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**DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR BELLES CHASE**

THIS DECLARATION is made this 4<sup>th</sup> day of November, 2003 by Matthew C. Braly and Laura M. Braly, their successors or assigns (collectively, "Declarant"), and joined in by **BELLES CHASE OWNERS ASSOCIATION, INC.** a Florida corporation not for profit ("Association").

**WITNESSETH:**

WHEREAS, Declarant is the owner of Belles Chase (as that term is hereinafter defined); and

WHEREAS, Belles Chase is located in St. Johns County, Florida, and is legally described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant is developing Belles Chase as a planned, single-family residential community; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on **Exhibit "A"** attached hereto and shall be herein referred to as "Committed Property"; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Belles Chase by deed, easement, or otherwise to the Association (which must accept the same), or Declarant may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and of families, tenants and guests; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the Belles Chase Owners Association, Inc., which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Belles Chase, including the collection and disbursement of the "Operating Expenses" (as that term is hereinafter defined), all as more particularly set forth herein;

NOW, THEREFORE, Declarant declares that the Committed Property is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each "Owner" (as that term is hereinafter defined) thereof.

**ARTICLE I**

**Definitions**

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

- (a) "Adjacent Lot" shall mean and refer to that Lot or Lots immediately to either side of a Lot.
- (b) "Architectural Review Committee" or "Committee" shall mean and refer to a committee appointed by Declarant pursuant to Article X, Section 3, herein.
- (c) "Articles" shall mean and refer to the Articles of Incorporation of Belles Chase Owners Association, Inc., a Florida corporation not for profit, attached hereto as **Exhibit "B,"** as may be amended from time to time.
- (d) "Association" shall mean and refer to the Belles Chase Owners Association, Inc., a Florida corporation not for profit, its successors or assigns, which has its principal place of business in St. Johns County, Florida. The Association is NOT a condominium association.
- (e) "Belles Chase" shall mean and refer to the development (including Lots and Common Area) to be located on the property described in attached **Exhibit "A"** or such additional property as Declarant may, from time to time designate in accordance with this Declaration.
- (f) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (g) "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as **Exhibit "C,"** as may be amended from time to time.
- (h) "Committed Property" shall mean and refer to the property described in **Exhibit "A"** attached hereto and made a part hereof or any additional property hereafter made subject to this Declaration by the Declarant in accordance with the provisions of this Declaration.
- (i) "Common Area" shall mean and refer to those portions of Committed Property owned or used by the Association, and devoted to the common use and enjoyment of all Owners, together with any improvements thereon, including, without limitation, any commonly owned recreational facilities, courtyards, open space, off-street parking areas, utilities, private streets, sidewalks, street lights, and storage facilities within or about the Committed Property, all as further described in Article IV hereof.
- (j) "County" shall mean and refer to St. Johns County, Florida.
- (k) "Declarant" shall mean and refer to Matthew C. Braly and Laura M. Braly, their designees, successors and assigns.
- (l) "Declaration" shall mean and refer to this Declaration and General Protective Covenants for Belles Chase, as may be amended from time to time.
- (m) "Development" shall mean and refer to the development area commonly known as Belles Chase.
- (n) "Dwelling Unit" shall mean and refer to a residential unit in Belles Chase to be used as an abode for one family.
- (o) "Improved Lot" shall mean and refer to any Lot upon which a Dwelling Unit has been constructed.
- (p) "Institutional Mortgagee" shall mean and refer to (a) a lending institution having a first mortgage lien upon a Lot including any of the following institutions: (a) Federal or State Savings and Loan or Building and Loan Association, a national or state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon the Committed Property and who have a mortgage lien on all or a portion of the Committed Property

securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Lot.

(q) "Lot" means any platted lot, whether improved or unimproved, intended for the construction of a Dwelling Unit and located within the Committed Property.

(r) "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to the Association as described in this Declaration and in any other document governing Belles Chase, and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Common Areas, other real property, or portions of either and improvements thereon, as well as expenses incurred by the Association in fulfilling its obligations under this Declaration and any other document governing Belles Chase, which mean and include the costs and expenses described in these documents as such and include regular and special assessments made by the Association in accordance with the terms hereof.

(s) "Owner" or "Lot Owner" shall mean and refer to the record owner (other than Declarant), whether one or more persons, firms or entities, who has acquired fee simple title to any Lot.

(t) "Plat" shall mean and refer to the Subdivision Plat of Belles Chase as recorded in Plat Book 47, Pages 47-49 of the Public Records of St. Johns County, Florida.

(u) "Property Line" shall mean and refer to the perimeter boundary line of any Lot (hereinafter defined) within the Committed Property.

(v) "Site Plan" shall mean and refer to the graphic depiction of Belles Chase attached hereto as **Exhibit "D"** as may be amended from time to time.

(w) "Rules and Regulations" shall mean and refer to the rules and regulations promulgated by the Board in accordance with the terms of this Declaration.

(x) "Supplemental Declaration" shall mean and refer to an instrument executed by Declarant for the purpose of subjecting additional real property to this Declaration, or for such other purposes as more fully described herein.

(y) "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code. Except as otherwise specifically excepted herein, all Surface Water or Stormwater Management Systems located on the Committed Property shall be part of the Common Areas of Belles Chase and shall be maintained by the Association as part of the Operating Expenses.

## ARTICLE II

### Description of the Project, Plans for Development and Declarant's Rights and Powers

Section 1. General Plan of Development. Declarant is the owner of Belles Chase and presently plans to develop Belles Chase as a single-phase single-family residential development. Declarant has the right, but is not obligated, to build up to eight (8) Dwelling Units within the real property described in **Exhibit "A"** to this Declaration, hereafter known as Belles Chase. Therefore, the Development may consist of eight (8) Dwelling Units, together with the Common Area and improvements thereto as described in this Declaration.

Section 2. Committed Property. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OTHER DOCUMENT, ONLY THAT PORTION OF BELLES CHASE WHICH

IS COMMITTED PROPERTY (AS THAT TERM IS DEFINED IN THIS DECLARATION) SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND ANY OTHER DOCUMENT GOVERNING THE COMMITTED PROPERTY.

Section 3. Additions to Committed Property; Certain Amendments. Declarant shall have the right, and hereby reserves the right, from time to time to bring other property not presently part of Belles Chase into the Committed Property. Any additional properties brought within the scheme of this Declaration may contain Lots, Common Areas or both Lots and Common Areas and shall become part of the Association. The right of Declarant as provided for in the preceding sentence of this Section 3 shall be for a period of twenty (20) years commencing with the recording of this Declaration in the Public Records of St. Johns County, Florida.

Declarant, its successors and assigns, shall not be obligated to add to the Committed Property and bring within the scheme of this Declaration any or all of the remaining portions of Belles Chase. The additions and amendments authorized under this subsection shall only be made by Declarant, shall not require the consent or approval of the Association, Members or any other person or entity, and shall be made by the recording in the Public Records of the County of a Supplemental Declaration with respect to the additional property, which shall extend the scheme of this Declaration to such property or modify the Declaration with respect to such additional properties as hereinafter set forth. Such Supplemental Declaration(s) shall identify Lots and Common Properties within the properties described therein. Declarant's rights under this Section 3 are paramount to the provisions of Section 4 of Article XIII of this Declaration.

Supplemental Declarations may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of Belles Chase or the additional properties which are the subject of such Supplemental Declaration as are not inconsistent with the scheme of this Declaration, as determined by Declarant. Further, such Supplemental Declarations may contain provisions relating to such portions of Belles Chase and/or such additional property, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the Development of such properties and pertaining to all or part of such portion and/or such additional properties to the exclusion of other portions of Belles Chase.

The provisions of this Article II, Section 3, cannot be amended without the written consent of Declarant, and any amendment of this Article II, Section 3 without the written consent of Declarant, shall be deemed null and void.

Section 4. Warranties. Upon conveyance of a Dwelling Unit to an Owner, Declarant shall assign all warranties from the applicable builder or sub-contractor. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION 4, DECLARANT DISCLAIMS ANY OTHER EXPRESS WARRANTIES, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE DWELLING UNIT OR IMPROVED LOT, AND ALL ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW OR OTHERWISE, OR ANY OTHER WARRANTIES WHATSOEVER.

Section 5. Changes in Use or Boundaries. Declarant shall have the right, by an amendment or Supplemental Declaration executed by Declarant alone, without the consent of the Association, any Institutional Mortgagees or the Owners, to take such action as may be required to relocate portions, change the use, or modify the boundaries of any of the Common Areas, notwithstanding that such portions of the Common Areas may be Committed Property.

### ARTICLE III

#### Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is or is at any time made subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and inseparable from ownership of a Lot. Transfer of Lot ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

When any one Lot is owned by more than one person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one member of the Association. Any person, firm, individual, corporation or legal entity owning more than one Lot shall be as many Members as the number of Lots owned.

Section 2. Classes of Memberships and Voting Rights. The Association shall have only one class of voting membership. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, DECLARANT OR ITS DULY AUTHORIZED SUBSIDIARY SHALL HAVE THE RIGHT TO ELECT A MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION UNTIL SUCH TIME AS DECLARANT NO LONGER HOLDS THE TITLE TO ANY PORTION OF BELLES CHASE.

#### ARTICLE IV

##### Common Areas

Section 1. Common Area. Common Areas are those portions of the Committed Property designated as such in this Declaration, a Supplemental Declaration, Site Plan or other written instrument recorded in the Public Records of the County. Common Areas may be for recreational or other purposes. So long as Declarant appoints a majority of the Board of Directors, the Common Areas shall be only that property designated as such by Declarant. Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to, or to cause others to, convey, lease or grant a license or other use right to real property within or without Belles Chase whether it be Committed Property or not, to the Association for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Common Area until actually so conveyed, leased or grant of license or other use right is created by a written instrument. Association shall accept from Declarant, or others approved by Declarant, any such conveyance, lease, grant of license or grant of use right.

Section 2. Easements. Declarant reserves the right for itself and its designees to grant additional easements for use, ingress and egress, governmental services and utilities over, across and under the Common Areas, for the use and benefit of persons who are not Members of the Association, including members of the Belles Chase Owners Association, Inc., a Florida corporation not for profit, and for portions of Belles Chase which are not Committed Property hereunder.

