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DECLARATION OF CONDOMINIUM
OF
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
OF VISTAS AT STONEBRIDGE VILLAGE I**

THIS DECLARATION OF CONDOMINIUM is made as of the 17th day of AUGUST, 2001 (the "Declaration") by **PULTE HOME CORPORATION**, a Michigan corporation, having a mailing address of 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands described as PHASE I land and improvements to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME AND DESCRIPTION OF CONDOMINIUM PROPERTY.

The name by which this condominium is to be identified is:

VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM (the "Condominium").

1.1 This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes, with Phase I consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A" attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase I of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "B" attached hereto. Upon completion of each building with Phase I, a surveyor's certificate will be recorded certifying that such building, including all Units and their appurtenant Common Elements are substantially complete and an amendment to the surveyor's certificate shall be recorded upon the substantial completion of the remaining buildings in the Phase.

1.2 The impact, if any, which the completion of any subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the fractional share ownership per Unit of the Common Elements and fractional share obligations of the Common Expenses and increase the Common Elements.

1.3 If Developer determines to construct the remaining phases (the "Subsequent Phases"), they must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the Declaration. All improvements in any Subsequent Phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed Subsequent Phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed Subsequent Phase shall consist of the real property legally described and the Units in the buildings and other improvements as shown on Exhibits "A-II" and "A-III" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase I is described in paragraph 1.5(a) below. The Subsequent Phases, if added, will consist of the number of Units as described in paragraph 1.5(b) below.

1.5 The number, minimum, maximum and general size of Units to be included in each phase are as follows:

(a) Phase I when constructed, shall consist of twenty four (24) Units in three (3) buildings of eight (8) Units each, more particularly described as follows:

<u>Model Name</u>	<u>Square Footage of Heated and Air Conditioned Space</u>	<u>Number of Bedrooms</u>	<u>Number of of Bedrooms</u>	<u>Number of Units in Building</u>
Sicily	1659	3	2 ½	2
Sardinia	1670	3	2 ½	4
Corsica	1538	2	2 ½	2

(b) Phases II and III if constructed, are planned to consist of five (5) buildings, with each building having eight (8) Units each; provided however, that the Developer reserves the right to construct a minimum of four (4) and a maximum of six (6) buildings in each subsequent phase with a minimum of thirty six (36) and a maximum of forty four (44) units in each of the subsequent phases. At this time the Developer intends to build the same Unit types, square footages, number of bedrooms and bathrooms in the

buildings in the Subsequent Phases, but reserves the right to modify the buildings as more full set forth below.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases II and III to allow the Developer the flexibility of varying the type and size of floor plans to be used in the buildings of Phase II and Phase III, including, but not limited to, increasing or decreasing the square footage of the Units above or below the range set forth above, and to vary the type, style, location and size of the buildings in such Subsequent Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase.

1.6 Each Unit's fractional ownership in the Common Elements shall be equal to all other Units. As each phase is added, each Unit shall own a fractional share in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Stonebridge Village Master Association, Inc. ("Master Association") and in the Vistas at Stonebridge Village Condominium Association I, Inc. ("Association").

1.8 The ownership of the Common Elements attributable to each Unit would be that Unit's fractional share ownership, as set forth in paragraph 1.6 and Exhibit B. If any phase or phases are not developed and added as part of this Condominium, said fraction shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.9 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.10 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of Phase I, nor is the Developer obligated to construct the Subsequent Phases. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land shall (i) be encumbered or in any way affected by this Declaration, or (ii) be part of the Condominium unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an amendment among the public records of the County. Subsequent

Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence. At the time of annexation of a Subsequent Phase, all improvements within a building in the Phase shall be substantially complete, upon completion of the remaining building(s), an amendment to surveyor's certificate will be recorded. The Developer shall have the right, at any time, to develop the Subsequent Phase Land as a different condominium, with different size units or density of units or with any other type of residential dwelling unit. There is no guaranty that any adjacent development will be consistent with the design of Phase I.

1.11 Time share estates shall not be a part of this Condominium.

1.12 During the construction of this Condominium and any Subsequent Phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property including the Common Elements and the Master Association Common Property (as hereinafter defined), for the construction, marketing and sale of Units.

1.13 No Subsequent Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be reasonably withheld if the Subsequent Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

2. DEFINITIONS.

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act and as follows, unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes as written as of the date of recording of this Declaration.

2.1 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., a corporation not for profit, and its successors, and as further defined in Section 718.103(2), Florida Statutes.

2.3 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.4 Common Elements shall include:

- (a) All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.
- (b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.
- (c) All Condominium Property not included in the Units.

2.5 Common Expenses shall include:

- (a) Expenses of administration and management of the Association and of the Condominium Property and Association Property.
- (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, any Limited Common Elements, and of any portions of Units to be maintained by the Association.
- (c) The costs of carrying out the powers and duties of the Association.
- (d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.
- (e) Any valid charge against the Condominium Property as a whole.
- (f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Sections 718.111 and 718.114, Florida Statutes.
- (g) Assessments charged the Association or costs incurred by the Association in the operation, management, maintenance and repair of the stormwater system as permitted by the St. Johns River Water Management District ("District"), including lakes, retention areas, water management areas, ditches, canals, culverts, structures, related appurtenances, drainage structures and drainage easements.

2.6 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.7 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.8 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, including the Subsequent Phase Land if and when it is subjected to the terms and conditions of this Declaration, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.9 Developer means Pulte Home Corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of the Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon transfer of control of the Association.

2.10 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall hold or guaranty mortgage on the Condominium Parcel, including, without limitation, the Developer, if Developer holds a mortgage on a Condominium Parcel.

2.11 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.12 Master Association means STONEBRIDGE VILLAGE MASTER ASSOCIATION, INC., a corporation not for profit, and its successors which is responsible for the operation and maintenance of the Master Association Common Property and such other duties as are from time to time designated in the Master Covenants.

2.13 Master Association Common Property means the land which is or will be improved by the Developer and is or will be subject to use rights for all owners subject to the Master Covenants as maybe supplemented from time to time, all as more fully described in the Master Covenants.

2.14 Master Covenants means the Declaration of Covenants, Conditions, Restrictions and Easement for Stonebridge and Notice of Assessments for Stonebridge Master Association, Inc., recorded in Official Records Book 10116, page 967, of the current public records of Duval County, Florida.

2.15 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.16 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.17 Stonebridge Village Community means the lands and the improvements thereon which are from time to time subjected to the Master Covenants.

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

2.19 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.20 Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of the County, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

2.21 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.22 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

Exhibits attached to this Declaration of Condominium shall include the following:

- 3.1 (a) Exhibit "A" - The legal description of the land described as Phase I and submitted by this Declaration to the condominium form of ownership and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit. Upon substantial completion of a building and its appurtenant Common Elements, a surveyor's certificate will be attached to Exhibit "A" and will be amended as each Building is substantially completed.
- (b) Exhibits "A-II" through "A-III" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phase II and Phase III, together with a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.
- 3.2 Exhibit "B" - The fractional shares of ownership schedule of the Common Elements, Common Surplus and Common Expenses.
- 3.3 Exhibit "C" - The Articles of Incorporation of the Association.
- 3.4 Exhibit "D" - The Bylaws of the Association.

4. EASEMENTS AND RESERVATIONS.

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, the Association, and the Master Association, their successors and assigns, as follows:

- 4.1 Master Association Easements. The Condominium Property shall be subject to the Landscaping, Hardscaping, Use and Maintenance Agreement recorded at Official Records Book 10116, page 1178, in the public records of Duval County, Florida.

This easement grants to the Master Association the right and obligation to maintain the land constituting the Condominium Property from the boundary up to but not including the building façade so that all grounds within the Stonebridge Village Community are maintained in a uniform manner. Each Unit Owner shall have as an appurtenance to ownership of each Unit an easement for ingress, egress and enjoyment of all Master Association Common Property all as more fully set forth in the Master Covenants.

4.2 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Directors and the affected Unit Owners. Further, it is understood and acknowledged that other properties adjacent to the Condominium may connect to the utility systems within the Condominium.

4.3 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.4 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Master Association Common Property as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

4.5 Easements and Reservations for Developer and Master Association for Ingress, Egress and Utilities. There is reserved in the Developer and the Master Association, their successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to condominium ownership hereunder for the benefit of the Developer and the Master Association, their successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit.

Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. There is reserved in the Developer and the Master Association the right of ingress and egress over all of the Condominium.

4.6 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units (including Units designated as a sales office and/or model Unit) and all recreational facilities for the marketing, sale, and advertising of all Units constructed. For so long as the Developer owns an interest in any land within the Stonebridge Village Community with the intention to sell Units, the Association and the Association's management company is prohibited from restricting access to the Stonebridge Village Community, including without limitation, this Condominium, by agents or sales prospects, including without limitation, any decision to close the limited access gate during daylight hours until all Units or Lots have been conveyed to Owners within the Stonebridge Community. This reservation is made notwithstanding the use restrictions set forth in paragraph 12, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in any land within the Stonebridge Village Community with the intention to sell Units to the public.

4.7 Easement through Interior Walls, Ceilings and Under Units. The Association and adjoining Unit Owners shall have easements in and through all interior walls, through the area between the ceiling and the roof and under the Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, ceilings or under the Units as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.8 Permits, Licenses and Easements over Common Elements. In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Elements for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.9 Easements for Benefit of Subsequent Phase Land. The Developer reserves for itself, its successors, nominees and assigns, a perpetual nonexclusive easement for the installation, maintenance, operation and connection of utilities and for stormwater drainage over and across the Condominium Property, including any Subsequent Phase Land and any land subjected from time to time to the Master Covenants for the benefit of itself, the owner of the Subsequent Phase Land and the adjacent land, their successors and assigns. The Developer further reserves the

right to terminate the rights created by this paragraph, which termination shall not require the consent of any person(s) and shall automatically be exercised at such time as Developer records a Notice of Termination regarding the rights created by this paragraph among the public records of the County. As of the date hereof, Developer is the fee simple owner of all of the Condominium. However, it is Developer's intent that the rights created by this paragraph not merge with Developer's fee simple interest in the Condominium; instead, Developer, as well as any person or persons hereafter possessing any right, title and interest in the Subsequent Phase Land or the land from time to time subjected to the Master Covenants or adjacent land, shall be entitled to exercise the rights created by this paragraph, until such rights are terminated by Developer as provided above.

4.10 Recorded Easements and Licenses. The Condominium Property shall be subject to all easements and licenses as shown on any recorded plat affecting the Condominium Property and to any other easements or licenses of record or of use as of the date of recordation of this Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium have been set forth on Exhibit "A" attached hereto. In addition, the Condominium Property is subject to all easements created or permitted by this Declaration or the Master Covenants.

5. UNIT BOUNDARIES.

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.
- (b) Lower Boundaries - The lowest surface of the unfinished floors of the Unit.

5.2 The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the Plat, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

5.3 Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes,

wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

5.4 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS.

6.1 Appurtenances. There shall pass with each Unit as appurtenances thereto the following:

(a) The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association and Master Association, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

(b) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(c) Membership of the Unit Owner in the Association and the Master Association, and the right to use and to access the Master Association Common Property as defined in the Master Covenants, subject to the rules and regulations as adopted from time to time by the Association and the Master Association.

(d) A perpetual, non-exclusive easement for ingress and egress by the Owners, their families, guests, tenants, servants, agents, invitees and lessees over streets, walks, and other rights-of-way, including the Association Property and the Master Association Common Property as defined in the Master Covenants, serving the Units of the Condominium, necessary to provide reasonable access to the public ways and for unassigned parking of permitted vehicles within the designated parking areas.

(e) An exclusive easement for the use of such Limited Common Elements as may be designated in this Declaration or in the deed conveying the Unit.

6.2 Limited Common Elements. Each Unit shall have an exclusive use right for Limited Common Elements as follows:

(a) Covered Patios and/or Balconies. The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

(c) Driveways. The driveways shall be a Limited Common Element of the Unit having direct and exclusive access thereto.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

7.1 Units:

(a) By The Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements and Limited Common Elements, except as provided in paragraph 7.1(b)(1).

(2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a)(1), (2) and (3) above.

(5) The Association shall clean the exterior windows and repair any leaks which are not accessible to the Unit Owner at least once a year.

(6) The Association shall replace garage doors from time to time as such replacement is needed. Provided that if the need for replacement is caused by the Unit Owner or his family, guests or invitees, the cost of replacement shall be paid by the Unit Owner.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including, but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, screen enclosures, if properly constructed, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Units and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

Unit Owners shall be responsible for the maintenance and repair of garage doors on a day to day basis.

(2) To promptly report to the Association or Master Association any defect or need for repairs for which the Association or Master Association is responsible.

(3) In the event a Unit Owner shall be permitted to enclose the patio or balcony attached to his Unit in a manner approved by the Association and Master Association, then, notwithstanding that the patio or balcony is considered a Limited Common Element, the Unit Owner shall nevertheless be responsible for the cost, repair, maintenance and replacement of any enclosure on the patio or balcony and also the costs incurred should the Association be required to repair the patio or balcony or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

7.2 Alteration and Improvement. (a) After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements without the prior approval of seventy-five percent (75%) of the total voting

interests of the Association. The cost of such material alteration or improvement shall be a Common Expense and so assessed. Any such material alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

(b) Subject to the restrictions set forth in Article 12, no Unit Owner shall make any addition, alternation, or improvements in or to his Unit, the Common Elements, or the Limited Common Elements, and no fence, wall, gate, enclosure, or other structure or improvement may be erected, installed, maintained, or removed on the Condominium Property or the Master Association Common Property, until the design, construction, specifications, and a plan showing the location of the structure have been approved in writing by the Board of Directors (or an architectural review committee appointed by it) as to quality, design and materials, harmony with existing structures, and location with respect to topography and finished grade elevation. Such approval of the Board of Directors (or its designee) shall not be required in the event that the Board of Directors (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same together with all the information required by the Association in order to make its determination. In addition, any such alteration, addition, or improvement which is visible from the exterior of the Condominium Parcel shall be subject to the approval of the Architectural Control Committee of the Master Association ("Master Association ACC") as provided in the Master Covenants. Any Unit Owner desiring to make such addition, alternation or improvement shall submit duplicate copies of the plans and specifications to the Association and, if applicable, to the Master Association ACC. The Master Association ACC shall have sixty (60) days to review such plans and specifications. In the event of a conflict between the Association and the Master Association ACC, the decision of the Master Association ACC shall prevail. Nothing contained in this Section shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. In no event shall a Unit Owner make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the Condominium building containing his Unit, or impair any easement.

A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Master Association ACC, Master Association, and any manager of the Condominium, together with all their officers, directors, partners, and all other Unit Owners, harmless from any

liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof, as may be required by the Association. The provisions of this Article shall not apply to the Developer.

7.3 Hurricane Shutters. The Board of Directors may, from time to time, establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass or indoor window film. Subject to the provisions hereof, the Association shall approve the installation or replacement of hurricane shutters or laminated glass and/or window film as applicable, conforming with the Board's specifications. The Board may, with the approval of the majority voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may (without regard to approval of the membership) maintain, repair or replace such approved shutters or glass whether on or within Common Elements, Limited Common Elements, or Units; provided, however, that if laminated glass and/or window film in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection is installed, the Board will not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall remain open unless and until a storm or a storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare a Unit prior to departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the names of such firm or individual.

8. ASSOCIATION ASSESSMENTS AND COMMON EXPENSES.

8.1 Common Expenses. The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. The annual Assessment for each Unit shall commence when such Unit is made subject to the terms and conditions of this Declaration and shall initially be payable monthly in advance; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective fractional shares for the following purposes: (i) if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer (see paragraph 8.6 hereof); (ii) for the costs incurred by the Association for specific purposes of a nonrecurring nature which are not capital improvements; or (iii) costs incurred by the Association for the acquisition,

installation, construction or replacement of any capital improvements located or to be located within the Common Elements. Unless waived pursuant to Section 718.112(2)(f), Florida Statutes, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment. In addition to the reserves which may be required to be maintained by the Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

8.2 Liability for Assessments. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments while he is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of Institutional Mortgagees acquiring title through foreclosure or deed in lieu of foreclosure shall be limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, Association Property, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. The Association may charge an administrative late fee, in addition to interest, on any late Assessment payments not to exceed the maximum amount permitted under the Condominium Act. No Institutional Mortgagee is required to collect Assessments. Failure to pay Assessments shall not be deemed a default under any mortgage, except as provided in the mortgage instrument.

