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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
BARTRAM SPRINGS
AND
NOTICE OF ASSESSMENTS FOR BARTRAM SPRINGS
HOMEOWNERS ASSOCIATION, INC.**

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made as of the 28th day of JANUARY 2003, by SANDLER AT BARTRAM LAKES, L.L.C, a Virginia limited liability company, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1.

DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Control Committee" or "ACC" shall mean and refer to the committee of the Homeowners Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration.

(b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Homeowners Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Homeowners Association is attached hereto as Exhibit "B".

(c) "Assessments" shall mean and refer to the various forms of payment to the Homeowners Association which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.

(d) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.

(e) "Bartram Springs Community" shall mean any and all land which is from time to time subjected to this Declaration, including without limitation, the Property and the Future Development Property.

(f) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Homeowners Association, from time to time.

(g) "Bylaws" mean the Bylaws of the Homeowners Association, as amended from time to time. A copy of the initial Bylaws of the Homeowners Association is attached hereto as Exhibit "C".

(h) "Common Property" shall mean and refer to the Property, which is conveyed to the Homeowners' Association, plus all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance; together with the landscaping and any improvements thereon, including, without limitation, all of the following if located thereon, any private roadways and pedestrian walkway areas, structures, recreational facilities, walkways, accessways, public plazas, green space, open space, conservation or preservation areas, entrance ways, signage, irrigation systems and street lights, if any, but excluding any public utility installations thereon. Certain lands which would traditionally be deemed to be Common Property may be conveyed by the Declarant to the CDD, as such they shall be maintained in accordance with the requirements of Chapter 190, Florida Statutes and any bonds which are issued in connection therewith. Only those lands which are in fact conveyed to the Association shall be deemed to be Common Property under this Declaration and shall be maintained subject to the terms and conditions hereof and subject to the Assessment provisions set forth in Article 7.

Without limiting the generality of Section 1.2, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.2) such determination shall be binding and conclusive. Provided however, the foregoing list shall not be deemed to be a representation that the Declarant will provide any specific form of Common Property. In the event that the Homeowners Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Property for the purposes of but only for the purposes of, the Homeowners Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant.

(i) "Community Development District" or "CDD" shall mean and refer to the Bartram Springs Community Development District formed pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of providing certain funding of the construction, maintenance and repair of improvements serving the Bartram Springs Community.

(j) "Community Systems" shall mean and refer to any and all cable television, telecommunication, community intranet, internet, optic cable systems, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures for receiving and transmitting electronic data, signals and audio or video communications, security monitoring systems, utilities (including those based on, containing or serving future technological advances not now known), together with all conduits, wires, amplifiers, towers, antennae and other apparatus and equipment for the provisions thereof, installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Parcel.

(k) "County" shall mean and refer to Duval County, Florida.

(l) "Declarant" shall mean and refer to Sandler at Bartram Lakes, L.L.C., a Virginia limited liability company, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property or the Future Development Property (as hereinafter defined). In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Homeowners Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Homeowners Association upon the transfer of control of the Homeowners Association.

(m) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(n) "District" means a group of Parcels or portion of the Property which have as an appurtenance thereto the right to receive additional services or are benefited by Improvements which do not benefit or service other Parcels or portions of the Property. The Parcels or Property shall be designated as a District in a Supplemental Declaration and shall be subject to District Assessments to pay for the maintenance, repair or restoration of such Improvements or Services. If the Declarant determines to construct condominium units, such units shall constitute a District but any District Assessments may be collected and expended by the condominium association rather than the Association.

(o) "Future Development Property" shall mean and refer to the Property described on Exhibit "D" attached hereto and made a part hereof, any or all of which may, but none which shall be obligated to, be brought within the Property. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.

(p) "Homeowners Association" shall mean and refer to BARTRAM SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

(q) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property including,

without limitation, fountains, swimming pools, jacuzzis, private walls, fences, awnings, shutters, gates, flower boxes, landscaping, exterior lighting, outdoor ornamentation, solar panels, docks and any and all recreational structures and any ancillary structures, creation or alteration of any lake, lagoon, marsh or site grading.

(r) "Limited Common Property" shall mean and refer to such portions of the Common Property which are intended for the exclusive use (subject to the rights, if any, of the County, the City, the Homeowners Association and the public) of the Owners of specific Parcels, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Property shall include the Limited Common Property.

(s) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance.

(t) "Member" shall mean and refer to all those Owners who are Members of the Homeowners Association as hereinafter provided, including, without limitation, the Declarant.

(u) "Member's Permittees" shall mean and refer to the following persons and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family): (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

(v) "Mortgage" means any bona fide first Mortgage encumbering a Parcel as security for the repayment of a debt obligation.

(w) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a

Mortgage now or hereafter placed upon any Parcel, including Declarant, or its assignee.

(x) "Parcel" means (a) any plot of land designated as a "lot" upon the recorded subdivision plat of the Property and/or all or any part of the Bartram Springs Community, (b) any Parcels or parts of Parcels or land included in the Bartram Springs Community which consists of recombined Parcels or a Parcel combined as hereinafter described, (c) any condominium or townhome unit, including the undivided share in the common elements or common property appurtenant thereto or (d) any legally described parcel of land which is owned by a single person or entity and developed for an apartment complex. References to a Parcel shall also include any Improvements constructed thereon, unless specifically noted to the contrary.

(y) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated upon or within the Property.

(z) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Regulation, the Florida Department of Natural Resources, St. Johns River Water Management District, the Army Corps of Engineers, and the Florida Department of Transportation.

(aa) "Plat" shall mean and refer to the recorded survey of any portion of the Property which is made and recorded in accordance with Chapter 177, Florida Statutes.

(bb) "Property" shall mean and refer to all properties described in Exhibit "A" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(cc) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(dd) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Homeowners Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this

Declaration, designating a portion of the Property as a Common Property hereunder or for such other purposes as are provided in this Declaration.

(ee) "Unit" shall mean and refer to any dwelling unit constructed on a Lot or any condominium dwelling unit in any condominium building that may be erected on any parcel of land within the Property or any apartment unit (whether attached, detached, single family or multi-family), which land is designated by Declarant by recorded instrument to be subject to this Declaration (and to the extent Declarant is not the Owner thereof, then by Declarant joined by the Owner thereof).

1.2 Interpretation.

The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Homeowners Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Homeowners Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Homeowners Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Homeowners Association and the Property, the preservation of the values of the Parcels and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE 2.

**PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS AND WITHDRAWALS**

2.1 Legal Description.

The initial real property which is owned by Declarant and which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property" at the time of recording this Declaration.

2.2 Supplements.

Declarant may from time to time subject other land within the Future Development Property under the provisions of this Declaration by Supplemental Declarations

(which shall not require the consent of then existing Owners, the Homeowners Association or any Mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Parcels shall be deemed to have automatically consented to any such rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion thereafter made by Declarant (or the applicable Declarant-affiliated Owner) and shall evidence such consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). A Supplemental Declaration, including without limitation, a declaration of condominium, may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein, including without limitation the establishment of a District, or in the case of a condominium establishment of a condominium regime as set forth in Chapter 718, Florida Statutes; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units, Parcels, Common Property and/or Limited Common Property) then owned by the Declarant or its affiliates or the Homeowners Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.4 Common Property.

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not a Common Property under this Declaration, the Declarant may, without the consent of the Homeowners Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of the Property, the Homeowners Association may, without the consent of then existing Owners, record the aforesaid

Supplemental Declaration, which shall have the same dispositive and binding effect. Notwithstanding the foregoing, no Supplemental Declaration may change the common elements of a condominium.

2.5 Lands Owned by Others.

From time to time the Declarant may permit lands to be annexed which are owned by other persons. Any declaration or supplemental declaration which subjects lands owned by other persons, irrespective of whether such lands are part of the Future Development Property may be annexed provided that the Owner of such land and the Declarant consent to such annexation.

ARTICLE 3.

**MEMBERSHIP AND VOTING RIGHTS IN THE HOMEOWNERS
ASSOCIATION**

3.1 Membership.

Every person or entity who is a record Owner of a fee interest in any Parcel shall be a mandatory Member of the Homeowners Association which membership shall be appurtenant to, and not be separated from title to a Parcel. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Homeowners Association.

3.2 Voting Rights.

All Owners are members of the Homeowners Association and have a vote in Homeowner Association matters as are provided in the Articles of Incorporation of the Homeowners Association. It is understood and acknowledged that in the event that pursuant to a Supplemental Declaration, the Declarant permits the development of multi family dwellings, including without limitation, townhouse or condominium communities or apartment complexes, such dwellings may be assessed at a different rate than single family detached dwelling parcels and may have a reduced voting percentage, all as more fully set forth in the Articles of Incorporation.

3.3 Powers of the Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Association shall be exercised by the Board of Directors, except that the Board of Directors may not act on behalf of the Association to:

1. Amend the Declaration;
2. Terminate the Association or this Declaration;
3. Elect Directors to the Board, except prior to Turnover;
4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.
5. Mortgage the Common Property.

The foregoing matters shall be subject to the approval of the Voting Members holding the requisite number of votes.

3.4 Amplification.

The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Declarant intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

3.5 General Matters.

When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.

ARTICLE 4.