Section 3. Maintenance. The Association may enter into agreements with other persons or entities to provide for the maintenance, upkeep and repair of any of the Common Area or any other property which the Association has the obligation to maintain, upkeep and repair under this Declaration.

Section 4. Title in Association. Within six months after issuance of a final certificate of occupancy as to all improvements to be made to the real property known as Belles Chase, Declarant, or its successors and assigns, shall convey and transfer to the Association the record fee simple title of those portions of Belles Chase that constitute the Common Areas (as that term is hereinafter defined). The Association shall accept such conveyance, subject to this Declaration. To preserve and enhance the property values and amenities of Belles Chase, the Common Areas, and any facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas may include, but not be limited to, the repair and maintenance of roadways, landscaped areas, walkways, recreational facilities (if any), or signs. The Association, by its execution of this Declaration, covenants and agrees to accept all conveyances of Common Areas. This section shall not be amended to reduce or eliminate the obligation for maintenance or repair of the Common Areas without the prior written consent of Declarant.

The Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner and for the payment of taxes assessed against Common Areas and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of conveyance. Prior to completion of the Common Areas and conveyance of the title thereto to the Association, the taxes assessed against such non-public property shall be paid by Declarant or its successors or assigns.

Section 5. Title to Additional Common Areas. From time to time, Declarant reserves the right, but not the obligation, to convey to the Association legal title to additional Common Areas, subject only to the condition that such

properties shall be subject to the covenants set forth in this Declaration, and such additional Common Areas shall be conveyed to the Association within the time provided in Section 3 of Article II.

Declarant shall not be obligated to bring any additional Common Areas within the scheme of this Declaration nor to convey title to such Common Areas to the Association. The additions authorized under this section may be made by Declarant in accordance with Article II, Section 3, of this Declaration.

Section 6. Surface Water Management System. Belles Chase contains a Surface Water Management System (the "System") shown on **Exhibit "D"** attached hereto (Site Plan). The Association shall be responsible for the maintenance, operation and repair of the System. Maintenance of the System shall mean the exercise of practices which allow the System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the System shall be as permitted, or, if modified, as approved by the St. Johns River Water Management District.

(a) The System within Belles Chase is Common Area. The boundaries of the System shall be subject to accretion, reliction and other minor natural changes.

(b) The System is for control of surface water and storm water management and is not for recreational purposes, provided, however, that the Association shall have the right to promulgate and enforce rules and regulations consistent with applicable regulations and permits concerning the use of the System.

(c) No structure of any kind shall be constructed from any Lot abutting the System into the System and no person other than Declarant or the Association shall draw any water from the System for any purpose.

(d) A nonexclusive easement is hereby reserved in favor of Declarant, the Association and their designees for ingress, egress, and access to any portion of the Committed Property in order to maintain the System. All costs of maintenance of the Surface Water Management System shall be an Operating Expense, unless otherwise provided in this Declaration.

(e) Declarant or the Association shall have the right to enter into an agreement with any party providing for or pertaining to the maintenance or joint-maintenance of the System.

Section 7. Landscape Easements. Those portions of the Site Plan and the Plat designated as easements in favor of the Association across the Lots encumbered by such easements, if any, for the maintenance of certain landscaping and entrance features for Belles Chase. The Association shall be the owner of all property, including signs, lighting, and landscaping located within the Landscape Easements and shall be solely responsible for the maintenance of such improvements and landscaping. The cost of this maintenance shall be assessed by the Association as part of the Common Expenses.

## ARTICLE V

### Grant and Reservation of Easements

Section 1. Easement of Enjoyment. Each Member and each tenant, agent or invitee of Members shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title of the Lot, subject to this Declaration, including the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless seventy-five (75%) percent of the Members shall vote in favor thereof at a meeting of the Members called for such purpose, or unless an instrument signed by Members entitled to cast seventy-five (75%) percent of the eligible votes have been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every Member at least ninety (90) days in advance of any action taken.

(d) The right of Declarant and the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Committed Property for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of Declarant to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Committed Property for the completion of the Development.

Section 2. Access Easements. Declarant does hereby establish and create for the benefit of the Association and for the benefit of any and all Owners of Lots subject to this Declaration, their tenants, invitees and Institutional Mortgagees and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

(a) Right-of-way for ingress and egress by vehicles or on foot, as practicable, in, through, over, under and across the streets, roads, and walks within Common Areas (as they may be built or relocated in the future) for all purposes.

(b) Right-of-way for ingress and egress for pedestrian traffic and for access, as necessary, over, under, and across the Access Areas for each Lot, if any, including, but not limited to, access to the lake shore, if any, abutting any Lot. This easement shall not be construed to permit the operation of any type of motorized vehicle on any portion of the Access Areas of a Lot, except as may be required or permitted by other easements providing for maintenance, construction or access by emergency vehicles.

Section 3. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Committed Property as needed.

#### Section 4. Easement for Encroachments on Lots or Common Areas.

(a) If any portion of any roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Declarant or its designee, successor or assign encroaches on any Lot or Common Area, it shall be deemed that the Owner of such Lot or Common Area has granted a perpetual easement to the Owner of the adjoining Lot or Common Area or the Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, fences, gates, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by Declarant. The foregoing shall also apply to any replacement of any such roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or other structure, if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

(b) There shall be an easement for encroachment in favor of the Association and all Lot Owners in the event any Dwelling Unit now or hereafter encroaches upon any other Dwelling Unit as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of the Dwelling Unit Owners, their designees, mortgagees and the Association. If any portion of any Lot encroaches upon the Access Areas and Common Areas as a result of the construction, reconstruction, repair, shifting settlement or moving of any portion of the Committed Property, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 5. Easement for Maintenance by Association. Declarant hereby grants to the Association, its employees, subcontractors, agents and designees, a non-exclusive, perpetual easement over, through, across and under each Lot to permit

the Association, its employees, subcontractors, agents or designees to maintain and replace, as necessary, those portions of the Lot required to be maintained, replaced and repaired by the Association, as provided in this Declaration.

Section 6. Utility Easement. Declarant hereby grants to the Owner of each Lot a non-exclusive perpetual easement on, over, under and across the Common Area and all other Lots for the installation, maintenance, operation, repair and replacement of utility lines, including water and sanitary sewer lateral pipes servicing the Lot, together with wires, pipes, conduits, cable television lines, telephone lines and equipment and drainage lines.

Section 7. Reservation of Easement by Declarant.

(a) Easements for Development and Sales.

(1) Declarant reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Committed Property, including all Lots, for the purpose of constructing adjacent properties and completing its work in developing and providing for the development of the Committed Property; and, toward this end, reserves the right to grant and reserve easements and rights-of-way, through, under, over and across the Committed Property, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, electric and other utilities and for any other materials or services necessary for the completion of such work.

(2) Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the streets and roads of other areas of the Common Areas.

(3) Declarant also reserves the right for itself, its designees, successors and assigns, to continue to use the Committed Property, and any roadways, sales offices, model homes, signs and parking spaces located on the Committed Property, in its efforts to market or develop Dwelling Units or Lots in the Development.

(b) Amendment. This section may not be amended without the prior written consent of Declarant.

Section 8. Surface Water Management System Maintenance Easement. An easement for maintenance of the Surface Water Management System shall exist as provided for in Article IV, Section 6 of this Declaration.

## ARTICLE VI

### Maintenance

Section 1. Maintenance of Common Areas. The Association shall at all times maintain in good repair, operate, manage, insure and replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, any courtyards, fences, gates, recreational facilities, lawns, landscaping, sprinkler systems, paving, drainage structures, the lakes, street lighting fixtures and appurtenances, sidewalks and other structures, and utilities, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members.

Section 2. Assessments. All maintenance performed by the Association pursuant to Section 1 above and all expenses hereunder shall be paid for by the Association as Operating Expenses through assessments imposed by the Board of Directors in accordance with Article VII. Such assessments shall be against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Assessments shall include payment for insurance and taxes on the Common Area.

The cost and expense of Association-provided maintenance shall be funded by an Association assessment against all Owners and shall be paid by the Association notwithstanding that title to the Common Area may be vested in Declarant.

Section 3. Disrepair of Dwelling Units and Lots. If the Owner of any Lot shall fail to maintain his Lot, and the improvements situated thereon, as required by any provision of this Declaration, in a manner reasonably satisfactory to the



Board of Directors of the Association or any committee established by such Board, except for such areas as the Association is required to maintain, upon direction of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon the Lot to maintain and restore the improvements erected on such Lot. The cost of any maintenance supplied by the Association pursuant to this Section shall be added to and become part of the assessment to which such Lot is subject.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents and employees, shall have the right without notice to enter upon any Owner's Lot at reasonable hours on any day except Sunday and legal holidays.

Section 5. Negligence of Owner. Should any portion of a Dwelling Unit which the Association is required to maintain pursuant to this Article be required to be maintained, repaired or replaced as a result of the negligence of the Owner, his family, lessee, guests, servants or invitees, the applicable Owner shall be responsible for the cost thereof and the Association shall have the right to levy an assessment against the Owner of said Lot for same, which assessment shall have the same force and effect as all other assessments.

Section 6. Management. The Association, through the action of its Board of Directors, shall have the right to employ a manager or management firm which employment may either be on the basis of an employee of the Association or as an independent contractor.

Section 7. Maintenance of Roadways. The Association shall maintain the private roadways shown on the Site Plan and shall have the right to enter into an agreement or agreements with any entity, governmental or otherwise, to provide for the maintenance of any roadway in Belles Chase, and to provide for the maintenance and landscaping of the real property abutting any such roadway.

## ARTICLE VII

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Each Owner of any Lot by acceptance of a deed or instrument of conveyance, whether or not it shall be so expressed in such deed or other instrument of conveyance, including any purchaser at a judicial sale, or by the acquisition of title in any other manner, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Lots and Common Areas as provided in this Declaration, including such reasonable reserves as the Association may deem necessary, special assessments as provided in this Article, and assessments for maintenance as provided herein. Assessments for Operating Expenses shall be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest and costs of collection as hereinafter provided, shall, upon the recordation of a claim of lien, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment became due. All assessments by the Association for Operating Expenses shall be assessed against all Lots equally. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment. Furthermore, the obligation of the Association and the Owners for assessments, and the obligation for maintenance shall commence upon conveyance of the Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in Belles Chase and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of the Common Areas and of the Lots situated upon the Committed Property, including, without limiting the foregoing, the payment of taxes (if any), insurance, repair, replacement, maintenance, additions, and the cost of labor, equipment, materials, utilities, services, management and supervision, as well as any other costs set forth in this Declaration for which the Association is responsible.