Any unpaid share of Common Expenses or Assessments for which an Institutional Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including the acquirer of the Condominium Parcel, his successors and assigns. An Institutional Mortgagee may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the right or responsibilities of Institutional Mortgagees as set forth in the Condominium Act.

8.3 Assessments. The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of five percent (5%) of the sum due but, not to exceed \$25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the public records of the county where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by said lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

8.4 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.5 Subordination of Lien. The lien for Assessments or other charges that the Association has on a Unit is subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due.

8.6 Developer's Responsibility for Assessments. The Developer guarantees that the assessment for Common Expenses for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of \$60.00 per month and \$720.00 per year beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of

the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period; provided however, the Developer shall pay any amount of Common Expenses which are not produced by the Assessments paid by the Unit Owners, other than the Developer, at the guaranteed amount. Provided also, so long as the Association had maintained all insurance coverages required by Section 718.111(11) (a) Florida Statutes, the Common Expenses incurred during the foregoing period resulting from a natural disaster or an Act of God, which are not covered by insurance proceeds from insurance maintained by the Association may be assessed against all Unit Owners owning Units in accordance with their share of Common Expenses on the date of such natural disaster or Act of God, including the Developer. Developer reserves the right, but not the obligation, to extend the period of its guaranty for two (2) additional years.

The Developer will vote not to levy or fund reserves for one year from the date of closing on the first Unit or when the Developer no longer controls the Board of Directors, whichever first occurs. The Developer shall reserve the right, but not the obligation, to vote to waive the reserves for a second year pursuant to the provisions of Section 718.112(2)(f) of the Condominium Act. Thereafter, the non-Developer Unit Owners may determine, by a majority vote, whether to fully or partially fund the reserves.

Each Unit Owner shall also be required to pay assessments to the Master Association, which for the calendar year 2001 are \$90.00 per month and \$1080.00 per year. There is no Developer Guaranty of such amounts.

9. ASSOCIATION.

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Right in Association. Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D" and made a part hereof.

9.4 Restraint Upon Assignment of Shares and Assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in paragraph 2.2 herein and shall be a corporation not-for-profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Sections 718.111 and 718.114, Florida Statutes.

9.7 Association's Access to Units. The Association and its authorized agents shall have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes making repairs or otherwise maintaining the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

10. INSURANCE.

The insurance that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Institutional Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the Institutional mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their

Unit not covered by the Association and for their personal liability and living expenses including without limitation, those matters in Section 10.3(a)(3) and such insurance shall not be the responsibility of the Association.

10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(3) Hazard policies issued to protect Condominium Buildings shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owner as a group to a Unit Owner.

(c) Worker's Compensation. Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance. Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Other. Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

(g) Insurance / Fidelity Bond. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds 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 term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Institutional Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee as Trustee or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration (hereinafter referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their Institutional Mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Institutional Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined in paragraph 11.1(b) and 11.6(b)(2) or until there shall have been a request by an Institutional Mortgagee for such appointment.

10.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a

covenant for the benefit of, and may be enforced by, the Institutional Mortgagee of a Unit.

(d) In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged or taken by casualty or by condemnation or deed in lieu thereof, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements or Minor Damage or Condemnation. If the damaged or taken improvement is a Common Element and/or Limited Common Element, or if the damaged or taken improvement is a building in which less than sixty percent (60%) of the Units to which the Common Elements are appurtenant are untenable, then the damaged or taken property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Major Damage. If the damaged or taken improvement is a building, and if Units to which sixty percent (60%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged or taken property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty percent (80%) of the Common Elements and fifty-one percent (51%) of the Eligible Institutional Mortgagees agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged or taken property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by

the Board of Directors of the Association, and if the damaged or taken property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged Units, together with the approval of fifty-one percent (51%) of the Eligible Institutional Mortgagees shall be required, which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage or taking is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair after casualty or taking. In all other instances, the responsibility of reconstruction and repair after casualty or taking shall be that of the Association. Each Owner hereby appoints the Association to be attorney-in-fact in any negotiating settlements or agreements.

11.4 Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance or condemnation are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in the case of damage or taking of Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage or taking of Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty or taking shall be paid to the Association or Insurance Trustee for the benefit of the Owners or the Institutional Mortgagees. They shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance or condemnation collected on account of casualty or taking, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty or taking shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by an Institutional Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs pursuant to the approval of an architect selected by the Board of Directors.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the Institutional Mortgagee jointly, who may use such proceeds as they may agree.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any Institutional Mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order

of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Institutional Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS.

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Home-based occupations that meet all applicable zoning requirements may be operated out of the Units, provided, that: (i) there are no employees working within the Units, (ii) no signage and (iii) such use meets all other municipal code requirements.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. No alterations may be made by a Unit Owner to exterior landscaping and no additional gardens or plantings may be installed with respect to exterior landscaping. Kickplates added to patio screen doors must be approved by the Association and the Master Association ACC prior to installation.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the costs of insurance

upon the Condominium Property. Normal construction activities shall not be considered to violate the terms and conditions of this Section.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

12.5 Leasing of Units. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented and no transient tenants shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. No lease shall be for a period of less than seven (7) calendar months. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, the Rules and Regulations of the Association and the Master Covenants pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws and the Master Covenants, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenants, which covenant shall be an essential element of any such lease or tenancy agreement.

12.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association and Master Association ACC except that the Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units.

12.7 Prohibited Parking and Vehicles. Each Unit may have only two cars associated with it. One must be parked in the garage and the other in the driveway. No vehicles may be parked on the drives or streets in Stonebridge Village, except on a temporary basis. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association and Master Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it, has equipment affixed to it, or is used in a trade or business. No campers, recreational vehicles, boats or boat trailers may be parked or stored on the Condominium Property. Motorcycles may be parked on the

Condominium Property only with the written consent of the Board of Directors of the Association.

Each Unit shall only be permitted to have two vehicles associated with it. Without limiting any of the foregoing provisions, one vehicle shall be parked in the garage and one vehicle shall be parked in the driveway of the Unit. No vehicles shall be parked in the streets or drives, except on a temporary basis.

12.8 Children. Children shall be allowed to reside in the Units, provided that an adult shall supervise any children on the Common Elements and the Master Association Common Property.

12.9 Alteration of Exterior Appearance. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors of the Association and the Master Association ACC. All such window treatments, if approved, shall have an exterior appearance of white or off white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors and the Master Association ACC.

12.10 Use of Doors, Windows, Patios. No articles shall be hung or shaken from the doors, windows, or patios. No articles shall be placed upon the outside window sills or outside of patio railings of the Units. Patios are not to be used for storage.

12.11 Grills and Broilers, etc. Charcoal grills and broilers or open flame charcoal burners or grills are not permitted to be used on patios or in any of the Common Elements; provided however, that gas and electric grills are permitted to be used on the patios, in accordance with applicable laws and ordinances and such rules and regulations as may be approved from time to time by the Board of Directors.

12.12 Storage. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.13 Pets. Unit Owners are granted a license to maintain not more than a total of two (2) pets, which must be either dogs or cats. This license may be revoked by the Board of Directors of the Association or the Master Association and no pet will be permitted on the Condominium Property or Master Association common Property which creates a nuisance. All animal waste must be properly disposed of by the Unit Owner. Further, pets such as birds or fish which are kept wholly within the Unit may be maintained, provided that if any such pets become a nuisance, the Board of Directors of the Association or the Master Association shall have the right, but not the obligation, to require their removal. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Condominium Property, including, without limitation, the size or weight of such

pets, requirements that all animals be leashed. Neither the Board, Developer, the Association nor the Master Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing in rules and regulations governing pets and any Unit Owner maintaining a pet on the Condominium Property shall indemnify and hold the Association, Master Association, Developer, each Unit Owner and the Boards harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Condominium Property or Master Association Common Property.

12.14 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper location for pick-up on designated pick up days.

12.15 Satellite Dishes. Satellite dishes or similar equipment for the reception of television signals, shall be permitted, if located within the Unit's patio or balcony and if the location and screening are approved by the Association and the Master Association ACC, in accordance with federal law.