**COMMON PROPERTY; CERTAIN EASEMENTS;
COMMUNITY SYSTEMS**

4.1 Members' Easements.

Except for Limited Common Property as herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Homeowners Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Homeowners Association to levy assessments against each Parcel for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration and/or as set forth on the Plats of portions of the Property from time to time recorded.
- (b) The right of the Homeowners Association to suspend the Member's (and his Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any assessment against its Parcel remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Homeowners Association's lawfully adopted rules and regulations.
- (c) The right of the Homeowners Association to charge reasonable admission and other fees for the use of any recreational facilities, owned by the Association, situated on the Common Property.
- (d) The right of the Homeowners Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Homeowners Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Homeowners Association as set forth in its lawfully adopted and published rules and regulations.
- (f) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon (if any).
- (g) The right of Declarant and the Homeowners Association to have, grant and use blanket and specific easements over, under and through the Common Property.
- (h) The right of the Homeowners Association to dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, the Community Development District or similar entity under such terms as the Homeowners Association deems appropriate and to create or contract with the other association, community development district and special taxing districts for lighting,

roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Homeowners Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Parcels, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

(i) The right of the Association to mortgage the Common Property with the consent of the Owners holding two thirds of the votes cast in person or by proxy at a meeting at which a quorum is present.

(j) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.3 above.

(k) The easements set forth in any recorded instrument affecting the Property subject to this Declaration.

(l) The right of the Board of Directors of the Association to adopt rules and regulations in connection with the Property and Common Property. The initial rules are set forth in Exhibit E.

(m) The right of the Board of Directors of the Association to enter into agreements with the Community Development District to maintain certain facilities or improvements owned by the Community Development District within the Bartram Springs Community on such terms and conditions as the parties may reasonably agree.

4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Parcel, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.3 Maintenance.

Subject to the right of the Declarant, the Homeowners Association shall maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities Community Systems to the extent same have not been made Common Property and except the Limited Common Property designated to be maintained by Owners) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Homeowners Association. Without limiting the generality of the foregoing, the Homeowners Association shall assume all of Declarant's and its affiliates' responsibilities to the County, the City, and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Property and shall indemnify and

hold Declarant and its affiliates harmless with respect thereto in the event of the Homeowners Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Homeowners Association pursuant to this Declaration shall be paid for by the Homeowners Association through assessments (either general or special) imposed in accordance herewith. The Homeowners Association, on behalf of itself, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Homeowners Association shall then have the power to allocate portions of such expenses among the Homeowners Association or Districts, based on such formula as may be adopted by the Homeowners Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Homeowners Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property. Without limiting the generality of the foregoing, the Homeowners Association shall assume all of Declarant's and its affiliates' responsibility to the City and the County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Property maintained by it and shall fully indemnify and hold Declarant (and its affiliates), the City and the County (and their governmental and quasi-governmental subdivisions of any kind), and the parties joining herein harmless with respect thereto.

4.4 Street Lights.

Except to the extent that street lights are maintained by JEA or its successor or assign, the Homeowners Association shall be responsible for the cost of electricity, operation, maintenance, repair of all replacements of street lighting fixtures, installations and equipment serving the Common Property (solely or primarily) maintained by the Homeowners Association, even if same are located within the Common Property within a District (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive.

4.5 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Parcels within the Property, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over any private streets within the Common Property, subject to the parking restrictions set forth herein.

4.6 Utility and Community Systems Easements.

Use of the Common Property for utilities and Community Systems, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration and said Plats. Declarant and its affiliates and its and their designees have reserved a perpetual easement over, upon and under the Common Property and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

4.7 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.8 Ownership.

The Common Property, which is conveyed or intended to be conveyed to the Homeowners' Association, is hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, and the Owners of all Parcels that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Homeowners Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, at Declarant's sole option, be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Declarant determines are necessary or convenient) to the Homeowners Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Homeowners Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Homeowners Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Parcels have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Parcels within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Homeowners Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Homeowners Association as of the date of such recordation. Any lands which

are conveyed or intended to be conveyed to the CDD are excluded from this provision.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Parcels) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in the Bartram Springs Community.

4.9 Community Systems.

Declarant reserves for itself its officers, employees, agent, invites, contractors and subcontractors, successors and assigns, and grants to the Association and the CDD, a perpetual non-exclusive easement for ingress and egress over, across and under the Common Property and the rights of way of all publicly dedicated streets for the installation, repair, operation and maintenance of all Community Systems. Declarant further reserves unto itself and any successors or assigns to which it assigns, in whole or in part, the rights as Declarant, to select, in its sole discretion, the service providers for any and all Community Systems to serve the Parcels as Declarant may deem appropriate and further reserves the right to assign or grant to such exclusive service providers the exclusive, perpetual right to install, maintain, repair, replace and/or reconstruct all lines, equipment and facilities relating, directly, or indirectly, to such services and Community Systems, as is from time to time permitted by applicable law. The Homeowners Association and each owner of a Parcel, by virtue of the Parcel being subjected to this Declaration, hereby consents to any such determination by Declarant, the results of which may include payment for such services pursuant to agreement through assessments levied against the Parcels. In addition, Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community

Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to a service provider, the Homeowners Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Parcel) or to continue to own such portion of the Community Systems itself. Without limiting the generality of any other provision hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith. Provided, however, that if the Homeowners Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Homeowners Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section, (i) may be made with or without consideration, which consideration may be retained by the Declarant, (ii) shall not require the consent or approval of the Homeowners Association or any Owner and (iii) if made to the Homeowners Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed, including without limitation the obligation to pay all applicable costs associated therewith). If the assignee is a service provider, the Declarant shall insure that service provider shall be required to provide competitive Community Services to the Property, at rates comparable or less than market rates and service charges in the aggregate for similar service providers in Duval County, Florida. Provided however, the Declarant shall be entitled to receive, and shall be entitled to retain, any rebate, credit, fee or incentive relation to the installation, operation or provision of any Community System. No Owner shall avoid liability for the charges associated with the Community systems and Services by electing not to utilize the Community Systems or Services.

4.10 Re-Use Water.

At such times as re-use water is available to the Property, Declarant or Homeowners Association may be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental regulations and hereby indemnify and hold Declarant harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with installation, distribution and use of such re-use water.

4.11 Assignment of Rights and Obligations of Association.

It is understood and acknowledged that Declarant has formed the Bartram Springs Community Development District ("CDD") in accordance with Florida Statutes to perform and finance certain on site and off site development improvements and to maintain such improvements, all as set forth in the CDD documents. In such event,

Declarant and Association may, but are not obligated to, assign certain rights and duties under this Declaration relating to what is commonly known as Common Property to the CDD. Upon such assignment the Declarant and Association shall record in the public records of the County an assignment of the rights, specifying these rights, duties and obligations assigned to the CDD. Further, it is understood and agreed that the Association and the governing board of the CDD may enter into such agreements for maintenance and access of common Property as permitted by applicable law.

ARTICLE 5.

MAINTENANCE OF UNITS, LOTS AND PARCELS

5.1 Obligations.

Unless required to be maintained by a condominium association, the Owner of a Parcel shall maintain all exterior surfaces and roofs, fascias and soffits of the structures (including the Unit) and other improvements located on the Parcel (including driveway and sidewalk surfaces and the portion of the right of way lying between the extensions of the side Lot or Parcel lines and the paving of the road as well as any portion of land lying between the Owner's Lot or Parcel line and the edge of water in any lake) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of sliding glass doors) and mail boxes. No weeds or other unsightly vegetation shall be permitted to grow or remain on any Parcel and no refuse pile or unsightly object shall be allowed to be placed or remain on any Parcel. Provided however, until a Parcel is cleared, such Parcel may remain in their natural condition. Both sides of all approved fences shall be maintained by the Owner in good and workmanlike condition including without limitation those fences located adjacent to Bartram Springs Boulevard, Ginny Springs Road and Cherry Lane Drive. All masonry walls constructed by the Declarant shall be maintained by the Homeowner Association or the CDD.

The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Improvements as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit, or such new colors as may be approved by the ACC), as often as is necessary to comply with the foregoing standards.

5.2 Right of Entry.

In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain its Parcel, the Homeowners Association shall have the right to enter upon the Parcel in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Homeowners Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Homeowners Association in its sole discretion. There is hereby created an easement in favor of the Homeowners Association, and its applicable designees over each Parcel for the purpose of entering onto the Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

ARTICLE 6.

CERTAIN USE RESTRICTIONS

6.1 Applicability.

The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Declarant or any of its designees or to Parcels, or other property owned by Declarant or its designees.

6.2 Uses of Parcels.

All Parcels (and appurtenant Common Property) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any deed or lease of the Parcel from the Declarant, as same may be amended from time to time) or Parcel owned by the Declarant may be converted for use as a road to provide access to lands within or without the Property.

6.3 Lot Resubdivision.

No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner. Provided this restriction shall not prohibit corrective deeds or similar corrective instruments. The Declarant has the right to reconfigure Lots or modify subdivision plats of the Property if Declarant owns all the land within the legal description of the Property to be subjected to the replat or modification or if all

Owners of land which is included within the portion of the Property so modified or subdivided, consent to such modification or subdivision, which consent shall not be unreasonably withheld or delayed.

6.4 Easements.

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded Plats covering the Property and/or as provided herein. The appropriate water and sewer authority, electric utility company, telephone company, natural gas company, the Homeowners Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for, but no obligation for, the installation and maintenance of all underground, of water lines, sanitary sewers, storm drains, and electric, telephone, natural gas and Community System lines, cables and conduits, under and through the utility easements as shown on the Plats.

6.5 Nuisances.

Nothing shall be done or maintained on any Parcel which may be or become an annoyance or nuisance to the occupants of other Parcels. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

6.6 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

6.7 Visibility at Intersections.

No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Homeowners Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

6.8 Parking and Vehicular Restrictions.

Parking in or on the Common Property or on any Parcel shall be restricted to the parking areas therein designated for such purpose. No person shall park, store or keep on any portion of the Common Property, Parcel any large commercial type

vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck, etc.), nor may any person keep any other vehicle on the Common Property, Parcel which is deemed to be a nuisance by the Board. Any boat, boat trailer or other water craft, camper, trailer or other recreational vehicle must be parked in a garage or be stored in the rear or side yard screened from view from the street by a six (6') foot fence as strictly approved by the ACC on a site specific basis in the ACC's sole discretion. Provided however, no boat, boat trailer, watercraft, recreational vehicle or any other type of vehicle may be stored on a Parcel where such vehicle is visible from a lake.