Section 3. Budget and Commencement of Payment.

(a) The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association. The Board shall determine the total amount of Operating Expenses, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual assessments and any supplemental assessments shall be shared by all Lots based upon the formula and terms and provisions set forth herein and in the Articles and Bylaws.

(b) Each Lot shall commence paying its share of the Association assessments commencing with the day title of the Lot is conveyed by deed from Declarant to the first grantee thereof; provided, however, a conveyance by Declarant to a related or affiliated entity or subsidiary shall not be deemed a conveyance to the first grantee. Subject to the provisions of Section 4 immediately below (which provisions are only applicable during any guarantee period or any extension thereof), the assessment for Operating Expenses for each Lot shall be the dividend arrived at by dividing the total anticipated Operating Expenses reflected by the budget, other than those Operating Expenses which are properly the subject of a special assessment, by the total number of all Lots which have been conveyed by Declarant as of the date the budget was adopted. The total number of Lots responsible for payment of Operating Expenses will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Lots subject to assessments shall be determined by the Association.

(c) Additionally, each Lot shall pay a one-time initial assessment fee of \$250.00, due on the day title of the lot is conveyed by Deed, whether such conveyance is the first conveyance or a subsequent conveyance; however, a conveyance by Declarant to a related or affiliated entity or subsidiary shall not be deemed a conveyance for this purpose.

Section 4. Interim Assessment Period. For a period of one year commencing with the date of the conveyance by Declarant of the first Lot within the Committed Property, excluding conveyances by Declarant to an entity or subsidiary related to or affiliated with Declarant, the assessments of the Association shall be in the amount as specified in the initial estimated operating budget of the Association (the "Interim Assessment Period"). During the Interim Assessment Period, Declarant shall pay the amount of Operating Expenses of the Association incurred during that period and not produced by the assessments at the level stated in the initial estimated operating budget receivable from other Lot Owners, as provided herein, and during said period, Declarant shall not be required to pay any specific sum for its share of the Operating Expenses of the Association as to any Lots owned by it. Provided, however, Declarant shall pay the deficit during said period. During the Interim Assessment Period, however, Declarant's responsibility to fund deficits in the budget is not intended to include, and does not include and shall never be deemed to include, expenses or fees called for or occasioned by an action or decision of the Board of Directors when Lot Owners, other than Declarant, elect a majority of the Board of Directors, when such expenses or fees are inconsistent with expenses or fees preceding that time. In such event, Declarant, at its option, may pay the sums required to be paid by it; or, Declarant, at its option, may terminate the Interim Assessment Period. In such case, it shall pay the assessments of the Association as to the Lots owned by it.

Declarant hereby reserves the right, to be exercised in its sole discretion, to extend from time to time the termination date of the Interim Assessment Period for such period of time as Declarant determines. Should Declarant elect to extend the Interim Assessment Period, Declarant shall notify the Board of Directors of the Association of its election prior to the termination date of the original term or an extended term, and such notice shall set forth the new termination date of the Interim Assessment Period. Declarant reserves the right, in its sole discretion, to require the Board of Directors of the Association to increase the amount of the assessments due from Lot Owners other than Declarant for each extension by an amount not to exceed fifteen (15%) percent of the amount of assessment for the preceding period. Provided, however, in no event may Declarant require the Board of Directors to increase the assessment due from Lot Owners other than Declarant by more than fifteen (15%) percent for each year of extension of the guarantee. The Board of Directors of the Association agrees to comply with the requirements of Declarant, as provided herein, and increase the assessments payable from Lot Owners other than Declarant during any extension of the Interim Assessment Period. Should the Board of Directors of the Association fail to increase such assessments, as may be required by Declarant hereunder, Declarant shall have the unconditional right to terminate the Interim Assessment Period, as contained herein; or, Declarant shall have the right to specifically enforce its rights as provided herein.

Section 5. Due Dates; Duties of the Board of Directors. All assessments shall be payable annually in advance or on such other basis as is ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and shall prepare a roster of the Lots and assessments

applicable, which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his Institutional Mortgagee, the Board shall promptly furnish such Member or his Institutional Mortgagee with a written statement of the unpaid charges due from such Member.

Section 6. Effect of Non-Payment of Assessment; The Personal Obligation of the Member; The Lien; Remedies of the Association. If an assessment is not paid on the date when due, then at the option of the Board, such assessment, together with the balance of the annual assessment established by the Board, shall become delinquent and shall, together with such interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, thereupon become a continuing lien on the Member's Lot which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens of the taxing division of any governmental authority, including but not limited to, state, county and school district taxing agencies; and (b) all sums unpaid on any bona fide first mortgage held by an Institutional Mortgagee of record encumbering the Dwelling Unit. The personal obligation of the Member who was the Owner of the Lot when the assessment fell due, to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, although the lien shall continue to encumber the Lot.

If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of Florida. A late charge of up to \$25.00 may be assessed by the Board and the Association through its Board. The Board may bring an action at law against the Member or former Member personally obligated to pay the same or it may bring an action to foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action and the aforesaid late charge.

Section 7. Selling, Leasing and Gifts of Lots, Etc.

(a) No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot and the Dwelling Unit thereon unless and until all unpaid assessments assessed against such Lot shall have been paid as directed by the Board of Directors; such unpaid assessments, however, may be paid out of the proceeds from the sale of the Lot or by the purchaser of such Lot. Any sale or lease of the Lot in violation of this section shall be voidable at the election of the Board of Directors.

(b) Upon the written request of a Member or his Institutional Mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for issuance of such statements.

(c) The provisions of this section shall continue to apply in the event of the acquisition of a Lot by an Institutional Mortgagee who shall acquire title to such by foreclosure or by deed in lieu of foreclosure. In such event the unpaid assessments against the Lot which were assessed for Operating Expenses and became due prior to the acquisition of title by such Institutional Mortgagee shall not be deemed waived by the Association. Additionally, such provisions shall also apply to any assessments which are assessed and become due after the acquisition of title by the Institutional Mortgagee and to any purchaser from such Institutional Mortgagee.

(d) Whenever the term Lot is referred to in this section, it shall include the Member's interest in the Association and the Member's interest in any property acquired by the Association. Any Member may convey or transfer his Lot by gift during his lifetime or devise the same by will or pass the same by intestacy.

(e) The provisions of this section shall not apply to Declarant. This section may not be amended without the prior written consent of Declarant.

Section 8. Subordination of Lien. The lien for assessments provided for in this Article shall be superior to all other liens, except tax liens, mortgage liens in favor of Institutional Mortgagees, and mortgage liens in favor of mortgagees under mortgages now existing or hereafter granted by Declarant, as mortgagor.

Section 9. Capital Improvements. Funds necessary for capital improvements, emergencies or non-recurring expenses may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such Association and also, for such funds exceeding the sum of \$5,000.00, upon approval by two-thirds favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the Bylaws of such Association.

Section 10. Certificate of Assessment. The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

## ARTICLE VIII

### Insurance

#### Section 1. Common Areas.

(a) General Liability. The Association, by action of its Board of Directors, shall maintain public liability insurance, to the extent obtainable, covering the Association and each Association Member, lessee and occupant, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Areas.

(b) Additional Insurance. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance:

- (i) Vandalism and malicious mischief endorsements, insuring the Common Areas; and,
- (ii) worker's compensation insurance, if required by law; and,

(iii) Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property.

(c) Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid either to the Association or to an insurance trustee as the Association shall determine at the time. An "Insurance Trustee" shall be any bank or trust company or other corporate trustee authorized for and doing business in Florida, as designated by the Board of Directors of the Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance trust agreement to be executed by the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

(d) Payment of Premiums. The Board of Directors shall collect and pay the premiums for insurance as a part of the Operating Expenses. Expenses of any Insurance Trustee appointed shall be paid by means of special assessment by the Board.

(e) Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of Common Area facilities, the Association and the Owners shall use insurance proceeds to repair, replace and rebuild the damage caused by casualty loss. Related costs and expenses not covered by insurance shall be borne by the Owners in a fair and equal manner.

(f) Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

#### Section 2. Dwelling Units, Lots.

(a) (i) Owner's Insurance Coverage. Each Owner shall be required to obtain and maintain adequate insurance on his Dwelling Unit which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, storm or other hazards or casualty. Such insurance shall name the Association an additional insured and shall be sufficient to cover the full replacement value, or to cover necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board of Directors of the Association and shall contain a clause which provides ten (10) days prior written notice to the Board of Directors of the Association before the policy can be cancelled. Each Owner shall be required, on an annual basis, concurrent with the payment of annual assessments pursuant to Section 5 above, to supply the Board of Directors with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this Section. Each Owner shall also be responsible for the purchasing of liability insurance for accidents occurring on his or her Lot.

(ii) Action by Board. If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of Directors, then the Board shall obtain such insurance coverage. Insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefit of the applicable Homeowner.

(iii) Payment of Premium. Premiums for insurance obtained by the Board of Directors for the benefit of an individual Owner, as provided hereinabove, shall not be an Operating Expense, but shall be an individual assessment (special assessment) payable in accordance with the provisions of Article VII of this Declaration.

(iv) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty, covered by insurance written in the name of the Association as Trustee. The insurance proceeds shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature(s) of an agent(s) duly authorized by the Board of Directors. If no repair or rebuilding has been contracted for, or otherwise substantially started by the Owner within thirty (30) days of the receipt of the insurance proceeds, the Board of Directors shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Dwelling Unit pursuant to Section 2(b) hereinbelow.

(b) Notwithstanding anything to the contrary in this Article, the Association, its Director or officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Dwelling Unit.

## ARTICLE IX

### The Association

The Association shall have all statutory and common law powers of a Florida corporation not for profit, to the extent they do not conflict with all powers provided in its Articles and Bylaws, and all powers granted in this Declaration.

## ARTICLE X

### Building and Use Covenants

Section 1. Land Use. The use of a Dwelling Unit or of the Common Areas by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the Articles and Bylaws and the Rules and Regulations of the Board of Directors. A Dwelling Unit shall be used only for residential purposes for immediate members of a single family and their guests and invitees.