12.16 Rules and Regulations. Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Association shall have the right to enforce all restrictions set forth in this Article and in the Declaration in any manner it deems necessary, including without limitation injunctions, suits for damages, or fines. In the event the Association fails to properly enforce any provisions of this Declaration, the Master Association shall have the right to enforce this Declaration pursuant to any rights granted herein or in the Master Covenants.

12.17 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within the Stonebridge Village Community, and the display of signs.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such

rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations.

13. STORMWATER MANAGEMENT SYSTEM.

13.1 **Blanket Easement.** The plan for the development of the Stonebridge Village Community includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the St. Johns River Water Management District, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Condominium Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, the Master Association and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Condominium and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

13.2 **Maintenance.** The Master Association shall operate, maintain, and repair the Stormwater Management System as set forth in the Master Covenants.

14. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

14.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. There shall be no absolute liability imposed on such Owner.

14.2 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, before, at trial or appellate levels and administrative hearings, in bankruptcy or in post-judgment collection.

14.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

15. AMENDMENTS.

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.2 Resolution – Notice. A resolution made by the Board for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3 Resolution – Voting. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be by not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association.

15.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all Institutional Mortgagees on such Unit shall join in the execution of the amendment. Any vote to amend the Declaration of Condominium relating to a change in the fractional share of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Neither shall an amendment make any change in the paragraph entitled "Insurance" nor in the paragraph entitled

"Reconstruction or Repair After Casualty" unless fifty one percent (51%) of the Eligible Institutional Mortgagees (as hereinafter defined) of any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Master Association without the written consent of the Master Association.

15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

15.6 Amendments to Add a Subsequent Phase. Developer may execute and record an amendment to this Declaration subjecting a Subsequent Phase to the Declaration without the further consent of any Owner, the Association, or any Institutional Mortgagee.

15.7 Stormwater Management System. Any amendment of this Declaration which alters or affects the Stormwater Management System, including the water management portions of the Association Property, beyond maintenance in its original condition, must have the prior written approval of the District.

15.8 Scrivener's errors. Prior to the transfer of control of the Association, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the right of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Master Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed Institutional Mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the transfer of control of the Association, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or the Institutional Mortgagees.

16. TERMINATION.

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

16.1 Destruction. If it is determined as provided herein that all the Buildings shall not be reconstructed because of major damage or taking by condemnation or deed in lieu thereof, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Institutional Mortgagees. "Eligible Institutional Mortgagee" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

16.2 Agreement. The Condominium may be terminated at any time by the approval in writing of seventy-five percent (75%) of record Owners of Units and Eligible Institutional Mortgagees. The Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") before taking any action to terminate the Condominium. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of seventy-five percent (75%) of Eligible Institutional Mortgagees, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The Option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in

accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

16.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within 30 business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

16.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

18. RULE AGAINST PERPETUITIES.

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

19. JOINDER AND CONSENTS.

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

20. ENFORCEABILITY.

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated. The terms and conditions of this Declaration may be enforced by the Developer, the Association, and any Owner.

21. PARTITION.

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units. Shares in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

22. MASTER ASSOCIATION.

22.1 Rights of Master Association. The rights of the Master Association are as follows:

(a) The Master Association represents residents of the Stonebridge Village Community generally, including residents of the Condominium. Its members are those persons appointed or elected in accordance with the Articles of Incorporation and Bylaws of the Master Association. The Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Condominium Property and with respect to the Stonebridge Village Community as set forth in this Article and as more particularly described in the Master Covenants.

(b) The Master Association shall be entitled to charge each Unit Owner an assessment for expenses incurred or to be incurred by the Master Association in fulfillment of its maintenance, operation and management responsibilities for the Master Association Common Property within the Stonebridge Village Community.

The Master Association Common Property may include, to the extent such facilities may be made available, common roads and roadways, swimming pools, cabanas, lakes, sidewalks, pavilions and public squares, walking paths or trails, bicycle paths, and transportation facilities throughout the Stonebridge Village Community. The Master Association is not obligated to provide any of the foregoing, but may, in its sole discretion, elect to do so from time to time. The Master Association may provide certain services including restricted access gates, roving patrols, limited access gates, and protection, maintenance buildings, police equipment and fire fighting equipment and buildings used in maintenance functions, emergency health care, including ambulances and emergency care medical facilities, lakes, playing fields, wildlife areas, fishing facilities, and other recreational facilities of any kind or nature serving Stonebridge Village Community, water irrigation and sewage facilities, lighting of roads, sidewalks, walking paths, garbage and trash collection and disposal, insect and pest control, legal, accounting and other administrative expenses, and such other costs and expenses and obligations as the Master Association may deem necessary or desirable to perform any of the functions or services to be provided for the common benefit of property owners in Stonebridge Village Community. The enforcement and collection of such assessments is more fully set forth in the Master Covenants. The Master Association shall be entitled to collect such assessments through the Association and shall have a lien right upon the individual Units to enforce collection of such assessments, which shall also be enforced as a personal obligation of each Unit Owner.

(c) If for any reason the Association shall refuse to perform the obligations imposed on it under this Declaration or the Master Covenants, the Master Association shall be authorized to act for and on behalf of the Association in the respect that the Association has refused or failed to act. Any expenses thereby incurred by the Master Association shall be reimbursed by the Association.

(d) This Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Master Association.

(e) Without the prior written consent of the Master Association, no permanent improvements other than as set forth and shown in the Exhibits to this Declaration shall be constructed on the Condominium Property, and no substantial or material alterations of the exterior of any Building or the topography of the Condominium Property shall be made.

(f) The Developer, the Master Association, and their respective agents and employees shall have the reasonable right of ingress and egress to the Condominium Property for the purpose of preserving, maintaining or improving the common roadways and providing access to public roads, lakes or other similar areas (whether within or without the Condominium Property), although nothing stated

herein shall require the Developer or the Master Association to maintain any such properties located within the Condominium Property.

23. LIMITATION OF LIABILITY.

23.1 Unit Owner Liability. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws.

A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his or her pro rata share of that liability in the same fractional share as his interest in the Common Elements, and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

23.2 Association Liability. Notwithstanding anything contained in this Declaration, the Articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association ("Property Documents"), neither the Developer nor the Association will be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, licensees, agents, servants, contractors or subcontractors, nor for any property of such persons. There is an unstaffed gate at the entrance to the Master Association Common Property, which is intended to limit access to the Stonebridge Village Community and the Condominium Property, subject to the Developer's rights to access the Condominium Property as set forth in Sections 4.4, 4.5 and 4.8. The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Association or Master Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

(a) It is the express intent of the Property Documents that the various provisions of the Property Documents which are enforceable by the Association and which govern or regulate the use of Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Developer nor the Association is empowered to enforce or ensure compliance with the laws of the United States, the State of Florida or the County or any other jurisdiction or to prevent tortious activities by Owners or third parties.

(c) The provisions of the Property Documents setting forth the uses of the Condominium Property which relate to health, safety or welfare will be interpreted as limitations on the uses of such funds and not as creating a duty of the Association or the Developer to protect or further the safety or welfare of the persons even if such funds are used for such purposes.

(d) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

23.3 Legal Action Against the Association. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene in and defend any action arising therefrom.

23.4 Owner Covenant. Each Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each other person or entity having an interest or lien upon, or making the use of, any portion of the Condominium Property, by virtue of accepting such interest or lien or by making use thereof, will be bound by this paragraph and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Association or the Developer arising from or connected with any matter for which the liability of the Association or the Developer has been disclaimed in this paragraph.

23.5 Noise Disclaimer. Each Owner, by acceptance of a deed or other conveyance of his or her Unit, acknowledges and agrees that sound transmission in a multi-story building, such as a condominium, is very difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Units and other portions of

the Condominium Property or Stonebridge Village Community and each Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

24. REQUIREMENT OF FNMA, FHLMC, VA AND HUD.

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U. S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

24.1 Any first Institutional Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Institutional Mortgagee, except as required by Florida Statute.

24.2 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Element of the Condominium Project, unless at least fifty-one percent (51%) of the Eligible Institutional Mortgages (based on one vote for each first mortgage owned), and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;
- (c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the

Condominium Project shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for more than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;

(f) Change the voting rights appertaining to any Unit; and

(g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of Institutional Mortgagees.

Notwithstanding the foregoing, if an Institutional Mortgagee fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

24.3 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Parcel as a whole.

