- B. The total number of acres within the project as requested in the application is approximately 137.89 acres within the Rural/Silvicultural and Agricultural-Intensive Comprehensive Plan category.
- C. The total number of wetland acres included within the project as requested in the application is approximately 21.41 acres, as determined by review of aerial photos site inspection by ESI, flagging of wetland areas by ESI and soil maps. The exact location and acreage of preserved wetlands will be determined in connection with final St. Johns River Water Management District permitting. An upland buffer with a width of 25 ft. shall be provided around wetlands that are contiguous to natural drainage ways that are preserved on-site. The 25ft. upland buffer shall remain natural and undisturbed. Buffer areas and buffer area calculations shall be included on all construction plans submitted for review and shall be recorded on the plat. The application of this wetland buffer requirement shall be consistent with Section 4.01.06B.1 of the St. Johns County Land Development Code.
- D. Residential development will encompass approximately 20.90 acres within the Development Area as shown on the Master Development Plan. Preserved wetlands consist of approximately 15.6% of the entire site. Preserved wetlands consist of approximately 16.2% of the Reserve Area. Additional open space is provided within the Reserve Areas, buffers, and retention ponds.

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- E. Residential development shall be limited to 20 residential units within the Development Area as shown on the Master Development Plan Map. The density of the PRD portion of the project is based on reserving 85% of the PRD land leaving 1 unit per acre of Development Area (15% x 137.89 acres = 20 units). The projected population within the entire project is 49 persons based upon 2.44 persons per household, the County concurrency standard. The estimated number of school age children within the project is 7.84 based upon .16 school age children per household (the County school population/total County population).
- F. There is no non-residential development within this PUD/PRD.
- G. The residential areas (Development Area) will be developed with detached single family homes with fee-simple form of ownership. Modular, mobile and conventional homes shall be allowed, subject to private covenants and restrictions. Guest houses shall be allowed within the Development Area consistent with the Land Development Code, and subject to the setbacks of this paragraph. Home occupations consistent with the Land Development Code shall be allowed, subject to covenants and restrictions. Lot development criteria shall be as follows: All minimum building setbacks stated within this PRD text shall be from the overall (including deeded Reserved Area) property line to the wall of the structure, so long as all residential development remains within the Development Area. Minimum lot width shall be 150 ft. with a minimum lot size of 22,000 sq. ft. and a maximum lot coverage of 40%. Minimum spacing between all structures (measured eave to eave) shall be 15 ft., and maximum building height for all structures shall be 35 ft., except that barns located within the Reserve Area may be up to 39.5 ft. in height.

The following setback requirements shall apply to all residential structures. The minimum side yards setback shall be 7.5 ft. measured from property line to wall of structure. The minimum front yard setback shall be 20 ft., except 25 ft. shall be required for front entry garages. Minimum rear yard setbacks shall be 10 ft. (measured from property line to the wall of the structure). Notwithstanding any other provision of this paragraph all residential structures shall be set back 25 ft. from any wetland buffer required by paragraph C above, consistent with Section 4.01.06B.2 of the St. Johns County Land Development Code. All detached accessory structures including, but not limited to swimming pools, utility buildings, air conditioning and heating units and pads, detached screen enclosures and any screened pool enclosure shall be located in a required side or rear yard and shall be setback 5 ft. from any property line or top of bank of any lake, (if applicable). Notwithstanding the setbacks referenced above, all residential structures shall be setback a minimum of 50 ft. from the right-of-way of CR-16A. Parking for two vehicles shall be provided within the driveway or garage of each residential unit.

Uses within the Reserve Area shall include all uses typically allowed within agricultural areas including those used outlined in Section 2.02.01.B of the Land Development Code, except that housing units shall not be allowed within the Reserve Area. Commercial retail uses shall not be allowed within the Reserve Area. Typical uses shall include, but not be limited to agricultural, silvicultural, retention, buffers, docks and boardwalks, aquaculture, livestock, horses and other animals. Wells and septic tanks/drain fields shall be allowed within the Reserve Area to permit proper separation between such uses. The Reserve Area shall be designated within the plat and covenants as permanent open space and/or buffers.