Section 2. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Dwelling Unit of the type originally constructed by Declarant. All Building exteriors shall be completed within nine (9) months from commencement of construction or issuance of a building permit, whichever comes first.

Section 3. Architectural Control. (a) No building, wall, fence, decking, paving, awning, pool, storage shed, door screening or other structure or improvement of any nature other than such structures originally constructed by Declarant shall

be erected, placed, modified, altered or permitted to remain on any Lot or Common Area unless the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations, and landscaping, as may be required by the Architectural Review Committee have been approved in writing by the Architectural Review Committee. In the case of structures initially constructed by Declarant on a Common Area or Lot prior to the conveyance of the Common Area to the Association or the sale of that Lot to the initial Owner other than Declarant, no review and approval by the Architectural Review Committee shall be required. All other buildings, walls, fences, or other structures or improvements of any nature, together with the landscaping, shall be erected, placed or altered upon the Committed Property only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole discretion of said Architectural Review Committee, seems sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Committee shall have the power to promulgate such rules and regulations, including the power to adopt and charge appropriate uniform fees for required reviews, as it deems necessary to carry out the provisions and intent of this paragraph.

(b) The Architectural Review Committee shall review the proposed submission as to the type and quality of materials, harmony of the exterior design and location of the building or structure with existing buildings or structures, location of the building or structure with respect to topography, trees, vegetation and the finished grade elevation and floor slab, exterior color(s) of any building or structure and any other relevant considerations. Upon completion of the proposed improvements, an "as-built" survey showing the finished floor and grade elevation and location of all improvements shall be filed with the Association and with the Architectural Review Committee.

(c) The Architectural Review Committee shall be composed of not less than three (3) nor more than seven (7) persons. The members of the Committee shall be appointed by Declarant, its designees, successors or assigns. The membership, rules of procedure and duties of the Committee shall be prescribed by and, from time to time, changed or modified by Declarant. If and when Declarant deems the circumstances appropriate, Declarant, in its sole discretion, may assign to the Association, all or part of the rights, duties, and functions of the Architectural Review Committee as set forth in this Declaration. From and after the date of any such assignment, Declarant shall be relieved of any further duties or obligations concerning the Committee, and the Association or other body shall assume the duties and obligations and perform the functions as set forth herein.

(d) If the Architectural Review Committee shall disapprove, in whole or in part, any submission required herein, the Committee shall notify the person, firm or entity making the submission of the reasons for such disapproval. If the Architectural Review Committee fails or refuses to approve or disapprove a submission containing all the requirements as set forth herein within forty-five (45) days after submission is received by the Committee, it shall then be presumed that the submission has been disapproved by the Architectural Review Committee.

Section 4. Change in Buildings. Neither the Association nor any Owner shall make or permit any structural modification or alteration of any Building except with the prior written consent of the Architectural Review Committee, or its successor, and all Institutional Mortgagees holding a mortgage on a Dwelling Unit within said Building. Consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other Dwelling Units. No Building shall be demolished or removed without the prior written consent of all Owners of all other Dwelling Units within such Building and of all Institutional Mortgagees holding a mortgage on a Dwelling Unit within said Building, and also the prior written consent of Declarant or its successors. Declarant shall have the right, but shall not be obligated, to assign all of its rights and privileges under this Article to the Association.

Section 5. Regulations. Regulations promulgated by the Board of Directors, or any committee established by the Board of Directors, or any committee established by the Board concerning the use of Belles Chase shall be observed by the Members and their family, invitees, guests and tenants; provided, however, that copies of such regulations are furnished to each Member by personal delivery or by regular mail prior to the time the regulations become effective.

Section 6. Building Location. Buildings shall be located in conformance with this Declaration, the applicable ordinances of St. Johns County and any specific approvals thereunder, or as originally constructed on a Lot by Declarant or its successors or assigns.

Section 7. Damage to Buildings. If a Dwelling Unit is damaged, through Act of God or other casualty, then the Owner shall promptly cause his Dwelling Unit to be repaired and rebuilt substantially in accordance with the architectural plans and specifications used by the Declarant for the original construction of such Dwelling Unit. It shall be the duty of the Association to enforce such repair or rebuilding of the Dwelling Unit to comply with this responsibility in accordance with Article IX hereinabove. To accomplish the requirements of this Section, each Owner shall insure his Dwelling Unit at the highest insurable value, including, but not limited to, full replacement value of the premises, in accordance with Article XI, above.

Section 8. Temporary and Accessory Structures. No accessory building or structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle shall be permitted on any Lot or Common Areas at any time or used as living quarters or for storage at any time, either temporarily or permanently, except as permitted by the Architectural Review Committee. No gas tank, gas container, or gas cylinder serving a Dwelling Unit shall be permitted to be placed on or about the outside of any Dwelling Unit or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative screen approved by the Architectural Review Committee.

Section 9. Signs. A single "for sale" sign of no more than one foot by two feet (1' x 2') may displayed on a Dwelling Unit during any period when the Dwelling Unit is being offered for sale. The Committee shall have the right to adopt and enforce uniform standards as to the appearance and method of display of such "for sale" signs. No other sign, advertisement or poster of any kind shall be erected or displayed to the public view on the Committed Property without the prior written approval of the Architectural Review Committee as to size, color, content, material, height and location. This paragraph shall not apply to Declarant.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind or size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board of Directors. In no event shall the number of pets exceed two (2) for any Lot. No permitted pet may be kept, bred or maintained for any commercial purpose. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board of Directors. No dogs or other pets shall be permitted to have excretions on the Committed Property, except in locations designated by the Association.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 12. Antenna. No television, radio, electronic or other type antenna or satellite dish may be erected on the Committed Property or attached to any Dwelling Unit thereon without prior approval of the Architectural Review Committee.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain, and other exterior finishing colors on all buildings may be maintained as originally installed by the Declarant, without prior approval of the Architectural Review Committee. Prior approval by the Architectural Review Committee shall be necessary before any such exterior finish color is changed. Furthermore, prior approval shall be required if the Association or any Owner wishes to paint, varnish, stain or make any application to exterior trellises or wood treatment, if any. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained as originally installed by Declarant, unless the prior approval for any substantial change in obtained from the Association and the Architectural Review Committee. Neither aluminum foil, paper, nor anything which the Architectural Review Committee deems objectionable, may be placed on windows or glass doors. No Owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any Building or patio wall or place any objects such as bicycles, toys, barbecues, etc., on the rear patio unless concealed from the view of the road frontage and other Dwelling Units, except, however, customary outdoor furniture.

All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

Section 14. Existing Trees. Neither the Association nor an Owner or other person, without the prior written consent of the Architectural Review Committee, shall remove any live tree with a trunk of four (4) inches or more in diameter (as measured one (1) foot from ground level) from any portion of the Committed Property. If said trees are removed without the

Committee's prior consent, the Owner or the Association, as appropriate, may be required by the Committee to replace the removed trees with trees of comparable size.

Section 15. Grades and Elevations. To preserve and maintain proper drainage in Belles Chase, no changes in grades or elevations of any portion of a Lot (including the swale areas) or Common Area shall be made without the prior written approval of the Architectural Review Committee. Final floor elevations and all other applicable grades must be shown on the site plan and approved by both the Committee and the Association prior to construction.

Section 16. Drainage Swale. The Association shall maintain all drainage swales within the Committed Property. Standards for the location, width, depth and invert grades of culverts shall be initially established by the Declarant and enforced by the Architectural Review Committee. The Declarant shall provide the Association and Architectural Review Committee with sets of "as-built" drawings which set forth the location of invert grade, width and depth. Nothing shall be constructed, maintained, altered or permitted to exist on any portion of the Committed Property if, in the opinion of the Committee, it obstructs, would obstruct or otherwise impede the flow of surface drainage.

Section 17. Fertilizers. To reduce the dissolution of nitrogen into the ground and surface waters in amounts injurious to the environment, only fertilizers which are capable of releasing nutrients at a controlled rate, such as organic fertilizer, are permissible.

Section 18. Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, automobiles which are not currently registered and capable of legal operation on public roads, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored overnight at any place on any Lot or Common Area in the Committed Property; except if such vehicle is being used in the construction of improvements on the Committed Property and then only during the periods of approved construction on said Lot, or if parked in an area designated by Declarant for such purpose or parked in a fully enclosed garage with the garage door fully closed. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited. No person shall park a vehicle so as to obstruct any person's use of ingress or egress rights created by this Declaration or park a vehicle on any unpaved portion of any Lot or Common Area, except as expressly permitted by Declarant.

Section 19. Sales and Rentals. No Lot or Dwelling Unit thereon may be sold, rented, or sublet without express written notice to the Board of Directors of the Association. This provision is for the purpose of making certain that subsequent owners and renters understand the rights and obligations of Members of the Association, including, but not necessarily limited to, the Declaration and Rules and Regulations. In addition, the Board of Directors may authorize the use of a registration form to be completed by prospective purchasers or renters. No Dwelling Unit may be rented, leased or sublet for a period of less than thirty (30) days. All enforcement procedures applicable to this Declaration shall be equally applicable to enforcement of this section.

Section 20. Walls/Fences. No fence, wall, gate, hedge, or other structure shall be erected or maintained on any Lot, except as originally installed by Declarant or Declarant's assignee, if applicable, or except any approved in writing by the Architectural Review Committee as provided herein.

Section 21. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated by the Association for such purpose. All equipment for storage or disposal of such material shall be kept clean and sanitary condition and shall be kept hidden from view.

Section 22. Outdoor Drying and Laundry. No clothing, laundry or wash shall be aired or dried on any portion of any Lot or Common Area in an area viewable to any other Lot or Dwelling Unit or roadway. No garments, rugs, etc., shall be hung from windows or doorways of Dwelling Units, and no clotheslines or similar type structure shall be permitted on any Lot in an area viewable from any other Lot, Common Area or roadway.

Section 23. Swimming Pools and Screen Enclosures. All screen enclosures, deck areas, patios, hot tubs, jacuzzis, and sun decks, except for such structures originally installed by Declarant as part of the first construction of a Dwelling Unit or Common Area, must be approved in writing by the Architectural Review Committee.