24.4 For so long as the Developer controls the Association, and provided that the Federal Housing Administration or Veteran's Administration has guaranty of a mortgage on a Unit, annexation of additional properties (other than Subsequent Phase amendment of this Declaration), amendment of Declaration, or dedication of the Common Elements or Association Property shall require the approval of HUD or VA.

24.5 Upon written request, the Association shall furnish the following notices to the Institutional Mortgagee of any Unit in the Condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable Unit.

(b) Notice of any delinquency and the payment of the Assessments or charges more than sixty (60) days past due as to the applicable Unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25. MERGER AND CONSOLIDATION.

As provided by Section 718.110(7), Florida Statutes this Condominium shall be entitled to merge or consolidate with any other condominium. The Board shall notify the Division before taking any action to merge or consolidate the Condominium. Said merger or consolidation shall allow the operation of the period though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefor in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Sections 718.116 and 718.302, Florida Statutes. Such merger or consolidation shall be complete upon compliance with Section 718.110(7), Florida Statutes and may be subject to the approval of the VA/FHA.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 17th day of August, 2001.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION, a Michigan corporation

Jennifer Leigh Erwin
Print Name: Jennifer Leigh Erwin

By: John D. Molyneux
As Attorney In-Fact

Connie Garden
Print Name: Connie Garden

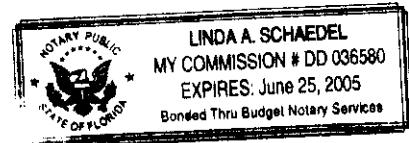
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of August, 2001, by John D. Molyneux, authorized agent of Pulte Home Corporation, a Michigan corporation authorized to do business in Florida, on behalf of the corporation, who is known to me and who did not take an oath.

Linda A. Schaedel
Notary Public, State of Florida
Print Name: LINDA A SCHAEDEL
My Commission Expires: JUNE 25, 2005
Commission No. DD 036580

(Corporate Seal)



**EXHIBIT A
TO DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

The legal description of Vistas at Stonebridge Village I, A Condominium is as follows:

**PHASE I
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

BUILDING 1200
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET; RUN THENCE NORTH $55^{\circ} 47' 37''$ WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH $74^{\circ} 40' 17''$ WEST, A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $07^{\circ} 41' 44''$ WEST, A DISTANCE OF 96.18 FEET TO A POINT ON A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 80.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD OF NORTH $78^{\circ} 18' 25''$ WEST, 80.63 FEET; RUN THENCE NORTH $85^{\circ} 41' 44''$ WEST, A DISTANCE OF 79.71 FEET; RUN THENCE NORTH $07^{\circ} 41' 44''$ EAST, A DISTANCE OF 95.27 FEET; RUN THENCE SOUTH $82^{\circ} 18' 16''$ EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

BUILDING 1300
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $34^{\circ} 12' 23''$ WEST, A DISTANCE OF 100.88 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 161.79 FEET, SAID ARC BEING SUBTENDE BY A CHORD OF NORTH $55^{\circ} 47' 37''$ WEST, 160.00 FEET; RUN THENCE NORTH $34^{\circ} 12' 23''$ EAST, A DISTANCE OF 100.88 FEET; RUN THENCE SOUTH $55^{\circ} 47' 37''$ EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

BUILDING 1400
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET; RUN THENCE SOUTH $34^{\circ} 12' 23''$ WEST, A DISTANCE OF 100.88 FEET; RUN THENCE NORTH $65^{\circ} 45' 48''$ WEST, A DISTANCE OF 99.14 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $15^{\circ} 46' 22''$ WEST, A DISTANCE OF 15.08 FEET; RUN THENCE SOUTH $01^{\circ} 29' 25''$ WEST, A DISTANCE OF 21.76 FEET; RUN THENCE SOUTH $15^{\circ} 46' 22''$ WEST, A DISTANCE OF 54.43 FEET; RUN THENCE NORTH $74^{\circ} 13' 38''$ WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH $15^{\circ} 46' 22''$ EAST, A DISTANCE OF 89.65 FEET; RUN THENCE SOUTH $85^{\circ} 41' 44''$ EAST, A DISTANCE OF 24.48 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 286.50 FEET, AN ARC DISTANCE OF 131.86 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A CHORD OF SOUTH $72^{\circ} 30' 37''$ EAST, 130.70 FEET.

The foregoing property (Phase I) is subject to the following:

1. Subject to wetlands regulated by the St. Johns River Water Management District over portions of the land as outlined on a survey by Robert Angas Associates, dated January 30, 1997.
2. Easement granted to Jacksonville Electric Authority, by instrument recorded in Official Records volume 4118, page 1196 of the current public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville, dated April 8, 1999, recorded in Official Records Volume 9262, page 1342 of the current public records of Duval County, Florida.

Attached to this Exhibit A is the site plan and survey of Phase I as well as the Subsequent Phases of the Condominium Property. Only Phase I is being submitted to condominium ownership. The legal descriptions and graphic depictions of Phases II and III are included for informational purposes only and will not be deemed to be subject to condominium ownership until subjected to the terms and conditions of this Declaration by recording of an amendment for such purposes.

All improvements are proposed.

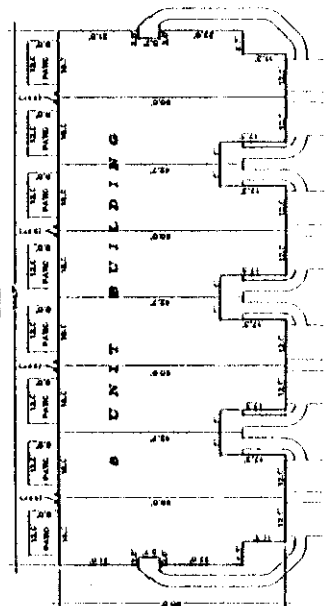
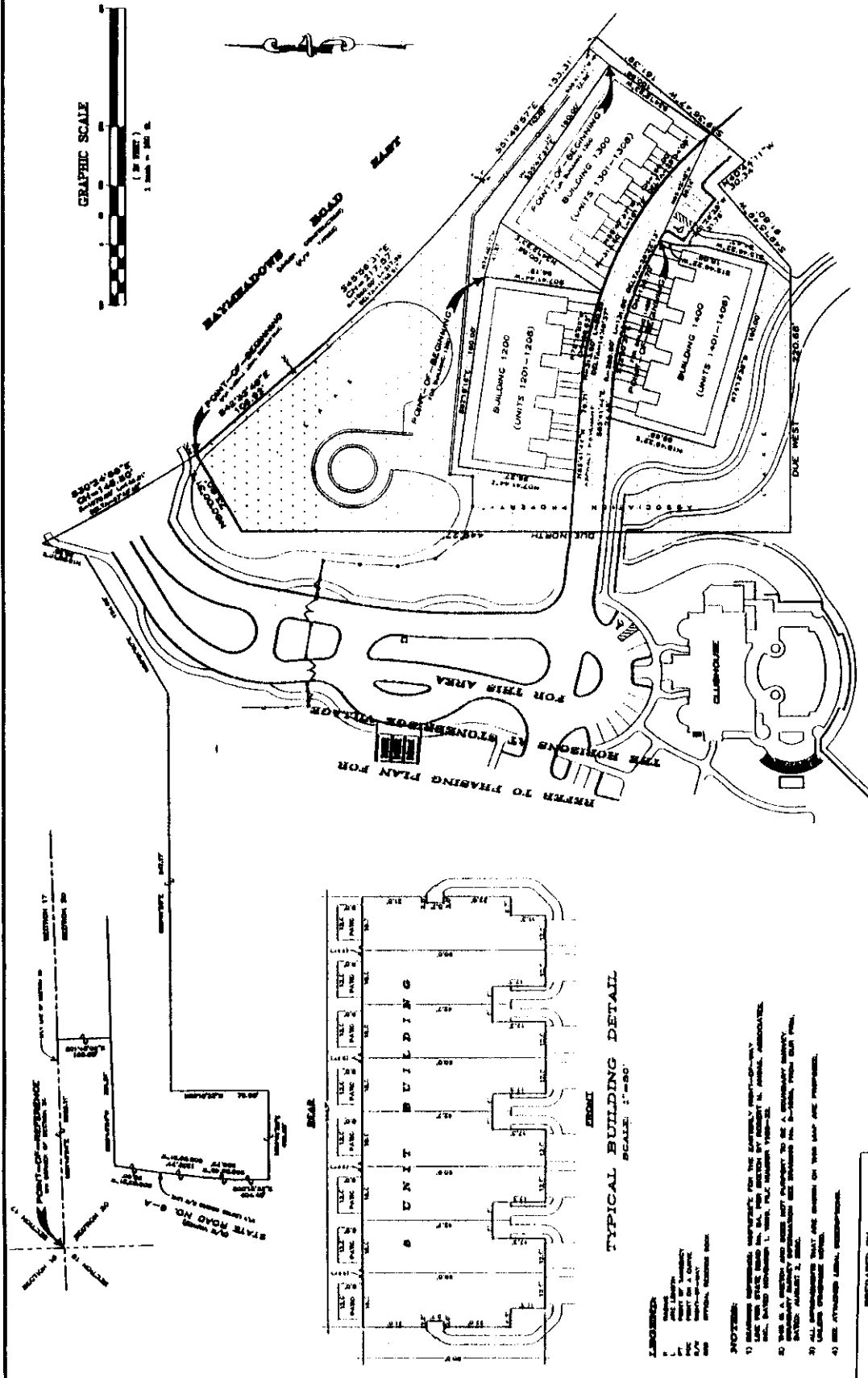
All areas within the dark lines constitute the Units, the Limited Common Elements are delineated with "\\\\" marking, all other property is Common Elements or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements to be constructed in Phase I of the Condominium. The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium; provided however, that the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and Unit types in the Subsequent Phases.