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Two project identification signs shall be permitted at the main residential entrance to the project on CR-16A consistent with Section 7.06.01A of the Land Development Code. The project identification signs shall be either one two-sided median sign with a maximum sign face area of 32 sq. ft. per sign face or up to 2 one sided signs attached to a wall or fence with a maximum sign face area of 32 sq. ft. All permanent identification signs permitted within this PUD shall be monument type signs (or attached to a fence or wall not to exceed 6 ft. in height) which shall be no less than 5 ft. from any property line and shall not obstruct visibility for vehicular traffic. All sign face areas shall not include the base or decorative edging.

- H. All roads, streets, and parking areas shall conform to the design standards specified in the St. Johns County Land Development Code. The internal roadways will be dedicated to St. Johns County, subject to acceptance by the Board of County Commissioners. The 7 ft. along the eastern right-of-way line of CR-16A as it abuts the property shall be reserved for future right-of-way expansion. No development activity shall be permitted in the reserved right-of-way. Upon the request of the County or upon an initiative of the applicant, whichever occurs first, such right-of-way land shall be conveyed by the abutting land owner to St. Johns County in exchange for fair market value compensation, which may include impact fee credits, at the option of the Seller. The Developer shall not be required to construct a sidewalk along CR-16A. However, at the time of construction plan approval, the Developer shall pay into the County sidewalk fund, if such fund exists at that time, an amount equal to the cost to construct an external sidewalk along CR-16A. Such cost shall be based upon an engineers signed and sealed cost estimate or upon mutual agreement between the County and Developer.

The Master Plan depicts a preliminary vehicular circulation system that shows all proposed points of connection with public rights-of-way. The exact location and configuration of the internal roads shall be depicted on construction plans submitted for approval. Changes made to the PRD shall be in accordance with LDC Section 5.04.07.

All stormwater drainage shall be handled on-site, as shown on the MDP Map, and shall be in compliance with the LDC. Open space is addressed in Paragraph "D" above. The deeded Reserve Areas will provide for the private recreational needs of residents. No common recreation areas are provided.

Fire protection shall be provided consistent with the St. Johns County Land Development Code. A private fire service main and appliances will be provided in compliance with NFPA 24. Fire equipment accessibility will be provided in compliance with NFPA 1141, Chapter 4 and the LDC. Solid waste collection shall be provided by the County-contracted waste collection company. Utilities may be provided above ground

- I. Well and septic tanks shall be used within this project.
- J. The soil survey for St. Johns County Florida identifies three types of soil in the upland portions of the site: Pomona fine sand, Smyrna fine sand and Toco find sand.

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- K. The upland forest within the upland areas shown on the Master Development Plan is planted pine plantation. The wetland areas shown on the Master Development Plan are mixed hardwood forest. Existing agricultural and silvicultural activities may be continued within each parcel on the Property (except within areas designated as conservation natural buffers on the MDP) until commencement of development on such parcel, as evidenced by issuance of a land clearing permit for such parcel, so long as a minimum of 25 tree credits per acre are maintained on the property. Agricultural and silvicultural activities may be permitted in the Reserve Areas at anytime (except within areas designated as conservation, natural buffers on the MDP).
- L. There is no Significant Natural Communities Habitat (as defined by the St. Johns County Land Development Code) within this project.
- M. There are no known or observed Historic Resources (as defined by the St. Johns County Land Development Code) within this project.
- N. A 10 ft. landscaped or natural vegetation perimeter buffer shall be provided around the boundary of the property. A minimum 50 ft. buffer shall be provided around the Development Area lots of the PRD.
- O. This PRD is not located in a Special District as defined by Article III of the St. Johns County Land Development Code.
- P. Development of this site and construction of the improvements may require temporary uses such as construction trailers, sales offices or trailers, temporary signage or temporary access. Temporary sales and construction trailers and other temporary improvements shall be removed from a lot or parcel before any improvements on such lot or parcel receive a certificate of occupancy from the County. No individual non-builder lot sales may occur prior to recording a plat. As allowed by the St. Johns County Land Development Code, model homes may be constructed prior to platting. Model homes must be located on a residential lot shown on the approved Master Development Plan. Model homes shall not equal more than 10% of the total number of lots approved in the Master Development Plan. No certificates of occupancy shall be released until a final plat has been recorded.
- Q. The setbacks for accessory uses for all residential development are addressed in subparagraph G above. Accessory structures including but not limited to swimming pools, utility buildings, air conditioning and heating units and pads, detached screen enclosures and any screen pool enclosure, all of which shall be located in a required side or rear yard.
- R. The development will be built in one 5 year phase. The project will commence within three years of approval of this PRD. Commencement is defined as approval of construction plans. Completion shall occur within five years of commencement. Completion is defined as approval of as-builts for all common improvements shown on the MDP.