No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Property or Parcel. No person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Common Property or Parcel. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. The decision of Declarant to assign specific parking spaces within the Common Property to designated companies or persons, or for specified uses, shall be final, binding and conclusive.

6.9 Exterior Antennas.

To the extent permitted by law, exterior antennas, satellite dishes or similar equipment which are no larger than one meter in diameter shall be permitted on any Parcel or Improvement thereon, provided that Declarant and its affiliates shall have the right to install and maintain Community Systems. In all events any antenna, satellite dish or similar equipment shall be subject to architectural control under Article 8, to the extent permitted by law and shall be located so as to minimize their visibility from the street to the extent possible and still receive good transmission.

6.10 Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the ACC and with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

6.11 Signs.

No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of a Parcel, except for one real estate "for Sale" sign, which shall not be larger than two (2) feet square or any portion of

the Common Property without the prior written consent of the ACC, except signs, regardless of size, used by Declarant, its successors or assigns, including builders, for advertising during the construction, sale and leasing period.

6.12 Animal Restriction.

No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Property or on or in any Parcel except that no more than three (3) dogs and (3) cats, exceeding the age of six weeks. No dog, cat or other pet may run loose (unleashed) on Common Property, and pets may be walked only in areas designated for such purpose by the Homeowners Association, if any. Specific rules and regulations which are more restrictive regarding pets may be adopted pursuant to a Supplemental Declaration or by the Association in its rules and regulations.

Provided however, the Homeowners Association is not required to take legal action in order to enforce this provision. The Homeowners Association may, in its sole discretion, determine to permit certain matters to be determined by and among the Owners.

6.13 Trash.

No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the ACC.

6.14 Temporary Structures.

Except as may be used or permitted by the Declarant during periods of construction, renovation, marketing and sales, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property.

6.15 Mailbox.

No mail box or paper box or other receptacle of any kind for use in delivery of mail, newspapers or magazines may be erected or located on any Parcel without the approval of the ACC.

6.16 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released or disposed of on or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturer's directions and applicable safety laws and codes.

6.17 Driveways.

Prior to the construction of any driveway, information must be submitted to the County Engineer on the proposed elevation of the driveway from the right of way line to edge of the pavement. The driveway shall be constructed of concrete or other non-permeable material in accordance with the elevations, plans, and specification for the driveway as approved by the County and the ACC in accordance with the procedures set forth herein.

6.18 Window Air Conditioning Units.

No window or wall air conditioning units will be permitted. All HVAC compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

6.19 Garages.

All single family houses shall be constructed with a garage which will house at least two (2) but no more than four (4) vehicles. All garage doors shall be kept closed except when vehicles are entering or exiting.

6.20 Clothes Drying Area.

No portion of any parcel shall be used as a drying or hanging are for laundry of any kind, unless full screened from the view of neighboring Owners and from the street.

6.21 Painting of Exposed Areas of Roof.

All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

6.22 Artificial Vegetation.

No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior portion of any Parcel, unless approved by the ACC.

6.23 Games and Play Structures.

All tennis courts and other play structures (except basketball backboards) shall be located at the rear of the single family dwelling on any Lot or on the inside portion of a corner Lot within the set back lines. No platform, doghouse, tennis court, playhouse, or structures of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of the single family dwelling constructed on the Lot and any such structure must have prior approval of the ACC. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

6.24 Variances.

The Board of Directors of the Homeowners Association shall have the right and power to grant variances from the provisions of this Article and from the Homeowners Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

6.25 Access.

Owners shall allow the Board of Directors or the agents, contractors or employees of the Association to enter upon any Parcel for the purpose of maintenance, inspection, repair or replacement of the improvements upon the Parcel, or in the case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

6.26 Declarant Exemption.

In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Homeowners Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property and the Future Development Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in the Property and the Future Development Property and of disposing of Lots, Units and/or Parcels therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Property; or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Parcels owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Lots, Units and/or Parcels , or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale or other disposition of the Property and the Future Development Property, or any part thereof.

ARTICLE 7.

COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere herein, Declarant (and each party joining in any supplemental declaration), for all Parcels now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Parcel by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Homeowners Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Homeowners Association, of and for the maintenance, management, operation and insurance of the Common Property (including, without limitation if delegated to the Association, the Stormwater Management System) and the Homeowners Association and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Homeowners Association may deem necessary, capital improvement assessments, as provided in Section 7.5 hereof, special assessments as provided in Section 7.4 hereof, as may be agreed to by and between the Homeowners Association and the CDD for the maintenance and operation of certain improvements owned by the CDD and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Homeowners Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Parcels for fines, expenses incurred against particular Parcels and/or Owners to the exclusion of others and other charges against specific Parcels or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 7.10 below. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

7.2 Rates of Assessments.

For the purposes hereof each Parcel which is intended to be developed with a single family detached dwelling shall constitute one (1) Assessment Unit. In the event that apartments are developed within the Property which are leased to residents and owned by a single person or entity, the apartments shall each constitute 1/2 Assessment Unit and the Owner of the Apartment Parcel shall pay an annual

assessment based upon such pro ration. In the event that fee simple attached multifamily dwellings are developed within the Property which are to be sold on a fee simple basis, each multi-family dwelling and its Owner shall be obligated to pay an amount equal to 3/4 Assessment Unit. In the event of any dispute as to the allocation of assessments, the determination of the Board of the Homeowners Association shall be binding and dispositive. Declarant may modify such formula with respect to future Parcels in the Supplemental Declaration bringing such Parcels under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. To the extent that Property to be developed for non residential uses may be subjected to this Declaration, the Supplemental Declaration shall set forth the equivalent Assessment Units for each such use.

The Board of Directors shall budget and adopt assessments for the Homeowners Association's general expenses and for those expense items associated with any Limited Common Property (which may be declared hereby or in any Supplemental Declaration by the Declarant alone, and the expenses attributable to same shall be borne solely by those persons entitled to use of the Limited Common Property, as District Assessments unless otherwise provided herein or in such Supplemental Declaration).

7.3 Purpose of Assessments.

The annual assessments levied by the Homeowners Association shall be used for the purposes expressed in Section 7.1 above and for such other purposes as the Homeowners Association shall have within its powers and from time to time elect to undertake.

7.4 Special Assessments.

In addition to the annual and capital improvement assessments which are or may be levied hereunder, the Homeowners Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee ((b) for the costs of work performed by the Homeowners Association in accordance with Article 5 of this Declaration (together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time

specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

7.5 Capital Improvements.

Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Homeowners Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 10 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Homeowners Association (other than by borrowing) shall be levied by the Homeowners Association as assessments only upon approval of a majority of the Board of Directors of the Homeowners Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Homeowners Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Homeowners Association's Board of Directors.

7.6 Parcel Assessments.

The Association may, by a majority vote of the Board of Directors, from time to time, levy a Parcel Assessment against a particular Parcel and its Owner for the purpose of defraying, in whole or in part, the cost of any repairs, maintenance or restoration, as provided herein, for the construction, reconstruction and repair of such Parcel, which is caused by the acts or omissions of the Owner, or such Owner's agent, family or invitee.

7.7 District Assessments.

In the event the Declarant determines to provide Improvements or services which serve some Owners to the exclusion of others and therefore designate a District, these benefiting from such additional Improvements or services shall be assessed the cost thereof by the Association. The Board of Directors shall prepare a budget for such costs and shall designate the Parcels which shall be subject to payment of the District Assessments therefor.

7.8 Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for in this Article shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-or quarter-annual installments if so determined by the Board of Directors of the Homeowners Association (absent which determination they shall be

payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment. District Assessments shall commence as of the date set forth in the Supplemental Declaration creating the District.

7.9 Duties of the Board of Directors.

The Board of Directors of the Homeowners Association shall fix the date of commencement and the amount of the assessment against the Parcels subject to the Homeowners Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Homeowners Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Homeowners Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

7.10 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Homeowners Association.

If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided herein to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within

fifteen (15) days after the due date, at the option of the Homeowners Association, a late charge not greater than the amount of such unpaid installment may be imposed; provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum). The Homeowners Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Parcel on which the assessments and late charges are unpaid, may foreclose the lien against the Parcel on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Parcel shall be levied by the Homeowners Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Parcel as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Property until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.12 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Homeowners Association.

It shall be the legal duty and responsibility of the Homeowners Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

The Homeowners Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Unless provided for in a Mortgage on a Parcel, failure to pay assessments does not constitute a default under a Mortgage.

7.11 Subordination of the Lien.

The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first Mortgage; provided, however, that any such Mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Homeowners Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

7.12 Collection of Assessments.

In the event that at any time the collection of assessments levied pursuant hereto is made by an entity other than the Homeowners Association, all references herein to collection (but not necessarily enforcement) by the Homeowners Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

7.13 Declarant's Assessments.

Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Parcels owned by it, (ii) pay assessments only on certain designated Parcels (e. g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Parcels and in lieu thereof fund any resulting deficit in the Homeowners Association's operating expenses not produced by assessments receivable from Owners other than Declarant and any other income receivable by the Homeowners Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Homeowners Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Homeowners Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus

carried forward from the preceding year(s). Declarant may from time to time change the option under which Declarant is making payments to the Homeowners Association by written notice to such effect to the Homeowners Association. If Declarant at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Parcels which are not designated under option (ii). When all Parcels within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Homeowners Association for the payment of assessments, deficits or contributions.

7.14 Homeowners Association Funds.

The portion of all regular assessments collected by the Homeowners Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Homeowners Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.15 Working Capital Contribution.