Section 24. Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 25. Risks. No Owner shall permit or suffer anything to be done or kept in his Dwelling Unit or upon his Lot which will increase the rate of insurance to other Owners or as to their Lots or to the Association with respect to the Common Areas.

Section 26. Parking Spaces. Each Owner shall have the exclusive right to use the driveway and paved portions of the Owner's Lot for parking and shall not park on any unpaved areas. Any parking spaces located on the Common Area, if any, will not be assigned, but shall be for the common use and benefit of Owners, their guests and invitees, subject to the right of the Board to adopt regulations concerning the use of such spaces.

Declarant shall have the right to use any such unassigned spaces for parking by prospective purchasers and such other parties as Declarant, in its sole discretion, deems advisable.

Section 27. Basketball Boards. Basketball boards are prohibited, whether attached to the Dwelling Unit or free-standing.

Section 28. Skateboard Ramps. Skateboard ramps are prohibited on any Lot or Common Area.

Section 29. Flagpoles. All flagpole structures and their locations must be approved by the Committee prior to construction and/or installation of same.

Section 30. Decorative Items. The use of decorative items, including, but not limited to, statues, gates, rocks, planters, bird baths and other ornamental accessories are prohibited, unless the Architectural Review Committee has given written permission for their installation prior to use, installation or construction.

Section 31. Mailboxes. All mailboxes shall be of the standardized type originally installed by the Declarant or as thereafter may be designated by the Architectural Review Committee as to style, location, material, color, height and type of post mounting.

Section 32. Lighting. All exterior lighting, including, but not limited to, walkway, driveway, accent, or Common Area, must be approved by the Architectural Review Committee prior to construction or installation.

Section 33. Businesses. No trade, business, professional office, or any other type of commercial activity shall be conducted on any portion of the Committed Property, including any Dwelling Unit. This restriction shall not prohibit the Declarant and its assigns from operating sales models and/or a sales and leasing office on any portion of the Committed Property.

Section 34. Wells, Mining, Drilling and Excavation. No wells, mining, drilling or excavation of any type, except for such excavation as may be necessary for construction of Dwelling Units and Common Areas, shall be permitted on any portion of the Committed Property. No Owner of any Dwelling Unit shall draw water from any water body on or adjacent to any of the Committed Property.

Section 35. Violations. In the event of a violation of this Declaration, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record, and if said violation shall continue for a period of seven (7) days from the receipt of the written notice, the Owner may be assessed an amount up to \$25.00 per day, per violation. This assessment shall be considered in the same manner as hereinbefore provided for regular assessments and those sections providing for the recording of the assessment lien, enforcement and collection shall also apply.

Section 36. Declarant Rights. Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot. This section is intended to provide Declarant with the broadest authority and power to transact and implement its business, and such

activities shall be free and clear of any restrictions contained in this Declaration which would impede such activities. Declarant shall have the right to transact any business necessary to consummate sales and leases of said Lots, temporary uses for model homes, parking lots and/or sales offices, maintain signs, have employees in the office, use the Common Areas and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of Declarant.

## ARTICLE XI

### Additional Powers Reserved to Declarant

Section 1. Declarant Related Documents. So long as Declarant shall own any of the Committed Property, no Declarant related amendment shall be made to the Declaration, to any Supplemental Declaration, to the Articles, Bylaws, Rules and Regulations, or any other similar Association document, nor shall any such Declarant related amendments or documents be executed, adopted or promulgated by the Association or the Board of Directors unless such Declarant related amendment or document shall be specifically approved in writing by Declarant in advance of such execution, adoption, promulgation and recording.

Section 2. Definitions. For the purposes of Section 1 of this Article, an amendment or document which does any of the following shall be considered to be a Declarant related amendment:

- (a) Discriminates or tends to discriminate against Declarant as an Owner or otherwise;
- (b) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners;
- (c) Modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status;
- (d) Modifies or repeals any provision of Article II of this Declaration;
- (e) Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- (f) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (g) Denies the right of Declarant to convey the Common Areas to the Association;
- (h) Denies the right of Declarant to record a Supplemental Declaration with respect to portions of Belles Chase or adding properties subject to this Declaration or otherwise making provisions in accordance with the powers granted to Declarant in this Declaration;
- (i) Modifies the basis or manner of Association assessments as applicable to Declarant or any Lots owned by Declarant as provided for by Articles VI and VII;
- (j) Modifies the provisions of Article X (architectural control) as applicable to Declarant or any Lots owned by Declarant;
- (k) Alters the provisions of any Supplemental Declaration; or
- (l) Denies the right to Declarant, its contractors and subcontractors, to maintain temporary construction trailers, sheds or other buildings upon the Committed Property; or

(m) Alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as set forth in any provision of this Declaration or of any Supplemental Declaration or other document applicable to Declarant.

The decision to approve or not approve any Declarant related document or Amendment by Declarant in accordance with Section 1 of this Article shall be in the sole and absolute discretion of Declarant and Declarant shall not be liable to the Association, its Members or any party as a result of granting or refusing to grant such approval.

Section 3. Declarant Lands. So long as Declarant continues to construct any facilities in the Development, no action may be taken by the Board or the Association applicable to the Declarant or any of the Lots or other land owned by Declarant unless such action shall be approved in writing by Declarant; or, unless the need therefor shall be waived by the Declarant in writing.

## ARTICLE XII

### General Provisions

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to, the Association, Declarant and its subsidiaries and assigns, the Owners of Lots, and to any other party to whom the Declarant or Association is entitled to grant such easements, licenses, rights and privileges under this Declaration; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject to the Rules and Regulations of the Board of Directors; but, the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land that has been made a part of the Association and shall inure to the benefit of and be enforceable by Declarant, the Association, or 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 two-thirds of the Lots and all Institutional Mortgagees of Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 3. 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 Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by Declarant, its assigns, the Association or any Owner of five (5) or more Lots by any proceeding at law or in equity 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 land to enforce any lien created by these covenants; and failure by Declarant, the Association, any Owner or other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Review Committee. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees as fixed by the court, including attorneys' fees in connection with appeal of any action.

Section 5. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Areas, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the case of the Surface Water or Stormwater Management System which is maintained by the Association, the responsibility for the operation and maintenance of the System must be transferred to and accepted by an entity which would comply with § 40C-42.027, Florida Administrative Code and be approved by the St. Johns River Water Management District prior to any termination, dissolution or liquidation of the Association. If such dedication is refused acceptance, which refusal in the case of the County shall be by formal resolution of the Board of County Commissioners, such assets shall be granted, conveyed

and assigned to any corporation not for profit, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to Belles Chase, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. Excepting Supplemental Declarations and in addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by: (1) Declarant, for so long as it holds title to any Lot affected by this Declaration and said amendment by Declarant shall not require the consent of any mortgagees, Owners of Lots nor of the Association, either now or in the future; or, alternatively, (2a) by Owners holding not less than two-thirds vote of the membership in the Association or by an instrument signed by the President and Secretary of the Association attesting that such instrument was approved by Members entitled to vote two-thirds of the votes of the Association at a meeting of the Members called for such purpose; provided, that so long as Declarant is the owner of any Lot affected by this Declaration, Declarant's consent must be obtained; and (2b) by all Institutional Mortgagees of Lots affected by this Declaration, provided that so long as Declarant is the owner of any Lot affected by this Declaration, Declarant's consent must be obtained. Any amendment must be properly recorded in the Public Records of the County to be effective.

Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond the maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 8. Administration. The administration of the Association shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws which are made a part of this Declaration and attached hereto as Exhibits "B" and "C" respectively.

Section 9. Conflict. In case of any conflict between the Articles and Bylaws, the Articles shall control. In case of any conflict between the Articles or Bylaws and this Declaration, this Declaration shall control.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Official Records of St. Johns County.

Section 11. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Belles Chase Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Belles Chase Documents, including, but not limited to, those against tenants; or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to Belles Chase or any portion thereof.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto caused this documents to be signed by its proper officers  
this \_\_\_\_ day of \_\_\_\_\_, 2002.

Signed in the presence of:

Mary Lynn Dupont  
MARY L. DUPONT  
Debbie Franca  
Debbie FRANCAK

By: Matthew C. Braly  
Matthew C. Braly  
Attest: Laura M. Braly  
Laura M. Braly

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

4th The foregoing Declaration and General Protective Covenants for Belles Chase was acknowledged before me on the  
day of November, 2003, by Matthew C. Braly and Laura M. Braly. They  
are personally known to me and did not take an oath.

WITNESS my hand and official seal on the day and year last aforesaid.



Susan S. Bloodworth  
MY COMMISSION # DD132984 EXPIRES  
September 13, 2006  
BONDED THRU TROY FAITH INSURANCE, INC.

Susan S. Bloodworth  
Notary Public, State of Florida

ACCEPTANCE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Belles Chase Owners Association, Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this 4th day of  
November, 2003.

Signed, Sealed and Delivered  
in the presence of:

**BELLES CHASE OWNERS  
ASSOCIATION, INC.,** a Florida  
corporation not for profit

Mary Lynn Dupont  
MARY L. DUPONT  
Debbie Franca  
Debbie FRANCAK

By: Matthew C. Braly  
Matthew C. Braly, President  
Attest: Isabelle P. Braly  
Isabelle P. Braly, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Acceptance was acknowledged before me the 4<sup>th</sup> day of November, 2003, by Matthew C. Braly and Isabelle P. Braly, as President and Secretary, respectively, of Belles Chase Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

WITNESS my hand and official seal on the day and year last aforesaid.