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- S. The project will provide on-site stormwater drainage facilities. Wells and septic tanks will be provided on-site. The project will therefore have minimal impact on the facilities and infrastructure of St. Johns County. The project is also located within an area which is experiencing strong demand for housing in northern St. Johns County. The project will therefore meet the demand for housing by residents of St. Johns County. The existing zoning district would not permit the property to meet the housing demand.
- T. The project requests the following waivers, variances or deviations from the Land Development Code:
 1. The PRD shall allow overhead utilities rather than underground utilities, waiver from Section 5.04.03.F. This waiver is consistent with the rural character of the community and allows better street lighting.
 2. Internal sidewalks shall not be required due to the low density and low traffic flow in a 20 unit subdivision.
 3. External sidewalks along CR-16A shall not be required. Waiver from Section 6.02.06.B.1. This is justified because there are currently no sidewalks on any portion of CR-16A and the adjacent properties are unlikely to be developed for many years. The Developer shall mitigate this requirement thru a contribution to the County sidewalk fund as addressed in paragraph H above.
 4. One driveway shall be allowed with direct access to CR-16A waiver from Section 6.04.05.B.3. This waiver is justified to avoid additional wetland impacts and to provide safe Emergency Services access to Lot 9. Because of the location of the Lot, the only other point of access would be a flag lot with a driveway between lots 1 and 2, creating possible confusion for Emergency Service vehicles which can see the home from CR-16A.
- U. All successors in title to the Property shall be bound to the conditions of the approved PRD. A notice of PRD approval and designation of the Reserve Area as permanent open space shall be placed of record upon approval of this PRD, consistent with Comprehensive Plan Policy A.1.6.2.(j).
- V. The property is located in both Rural/Silvicultural and Agricultural-Intensive Comprehensive Plan FLUM categories.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY FL

02 MAR 11 AM 11:54

CHERYL STRICKLAND
CLERK OF COURTS

I HEREBY CERTIFY THAT THIS DOCUMENT
IS A TRUE AND CORRECT COPY AS APPEARS
ON RECORD IN ST. JOHNS COUNTY, FLORIDA
WITNESS MY HAND AND OFFICIAL SEAL
THIS 8th DAY OF March 20 02
CHERYL STRICKLAND, CLERK
Ex-Officio Clerk of the Board of County Commissioners



BY Robin L. Platt D.C.

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EXHIBIT E
DRIVEWAY
SPECIFICATIONS

Common Driveway pavement shall consist of the following:

1. **Subgrade and Surface**
 - a. **Subgrade.** The subgrade shall consist of non-organic, compacted soils, shaped and compacted to a firm even finished surface to facilitate even drainage of water away from the property line with a Limerock Bearing Ratio of 95.
 - b. **Surface.** The surface shall be 4 ½ inch concrete with a minimum steel requirement of 4 inch wire mesh with saw joints every 10 feet.

Asphalt surface may be permitted in lieu of 1b above, subject to the prior approval of the NCC or the MC, as applicable, in its sole discretion.
2. **Width.** Common Driveways shall be 7 ½ feet wide on each side of the common property line of Adjoining Lots for a total of 15 feet.
3. **Length.** In all instances, all driveways shall commence at the edge of the pavement of the Subdivision Road and, at a minimum, extend to the edge of the Building Envelope closest to the Subdivision Road.

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BARTRAM DOWNS

ARCHITECTURAL GUIDELINES

May, 2002

**Bar T Ranch, LLC
Bar T Ranch, Inc.
1914 Art Museum Drive
Jacksonville, FL 32207**

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INTRODUCTION

This document is intended to serve as architectural guidelines for Bartram Downs, a single-family subdivision in St. Johns County, Florida, which will be referred to hereinafter as "Bartram". It contains the necessary information to guide homebuilders and homeowners through preparation of design requirements of Bartram and other governing authorities.