Each purchaser may be required to make a one time working capital contribution to the Homeowners Association as established by the Declarant or the Homeowners Association which may be used for additional capital improvements or services which were not included in the original budget categories and may be used by the Declarant to fund the operating deficit.

ARTICLE 8.

ARCHITECTURAL CONTROL; GENERAL POWERS

8.1 Members of ACC.

The ACC shall consist of three (3) members. The initial members of the ACC shall consist of persons designated by Declarant. Each of the initial members shall hold office until all Parcels and improvements planned for the Property and the Future Development Property have been constructed and conveyed (if appropriate), or sooner, at the option of Declarant. Thereafter, each new member of the ACC shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ACC (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the ACC appointed or designated by the Declarant may only be removed by the Declarant.

8.2 Review of Proposed Construction.

Subject to Section 8.10 below, no building, fence, wall, shed or temporary structure or other structure or improvement (including, but not limited to, landscaping, [including hedges], swimming pools, screen enclosures, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind, collectively, "Improvements") shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ACC. The ACC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The ACC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ACC may charge an approval fee for such services, which may be modified from time to time. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of all necessary and required plans and specifications, the ACC may postpone review of any plans submitted for approval. The ACC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30 day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the ACC shall be subject to the inspection by, and final approval of, the ACC in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.3 Meetings of the ACC.

The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may from time to time, by resolution unanimously adopted in writing, designate a ACC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ACC, except the

granting of variances pursuant to Section 8.9 hereof. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

8.4 No Waiver of Future Approvals.

The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

8.5 Compensation of Members.

The members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Homeowners Association in a professional capacity.

8.6 ACC Rules.

The ACC shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ACC. Such rules shall be (i) consistent with the covenants and restrictions set forth in this Declaration; (ii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees; and (iii) after the Declarant no longer has the right to appoint the members of the ACC, be subject to the prior approval of the Board. All rules of the ACC shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the ACC prior to the making of such amendment.

8.7 Non-Liability.

Neither the Homeowners Association, the Board of Directors, the ACC, the Declarant nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ACC's duties hereunder. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials

and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and neither the Homeowners Association nor any member or representative of the ACC or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Homeowners Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

8.8 Specific Provisions.

The minimum set backs for all Property described in Exhibit "A" are as follows:

Front Set Back	20 feet
Rear Set Back	10 feet
Side Set Back	5 feet
Side Street Set Back	10 feet

The minimum square footage of heated and air-conditioned space within the dwellings shall be as follows:

Lots with a 50 foot front building restriction line	1400 Square Feet
Lots with a 60 foot front building restriction line	1600 Square Feet
Lots with a 70 foot front building restriction line	1800 Square Feet
Lots with a 80 foot front building restriction line	2200 Square Feet*

*Except the 80 foot front Lots in the plat of Bartram Springs Unit 1A, more fully described as Lots 128 through 135 and 367 through 374 which shall be improved with dwellings containing 2600 square feet of heated and air-conditioned space.

The minimum required square footage for dwellings and the set back requirements on land which is subsequently subjected hereto may set forth lesser or greater requirements for heated and air conditioned space within dwellings.

8.9 Variance.

The ACC may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ACC from denying a variance in other circumstances.

8.10 Exemptions.

Declarant and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ACC approval for any construction or changes which any of them may elect to make at any time. Declarant, may in its sole discretion, elect to assign its exemption hereunder to builders designated by Declarant.

8.11 Remedy for Violations.

In the event that any Improvement is constructed without first obtaining the approval of the ACC, or is not constructed in strict compliance with any approval given or deemed given by the ACC, or the provisions of this Article are otherwise violated, the ACC, as the authorized representatives of the Association, shall have the specific right to injunctive relief to require the Owner to stop, remove and alter any Improvements in order to comply with the requirements hereof or the ACC may pursue any other remedy available to it. In connection with this enforcement Section, the ACC shall have the right to enter into any Parcel and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ACC to object to any Improvement prior to its completion shall not constitute a waiver of the ACC's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

ARTICLE 9.

RULES; ENFORCEMENT

9.1 Compliance by Owners.

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Homeowners Association.

9.2 Enforcement.

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Homeowners Association shall have the right to suspend the rights of use of Common Property (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

9.3 Fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Homeowners Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) The Homeowners Association may levy reasonable fines, not to exceed \$100 per violation, against any Owner or Owner's Permittee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$5,000 in the aggregate.

(b) A fine may not be imposed with notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors or employees of the Homeowners Association or the spouse, parent, child, brother or sister of any officer, director or employee. If the committee, by majority vote, does not approve the proposed fine, it may not be imposed.

(c) The requirements of this subsection do not apply to the imposition of fines upon any Owner or Owner's Permittees because of failure to pay assessments or other charges.

(d) These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Homeowners Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Homeowners Association may otherwise be entitled to recover by law from such Owner.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(f) Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

9.4 Initial Rules and Regulations.

Attached to this Declaration as Exhibit "E" are the initial rules and regulations of the Homeowners Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records.

ARTICLE 10.

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

10.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Homeowners Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Homeowners Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in pro rata shares in accordance with the provisions of Article 7 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of a majority of the votes of the Members voting at a duly noticed meeting at which a quorum is present, they shall determine, subject to Article 12 hereof, whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Homeowners Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Homeowners Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint

ownership of a Parcel, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

10.2 Condemnation.

In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property.

ARTICLE 11.

INSURANCE

11.1 Common Property.

The Homeowners Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Homeowners Association may deem desirable. The Homeowners Association may also insure any other property, whether real or personal, owned by the Homeowners Association, against loss or damage by fire and such other hazards as the Homeowners Association may deem desirable, with the Homeowners Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Homeowners Association. Insurance proceeds shall be used by the Homeowners Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Homeowners Association are common expenses included in the Annual Assessments made by the Homeowners Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Homeowners Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Homeowners Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of

the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

11.2 Replacement or Repair of Common Property.

In the event of damage to or destruction of any portion of the Common Property, the Homeowners Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

11.3 Waiver of Subrogation.

As to each policy of insurance maintained by the Homeowners Association which will not be voided or impaired thereby, the Homeowners Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

11.4 Liability and Other Insurance.

The Homeowners Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Homeowners Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Homeowners Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Homeowners Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Homeowners Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Homeowners Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Homeowners Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee

thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Homeowners Association, with the Homeowners Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Homeowners Association or management company during the time the bond is in force.

11.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Homeowners Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Homeowners Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

ARTICLE 12.

MORTGAGEE PROTECTION

12.1 Mortgagee Protection.

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Homeowners Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Homeowners Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Homeowners Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Homeowners Association meetings, (iii) receive notice from the Homeowners Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Homeowners Association, which default is not cured within thirty (30) days after the Homeowners Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Parcel, (iii) the occurrence of a lapse, cancellation or material

modification of any insurance policy or fidelity bond maintained by the Homeowners Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Homeowners Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Homeowners Association.

ARTICLE 13.

ENCROACHMENTS; EASEMENTS

13.1 Encroachment.

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Parcel; (b) any portion of a Parcel (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alternation or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

13.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc.

Each portion of the Parcels and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Parcels and Common Property and serving such portion thereof. Each portion of the Parcels and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other

similar or related facilities located in such portion of the Parcels and Common Property and serving other portions thereof.

13.3 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

13.4 Construction and Sales.

The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots, Units and/or Parcels.

13.5 Easements.

All easements show on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns. In addition, Declarant reserves an easement 10 foot (10') in width along the front and back of each Parcel, and five foot (5') in width along the side of each Parcel for drainage and utilities and for access. The Declarant has the unrestricted right and power of alienating and releasing such easements. The Owners of the Parcels subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment place on, over or under the property which is subject to said easements. The Owner of any Parcel subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Parcel subject to said easement shall remove said improvements or structures upon written request of Declarant, its successors, trustees, or assigns.

ARTICLE 14.

SPECIAL COVENANTS

14.1 Preamble.

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Parcels, the following provisions of this Article 14 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to Section 2.2 of this Declaration.

However, nothing herein shall necessarily suggest that Declarant will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

14.2 Condominiums and Cooperatives.

In the event that any portion of the Property is submitted to the condominium or cooperative form of ownership, then the following special provisions shall apply:

(a) The board of directors of the condominium or cooperative association shall constitute the sub-association for such condominium or cooperative and shall have the powers set forth in the respective Declaration creating the condominiums or cooperative.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium/cooperative building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium/cooperative shall be treated as an unimproved portion of the Parcel, with the condominium/cooperative association to have the maintenance duties of an Owner as set forth herein. The condominium/cooperative association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Homeowners Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium or cooperative unit and shall be the direct obligation of the Owner thereof.

With respect to the ACC: (i) no condominium or cooperative association shall make any improvements or alterations on or to the Property under its jurisdiction without first having secured the approval of the ACC as provided herein and (ii) in the event that an individual Owner of a condominium or cooperative Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall be submitted to the ACC as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction there over has already approved same, absent which approval the ACC shall not consider the submission and same shall be considered timely disapproved.

ARTICLE 15.

GENERAL PROVISIONS

15.1 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Homeowners Association, the ACC, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the votes in the Association subject hereto and of 75% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained. Unless this Declaration is terminated as provided herein, the Board may re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

15.2 Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Homeowners Association at the time of such mailing.

15.3 Enforcement.

Without limiting the generality of Article 9, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity brought by the Homeowners Association, Declarant or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.4 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall

include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof.

15.5 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.6 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County.

15.7 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Parcel affected by this Declaration; or after Turnover by an instrument signed by the President of the Homeowners Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by at least two-thirds (2/3) of the votes of the Members represented at a duly called meeting thereof or the written approval of Members holding at least two-thirds (2/3) of the votes. Provided that so long as Declarant or its affiliates is the Owner of any Parcel affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest,

15.8 Conflict.

This Declaration shall take precedence over conflicting provisions in the Rules and Regulations, in the Articles of Incorporation and Bylaws of the Homeowners Association. The Articles shall take precedence over the Bylaws and the Rules and Regulations. The Bylaws shall take precedence over the Rules and Regulations.