Susan S. Bloodworth  
MY COMMISSION # DD132984 EXPIRES  
September 13, 2006  
BONDED THRU TROY FAIR INSURANCE, INC

Susan S. Bloodworth  
Notary Public, State of Florida

Exhibit "A"

OR2081PG1146

A PARCEL OF LAND LYING IN  
GOVERNMENT LOT 4, SECTION 13,  
TOWNSHIP 8 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING NORTH OF WATSON ROAD EXTENSION, A 60' EASEMENT FOR INGRESS & EGRESS AS PER O.R. 773, PAGE 635 & 639, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND SAID PARCEL BEING MORE FULLY DESCRIBED AS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID WATSON ROAD EXTENSION AND THE WEST LINE OF GOVERNMENT LOT 5, SECTION 13, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°50'09" WEST, ALONG THE NORTH LINE OF SAID WATSON ROAD EXTENSION, 190.49' (DEED - 190.43') TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°50'09" WEST, 116.99'; THENCE NORTH 00°23'54" WEST, 330.00'; THENCE SOUTH 89°50'09" WEST, 324.00'; THENCE NORTH 00°23'54" WEST, 299.94'; THENCE NORTH 89°49'32" EAST, 621.85'; THENCE SOUTH 01°16'25" EAST, 258.17'; THENCE SOUTH 89°50'09" WEST, 184.80'; THENCE SOUTH 00°23'54" EAST, 371.93' TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 5.0 ACRES, MORE OR LESS





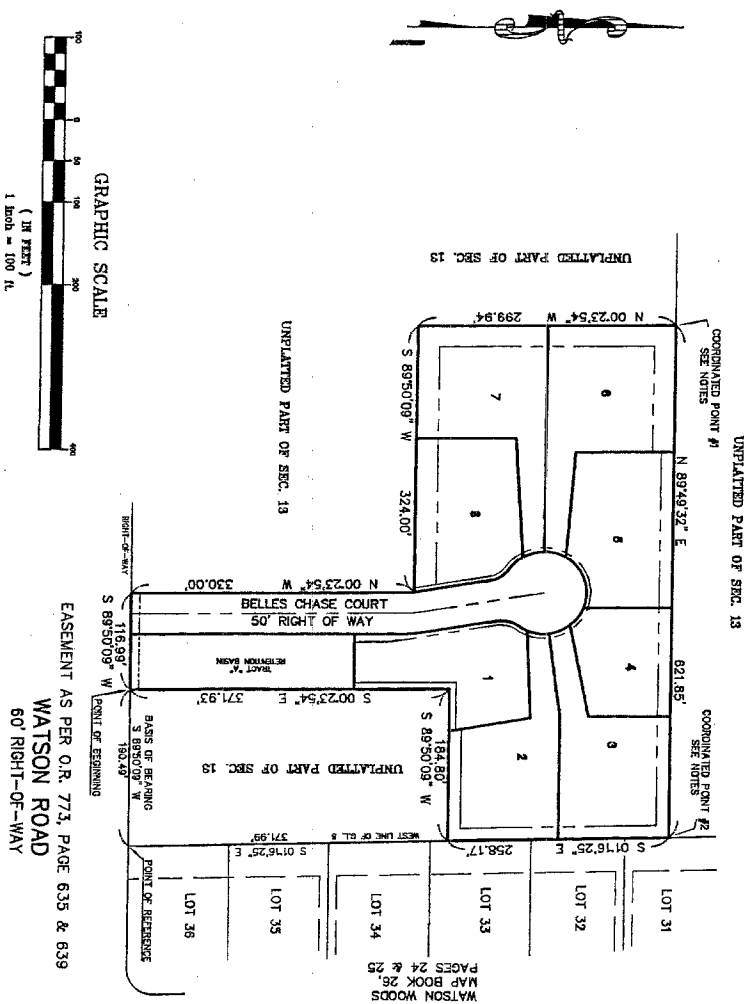
**CAPTION**  
A PARCEL OF LAND LYING IN  
GOVERNMENT LOT 4, SECTION 13,  
TOWNSHIP 8 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

**BELLES CHASE**  
A PORTION OF SECTION 13,  
TOWNSHIP 8 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE FULLY DESCRIBED AS FOLLOWS:  
A PARCEL OF LAND LYING IN GOVERNMENT LOT 4, SECTION 13,  
TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY,  
FLORIDA, LYING NORTH OF WATSON ROAD, A 60'  
EASEMENT FOR INGRESS & EGRESS AS PER O.R. 773, PAGE 635  
& 639, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND SAID  
PARCEL BEING MORE FULLY DESCRIBED AS: COMMENCE AT THE  
INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID  
WATSON ROAD AND THE WEST LINE OF GOVERNMENT  
LOT 3, SECTION 13, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST.  
JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°50'09" WEST,  
180.48' (BEING 180.48' OF SAID WATSON ROAD,  
CONTINUE SOUTH 89°50'09" WEST 116.89' OF BEGINNING, THENCE  
00°23'54" WEST, 330.00'; THENCE SOUTH 89°50'09" WEST  
374.00'; THENCE NORTH 00°23'54" WEST, 289.94'; THENCE NORTH  
89°49'32" EAST, 621.85'; THENCE SOUTH 01°16'25" EAST, 258.17';  
THENCE SOUTH 89°50'09" WEST, 184.80'; THENCE SOUTH 00°23'54"  
EAST, 371.93' TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 5.0 ACRES, MORE OR LESS

- LEGEND**
- - DENOTES SET 4"x4" CONCRETE MONUMENT  
STAMPED P.R.M. L.S. 4890
  - - DENOTES FOUND 4"x4" CONCRETE MONUMENT  
NO I.D., UNLESS NOTED
  - - DENOTES SET NAIL & DISC, P.C.P.,  
STAMPED L.S. 4890
  - F.P.M. - DENOTES FLORIDA POWER & LIGHT  
P.M.M. - DENOTES PERMANENT REFERENCE MONUMENT  
P.C.P. - DENOTES PERMANENT CONTROL POINT  
P.C. - DENOTES POINT OF CURVATURE  
P.I. - DENOTES POINT OF INTERSECTION  
P.L. - DENOTES POINT OF TANGENCY  
C.I. - DENOTES TABULATED CURVE TABLE  
L.I. - DENOTES TABULATED LINE TABLE  
SEC. - DENOTES SECTION  
D.R. - DENOTES OFFICIAL RECORDS  
G.L. - DENOTES GOVERNMENT LOT



**GENERAL NOTES:**

NORTH IS ASSUMED BASED ON R.A.V. OF WATSON ROAD,  
LINE BEARS SOUTH 89°50'09" WEST.  
LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS  
DESIGNATED NR (NOT RADIAL).  
CURRENT LAW PROVIDES THAT NO CONSTRUCTION,  
FILING, REMOVAL OF EARTH, CUTTING OF TREES OR  
OTHER PLANTS SHALL TAKE PLACE WATER WARD OF THE  
JURISDICTIONAL WETLAND LINE AS DEPICTED ON THIS PLAT  
WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND  
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND  
NATURAL RESOURCES. THE RESPONSIBILITY OF THE LOT OWNER,  
HIS AGENT AND HIS ESTATE FOR OBTAINING ANY NECESSARY  
WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK,  
THIS WETLAND JURISDICTIONAL LINE MAY BE REVISITED  
AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE  
GOVERNMENTAL AGENCIES.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE  
OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN  
AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY  
BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT  
ARE NOT RECORDED ON THIS PLAT THAT MAY BE  
FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THE TABULATED CURVE AND LINE TABLES SHOWN ON EACH SHEET  
IS APPLICABLE ONLY TO THE CURVES AND LINES THAT APPEAR  
ON THAT SHEET.

A NON-EXCLUSIVE 5 & 10 FOOT F.P.L. EASEMENT ADJACENT  
TO ALL STREET RIGHT-OF-WAYS IS RESERVED ACROSS THE FRONT  
OF ALL LOTS HEREON, TO THE EXTENT ALLOWED BY LAW  
FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND  
OPERATION OF FLORIDA POWER & LIGHT EASEMENTS, AND  
UNLESS OTHERWISE NOTED.

DRAINAGE EASEMENTS ARE AS SHOWN.  
TRACT 7A IS A NONRESIDENTIAL TRACT RESERVED  
FOR DRAINAGE AND UTILITIES.

ALL EASEMENTS DESCRIBED ABOVE OR SHOWN ON THIS PLAT  
ARE NON-EXCLUSIVE, UNLESS OTHERWISE NOTED.  
NATURAL LANDSCAPE BUFFERS ARE TO REMAIN  
NATURAL, VEGETATIVE AND UNDISTURBED.

**STATE PLANE COORDINATE DATA**

THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPING PURPOSES.  
THESE COORDINATES ARE NOT TO BE USED FOR ANY OTHER PURPOSES,  
AS PROVIDED TO ST. JOHNS COUNTY, FLORIDA, BEARINGS AS SHOWN, ARE  
INDEPENDENT OF STATED COORDINATES.

COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/90 - STATE PLANE

POINT	NORTHING	EASTING	DESCRIPTION
1	189006.47	500553.44	P.M.M. - NORTHWEST CORNER LOT 8
2	189006.69	501173.49	P.M.M. - NORTHEAST CORNER LOT 3

MAP BOOK 471, PAGE 418  
SHEET 2 OF 3  
PREPARED BY: BRANDT WILSON & ASSOCIATES  
REGISTERED LAND SURVEYOR  
8811 E. 1-4 South, St. Augustine, FL 32086  
1-(904)717-7025

Requested By: c.herzog, Printed: 8/7/2017 12:39 PM

Exhibit "B"

0R2081PG1150

**ARTICLES OF INCORPORATION  
OF  
BELLES CHASE OWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT-FOR-PROFIT**

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation.

**ARTICLE I.  
NAME**

The name of this corporation shall be BELLES CHASE OWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association").

**ARTICLE II.  
PURPOSE**

The purposes and object of the Association shall be to administer the operation and management of Belles Chase, a residential community (hereinafter "the Community") to be established by Matthew C. Braly and Laura M. Braly (collectively, the "Developer") in accordance with Chapter 720, Florida Statutes, upon that certain real property in St. Johns County, Florida, as described on **Exhibit "A"** attached to the Declaration of Covenants and Restrictions of Belles Chase, and incorporated herein by reference.

The Association shall undertake and perform all acts and duties incident to the operation and management of the Community in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration of Covenants (the "Declaration") which will be recorded in the public records of St. Johns County, Florida, and Chapter 720.

**ARTICLE III.  
POWERS**

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and under Chapter 720, and the Declaration of Covenants.

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

1. Make and establish reasonable rules and regulations governing the use of the Lots, Common Elements, and Limited Common Elements, if any, of the Community, as such terms will be defined in the Declaration.

