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DOCUMENTS

of the

Lake Sienna Homeowners' Association

Including All Revisions As Of October 1, 1999

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE SIENNA

THIS DECLARATION, made as of the date hereinafter set forth, by EDWARD FARLEY, as General Partner of LAKE SIENNA LIMITED PARTNERSHIP, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property, situated, lying and being, in St. Johns County, Florida; and

WHEREAS, the following described real property is not subject to any covenants or restrictions of record; and

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter.

WHEREAS, Declarant deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all the common property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

Now, **THEREFORE**, Declarant hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

Parcel One (1): 9 All of the North East ¼ of the North East ¼ Lying East of the Right of Way of Old Beach Road (Except the North 992.4 Feet & the South 50 Feet), as Recorded at Book 1076, Page 1821 of the Official Records of St. Johns County; AND
Parcel Two (2): 8 The South 420 Feet of the North 992.4 Feet of the North East ¼ of the North East ¼ Lying East of the Right of Way of Old Beach Road, as Recorded at Book 1076, Page 1821 of the Official Records of St. Johns County.

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with said real property and binding on all parties having any right, title or interest in the real property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Lake Sienna Homeowners' Association, Inc., its

successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.5 "Common Property" shall mean and refer to those tracts of land deeded to the Association for the common use and enjoyment of the owners and their guests and invitees and all improvements constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.6 "Declarant" shall mean and refer to EDWARD FARLEY, as General Partner of LAKE SIENNA LIMITED PARTNERSHIP, or his successor(s), provided such successors acquire more than one undeveloped lot from Declarant for the purpose of development.

1.7 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.8 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.9 "Property" shall mean and refer to that certain real property' described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any

Assessment against his Lot remains unpaid, and for a period, not to exceed 60 days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property

(f) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owner's rights therein.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

Section 3. Owner's Common Road Easements. It is specifically acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television in the road right of way and right to grant further easements over the Common Roads. Each Owner of a lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail Carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Declarant and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner (or) mortgaged in favor of such Mortgagee. The Declarant and the Association shall have:

(a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads,

(b) the right, but no obligations, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gatehouses and gate systems, if the Declarant or Association so elects. The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents,

(c) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads, and

(d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

Section 4. Conveyance of Common Property. The Declarant shall convey the following described Common Property (including the Common Road(s)) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved, at such time as the Declarant determines, but in all events prior to the termination of the existence of Declarant. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, except that same may be pledged as collateral solely for the purpose of securing financing to accomplish the planned improvements to the Common Property, and except that the Declarant may reserve certain rights to itself for use of the Common Property and/or Common Roads which are not adverse to the Owners. The portions of the Common Property to be conveyed by Declarant to the Association are as follows:

Tract "A": Which is a 2.75 acre fresh water lake located at the northeast corner of Old Beach Road and 16th Street, and further described in the plat of Lake Sienna as recorded in the Public Records of St. Johns County, Florida.

Tract "B": Which is that certain tract of land lying East of Lot 5, South of Lot 6, and West of Lots 11 and 12 as per plat of Lake Sienna as recorded in the Public Records of St. Johns County, Florida.

That certain private roadway known as Kings Quarry Lane, running North from its intersection with the northern right-of-way of 16th Street, then approximately North, then West, then South, and then West again, to its intersection with the Eastern right-of-way of Old Beach Road, together with all of its right-of-way and improvements, including, but not limited to, gates, curbs, lighting, fire hydrants, and surface materials, as per plat of Lake Sienna as recorded in the Public Records of St. Johns County, Florida.

That certain sewage lift station located to the North of Kings Quarry Lane, East of Lot 1, Block 3, as per plat of Lake Sienna as recorded in the Public Records of St. Johns County, Florida.

ARTICLE III
ARCHITECTURAL CONTROL

3.1 No buildings or structures, including docks and bulkheads, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change be made until all construction and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30)

days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

At such time as the Declarant ceases to exist as a member of the Association, the members of the Architectural Control Committee shall be appointed by the board of Directors of the Association.

3.2 The Architectural Control Committee (hereinafter "ARC") shall have the following powers and duties:

(1) To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

(2) To require submission to the ARC of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the ARC by the Declarant, any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Member determination by the ARC shall be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed improvement might meet individual criteria delineated in this Article and the Architectural Planning criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one proposed Improvement shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

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

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Association, Declarant and all

other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

(7)The ARC is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

ARTICLE IV
USE RESTRICTIONS

4.1 No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1600 square feet of heated and cooled living area. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1600 square feet of living area and not considered a part thereof. No business or commercial buildings or equipment may be erected or kept on any lot.