15.9 Limitation on Homeowners Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the

Homeowners Association as same pertains to any condominium located within the Property which would cause the Homeowners Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Homeowners Association to said Chapter 718. It is the intent of this provision that the Homeowners Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

15.10 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Homeowners Association or the ACC, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Homeowners Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Homeowners Association, as appropriate.

15.11 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Homeowners Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Homeowners Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

15.12 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

15.13 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property.

15.14 Notices and Disclaimers as to Community Systems.

Declarant, the Homeowners Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems.

DECLARANT, THE HOMEOWNERS ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE HOMEOWNERS ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Declarant, the Homeowners Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants,

guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Homeowners Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Homeowners Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Homeowners Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

15.15 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS, UNITS AND/OR PARCELS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

15.16 Assurance of Development.

The Property is subject to a planned unit development ordinance, a development order and certain other governmental or quasi-governmental regulations. Declarant makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Declarant's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plans which may be made by Declarant pursuant to this Section.

15.17 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 15.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of this Article, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

15.18 Approval by Mortgagees.

In the event that any of the Parcels are subject to a Mortgage which is guaranteed by the FHA or VA, then, for so long as there is a Class B Membership in the Homeowners Association, then, notwithstanding any other provision hereof, the Declarant shall obtain approval of the FHA or VA for: annexation of additional properties (other than the Future Development Property), dedication of Common Property, and amendment of this Declaration. Notwithstanding the foregoing, the Declarant shall be responsible only for assuring that this Declaration complies with the requirements of the FHA and VA, all other requirements of the VA or FHA for approval of mortgages within Bartram Springs Community shall be undertaken by the builders.

15.19 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Parcel which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed.

or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

15.20 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

15.21 Law to Govern.

This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

ARTICLE 16.

DISCLAIMER OF LIABILITY OF HOMEOWNERS ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE HOMEOWNERS ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE HOMEOWNERS ASSOCIATION (COLLECTIVELY, THE "HOMEOWNERS ASSOCIATION DOCUMENTS"), THE HOMEOWNERS ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE HOMEOWNERS ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE HOMEOWNERS ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE HOMEOWNERS ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE HOMEOWNERS ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE HOMEOWNERS ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS PARCEL) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE HOMEOWNERS ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE HOMEOWNERS ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "HOMEOWNERS ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE HOMEOWNERS ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE 17.

STORMWATER MANAGEMENT SYSTEM

17.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain

Parcels and access easements to the Stormwater Management System as shown on the Plat. Declarant hereby reserves for itself, its successors and assigns, and grants to the Homeowners Association and its designees (or the CDD), a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. The obligations set forth herein as to the Stormwater Management Systems shall be vested in the CDD, otherwise shall be vested in the Homeowners Association upon completion of construction. Portions of the Stormwater Management System are located entirely within Parcels. The Homeowners Association is hereby granted an easement over any Parcels which is necessary or convenient for the Homeowners Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

17.2 Maintenance Easement.

The Homeowners Association or the CDD is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the St. Johns River Water Management District ("SJRWMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Parcels as part of the Stormwater Management System, or take any other action reasonably necessary, following which Declarant, CDD or the Homeowners Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant, CDD or the Homeowners Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant, CDD or the Homeowners Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant, CDD or the Homeowners Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant, CDD or the Homeowners Association and shall not be construed to obligate Declarant, CDD or the Homeowners Association to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

17.3 Maintenance.

Except as specifically set forth herein to the contrary, the CDD or the Homeowners Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The CDD or Homeowners Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The CDD or Homeowners Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Parcels adjacent to or containing any portion of the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permits as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- (a). The CDD or the Homeowners Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- (b). The CDD or the Homeowners Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

- (c). The CDD or the Homeowners Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.
- (d). The CDD or the Homeowners Association shall maintain any and all water pumps which are installed in compliance with the Permits and which assure that waters from the Stormwater Management System are properly pumped to permitted wetlands.

17.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the CDD or the Homeowners Association and the approval of the ACC or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the CDD or the Homeowners Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the ACC, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

17.5 Use and Access.

Declarant, the CDD and the Homeowners Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant, CDD or the Homeowners Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant, CDD and the Homeowners Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant, CDD and the Homeowners Association. Only Declarant, CDD and the Homeowners Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

17.6 Liability.

NEITHER DECLARANT, CDD NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES,

RELEASES DECLARANT, CDD AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, CDD, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

17.7 Conservation Areas.

"Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such on any Plat.

The Conservation Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Declarant, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the SJRWMD, to-wit:

- (a). The construction, installation or placement of signs, buildings, fences, walls, road or any other structures and improvements on or above the ground of the Conservation Areas; and
- (b). The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c). The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and

- (d). The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas; and
- (e). Any use which would be detrimental to the retention of the Conservation Areas in their natural condition; and
- (f). Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Declarant, its successors and assigns, and the SJRWMD shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Declarant, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

17.8 Upland Buffers and Vegetative Natural Buffers.

There maybe areas designated on Plats as "Upland Buffers" or "Vegetative Natural Buffers". All such areas must be maintained in a natural state. No trees or other vegetation can be removed unless approved by the ACC and, if necessary, the SJRWMD.

17.9 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this Section. The 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 maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Homeowners Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

17.10 Indemnity.

Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The CDD or the Homeowners Association further agree that subsequent to the recording of this Declaration, the applicable party shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Homeowners Association, CDD or their agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Declarant shall assign all its rights, obligations and duties thereunder to the Homeowners Association or the CDD. The Homeowners Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

17.11 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 200106224 (IPBL), ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-031-80424-1 (BARTRAM SPRINGS) AND 4-109-72291-1 (RACETRACK ROAD) ISSUED BY THE SJRWMD. ANY OWNER OWNING A PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE PARCEL BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DECLARANT, CDD OR THE ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT, CDD OR 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.

17.12 Declarant's Rights.

Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the Plat of the Property or

described herein, (ii) to Plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on any Plat of the Property or convert a Parcel to use as a right of way, provided that Declarant owns the lands affected by such change. Owners of Parcels subject to easements shown on any Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Parcels subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Homeowners Association, or the grantee of the easement.

EXECUTED as of the date first above written.

Witnessed by:

SANDLER AT BARTRAM LAKES,
L.L.C., a Virginia Limited Liability
Company

J. Burns
Name: J. BURNS

By: [Signature]
Name: NATHAN D. BENSON
Title: MANAGER

(Corporate Seal)

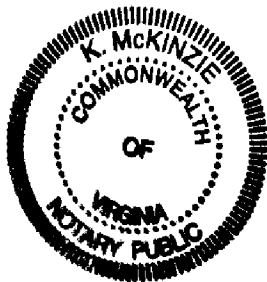
Stacey Trader
Name: STACEY TRADER

VIRGINIA
STATE OF ~~FLORIDA~~

) ss:

COUNTY OF VIRGINIA BEACH

The foregoing instrument was acknowledged before me this 28th day of JANUARY, 2003, by NATHAN D. BENSON, as Manager of SANDLER AT BARTRAM LAKES, LLC, a VIRGINIA LIMITED LIABILITY company, on behalf of said company. ☒ He/she is personally known to me or produced N/A as identification.



K. McKinzie
Name: K. MCKINZIE
Notary Public, State of ~~Florida~~ VIRGINIA
Commission No. 240-59-7119
My commission expires: 09-30-06

CONSENT OF ASSOCIATION

The undersigned, President of Bartram Springs Owners Association, Inc. ("Association") hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Bartram Springs and Notice of Assessments for Bartram Springs Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this
29 day of JANUARY, 2003.

BARTRAM SPRINGS
HOMEOWNERS ASSOCIATION, INC.

By: 

Name: J. Thomas Gillette

Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of JANUARY, 2003, by J. Thomas Gillette, who is personally known to the undersigned or who produced _____ as identification, and he acknowledged to and before me that he executed the same as the _____ President of Bartram Springs Homeowners Association, Inc., a Florida not for profit corporation, for and on behalf of said corporation.


(Signature of Notary Public)

Lisa Gufford
(Print Name of Notary Public)

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires
Commission Number

[Seal]



CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage recorded in Official Records Volume 10716, page 320-325, of the current public records of Duval County, Florida and in Official Records Book 1835 page 1701 of the public records of St. Johns County, Florida ("Mortgage"), and hereby consents to the recording of the Declaration of Covenants, Conditions, Restrictions and Easements for Bartram Springs and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 30th day of January, 2003.

Witnesses:

BANK OF AMERICA, N.A.

Marion L McIntyre

By: Russell A. Carter

Print Name: Marion L. McIntyre Print Name: Russell A. Carter

Title: Vice President

Sandra L. Teasley

Print Name: Sandra L. Teasley (CORPORATE SEAL)

STATE OF ~~FLORIDA~~ VIRGINIA
~~COUNTY OF DUVAL~~ CITY OF NORFOLK

The foregoing instrument was acknowledged before me this 30th day of January, 2003, by Russell A. Carter, who is personally known to the undersigned or who produced n/a as identification, and he acknowledged to and before me that he executed the same as the Vice President of Bank of America, N.A., a national association, for and on behalf of said national association.

Patricia L. Bazemore

(Signature of Notary Public)
Patricia L. Bazemore

(Print Name of Notary Public)

VIRGINIA

NOTARY PUBLIC, STATE OF ~~FLORIDA~~

My commission expires: 1/31/04

Commission number: n/a

[Seal]

Master Covenants

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage recorded in Official Records Volume 10280, page 394, of the current public records of Duval County, Florida and in Official Records Book 1693, page 1974 of the public records of St. Johns county, Florida ("Mortgage"), and hereby consents to the recording of the Declaration of Covenants, Conditions, Restrictions and Easements for Bartram Springs and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 28th day of JANUARY, 2003.