This document is prepared specifically for Bartram and it is suggested that it be reviewed thoroughly and plans be prepared accordingly as plan review will be based on its requirements.

All plans are reviewed exclusively for the New Construction Committee (the "NCC") and the Modifications Committee (the "MC") by Bar T Ranch, Inc.

The plans should be addressed for review to:

Bar T Ranch, Inc.
1914 Art Museum Drive
Jacksonville, FL 32207

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This document shall be known as the Architectural Guidelines for Bartram Downs, hereinafter referred to as "Guidelines".

The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design for preferred builders, homebuilders and homeowners for construction of improvements within Bartram. "Preferred Builder" is defined as any builder buying lots or homesites in "bulk" or "wholesale", selling homes from a model home or approved sales center and selling homes on a retail basis to other third party purchasers/buyers. The Preferred Builder status is given by Developer, in its sole discretion.

The recommendations and requirements in these Guidelines govern final approval of plans for the NCC and the MC by and at the sole discretion of BAR T RANCH, INC., hereinafter referred to as the "Developer". These Guidelines are compatible and in continuity with the Declaration of Covenants and Restrictions for Bartram Downs, hereinafter referred to as the "Declaration".

New structures hereafter erected within Bartram shall conform to the requirements of these Guidelines. Additions, alterations, repairs or any other type of change to any structure that affects its exterior appearance shall conform to the requirements of these Guidelines. Items to be reviewed by the NCC or the MC, as the case may be, will include any improvement or structure of any kind, including without limitation, mobile homes, any building, dwelling, fence, wall, sign, site paving, driveway, grading, sewer, drain, disposal system, decorative lighting schemes, painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, screened enclosures, jacuzzi, construction of privacy fences, additions of awnings, shelters, gates, flower boxes, shelves and statutes. The evaluation of each submittal to the NCC or the MC relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria.

It is possible a submission may meet all guidelines and criteria described herein and still not receive approval if, in the judgment of the NCC or the MC, its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC and the MC to approve applications involving similar designs for proposed improvements pertaining to different lots. The purpose of establishing the NCC and the MC is to insure that the overall quality of Bartram is maintained at the highest level possible, while allowing for each owner's individual taste in design, colors and materials.

1. **PROCESS FOR APPROVAL OF IMPROVEMENTS**

- A. Homebuilders or homeowners will review these Guidelines for specific plan requirements.
- B. Submit plans to the NCC or the MC, as applicable. In cases of prototype models or home collections by preferred builders, a blanket approval may be obtained. In cases

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of custom homes, or individual modifications, an individual submittal will be required for each.

- C. The NCC or the MC will release the plans submitted by the homebuilder or the homeowner for the building permit after full plan review and approval. Approval of plans and specifications does not release the homebuilder or the homeowner from fully complying with all applicable codes and requirements. The NCC and MC review process is strictly for compliance with the Bartram design parameters.
- D. Revisions to plans and specifications, if required, shall be submitted for approval in the same manner as initial plan submission and in accordance with the requirements described herein. Should deviations from approved final plans become apparent during or after construction, these improvements shall be subject to removal at the homebuilder's or homeowner's expense and at the discretion of the NCC or MC, as the case may be.
- E. Allow thirty (30) days time to process plan review.
- F. The homebuilder or homeowner may start construction of improvements upon written approval by the NCC or the MC, and receipt of all required permits from municipal or other authorities having jurisdiction over the project.

2. PLANS SUBMISSION REQUIREMENT

- A. Plans and specifications submitted for approval must include the following:
 - 1. Architectural/Construction Plans:
 - a. Site Plans should show the location of the main residence with all property lines, easements, setbacks and restriction lines, drives, walks, roof plan, pools, fences, walls, patios, etc.
 - b. Floor plans should be depicted at one-eighth inch (1/8") or one-fourth inch (1/4") scale with dimensions:
 - c. Elevations should depict finish notations at one-eighth inch (1/8") or one-fourth inch (1/4") scale with dimensions and indicate or depict the following:
 - (i) all exterior materials noting color and textures;
 - (ii) type, size and material of all openings;
 - (iii) roof pitch, type and quality of roof covering material; and
 - (iv) doors, windows, fences, mechanical equipment.
 - d. Typical exterior wall sections (front, sides and rear elevations) should also be indicated.