4.2 No structures shall be erected less than twenty-five (25) feet from the front lot line, twenty-five (25) feet from the rear lot line, fifteen (15) feet from a side street or less than ten (10) feet from the boundary of any other lot of different ownership.

4.3 No fence shall be permitted upon any lot.

4.4 No wheeled vehicles of any kind, boats or campers may be kept or parked on any lot or driveway unless same are completely inside a garage, provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a lot. Other vehicles may be parked in said driveways or parking areas during necessary times solely for pick-up and delivery purposes.

4.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the property other than on the lot of the owner of such pets, unless confined to a leash.

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction Number 10 hereof.

4.7 No clotheslines are to be installed on any lot.

4.8 No lot or lots shall be re-subdivided.

4.9 No motorized boats or wave riding vehicles will be allowed on Lake Sienna.

4.10 No immoral, unlawful, noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

4.11 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence either temporarily or permanently and no boat moored to a dock within the property may be used as a permanent residence.

4.12 No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds, landscaping and lots, whether cleared or uncleared shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner. In the event that any Owner fails or refuses to keep his Lot free of debris or unsightly growth or objects, the Association may, upon fifteen (15) days' notice to the owner, authorize its agent to enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry shall not be deemed a trespass. If the cost of such maintenance is not paid within thirty (30) days from the date the Association delivered a bill for the maintenance to the Owner, such cost, together with interest, costs and attorney's fees at all stages of the proceedings, it shall become a continuing lien against the Lot. The Association may bring an action at law against the Owner to recover these costs or it may foreclose the lien in accordance with the procedure set forth in paragraph 6.6 of this Declaration.

4.13 No sign of any kind shall be displayed on any lot except the owner's name and number of residence.

4.14 No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Control committee.

4.15 All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No tree of a height and diameter in excess of four (4') feet may be removed from a lot without the approval of the Architectural Control Committee.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a lot, including Declarant shall be a member of the Lake Sienna Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENT

6.1 Declarant hereby covenants for each lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the property

and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

6.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the property, and for the improvement and maintenance of all common roads, common property, landscaped areas and all areas required to be maintained under St. Johns River Water Management District Permit No. _____ (pending) for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and common roads and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

6.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common property or common roads. Any such assessment must be approved by a majority of the members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

6.4 The annual assessments authorized herein shall commence on July 1, 2000. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. To assessments not paid in full within fifteen (15) days of the due date thereof shall be added a late charge of thirty dollars (\$30.00). Notwithstanding any provision to the contrary herein, Declarant, for any lots which they own, shall not be liable for assessments so long as they find any deficit in the operating expenses of the Association. Provided further, in their sole discretion, Declarant may at any time commence paying assessments as to lots owned by them and thereby automatically terminate their obligation for any deficit in the operating expenses of the Association.

6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

6.6 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law, late charges, and costs of collection thereof, including a reasonable attorney's fee at all stages of the proceedings, including trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same

have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

6.7 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII EASEMENTS

7.1 For so long as Declarant is a majority landowner of Lake Sienna property, Declarant reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and over all roads and streets shown on the plat of the property, and also, in and to, a five (5) foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE VIII GENERAL PROVISIONS

8.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

8.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.3 Any failure of the Declarant or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until Declarant ceases to hold a

majority interest, whichever is later. After that time, these covenants and restrictions may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners and recorded in the public records of St. Johns County.

8.5 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2018. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF the undersigned Declarant has affixed his hand and seal on this

1st day of October, 1999.

Edward Farley

Signed: Edward Farley
General Partner, Lake Sienna Limited Partnership

STATE OF FLORIDA }
COUNTY OF ST. JOHNS }

Sworn to and subscribed before me this 1 day of October, 1999, by Edward Farley.

Anna C. Gullett

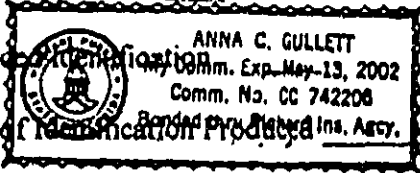
Notary Public - State of Florida
(name, typed or printed):

Personally Known

OR

Produced Pursuant to

Type of Information Produced



(Seal)

BY-LAWS
OF
LAKE SIENNA HOMEOWNERS' ASSOCIATION INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Lake Sienna Homeowners' Association Inc., hereinafter referred to as the "Association"). The principal office of the corporation shall be 1093 A1A Beach Boulevard, St. Augustine Florida 32084, but meetings of members and directors may be held at such places within the State of Florida, County of St. Johns, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the Lake Sienna Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declarations of Covenants and Restrictions of Lake Sienna, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including the Common Roads.

Section 4. "Owner" shall mean and refer to the record owners of any lot.