Witnesses:

Linda F. Mixer
Print Name: LINDA F. MIXER

Stacey L. Perkins
Print Name: Stacey L. Perkins

BARTRAM LAKES, L.L.C.

By: [Signature]
Print Name: Edward E. Burr
Title: President - Mgr

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28 day of January, 2003, by Edward E. Burr who is personally known to the undersigned or who produced _____ as identification, and he acknowledged to and before me that he executed the same as the President of Bartram Lakes, L.L.C., a Delaware Limited Liability Company, for and on behalf of said limited liability company.

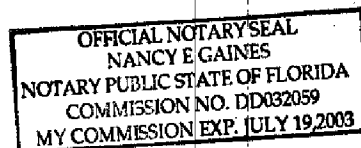
Nancy E. Gaines
(Signature of Notary Public)

(Print Name of Notary Public)

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Commission number:



Master Covenants

EXHIBIT "A"

PROPERTY

PORTIONS OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE, COMMENCE AT THE CORNER COMMON TO SAID SECTIONS 32 AND 33, SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF ST. JOHNS COUNTY FLORIDA; THENCE NORTH 89° 04' 41" EAST, ALONG THE LINE DIVIDING SAID SECTIONS 33 AND 4, SAID LINE BEING THE COUNTY LINE DIVIDING SAID DUVAL AND ST. JOHNS COUNTIES, 1930.14 FEET TO A POINT ON A CURVE, AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1080.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 27' 48", AN ARC LENGTH OF 461.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 35' 39" WEST, 457.63 FEET; THENCE NORTH 02° 21' 45" WEST, 158.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 735.00 FEET, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 01' 35", AN ARC LENGTH OF 372.36 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16° 52' 33" WEST, 368.39 FEET; THENCE SOUTH 85° 49' 28" WEST, 78.46 FEET; THENCE SOUTH 67° 12' 18" WEST, 85.80 FEET; THENCE SOUTH 29° 09' 58" WEST, 89.14 FEET; THENCE SOUTH 08° 22' 35" WEST, 86.62 FEET; THENCE NORTH 68° 10' 58" WEST, 69.27 FEET; THENCE NORTH 04° 27' 48" WEST, 58.06 FEET; THENCE NORTH 24° 26' 25" EAST, 62.68 FEET; THENCE NORTH 44° 31' 31" EAST, 264.00 FEET; THENCE NORTH 48° 34' 00" WEST, 218.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1105.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 10' 46", AN ARC LENGTH OF 138.45 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38° 58' 37" WEST, 138.37 FEET; THENCE SOUTH 54° 36' 46" WEST, 89.77 FEET; THENCE NORTH 21° 35' 12" WEST, 278.10 FEET; THENCE SOUTH 63° 08' 31" WEST, 288.29 FEET; THENCE NORTH 22° 54' 33" WEST, 27.28 FEET; THENCE SOUTH 67° 05' 27" WEST, 130.00 FEET; THENCE NORTH 20° 44' 26" WEST, 188.86 FEET; THENCE NORTH 29° 27' 14" WEST, 170.21 FEET; THENCE NORTH 39° 33' 51" WEST, 208.40 FEET; THENCE SOUTH 48° 14' 00" WEST, 18.47 FEET; THENCE NORTH 40° 46' 00" WEST, 258.57 FEET; THENCE SOUTH 66° 21' 40" WEST, 180.49 FEET; THENCE NORTH 18° 49' 59" EAST, 174.80 FEET; THENCE NORTH 06° 37' 43" WEST, 100.86 FEET; THENCE NORTH 00° 50' 58" WEST, 64.74 FEET; THENCE NORTH 22° 54' 32" WEST, 175.81 FEET; THENCE SOUTH 67° 05' 26" WEST, 25.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06° 04' 48", AN ARC LENGTH OF 18.57 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64° 03' 04" WEST, 18.56 FEET; THENCE NORTH 28° 59' 21" WEST, 336.06 FEET; THENCE NORTH 35° 30' 51" EAST, 686.20 FEET; THENCE NORTH 45° 11' 16" EAST, 185.42 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 385.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 31' 04", AN ARC LENGTH OF 87.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52° 04' 16" WEST, 87.29 FEET; THENCE NORTH 59° 19' 48" WEST, 285.81 FEET; THENCE NORTH 30° 40' 12" EAST, 175.68 FEET; THENCE SOUTH 71° 13' 16" EAST, 277.81 FEET; THENCE SOUTH 22° 45' 28" EAST, 10.36 FEET; THENCE NORTH 64° 18' 10" EAST, 312.35 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 05' 43", AN ARC LENGTH OF 62.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24° 07' 49" EAST, 62.13 FEET; THENCE SOUTH 22° 34' 58" EAST, 108.52 FEET; THENCE NORTH 67° 25' 02" EAST, 70.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 80° 00' 00", AN ARC LENGTH OF 38.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67° 34' 58" EAST, 35.36 FEET; THENCE NORTH 67° 25' 02" EAST, 88.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 325.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 53' 46", AN ARC LENGTH OF 56.13 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62° 28' 08" EAST, 56.06 FEET; THENCE NORTH 36° 28' 58" WEST, 88.05 FEET; THENCE NORTH 26° 05' 32" WEST, 17.24 FEET; THENCE NORTH 24° 02' 16" EAST, 278.68 FEET; THENCE NORTH 63° 50' 56" EAST, 632.84 FEET; THENCE SOUTH 64° 05' 18" EAST, 891.86 FEET; THENCE NORTH 45° 59' 57" EAST, 816.76 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT OF HIGHWAY LINE OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED AT THIS POINT; THENCE SOUTH 41° 00' 02" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF HIGHWAY LINE, 1514.76 FEET; THENCE SOUTH 48° 59' 57" WEST, 858.10 FEET TO A POINT LYING ON THE AFOREREMENTIONED COUNTY LINE; THENCE SOUTH 89° 04' 41" WEST, ALONG SAID COUNTY LINE, 1350.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 268.96 ACRES, MORE OR LESS.

EXHIBIT "B"

ARTICLES OF INCORPORATION OF HOMEOWNERS ASSOCIATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BARTRAM SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 26, 2002, as shown by the records of this office.

The document number of this corporation is N02000007364.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of September, 2002



CR2EO22 (7-02)

Jim Smith

Jim Smith
Secretary of State

BOOK NUMBER 10927 PAGE 1944

02 SEP 26 PM 1:21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
FOR
BARTRAM SPRINGS HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

1
NAME

The name of the corporation shall be BARTRAM SPRINGS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

2
OFFICE

The principal office and mailing address of the Association shall be 4720 Salisbury Road, Suite 126, Jacksonville, Florida 32256, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

3
PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Bartram Springs and Notice of Assessment for Bartram Springs Homeowners Association, Inc. recorded (or to be recorded) in the Public Records of Duval and St. Johns Counties, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Property thereof for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earning shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual member or any other person. The Association may however, reimburse its members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its members for actual services rendered to the Association, as permitted by Section 528 of the Code or other applicable provisions of the Code, federal and state law.

4

DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

5

POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.
- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the approval of Members holding two thirds of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds of the total votes.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.
 - (g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Declarant) to

assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

- (h) To employ personnel to perform the services required for the proper operation of the Common Property.
- (i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel and each Mortgagee of an Owner by acceptance of a lien on said Parcel, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) To operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District Permit No. 4-031-80424-1, requirements and applicable District rules, including without limitation to maintenance and operation of the Stormwater Management System, and work within the retention areas, drainage structure and drainage easement, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.
- (k) To enter into agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Association or the members.

5.3 Powers Exercised by Members. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws. Provided however, the Board of Directors may not act on behalf of the Association to:

- (a) Amend the Declaration.
- (b) Terminate the Association or the Declaration.
- (c) Elect Directors to the Board, except prior to Turnover.
- (d) Determine the qualifications, powers and duties or terms of office of Directors after Turnover.
- (e) Mortgage the Common Property.

The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members.

- 5.4 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 5.5 Distribution of Income: Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).
- 5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

6 MEMBERS

- 6.1 Membership. The members of the Association shall consist of the Declarant under the Declarant and all of the record title owners of Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Parcel.
- 6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel for which that share is held.
- 6.3 Voting. The Association may have up to four (4) classes of voting membership:

Class A Members shall be all Owners of Parcels on which a single family detached dwelling is constructed on a platted single family Lot, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one vote for each Parcel owned by such Member.

Class B Member. The Class B Member shall be the Declarant, or a representative thereof, who shall have the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- a. Three months after seventy five (75%) percent of the Parcels in the Property that will ultimately be operated by the Association (including the Future Development Property) have been conveyed to Class A, C and D members.

- b. Such earlier date as Declarant, in its sole discretion, may determine in writing.

Class C Members shall be all Owners, with the exception of the "Declarant" (as long as the Class B Membership shall exist) of multi-family Parcels. Multi family Parcels are defined as Parcels with attached Units which are sold on a fee simple Unit. Each Class C Member shall have $\frac{1}{4}$ of a vote for each Parcel.