MAP TO SHOW SKETCH OF THE PHASING PLAN OF BUILDINGS 1200, 1300, 1400 AND CONTIGUOUS ASSOCIATION PROPERTY FOR THE VISTAS AT STONERIDGE VILLAGE.

(REVISED JULY 31, 2001)

DATE: JANUARY 18, 2001. A CONDOMINIUM SCALE: 1" = 100'



TYPICAL BUILDING DETAIL SCALE: 1" = 200'

- LEGEND:**
- 1. UNIT
 - 2. PARKING
 - 3. DRIVEWAY
 - 4. DRIVE
 - 5. DRIVEWAY
 - 6. DRIVE
 - 7. DRIVEWAY
 - 8. DRIVE
 - 9. DRIVEWAY
 - 10. DRIVE
 - 11. DRIVEWAY
 - 12. DRIVE
 - 13. DRIVEWAY
 - 14. DRIVE
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 - 90. DRIVE
 - 91. DRIVEWAY
 - 92. DRIVE
 - 93. DRIVEWAY
 - 94. DRIVE
 - 95. DRIVEWAY
 - 96. DRIVE
 - 97. DRIVEWAY
 - 98. DRIVE
 - 99. DRIVEWAY
 - 100. DRIVE

NOTES:

- 1) BUILDING FOOTPRINTS, EXCEPT FOR THE EXISTING FOOTPRINT, WILL BE CONVEYED TO THE MASTER ASSOCIATION AS MASTER ASSOCIATION COMMON PROPERTY.
- 2) THIS IS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION.
- 3) ALL DIMENSIONS ARE IN FEET AND INCHES.
- 4) SEE ATTACHED LOTS, INTERFERENCES.

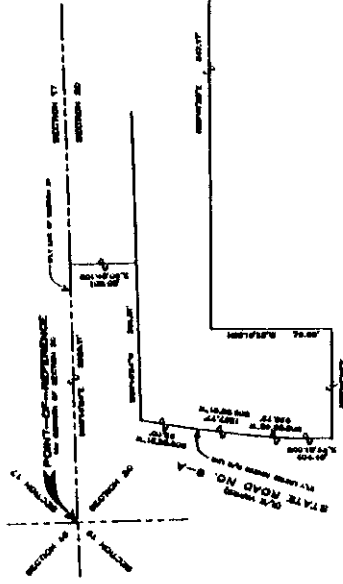
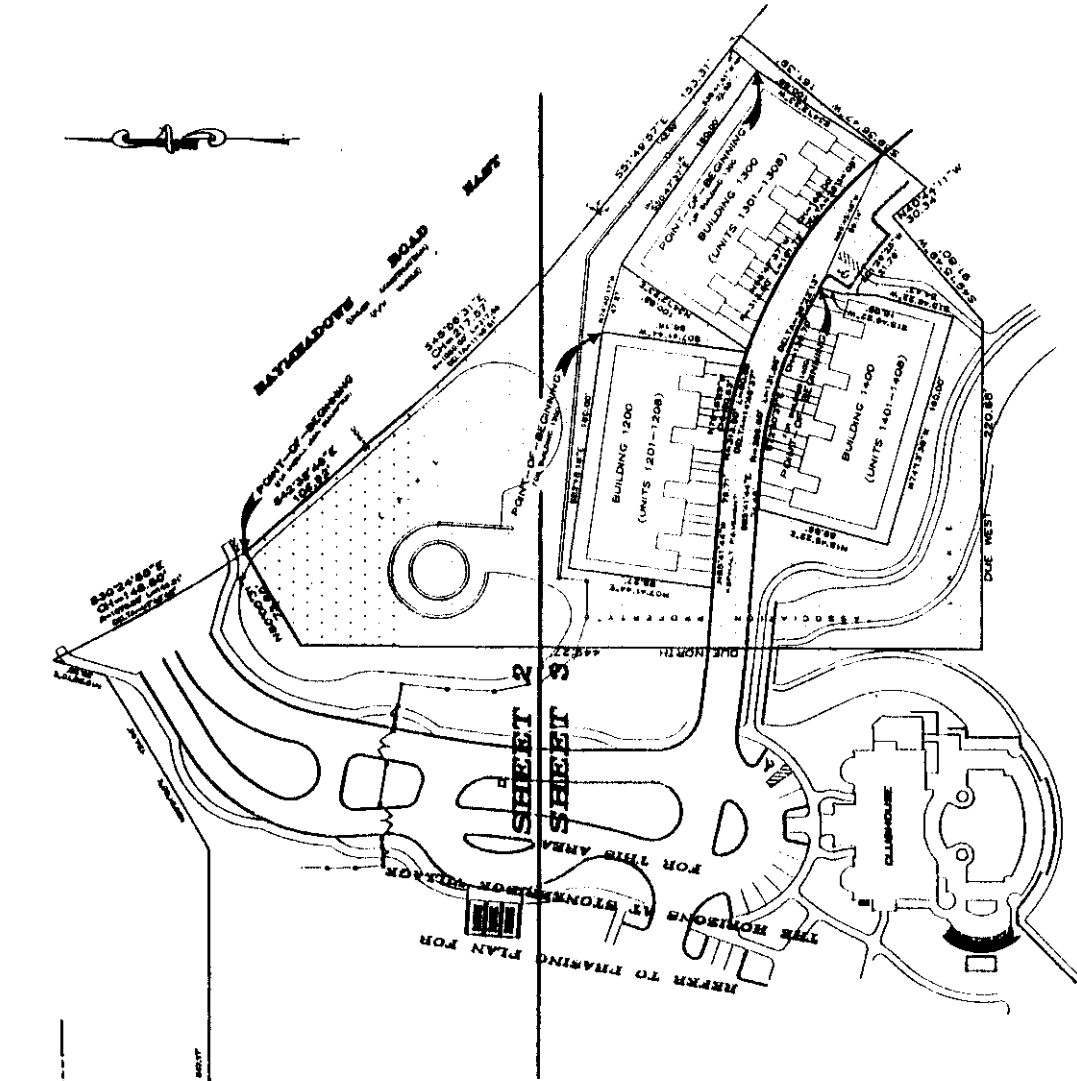
PREPARED BY:
CLARSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1843 WALDO AVENUE
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904) 744-2822

DRAWING NO. A-3124

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM

DATE: JANUARY 18, 2001
 (REVISED JULY 31, 2001)

SCALE: 1" = 100'



REFER TO PHASING PLAN FOR THE HOMINGS AT STONEBRIDGE VILLAGE FOR THIS AREA

LEGEND:

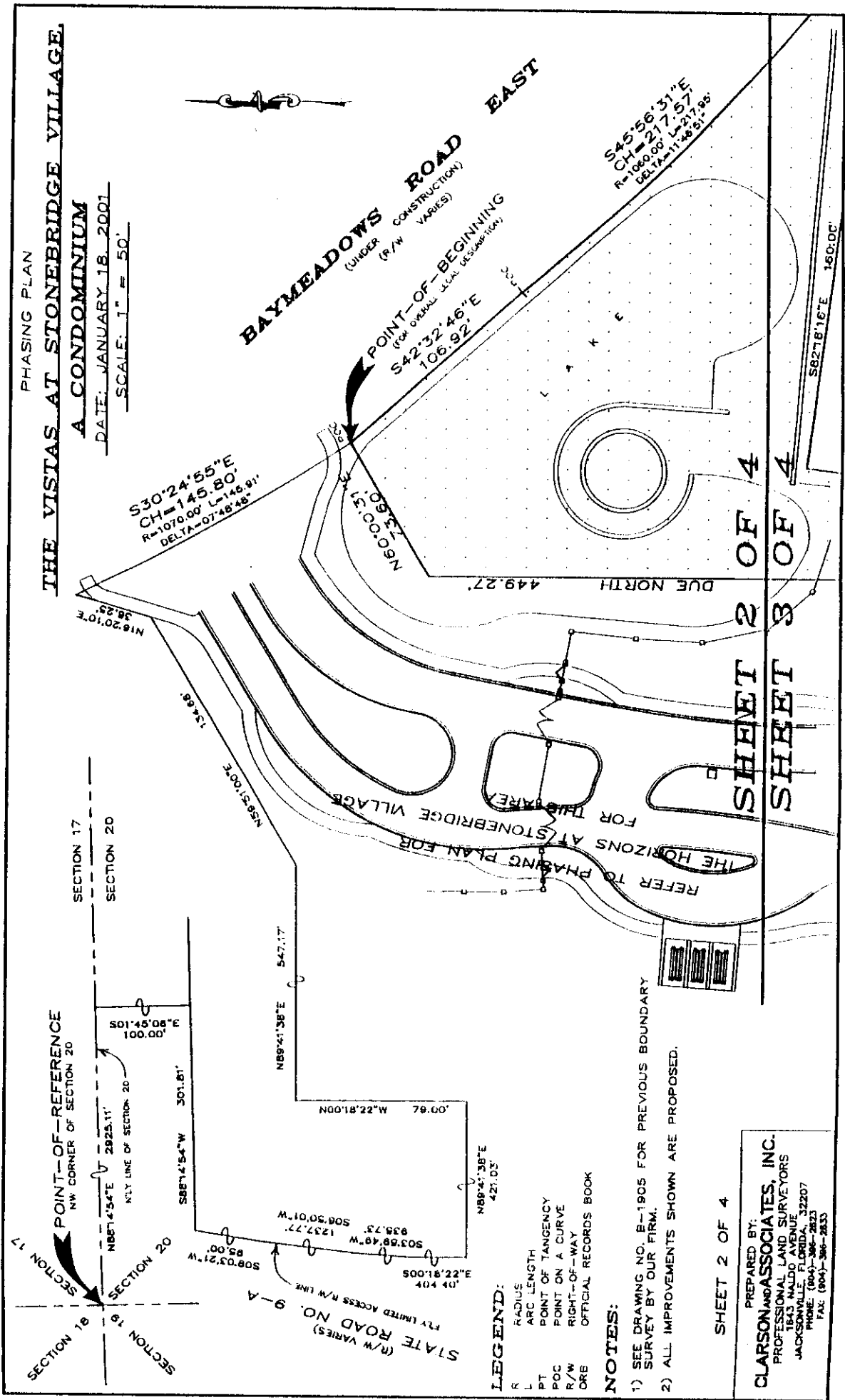
- R RADIUS
- L ARC LENGTH
- PT. POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- ORE OFFICIAL RECORDS BOOK

NOTES:

- 1) SEE DRAWING NO. B-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SHEET 1 OF 4

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633



PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM

DATE: JANUARY 18, 2001
 SCALE: 1" = 50'

SECTION 17
 SECTION 20

POINT-OF-REFERENCE
 NW CORNER OF SECTION 20

SECTION 18
 SECTION 19
 SECTION 20

STATE ROAD NO. 9-A
 (R/W VARIES)
 FLY LIMITED ACCESS R/W LINE

BAYMEADOWS ROAD EAST
 (UNDER CONSTRUCTION)
 (R/W VARIES)

POINT-OF-BEGINNING
 (FOR ORIGINAL LOCAL DISSEMINATION)
 S42°32'46"E
 106.92'

S30°24'55"E
 CH=145.80'
 R=1070.00' L=145.91'
 DELTA=07°48'48"

S45°56'51"E
 CH=217.57'
 R=1060.00' L=217.57'
 DELTA=11°46'51.98"

REFER TO PHASING PLAN FOR
 THE HORIZONS AT STONEBRIDGE VILLAGE
 FOR THE AREA

SHEET 2 OF 4
 SHEET 3 OF 4

- LEGEND:**
- R RADIUS
 - L ARC LENGTH
 - PT POINT OF TANGENCY
 - POC POINT ON A CURVE
 - R/W RIGHT-OF-WAY
 - ORB OFFICIAL RECORDS BOOK

- NOTES:**
- 1) SEE DRAWING NO. B-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

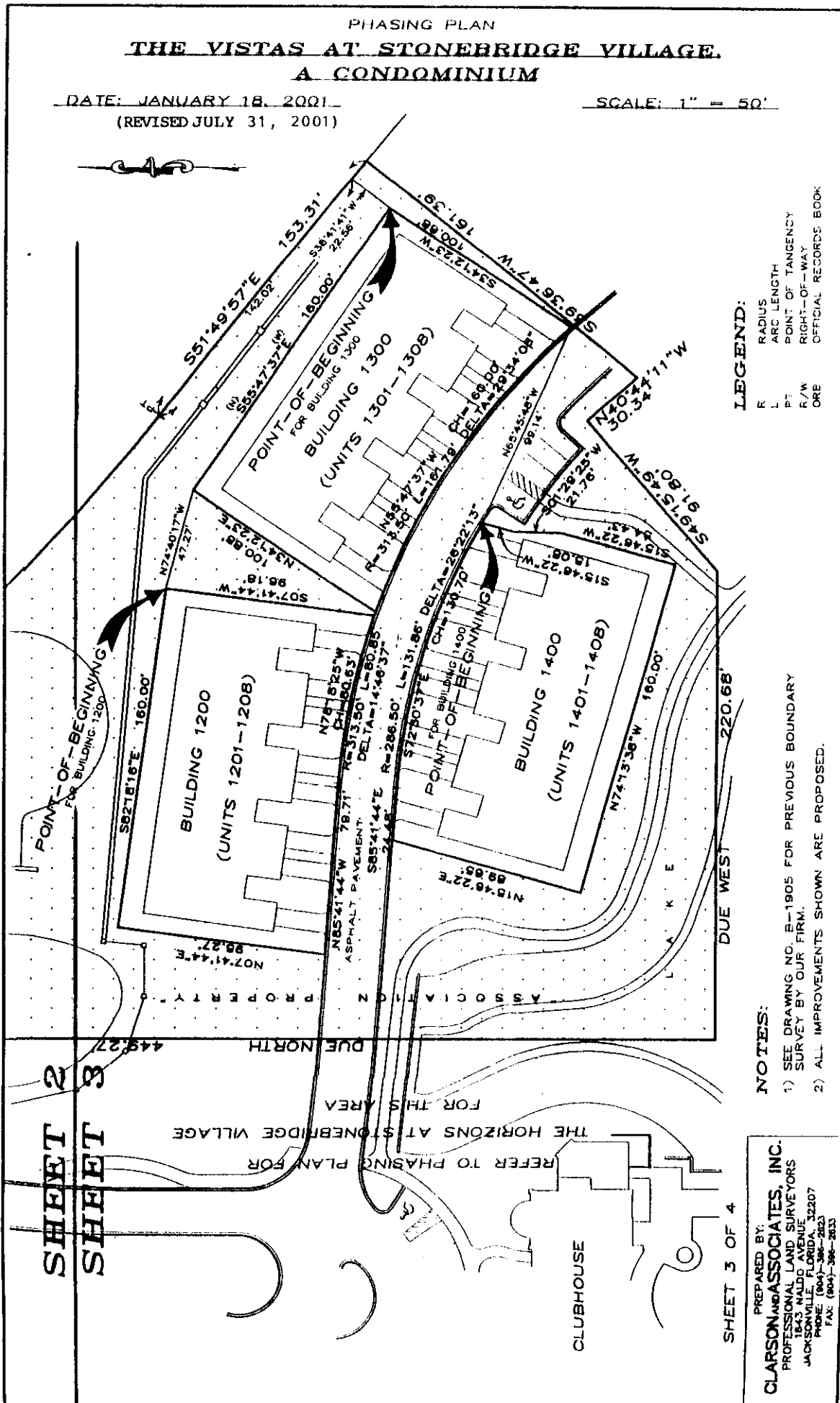
SHEET 2 OF 4

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1843 WALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-386-2823
 FAX: (904)-386-2833