Section 5. "Declarant" shall mean and refer to Edward Farley, as General Partner of Lake Sienna Limited Partnership, his successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declarations of Covenants and Restrictions for Lake Sienna applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, St. Johns County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Lot" shall mean and refer to any lot shown upon any recorded subdivision plat of the properties and any subsequently recorded subdivision plat of any additional contiguous land made subject to this declaration, with the exception of the Common Property.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held on the last Saturday of October each year thereafter at the hour of 2:00 o'clock p.m. At each annual meeting the proposed budget for the coming fiscal year shall be presented to the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meetings, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person, by mailing or delivering a ballot, or by limited proxy, provided that proxies *may* not be used to elect the Board of Directors. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE.**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, consisting of no fewer than three (3) nor more than five (5) members. Each member of the Board shall be a member of the Association.

Section 2. Term of Office. At the first annual meeting and at each annual meeting thereafter, the members shall elect a director to hold office until the next succeeding annual meeting, or until Declarant's position as General Partner ceases to exist, whichever occurs earlier. At the annual meeting or following the cessation of the existence of Declarant's position as General Partner, the members shall elect five (5) directors, three (3) to serve a two-year term and two (2) to serve a one-year term. At each succeeding annual meeting, the members will elect directors to positions being vacated, for two-year terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. Association members may also nominate themselves or another member by sending a letter of intent to the Board of Directors. Such letter must be received no later than thirty (30) days before the annual meeting. Space shall be provided on the ballot for write-in votes. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations of election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members only.

Section 2. Elections. Elections to the Board of Directors shall be by secret written ballot. A ballot shall be mailed to each Association member at least twenty-five (25) days prior to the annual meeting, and the ballot may be returned by mail or presented at the annual meeting. At such elections the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS.

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be scheduled by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to :

(a) adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, and Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, and such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declarations, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance, of each annual assessment period;

(2) send written notice of each assessment to every owner subject hereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same,

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard and if required, flood insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Property and any improvements constructed thereon, to be maintained.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary/treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The Board of Directors shall elect officers at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise is qualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective,

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The office of secretary/treasurer may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The vice president shall act in place of the president in the event of his absence, inability or refusal to act,

and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer

The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws and an Architectural Control Committee at such time and in the manner specified in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the association, where copies may be purchased at a reasonable cost.

**ARTICLE XI
ASSESSMENTS**

Each year the Board of Directors shall prepare a detailed proposed annual budget for the Association, which shall be presented to the members at the annual meeting. The final annual budget shall be adopted by the Board after consideration at the annual meeting or a special meeting called for that purpose and a copy shall be sent to all members. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, as defined in the Declaration, which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred at all levels of the proceedings in bringing any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at any regular meeting of the members, or special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of members existing at the time of and present in person or by proxy, at such meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws or the Articles, the Declarations shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day a December of every year, except that the first fiscal year shall begin on the date of incorporation.

Edward Farley

Edward Farley, Association President

STATE OF FLORIDA }
COUNTY OF ST. JOHNS }

Sworn to and subscribed before me this 1 day of October, 1999, by Edward Farley.

Anna C. Gullett

Notary Public - State of Florida
(name, typed or printed):

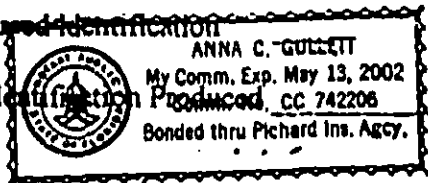
Personally Known

OR

Produced Identification

Type of Identification Produced

(Seal)



ARCHITECTURAL GUIDELINES
October 1, 1999

INTRODUCTION

A preliminary submittal of the front elevation of the proposed home should be submitted to the Architectural Review Committee prior to preparation of the working drawings. This initial step is designed to expedite the approval process and minimize the cost to the owner.

Due consideration should be given to the existing native plants shrubs and trees on lots with every effort made to save them and incorporate them into landscape plans.

ARCHITECTURAL GUIDELINES

A. DWELLING SIZE

The minimum size of the air conditioned/heated space within a dwelling exclusive of porches, patios and garages shall not be less than 1,600 square feet in area.

B. LOCATION

1. No building or portion of building shall be located on any lot less than 25' from the front lot line.
2. No building or portion of building shall be located on any lot less than 25' from the rear lot line.
3. No building or portion of building shall be located on any lot less than 10' from a side lot line.
4. Pools are subject to set backs specified above. See current St. Johns County regulations.

C. MISCELLANEOUS

1. Television antennas and satellite dishes shall not be exposed to view from an observer standing 4' above finished grade anywhere within 200' of a residential structure.
2. Through-wall or window unit air conditioners are prohibited.
3. Condensing units for air conditioners and trash collecting areas shall be screened from view of the front facade with landscape material or principal or minor wall materials to match the walls of the house.