Class D Members shall be any Owner, with the exception of the Declarant (as long as the Class B Membership shall exist) of a Parcel which is developed as an apartment rental complex. Each Class D member shall have $\frac{1}{2}$ of a vote for each apartment unit.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. After Turnover, the Class A, C and D Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Parcel for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A members. After Turnover, for so long as the Declarant owns at least five percent (5%) of the Parcels within the Property, the Declarant may appoint the minority of the Board Members or not less than one (1) Director. After Turnover, the Declarant will be a Class A, C or D Member with respect to the Parcels which it owns and shall have all rights and obligations of a Class A, C or D member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Declarant shall transfer control of the Association to Owners other than the Declarant by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

7

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Nathan D. Benson

448 Viking Drive
Suite 220
Virginia Beach, VA 23452

8

TERM OF EXISTENCE

Existence of the Association shall commence with the filing of theses Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding two thirds of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds of all the votes.. Provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

9

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

J. Thomas Gillette III

4720 Salisbury Road Suite 126
Jacksonville, FL 32256

Vice President:

Thaddeus D. Rutherford

4720 Salisbury Road Suite 126
Jacksonville, FL 32256

Secretary/Treasurer:

L. Alfredo Rodriguez-Walling

255 Alhambra Circle, Suite 312
Coral Gables, FL 33134

10. DIRECTORS

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association. If there are Class C and D Members, then the Board shall have at least one Director representing each Class.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.
- 10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

NAME

ADDRESS

J. Thomas Gillette III

4720 Salisbury Road Suite 126
Jacksonville, FL 32256

Thaddeus D. Rutherford

4720 Salisbury Road Suite 126
Jacksonville, FL 32256

L. Alfredo Rodriguez-Walling

255 Alhambra Circle, Suite 312
Coral Gables, FL 33134

- 10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other

persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards

11

INDEMNIFICATION PROVISIONS

- 11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the

director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
 - (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
 - (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that: (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 7.7; or (c) the director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (d) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnatee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (e) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
- 11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

12 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the approval of the Member holding two thirds of the votes, voting in person or by proxy at a duly called meeting at which a quorum is present or by the written consent of the member holding two thirds of the votes.
- 13.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Duval County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration were recorded which contains, as an exhibit, the initial recording of these Articles.

14

**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 4720 Salisbury Road, Suite 126, Jacksonville, Florida 32256, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be J. Thomas Gillette III.

15

APPROVAL OF FHA/VA

In the event that a mortgage on a Parcel is guaranteed by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA"), then for so long as there is a Class B Membership, there shall be approval of the FHA or VA to the following actions: (i) Annexation of additional properties (excluding Future Development Property), mergers and consolidations of the Association, mortgage of Common Property, dissolution or amendment of this Articles.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



Nathan D. Benson

Incorporator

Dated this 18 day of SEPT, 2002.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First --That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Duval, State of Florida, the Association named in the said articles has named J. Thomas Gillette III, located at 4720 Salisbury Road, Suite 126, Jacksonville, Florida 32256, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


J. Thomas Gillette III

Registered Agent

DATED this 19 day of SEPT, 2002

FILED
02 SEP 26 PM 1:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAX1 #636972 v7

EXHIBIT C

**BYLAWS
OF
BARTRAM SPRINGS HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

1.1 All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Bartram Springs and Notice of Assessments for Bartram Springs Homeowners' Association, Inc.

**2
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

**4
BOARD OF DIRECTORS**

4.1 After Turnover, the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting. In the event that Class C or Class D memberships are established, the Board shall establish a method of electing the Board so that there is at least one Director from each class of membership. Such determination of method of election may be accomplished by amendment of the Bylaws as provided herein.

4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present. If the Director represents a Class of membership, then the Director may be removed only by the affirmative vote of the members of the respective class.

4.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Parcels are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Parcels governed by the Association.

5 OFFICERS

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners of Parcels governed by the Association.

6 MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of

the votes of the Class A, C and D membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

7

AMENDMENTS

7.1 These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to

amend these Bylaws and the Articles of Incorporation as long as the Declarant or its affiliates owns any Parcel governed by the Association without the consent of the Members or the Board.

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

7.3 So long as there is a Class B Membership, all amendments to the Bylaws shall be approved by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA").

8 OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Owners, their mailing addresses and Parcel identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than 7 years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than 7 years. The financial and accounting records shall include, but not be limited to:

- (i) Accurate, itemized, and detailed records for all receipts and expenditures;
- (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

9

**BOOKS AND PAPERS: FISCAL YEAR;
MINUTES: BUDGETS: FINANCIAL REPORTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and

expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

WE HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 3rd day of January, 2003.

/s/

J. Thomas Gillette, III
President

/s/

L. Alfredo Rodriguez-Walling
Secretary

EXHIBIT "D"

FUTURE DEVELOPMENT PROPERTY

TRACT 20C

A PORTION OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (A 100 FEET RIGHT-OF-WAY AS NOW ESTABLISHED AND SHOWN ON THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH 88°02'52" WEST, ALONG THE AFORESAID SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072, A DISTANCE OF 233.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY; THENCE SOUTH 88°42'27" WEST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, A DISTANCE OF 3321.14 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD No. 9B (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 72002-2513); THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE No. 1: SOUTH 11°39'49" WEST, 465.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE No. 2: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC DISTANCE OF 1118.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°24'44" WEST, 1105.79 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 53°45'24" WEST, 629.92 FEET; THENCE SOUTH 66°02'30" WEST, 87.41 FEET; THENCE NORTH 40°05'35" WEST, 170.03 FEET; THENCE SOUTH 56°35'17" WEST, 395.29 FEET; THENCE SOUTH 39°44'52" EAST, 841.68 FEET TO THE AFORESAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, AND THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9B, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND

THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1107.24 FEET, AN ARC DISTANCE OF 290.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°04'29" EAST, 289.33 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH 49°34'03" EAST, 25.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2171.83 FEET, AN ARC DISTANCE OF 318.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'51" EAST, 318.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

REVISED TRACT 5

A PORTION OF SECTIONS 28, 29, 32, 33 AND 48, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 95 (A 300 FOOT RIGHT-OF-WAY AS PER FLORIDA S.R.D. RIGHT-OF-WAY MAP, SECTION 72280-2403) AND THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY LINE AS PER S.R.D. RIGHT-OF-WAY MAP FOR INTERSTATE NO. 95, STATE ROAD NO. 9, SECTION 78080-2403), SAID POINT LYING ON THE ARC OF A CURVE TO THE NORTHWEST; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS 7789.44 FEET, AN ARC DISTANCE OF 388.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 38°59'45" WEST, 388.46 FEET TO THE POINT OF TANGENCY; COURSE NO. 2: NORTH 40°25'29" WEST, 155.46 FEET TO THE NORTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9B (PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 72202-2513); THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF SAID STATE ROAD NO. 9B RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: NORTH 89°26'39" EAST, 65.14 FEET; COURSE NO. 2: NORTH 40°25'29" WEST, 2266.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; COURSE NO. 3: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2744.79 FEET, AN ARC DISTANCE OF 708.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°01'48" WEST, 706.54 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: NORTH 25°38'06" WEST, 2143.97 FEET TO THE ARC OF A CURVE TO THE NORTHWEST; COURSE NO. 5: ALONG AND AROUND THE ARC OF SAID

CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1789.86 FEET, AN ARC DISTANCE OF 1079.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND A DISTANCE OF NORTH 04°00'36" WEST, 1062.92 FEET TO A POINT OF NON TANGENCY; COURSE NO. 6: NORTH 10°15'44" EAST, 500.02 FEET; COURSE NO. 7: NORTH 11°39'49" EAST, 1912.98 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1150, PAGE 289 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 88°42'27" EAST, ALONG LAST SAID LINE, 2913.53 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 89°02'52" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, ALSO BEING THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5855, PAGE 1072 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 233.86 FEET, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILWAY (A 100 FOOT RIGHT-OF-WAY AS PER F.E.C. RAILROAD RIGHT-OF-WAY MAP, DATED DECEMBER 31, 1927); THENCE SOUTH 41°00'03" EAST, ALONG LAST SAID LINE, 1203.27 FEET TO THE WESTERLY LINE OF THE EAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE SOUTH 00°58'20" EAST, ALONG LAST SAID LINE, 425.24 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 88°54'55" EAST, ALONG LAST SAID LINE 356.59 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE SOUTH 41°00'03" EAST, ALONG LAST SAID LINE, 6945.90 FEET; THENCE SOUTH 81°42'24" WEST, 1240.11 FEET; THENCE NORTH 89°53'24" WEST, 1102.07 FEET; THENCE SOUTH 10°13'49" WEST, 1497.49 FEET TO A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 66 FOOT RIGHT-OF-WAY AS PER MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTH 01°40'55" WEST, 134.00 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH 88°19'05" WEST, 2651.84 FEET; COURSE NO. 2: NORTH 02°14'59" EAST, 17.00 FEET; COURSE NO. 3: NORTH 88°19'05" WEST, 270.00 FEET; COURSE NO. 4: NORTH 83°00'40" WEST, 681.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

EXCEPTION PARCEL

A PORTION OF SECTIONS 4, AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 95 (A 300 FOOT RIGHT-OF-WAY AS PER

FLORIDA S.R.D. RIGHT-OF-WAY MAP, SECTION 72280-2403) AND THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 56 FOOT RIGHT-OF-WAY LINE AS PER S.R.D. RIGHT-OF-WAY MAP FOR INTERSTATE NO. 95, STATE ROAD NO. 9, SECTION 78080-2403), SAID POINT LYING ON THE ARC OF A CURVE TO THE NORTHWEST; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 83°00'40" EAST, 681.53 FEET; COURSE NO. 2: SOUTH 88°19'05" EAST, 270.00 FEET; COURSE NO. 3: SOUTH 02°14'59" WEST, 17.00 FEET; COURSE NO. 4: SOUTH 88°19'05" EAST, 290.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 450.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°05'15" EAST, 448.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 445.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°59'56" EAST, 443.74 FEET TO A LINE LYING 134.00 FEET NORTHERLY OF AND PARALLEL TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: NORTH 88°19'05" WEST, 1172.45 FEET; COURSE NO. 2: NORTH 01°40'55" EAST, 17.00 FEET; COURSE NO. 3: NORTH 88°19'05" WEST, 263.79 FEET; COURSE NO. 4: NORTH 83°00'40" WEST, 810.52 FEET TO THE AFORESAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY No. 95 AND THE ARC OF A CURVE TO THE SOUTHEAST; THENCE ALONG LAST SAID LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 7789.44 FEET, AN ARC DISTANCE OF 190.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°16'02" EAST, 190.36 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT BARTRAM SPRINGS UNIT 1A -- SEE NEXT PAGE