2. Own, operate, lease, sell, manage, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Community.
3. To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all members.
4. Levy and collect assessments against members of the Association to defray the Common Expenses of the Community, as will be provided in the Declaration and the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Community Property, as such term is defined in the Declaration, including Lots, which may be necessary or convenient in the operation and management of the Community and in accomplishing the purposes set forth in the Declaration.
5. Maintain, repair, replace, operate and manage the Community Property, and any property owned by the Association, including the right to reconstruct improvements after casualty and to further improve and add to the Community Property and other property owned by the Association.
6. Operate maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 40-109-81737-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.
7. Levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of the surface water or stormwater management system(s).
8. Maintain and repair the surface water or management system(s) including, but not limited to, work within retention areas, drainage structures and drainage easements.
9. Contract for the management of the Community and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and Chapter 720.

10. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all Rules and Regulations governing the Community which may hereafter be established.

#### ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows:

A. The owners of all Lots in the Community shall be members of the Association, and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Community. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in such Lot.

C. Transfer of membership shall be recognized by the Association upon its being provided with a copy of the recorded warranty deed for the Lot.

D. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the Bylaws or the Declaration.

E. Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, Chapter 720 and the Bylaws hereof.

#### ARTICLE V. VOTING

A. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot in the Community. Such vote may be exercised or cast by the owner or owners of each Lot in such manner as may be provided in the Bylaws of this Association. Should any Member own more than one Lot, such Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the Bylaws.

B. Until such time as the first property is submitted to the Declaration by recordation of Declaration therefor in the public records of St. Johns County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

**ARTICLE VI.**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VII.**  
**OFFICE**

The principal office of the Association shall be 18 A Street, St. Augustine, Florida 32080, or such other place as the Board of Directors may designate.

**ARTICLE VIII.**  
**BOARD OF DIRECTORS**

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members of the first Board of Directors shall be three.

B. Subject to the Declaration, the Board of Directors shall be elected by the members of the Association from among the membership at the annual membership meeting as provided in the Bylaws; provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:

1. When Lot owners other than the Developer own fifteen percent (15%) or more of the Lots in the Community that will be operated ultimately by the Association, the Lot owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.
2. Lot owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors upon the first to occur of the following:
  - (a) Three years after fifty percent of all of the Lots in the Community have been conveyed to purchasers;
  - (b) Three (3) months after ninety percent (90%) of all of the Lots in the Community have been conveyed to purchasers;
  - (c) When all the Lots in the Community that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

- (d) When some of the Lots have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or
  - (e) Seven (7) years after recordation of the Declaration.
3. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one (1) of the Lots in the Community.
  4. The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
Matthew C. Braly	18 A Street St. Augustine, , FL 32280
Laura M. Braly	18 A Street St. Augustine, FL 32280
Isabelle P. Braly	18 A Street St. Augustine, FL 32280

#### **ARTICLE IX. OFFICERS**

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

B. Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Community and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

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-5-

<u>Officer</u>	<u>Name</u>
President	Matthew C. Braly 18 A Street St. Augustine, FL 32280
Vice President	Laura M. Braly 18 A Street St. Augustine, FL 32280
Secretary/Treasurer	Isabelle P. Braly 18 A Street St. Augustine, FL 32280

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

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

## **ARTICLE X.**

### **AMENDMENT TO ARTICLES**

A. For so long as the Developer is entitled to elect a majority of the members of the Board of Directors, the Articles can be amended upon adoption of a resolution by a majority of the members of the Board of Directors at a meeting of the Board of Directors.

B. After the Lot owners are entitled to elect a majority of the members of the Board of Directors, an amendment to the Articles shall be proposed by the Board of Directors after adopting a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members entitled to vote on the proposed amendment, which may be either an annual or a special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment shall be given to each member entitled to vote at such meeting in accordance with the bylaws. The proposed amendment shall be adopted upon receiving at least sixty-six and two-thirds percent (66 2/3%) of the votes which members present at such meeting or represented by proxy are entitled to cast; or

If there are no members or if members are not entitled to vote on proposed amendments to the articles of incorporation, an amendment may be adopted at a meeting of the Board of Directors by a majority vote of the directors then in office.



C. Any number of amendments may be submitted and voted upon at any one meeting.

### ARTICLE XI. DISSOLUTION

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(s) 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.

### ARTICLE XII BYLAWS

A. The Board of Directors shall adopt by a majority vote the original Bylaws of the Association which shall be subject to amendment in accordance with the procedures set forth in the Bylaws.

IN WITNESS WHEREOF, I, the authorized representative, have hereunto set my hand and seal this 3rd day of November, 2003, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

INCORPORATOR

Matthew C. Braly  
Matthew C. Braly

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Articles of Incorporation were acknowledged before me this 3rd day of November, 2003, Matthew C. Braly, as the Incorporator of Belles Chase Owners Association, Inc., and who is personally known to me.



Susan S. Bloodworth  
MY COMMISSION # DD132984 EXPIRES  
September 13, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

Susan S. Bloodworth  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

That BELLES CHASE OWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at 2030 Beach Avenue, State of Florida, has named Susan S. Bloodworth, Esquire, located at 170 Malaga Street, Suite A, St. Augustine, County of St. Johns, State of Florida 32080, as its agent to accept service of process within this state.

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



SUSAN S. BLOODWORTH, ESQUIRE

170 Malaga Street, Ste. A

St. Augustine, FL 32084

Exhibit "A"

A PARCEL OF LAND LYING IN  
GOVERNMENT LOT 4, SECTION 13,  
TOWNSHIP 8 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

BEING MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, LYING NORTH OF WATSON ROAD EXTENSION, A 60' EASEMENT FOR INGRESS & EGRESS AS PER O.R. 773, PAGE 635 & 639, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND SAID PARCEL BEING MORE FULLY DESCRIBED AS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID WATSON ROAD EXTENSION AND THE WEST LINE OF GOVERNMENT LOT 5, SECTION 13, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°50'09" WEST, ALONG THE NORTH LINE OF SAID WATSON ROAD EXTENSION, 190.49' (DEED - 190.43') TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°50'09" WEST, 116.99'; THENCE NORTH 00°23'54" WEST, 330.00'; THENCE SOUTH 89°50'09" WEST, 324.00'; THENCE NORTH 00°23'54" WEST, 299.94'; THENCE NORTH 89°49'32" EAST, 621.85'; THENCE SOUTH 01°16'25" EAST, 258.17'; THENCE SOUTH 89°50'09" WEST, 184.80'; THENCE SOUTH 00°23'54" EAST, 371.93' TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 5.0 ACRES, MORE OR LESS

**BYLAWS  
OF BELLES CHASE OWNERS ASSOCIATION, INC.,  
a Florida Corporation Not-For-Profit**

**1. IDENTITY.**

1.1 **Applicability.** These are the Bylaws of **BELLES CHASE OWNERS ASSOCIATION, INC.** (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapter 617 and 720, Florida Statutes, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of Belles Chase to be established in accordance with Chapter 720, Florida Statutes ("Act"), upon certain real property in St. Johns County, Florida, as set forth in the Articles of Incorporation of the Association. The provisions of these Bylaws are applicable to the Community and are subject to the provisions of the Articles. All members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of Lots in the Community and other persons using the Community or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

1.2 **Office.** The initial office of the Association shall be at 18 A Beach Street, St. Augustine, Florida 32280, or at such other place as may be established by resolution of the Board of Directors.

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

1.4 **Seal.** The seal of the Association shall bear the name of Belles Chase Owners Association, Inc., the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

**2. MEMBERSHIP, VOTING, QUORUM, PROXIES.**

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

2.2 **Quorum.** A quorum at meetings of Members shall consist of persons, either in person or by proxy, entitled to cast one-third (1/3) of the votes of the membership entitled to vote upon any matter or matters arising at said meeting.

2.3 **Voting.**

(a) Each Lot shall be assigned the right to cast one vote at any meeting of Members.

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

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

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

2.5 **Proxies.** Except as specifically otherwise provided herein or in the Act, Lot owners may not vote by general proxy, but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves, for votes taken to waive financial requirements, for votes taken to amend the declaration, for votes taken to amend the articles of incorporation or bylaws; and for any other matter for which the Act requires or permits a vote of the Lot owners. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Lot owners may vote in person at Lot owner meetings.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Lot owner executing it.

### 3. **MEMBERS' MEETINGS.**

3.1 **Annual Meeting.** The annual meeting of the Members shall be held at the office of the Association or such other place in St. Johns County, and at such time as may be specified in the notice of the meeting, on the first (1st) Wednesday in December of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Saturday, or such day as the Directors shall determine and include in the notice of meeting.

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

3.3 **Notice of Meetings.**

(a) **Generally.** Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall include an agenda and shall be mailed or delivered to each Lot owner at least 14 days prior to the meeting. The Notice shall be posted at a conspicuous place on the Community property at least 14 continuous days preceding the meeting, except in the case of an emergency. Upon notice to the Lot owners, the Board shall by duly adopted rule designate a specific location on the Community property upon which all notices of Lot owner meetings shall be posted. Unless a Lot owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Lot owner. Where a Lot is owned by more than one person, the Association shall provide notice, for meetings and all other purposes requiring mailed notice, to that one address which the developer initially identifies for that purpose and thereafter as one or more of the owners of the Lot shall so advise the Association in writing, or if no address is given or the owners of the Lot do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each Lot owner at the address last furnished to the Association.

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

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

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

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

3.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by Directors, Lot owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

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

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

#### 4. BOARD OF DIRECTORS.

4.1 First Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. The first Directors shall consist of three (3) persons as designated in the Articles of Incorporation. Matthew C. Braly and Laura M. Braly, collectively, "Developer," reserves the right to appoint Directors to the Board as specified in Articles.

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

(a) Commencing with the election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the Members of the Board which it shall be entitled to appoint in accordance with the Articles and these

Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) For so long as the Developer shall retain the right to appoint at least one member of the Board of Directors, all Members of the Board of Directors whom Developer shall not be entitled to appoint under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following appointment of the Members of the Board whom Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have lost or relinquished the right to appoint at least one Director, the Members shall elect three (3) Directors, by a plurality of the votes cast at the annual meeting of the general membership.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, as set forth in 4.2(e) below, except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

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

(e) After Lot owners other than the Developer are entitled to elect a Member or Members of the Board of Directors of the Association, the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each Lot owner entitled to vote, a first notice of the date of the election. Any Lot owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Upon request of a candidate, the Association shall include an information sheet, no larger than eight and one-half (8 ½) inches by eleven (11) inches, furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association, however, the Association shall have no liability for the contents of such information sheets prepared by the candidates. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. No Lot owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Lot owner who needs assistance in casting the ballot for the reasons stated in Florida Statutes, Section 101.051 may obtain assistance in casting the ballot. Any Lot owner violating this provision may be fined by the Association. The regular election shall occur on the date of the annual meeting.