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- B. Landscaping and irrigation plans should depict the location, quantity, sizes and species of all plants, trees, shrubs and ground cover proposed as well as the irrigation system; and driveways, sidewalks, patios, and existing trees of eight inches (8") in diameter and above at a point three feet (3') above ground level. *(Note that Preferred Builders may submit a "typical" landscape plan or package addressing the items above and such typical plan or package will be pre-approved and accepted by the NCC.)*
- C. Specifications should include information regarding type and quality of all exterior materials.
- D. Square footage of first, and second floors if applicable, should be separately specified for the following:
- a. Air-conditioned space (living area);
 - b. Garage;
 - c. Enclosed areas other than above (i.e. screened enclosures); and
 - d. Other.

3. HOMESITE (LOT) REQUIREMENTS

ZONING

Existing zoning requirements shall be pursuant to the St. Johns County Zoning Ordinance. Setbacks and building separation shall be pursuant to the Planned Rural Development Master Development Plan ("PRD") approved for Bartram. Notwithstanding the following setbacks, all residential structures must be located within the building envelope, and all setbacks specified by this paragraph shall be measured from the exterior wall of the dwelling to the applicable lot boundary as shown on any plats of Bartram. Unless otherwise noted, the setback requirements are as follows:

Front:	25 feet;
Side:	7 1/2 feet (minimum side setback from property line, provided however, a minimum of ten feet (10') from eave to eave is maintained).
Rear:	10 feet (from property line, conservation easement or lake bank);
Other:	No structure shall be constructed within fifty feet (50') of the right-of-way of County Road 16-A.

SITE CONDITIONS

- A. Lots in Bartram may have curbs and gutters at the front or sides of the lots. If curb is used, this paving and drainage design shall not be altered in any way. If a roadside

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swale is installed, then driveway culverts, concrete headwalls and concrete pipe shall be installed.

- B. Homebuilders and homeowners shall refer to site development drawings for any information regarding homesite requirements. Finish floor elevations must be as shown on such plans.
- C. Except for pine trees, preservation of existing trees shall be made for trees with a trunk caliper of six inches (6") in diameter, one foot (1') above ground level, unless they interfere with the building envelope, building pad or driveway. Preferred Builders may be exempt from this requirement; provided, however, reasonable care is taken to preserve as many trees as possible.

PARKING

- A. No parking shall be permitted on areas where Bartram's drainage flow may be interrupted. No additional driveway is permitted for parking purposes unless prior approval is obtained from the MC.

LANDSCAPING REQUIREMENTS

- A. All landscaping must comply with the requirements of the Declaration.
- B. Landscape plans submitted for review shall not be at a scale smaller than one inch equalling twenty feet (1":20'). All trees, shrubs, screen material, berm, paving patterns, ground cover areas and any other elements necessary to convey the design intent shall be shown. Plans submitted for approval shall have botanical and common names, height, spread and quantities of all plant materials. Plant distances, in the case of hedge material and ground covers, and spot elevations where earth work is part of the design intent, may also be required.
- C. Driveways and walkways shall be constructed of concrete, in accordance with the Driveway Specifications more particularly described in Exhibit "F" of the Declaration. Patterns or alternate paving surfaces (driveways, walkways, patios, pool decks, etc.) may be used if they are consistent and compatible with the materials of the main structure. The types of materials utilized are subject to prior review and approval.
- D. Any plant material which dies or becomes unsightly after installation shall be replaced within thirty (30) days of installation, or upon any notification by the MC. Preferred Builders are excluded from this paragraph after the home is purchased by the third party purchaser.