BARTRAM SPRINGS UNIT 1A

PORTIONS OF SECTIONS 32 AND 33, TOWNSHIP 4 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE, COMMENCE AT THE CORNER COMMON TO SAID SECTIONS 32 AND 33, SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 28 EAST, OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89° 04' 41" EAST, ALONG THE LINE DIVIDING SAID SECTIONS 33 AND 4, SAID LINE BEING THE COUNTY LINE DIVIDING SAID DUAL AND ST. JOHNS COUNTIES, 1930.14 FEET TO A POINT ON A CURVE; AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1080.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 27' 48", AN ARC LENGTH OF 461.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14° 35' 39" WEST, 457.63 FEET; THENCE NORTH 02° 21' 45" WEST, 156.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 735.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 01' 35", AN ARC LENGTH OF 372.36 FEET TO A POINT ON SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16° 52' 33" WEST, 388.39 FEET; THENCE SOUTH 85° 49' 28" WEST, 78.46 FEET; THENCE SOUTH 67° 12' 18" WEST, 65.80 FEET; THENCE SOUTH 29° 09' 58" WEST, 89.14 FEET; THENCE SOUTH 08° 22' 35" WEST, 86.62 FEET; THENCE NORTH 69° 10' 58" WEST, 69.27 FEET; THENCE NORTH 04° 27' 48" WEST, 38.06 FEET; THENCE NORTH 24° 26' 25" EAST, 62.68 FEET; THENCE NORTH 44° 31' 31" EAST, 294.00 FEET; THENCE NORTH 42° 34' 00" WEST, 218.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1105.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 10' 48", AN ARC LENGTH OF 138.46 FEET TO A POINT ON SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35° 58' 37" WEST, 138.37 FEET; THENCE SOUTH 54° 36' 46" WEST, 89.77 FEET; THENCE NORTH 21° 35' 12" WEST, 279.10 FEET; THENCE SOUTH 63° 08' 31" WEST, 288.29 FEET; THENCE NORTH 22° 54' 33" WEST, 27.28 FEET; THENCE SOUTH 67° 05' 27" WEST, 130.00 FEET; THENCE NORTH 20° 44' 26" WEST, 128.86 FEET; THENCE NORTH 28° 27' 14" WEST, 170.21 FEET; THENCE NORTH 39° 33' 51" WEST, 208.40 FEET; THENCE SOUTH 49° 14' 00" WEST, 18.47 FEET; THENCE NORTH 40° 48' 00" WEST, 258.57 FEET; THENCE SOUTH 65° 21' 40" WEST, 162.49 FEET; THENCE NORTH 18° 48' 59" EAST, 174.60 FEET; THENCE NORTH 06° 37' 43" WEST, 180.86 FEET; THENCE NORTH 00° 50' 58" WEST, 64.74 FEET; THENCE NORTH 22° 54' 32" WEST, 175.51 FEET; THENCE SOUTH 67° 05' 28" WEST, 25.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06° 04' 48", AN ARC LENGTH OF 18.57 FEET TO A POINT ON SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64° 03' 04" WEST, 18.56 FEET; THENCE NORTH 28° 59' 21" WEST, 336.08 FEET; THENCE NORTH 35° 30' 51" EAST, 686.80 FEET; THENCE NORTH 45° 11' 16" EAST, 185.42 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 385.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 31' 04", AN ARC LENGTH OF 97.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53° 04' 16" WEST, 97.89 FEET; THENCE NORTH 59° 18' 48" WEST, 285.81 FEET; THENCE NORTH 37° 40' 12" EAST, 178.68 FEET; THENCE SOUTH 71° 13' 16" EAST, 277.81 FEET; THENCE SOUTH 22° 45' 28" EAST, 10.36 FEET; THENCE NORTH 64° 18' 18" EAST, 312.35 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 05' 43", AN ARC LENGTH OF 62.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24° 07' 49" EAST, 62.13 FEET; THENCE SOUTH 22° 34' 53" EAST, 108.52 FEET; THENCE NORTH 67° 25' 02" EAST, 70.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 80° 00' 00", AN ARC LENGTH OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67° 34' 58" EAST, 35.36 FEET; THENCE NORTH 67° 25' 02" EAST, 90.38 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 325.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 53' 46", AN ARC LENGTH OF 58.13 FEET TO A POINT ON SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62° 28' 08" EAST, 56.06 FEET; THENCE NORTH 36° 28' 56" WEST, 88.05 FEET; THENCE NORTH 26° 05' 32" WEST, 17.24 FEET; THENCE NORTH 24° 02' 16" EAST, 278.68 FEET; THENCE NORTH 63° 50' 56" EAST, 632.94 FEET; THENCE SOUTH 64° 05' 19" EAST, 891.85 FEET; THENCE NORTH 48° 59' 53" EAST, 816.76 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED AT THIS POINT; THENCE SOUTH 41° 00' 02" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 1514.76 FEET; THENCE SOUTH 48° 59' 57" WEST, DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, 178.60 FEET; THENCE SOUTH 05° 57' 54" WEST, 2317.85 FEET; THENCE SOUTH 10° 13' 50" WEST, 659.10 FEET TO A POINT LYING ON THE AFOREMENTIONED COUNTY LINE; THENCE SOUTH 89° 04' 41" WEST, ALONG SAID COUNTY LINE, 1350.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 266.85 ACRES, MORE OR LESS.

EXHIBIT "E"
TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR BARTRAM SPRINGS

RULES AND REGULATIONS

1. The Common Property and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or, any other similar objects shall be stored therein except in areas (if any) specifically designated for such purpose by the Board.
2. Employees of the Homeowners Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Homeowners Association.
3. No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Property or private lawns may be used for parking purposes, except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Parcels shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Homeowners Association as provided in the Declaration, subject to applicable laws and ordinances.
4. No electronic equipment may be permitted in or on any Parcel which interferes with the television or radio reception of another Parcel.
5. An Owner who plans to be absent during the hurricane season must prepare his Parcel prior to his departure by designating a responsible firm or individual to care for his Parcel should the Parcel suffer hurricane damage and furnishing the Homeowners Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Homeowners Association.
6. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Homeowners Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).
7. No hunting or use of firearms shall be permitted anywhere within the Property.

8. No Owner may alter in any way any portion of the Common Property, including, but not limited to, landscaping, without obtaining the prior written consent of the ACC.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on or in any Parcel or on the Common Property, except as to propane gas cylinders permitted under a supplemental declaration, if any.

10. No hurricane shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the ACC and is installed in accordance with any guidelines established in such regard by the ACC.

11. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Homeowners Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Homeowners Association shall have the right to suspend voting rights and use of recreation facilities, if any are owned by the Association, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Homeowners Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

12. Notwithstanding anything herein contained to the contrary, these rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

JAX1 #635854 v8

Prepared by and Return to
Marcia H. Langley, Esq.
Greenberg Traurig, PA
5100 Town Center Circle
Suite 400
Boca Raton, FL 33486

**SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR BARTRAM SPRINGS
AND
NOTICE OF ASSESSMENTS FOR BARTRAM SPRINGS HOMEOWNERS
ASSOCIATION, INC.**

(Bartram Springs, MultiFamily)
ST. JOHNS COUNTY

THIS INSTRUMENT is made this 10th day of March, 2005, by Sandler at Bartram Lakes, L.L.C., a Virginia limited liability company authorized to do business in Florida ("Developer").

RECITALS

A. Developer subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for Bartram Springs and Notice of Assessments for Bartram Springs Homeowners Association, Inc. as recorded in Official Records Book 10927, page 1874, in the current public records of Duval County, Florida, as same has been previously supplemented and/or amended ("Declaration").

B. Pursuant to Article 2 of the Declaration, Developer has the right to annex to the Property and to subject to the Declaration any Additional Property, as defined in the Declaration and to vary the terms of the Declaration so as to reflect any unique characteristics of a particular portion of the Property.

C. The land more fully described in Exhibit A attached hereto (the "Property") which will be platted as a part of the Additional Property.

D. Developer desires to annex the Property in accordance with the terms and conditions set forth herein and in the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. All provisions of the Recitals are true and correct.
2. Except as specifically set forth herein, the Property is hereby subjected to the terms and conditions of the Declaration and shall be held, conveyed and occupied subject to the easements, conditions and covenants set forth in the Declaration which are for the purpose of protecting the value and desirability of the Property and all property subject to the Declaration and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part(s) thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.
3. The Owners of all Lots in the Property shall be Class A Members of the Association and each Lot shall have associated with it one vote in Association matters.
4. Section 8.8 of the Declaration shall not be applicable to the Property. However, the Property shall be subject to the following in place thereof:

The minimum square footage of the heated and air-conditioned space within the dwellings located on the Property shall be 1,100 square feet, the minimum lot width shall be sixteen (16) feet, and the setbacks applicable to the townhome Lots shall be:

Front Set Back	20 feet
Rear Set Back	10 feet
Side Set Back (interior lot and inside line of exterior lot)	0 feet
Side Set Back (exterior line of exterior lot)	5 feet

5. Except as supplemented and modified herein, all terms and conditions of the Declaration remain in full force and effect.