Notwithstanding the above provision, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than there are vacancies on the Board.

(f) Until such time as the Members are entitled to elect all of the Directors, each Director shall serve for one year until the next annual meeting or such other time as his successor is elected. At the first annual meeting at which the Lot Owners are entitled to elect all of the Members of the Board of Directors, one directorship shall be designated as a two-year term director and the other two shall be for one-year terms. At the next succeeding annual meeting, one of such one-year term directorships shall be, from that point on, designated as a two-year term directorship. The intent hereof is to stagger the terms of the directorships so that there shall be only two directors elected each year with one member of the old Board continuing on the new Board. Therefore, there shall be two directorships of two year terms being up for election in different years, and the third directorship shall always remain a one-year term directorship.

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

**4.3 Organizational Board Meeting.** The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Community property at least forty-eight (48) continuous hours preceding the meeting except in an emergency.

**4.4 Board Meetings in General.** Meetings of the Board of Directors and any committee thereof at which a quorum of the Members of that committee are present shall be open to all Members. Notice of meetings shall be posted conspicuously in the Community at least forty-eight (48) continuous hours in advance for the attention of Lot owners, and shall include an identification of agenda items, except in an emergency. Any item not included on the Notice may be taken up on an emergency basis by at least a majority plus one of the Members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Any Lot owner may tape record of videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The Association may adopt reasonable rules governing the frequency, duration and manner of Lot owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items. Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Lot use, will be proposed, discussed or approved shall be mailed or delivered to the Lot owners and posted conspicuously on the

Community property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Notice of any meeting where assessments against Lot owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 **Regular Board Meeting.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

4.6 **Special Meetings.** Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of any meeting where assessments against Lot owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

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

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

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

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

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

4.12 **Powers and Duties.** All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect assessments, including without limitation assessments for reserves and for betterments to the Community and/or Association property, against Members and Members' Lots to defray the costs of the Community and the property owned by the Association and use the proceeds of assessments in the exercise of the powers and duties of the Association;

(b) Maintain, repair, replace, operate and manage the Community Property wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(c) Repair and reconstruct improvements after casualty;

(d) Make and amend regulations governing the use of the property, real and personal, in the Condominium, and such property owned by the Association provided, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration, and to impose fines for violations of such rules and regulations;

(e) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Association property and Lots, of and in the Community, as may be necessary or convenient in the operation and management of the Community, and in accomplishing the purposes set forth in the Declaration;

(f) Contract for the management and maintenance of the Community property and/or Association property and to authorize a management agent to assist the Association in carrying out its powers and duties, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements and property owned by the Association with funds as shall be made available by the Association for such purposes. Any such contract shall be terminable for cause upon the giving of thirty (30) days prior written notice, and shall be for a term of from one (1) to three (3) years. Any such contract shall be renewable by consent of the Association and the management. If such contract is negotiated by the Developer, the term of such contract shall not exceed one (1) year. The Association and its officers shall, however, retain at all times the powers and duties granted by the Community documents and the Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(g) Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of property of and in the Community hereafter adopted;

(h) Pay all taxes and assessments which are liens against any part of the Community other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

(i) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(j) Pay all costs of power, water, sewer and other utility services rendered to the Community and/or to the Association and not billed to the owners of the separate Lots;

(k) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

## 5. OFFICERS.

5.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

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

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

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

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

5.6 **Compensation.** No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, for the management of the Community for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for the purpose of making available to the owners of Lots such services as are contemplated by the provisions of Article as is of these Bylaws. It is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also Members of the first Board of Directors of the Association.

## 6. **FISCAL MANAGEMENT.**

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

6.1 **Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with standard accounting procedures and the Act. Written summaries shall be supplied at least annually to Members. Such records shall include, but not be limited to:

- (a) A record of all receipts and expenditures.
- (b) An account for each Lot which shall designate the name and address of the Lot owner, the amount of each assessment, dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

6.2 **Inspection of Books.** Financial reports and the membership records shall be maintained in the office of the Association and shall be available to Members for inspection during normal business hours. The Association shall issue an annual financial report to Lot owners.

6.3 **Annual Budget.** The Board shall adopt, for, and in advance of, each fiscal year, a detailed budget showing the estimated cost of performing all of the functions of the Association for the year showing amounts budgeted by accounts and expense classification. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the common expenses, the cost of operating and maintaining the Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Lots, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget

shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Lot and due date(s) and amounts of installments thereof.

In addition to annual operating expenses, the budget shall include reserve accounts, if any, for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, if applicable, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement costs exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the remaining useful life of a reserve item caused by deferred maintenance. This subsection does not apply to budgets in which the Members of an association have, by a vote of the majority of the Members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection. However, prior to turnover of control of the association by Developer to Lot owners other than Developer pursuant to the Act, Developer may vote to waive the reserves for the first two fiscal years of the operation of the Association, beginning with the fiscal year in which the initial Declaration is recorded, after which time reserves may only be waived or reduced upon the vote of a majority of nondeveloper voting interests present at a duly called meeting of the Association. If a meeting of the Lot owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. Prior to turnover of control of the Association by Developer to Lot owners other than Developer pursuant to the Act, the developer-controlled association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association.

Copies of the proposed budget and proposed assessments shall be transmitted to each Member at least fourteen (14) days prior to the meeting of the Board of Directors at which the budgets will be considered, together with a notice of the time and place of said meeting, which shall be open to Lot owners. Evidence of compliance with this 14-day notice must be made by an affidavit executed by an officer of the association or a manager or other person providing notice of the meeting and filed among the official records of the association. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.4 **Amount of Budget.** If a budget is adopted by the Board which requires assessment of the Lot owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Lot owners, a special meeting of the Lot owners shall be held upon not less than ten (10) days written notice to each Lot owner, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Lot owners may consider only and enact only a revision of the budget, or recall any and all Members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the votes of all Lot owners. The Board may, in any event, first propose a budget to the Lot owners at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the votes of all Lot owners either at such meeting or by writing, such budget shall not thereafter be reexamined by the Lot owners in the manner herein above set forth. If a meeting of the Lot owners has been called and a quorum is not attained or a substitute budget is not adopted by the Lot owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Community or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation assessments for betterments to the Community or Association property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of a majority of the votes of all Lot owners.

6.5 **Notice of Adopted Budgets.** Upon adoption of budgets, the Board shall cause written copies thereof to be delivered to all Lot owners. Assessments shall be made against Lot owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

6.6 **Assessments.** Unless otherwise determined by the Board of Directors, assessments shall be payable monthly on the first day of each calendar month. Assessments shall be made not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal year;

provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.7 **Special Assessments.** Special assessments, other than special assessments to meet shortages or emergencies, shall be approved by the Members at a duly convened meeting and shall be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments to meet shortages or emergencies can be adopted by the Board of Directors and written notice thereof given to the member or Members affected thereby. Special assessments can be of two kinds: (i) those chargeable to all Members of the Community in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements (including fixtures and personal property related thereto); and (ii) and for such other purposes as shall have been approved by the Members at a duly convened meeting.

6.8 **The Depository.** The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized by the directors, provided that any management agreement may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

6.9 **Audit.** An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors.

6.10 **Fidelity Bonds.** The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary, and treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

6.11 **Transfer Fees.** No charge shall be made by the Association or any body thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a Lot.

## 7. **PARLIAMENTARY RULES.**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

## 8. **AMENDMENTS TO BYLAWS.**

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

8.1 **Proposal.** Amendments to these Bylaws may be proposed by the Board, acting upon a vote of a majority of the Directors, or by Members owning a majority of the Lots in the Community, whether meeting as Members or by instrument in writing signed by them.



8.2 **Notice.** Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

8.3 **Content of Amendment.** No ByLaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw . . . for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

8.4 **Voting.** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the votes present at a regular or special meeting at which a quorum is present. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of St. Johns County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

8.5 **Written Vote.** At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

8.6 **Developer's Reservation.** Notwithstanding the foregoing provisions of this Article 8, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate Members of the Board of Directors of the Association, as provided in Article 4 hereof, or any other right of the Developer provided herein or in the Articles of Declaration, may be adopted or become effective without the prior written consent of Developer.

8.7 **Proviso.** Provided, however, that no amendment shall discriminate against any Lot owner nor against any Lot or class or group of Lots unless the Lot owners so affected shall consent. No amendment shall be made that is in conflict with the Act, the Declaration, or the Articles of Incorporation.

8.8 **Proviso.** Anything herein to the contrary notwithstanding, until the first regular election of Directors by the membership, and so long as the Developer shall have the right to fill

vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Lot owners nor any approval thereof need be had.

8.9 **Arbitration.** In the event of internal disputes arising from the operation of the Community among Lot owners, associations, and their agents and assigns, the parties must comply with the provisions of the Act.

8.10 **Proviso.** In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import.

## 9. **RECALL OF BOARD MEMBERS.**

Subject to the provisions of Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Lot owners to recall a Member or Members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting in the same manner as required for a meeting of Lot owners, and the notice shall state the purpose of the meeting.

9.1 If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the Lot owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in subparagraph 3.

9.2 If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. At the meeting, the board shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or proceed as described in subparagraph 3.

9.3 If the board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the Lot owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the board any and all records and property of the association.

9.4 If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the division, which rules need not be consistent with this subsection. The rules must provide procedures governing the conduct of the recall election as well as the operation of the association during the period after a recall but prior to the recall election.

**10. CERTIFICATE OF COMPLIANCE.**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Lots to the applicable fire and life safety code.

**11. POWER TO CONVEY COMMON ELEMENTS.**

11.1 The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

11.2 In any case where the bylaws are silent as to the association's power to convey common elements as described in subparagraph 11.1, the bylaws shall be deemed to include the provision described in subparagraph 11.1.

The foregoing were adopted as the Bylaws of BELLES CHASE OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 4<sup>th</sup> day of November, 2003.

Isabell P. Brady  
Secretary

APPROVED:

Matthew C. Brady  
President