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- E. The NCC and the MC consider landscaping to be a critical design element to Bartram and to the individual homes within Bartram. Landscape design should be integrated into the design of the home.
- F. Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged.
- G. Trees shall be of a species with minimum heights of twelve feet (12') and have trunks which can be maintained in a clean condition of at least three feet (3'). Trees having a height of less than twelve feet (12') may be grouped together and will count on a three-to-one (3:1) basis. (Three (3) trees count as one (1) tree.)
- H. Irrigation is strongly encouraged on all homesites in Bartram. If rust is present in the water supply, filters shall be installed in the irrigation system. If staining occurs, the homeowner shall be responsible for the removal of the stains and for providing the appropriate filters to the system.
- I. Moderate lighting may be used to accent entrances and special features, but overhead lighting is permitted only in the rear portion of the reserve area or building envelope and, is subject to prior approval. Excessive lighting is not permitted. Exterior lighting must be shielded from disturbing adjacent properties.
- J. Preferred Builders may be given exemptions from the above sections at the sole discretion of NCC or MC.

STRUCTURES

The following structure guidelines pertain to specific elements of a structure that give the character and the overall impression of the house, and which must be constant for the design continuity of all the buildings in Bartram.

- A. For the minimum square footage of living area (air conditioned) of any home, refer to Section 6 herein ("Square Feet"). All single-family homes built in Bartram must have at least one thousand (1000) square feet of heated and air conditioned space.
- B. Homes in Bartram shall be erected of frame construction or concrete block. All block and framing must be covered.
- C. Roof structures shall be conventional frame or wood trusses. Finish materials for pitched roofs must be consistent throughout Bartram. Wood shakes or gravel roofs are not permitted. Other materials not specifically mentioned are subject to review and approval by the NCC or the MC, as applicable. Shingles may be used as long as

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they are specified to be fiberglass and fungus resistant. Mansard roofs and Gambrel roofs, characterized by lower slope and flatter upper portion shall not be permitted. Roof top mechanical equipment must be located so as to reduce or eliminate its visibility from the street, sidewalk or adjacent properties. Gutters and down spouts may be exposed only if painted properly to match the color of the fascia, wall or column. All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof. Minimum roof pitches in Bartram shall be six to twelve (6:12), unless otherwise approved by the NCC.

- D. The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design. All materials must be in compliance with the Standard/Southern Building Code. Exterior wall finishes will be consistent in color schemes. All exterior finishes will be subject to review and approval by the NCC or the MC, as applicable. Exposed concrete block walls are not permitted nor are walls with any other type of exposed modular concrete units. No unfinished or unpainted metal finishes are permitted:

Acceptable finishes are as follows:

- a. Brick;
- b. Vertical RB&B (T 1-11) (sides and rear only);
- c. Stucco; or
- d. Lap Siding.

(Note that when using brick and lap siding, the brick shall wrap around a minimum of twenty-four inches (24") to the side elevations.)

- E. All window framing will be bronzed or white anodized aluminum or wood. Window shutters may be used. Painted wood or fiberglass will be acceptable.
- F. Preferred Builders may offer color schemes previously approved by the NCC. When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout Bartram. Paint colors are subject to review and approval by the NCC or the MC, as applicable.
- G. Every residence constructed shall have an attached or detached garage, and shall contain at least enough space to park two (2) full-size automobiles. It is preferred that garages have a side entry relative to the orientation of the associated dwelling.
- H. Screen doors shall be compatible with the design and color of the home. Entrance doors shall be compatible with the house design. Material shall be solid wood or insulated metal. Garage doors shall be compatible with entrance doors and may include glass panels.

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- I. No screened enclosure shall be permitted on the front of the house. Patio or pool screened enclosures shall be permitted, subject to the prior approval of the MC. If the proposed enclosure comes with a roof, it shall be consistent with the main house roof, i.e. use same color and type of roof shingle. If the roof of the proposed enclosure is made of metal, then the metal shall match the color of the roof of the main structure. If the roof of the proposed enclosure is made of screen, then the metal structure shall match the color of the window frames of the house. Awnings shall be permitted only at the discretion of the NCC or the MC, as applicable.
- J. Plans for any free-standing accessory structure such as, but not limited to, a barn, pavilion, gazebo, platform, playhouse, storage room, cabana, etc., must be submitted to the NCC or the MC, as applicable, for approval with the required drawings and information. Areas surrounding all free-standing structures shall be landscaped so as to be reasonably screened from the view of adjacent property owners.
- K. Fencing shall be permitted in accordance with Section 10.17 of the Declaration. Exceptions may be granted upon review based on architectural merit at the sole discretion of the NCC or MC, as applicable, especially where brick or stucco walls, or trellises, or other similar extensions of the structure are incorporated as part of such fence enclosures. However, in no event shall chain link fences be permitted.
- L. All recreational structures (excluding basketball backboards) shall be located in the rear portion of the building envelope or reserve area. No platform, doghouse, tennis court, playhouse or the like (except basketball backboard) shall be constructed on any part of the front portion of the lot, and shall be constructed so as to not adversely affect the adjacent lots or the use thereof.
- M. All such uses must be landscaped and are subject to the prior approval of the NCC or the MC. The NCC or the MC shall review the height of such structures to assure the privacy of neighboring homeowners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac. No window or wall air conditioning units are permitted on the front walls of any house.
- N. Construction of any swimming pool or tennis court is subject to prior review and approval by the MC.
- O. The location of all septic tank mounds and wells shall be in the rear portion of the lot. Filters will be required when the source of water could stain the exterior walls.
- P. Subject to the rules and regulations promulgated by the Federal Communications Commission from time to time, the installation of all aerials, antennae or satellite dishes shall be subject to the approval of the MC, but in no event shall any aerials,

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antennae or satellite dishes be installed or located in the front of the dwelling structure, and shall be reasonably screened from public view.

- Q. All single-family homes built in Bartram are required to have an approved mailbox, subject to the provisions of Subsection 10.1.1. of the Declaration.
- R. Adherence to Guidelines set forth herein shall be required by each homebuilder and homeowner in Bartram. However, the NCC and the MC expressly reserve the authority to change or waive any requirement set forth herein if, in their sole discretion, either deems such waiver or change is in the best interest of Bartram and the owners therein.

4. **MAINTENANCE**

During construction, all debris shall be placed in a single location on the lot of the construction site only. The debris shall be contained by some type of barrier (e.g. wire fencing) to assist in keeping the debris from being scattered.

After construction, no debris or trash of any kind shall remain on any lot, or on sidewalks or streets contiguous thereto; no excess building material, storage shed or trash shall remain on such lot, sidewalk or street. It is hereby made the duty of the homebuilder or their agent, or the homeowner, to remove or cause to be removed any and all of the above debris within seventy-two (72) hours of notification by the NCC or the MC. Failure to comply with the request will cause removal of the debris by action of the NCC or the MC and all related costs will be charged to the homebuilder or to the homeowner.

5. **FEES**

The NCC and the MC have approved certain fees to be paid by the homebuilder or homeowner for plan review by Bar T Ranch, Inc., as their agent. These fees are subject to change without notice.

6. **TEMPORARY MOBILE HOMES**

Mobile homes shall be permitted for the period of time stated in the Declaration, subject to the prior written consent of the NCC. Any mobile home approved by the NCC shall be painted a color reasonably acceptable to the NCC so that it will compliment the surrounding environment. The NCC shall consider, in its sole discretion, such criteria including, but not limited to, size, age, make, model, condition, and the like, of the mobile home when making a determination as to approval of such mobile home. In all cases, and at all times, any mobile home approved by the NCC shall be maintained in a neat and attractive condition and be in as good repair, mechanical condition, running order and aesthetic condition as such mobile home is on the date of initial approval by the NCC.

Instr #2015002532 BK: 3976 PG: 965, Filed & Recorded: 1/14/2015 3:22 PM #Pgs:3
Cheryl Strickland, Clerk of the Circuit Court St. Johns County FL Recording \$27.00

**First Amended and Restated Articles
Declaration of Covenants and Restrictions for
Bartram Downs Homeowners Association, Inc.**

January 09, 2015

Exhibit A - Property Description
Exhibit B – Articles of Incorporation
Exhibit C – Bylaws
Exhibit D – PRD Master Development Plan
Exhibit E – Driveway Specifications
Architectural Guidelines, May, 2002

Original and now amended document identification:

Link: <http://www.clk.co.st-johns.fl.us>

Instrument #	02052838
Book/Page	OR 1811 / 1570
Record Date	09/10/2002 04:40:00 PM
Book Type	OR

Bartram Downs Homeowners Association, Inc., a Florida not-for-profit corporation.
This Declaration is made this day of December 15, 2014 at the yearly Association's meeting with the approval of 75% from the 20 member lot owners.

Amended:

All references to NCC and MC in any Article will be referred to as Board of Directors. NCC and MC were developer committees. Any reference to Developer will now be referred to as Board of Directors.

Amended:

By-Laws, page 5, Board of Directors, section 4.2 (e)
This chapter defines Class A and Class B members. Lot owners are Class A, Class B were the developers. There are no longer any class B members, remove class B definition.

Amended:

Architectural Guidelines, page 5, **Structures**.
Paragraph (A) removed in its entirety and replaced with the following:
All homes built in Bartram Downs must have a minimum two thousand (2000) square feet of livable heated and air conditioned space. This applies to the main building on the lot and will not include any patios, decks, utility rooms, sun rooms, screened-in areas, or pools in this calculation. Garages of any type (attached or detached) will not be included in the calculation even if it is duct for HVAC.

BK: 3976 PG: 966

Amended:

Declaration of Covenants and Restrictions, page 17, section 10.11, **Trees and Landscaping**.
This entire section (10.11) is voided and removed.

Amended:

Declaration of Covenants and Restrictions, page 18, section 10.17, **Fences**.
This section (10.17) removed in its entirety and replaced with the following:

Chain link fences are prohibited on any portion of the Property. The following types of fences shall be permitted:

1. Privacy Fence. This fence type shall be no higher than six feet (6') and must be approved by the Architectural Committee.
2. Animal Control. This fence type is typically used for animal control and to define property lines or enclose the Lot area without obscuring views, and shall be subject to the following:
 - Height shall not exceed four feet (4');
 - Four inch (4") square or three inch (3") round posts shall be placed every four feet (4') on center along the entire length of the fence; such posts shall be attached to the fence, perpendicular to the ground, and shall be set in the ground a minimum of one foot (1');
 - Interior fence material shall consist of either field fence, hog wire or horse wire;
 - Exterior fence material and design shall consist of three (3), one inch by six inch (1"x 6") black board runners; such board runners shall be placed at the top, middle and bottom of the fence, a minimum of eight inches (8") but no more than ten inches (10") apart, and shall run along the entire length of the fence, provided however, that the bottom board runners are placed six inches (6") from the ground, and the top board runners are placed level across the entire length of the fence, without regard to the natural grade of the land.

Adjoining Lot Owners are encouraged to cooperate with one another in the placement and design of their fencing so as to present a unified, contiguous and complementary appearance.

Amended:

Declaration of Covenants and Restrictions, page 14, section 10.1, **Building Envelopes**.
Any reference to Mobile Homes in this section (10.1) will be replaced with the following:
Mobile homes, Factory or Manufactured homes, or house trailers of any type are PROHIBITED on any portion of the Property, even if temporary.

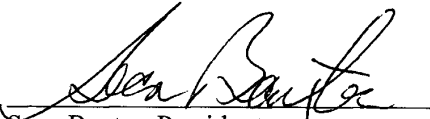
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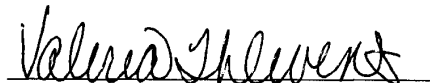
Amended:

Architectural Guidelines, page 8, **Temporary Mobile Homes.**

This section removed in its entirety and replaced with the following:


Mobile homes, Factory or Manufactured homes, or house trailers of any type are PROHIBITED on any portion of the Property, even if temporary.


Sean Baxter, President

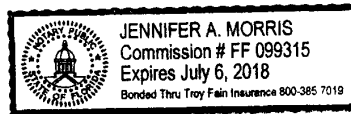

Valeria Thliveros, Secretary

State of Florida
County of St Johns

SWORN to and SUBSCRIBED before me this 14 day of JAN, 2015 by Sean Baxter as President, and Valeria Thliveros as Secretary, of BARTRAM DOWNS HOME OWNERS ASSOCIATION, who have produced F.L.D.L. as identification and who executed the forgoing with the full corporate authority and who did take an oath.


Notary Public, State of Florida

Notary Seal or Stamp



Expiration Date