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM

DATE: JANUARY 18, 2001
 (REVISED JULY 31, 2001)

SCALE: 1" = 50'



LEGEND:

- R RADIUS
- L ARC LENGTH
- PT POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- ORE OFFICIAL RECORDS BOOK

NOTES:

- 1) SEE DRAWING NO. E-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

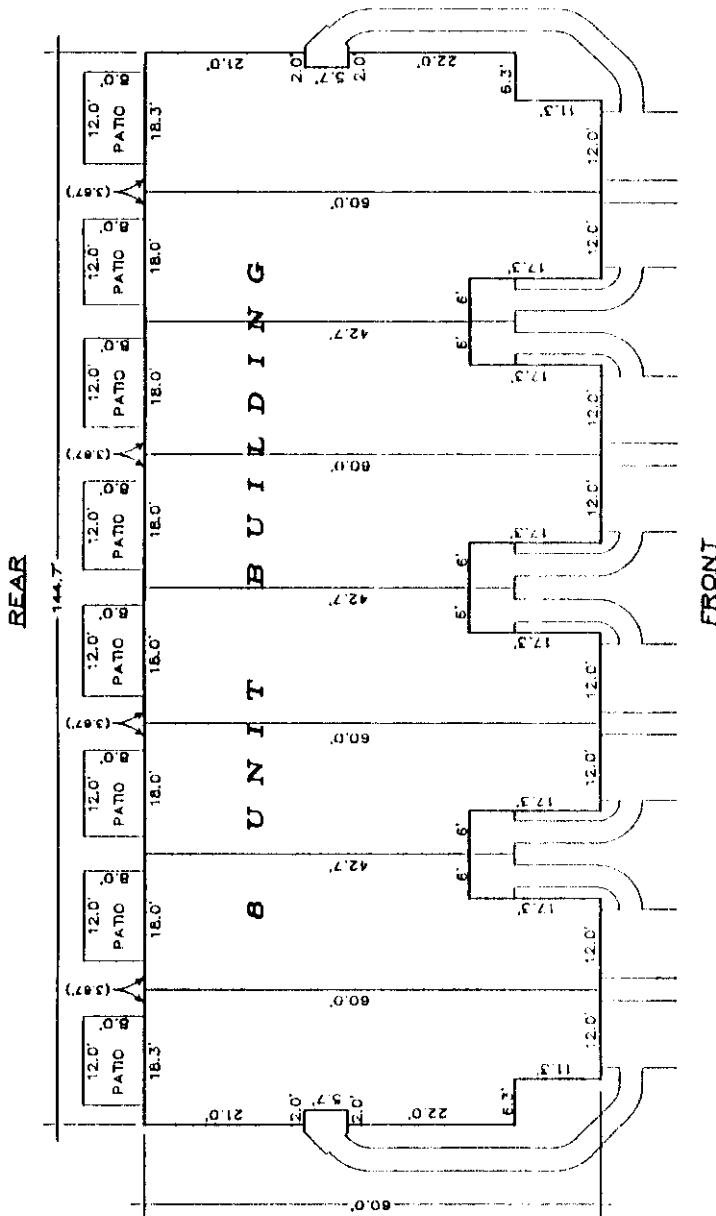
PREPARED BY:
CLARSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1000 N. W. 11th Avenue
 JACKSONVILLE, FLORIDA 32207
 PHONE (904) 386-3333
 FAX (904) 386-3333

SHEET 3 OF 4

PHASING PLAN
**THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

DATE: JANUARY 18, 2001

SCALE: 1" = 30'



TYPICAL BUILDING DETAIL

LEGEND:

- R RADIUS
- L ARC LENGTH
- PT POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK

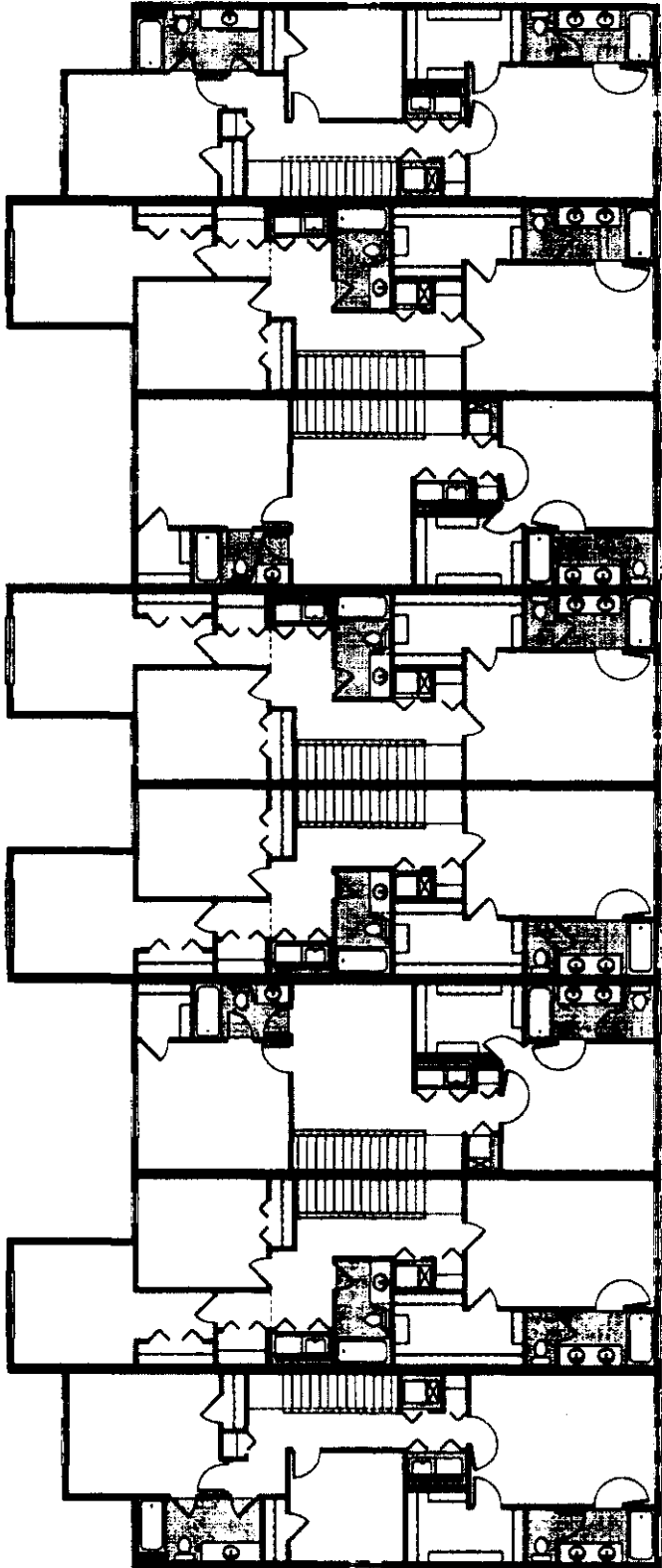
NOTES:

- 1) SEE DRAWING NO. B-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SHEET 4 OF 4

PREPARED BY:
CLARSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 HALDANE BLVD
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904)-398-2823
 FAX: (904)-398-2533

Building Layout



Sicily
1659

Sardinia
1670

Corsica
1538

Sardinia
1670

Sardinia
1670

Corsica
1538

Sardinia
1670

Sicily
1659

Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only. may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

9991 aBd 91101 kooB

SHEET NO.
1

SUBDIVISION:
**Vistas at StoneBridge Village
Townhomes**
FLUTE DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA



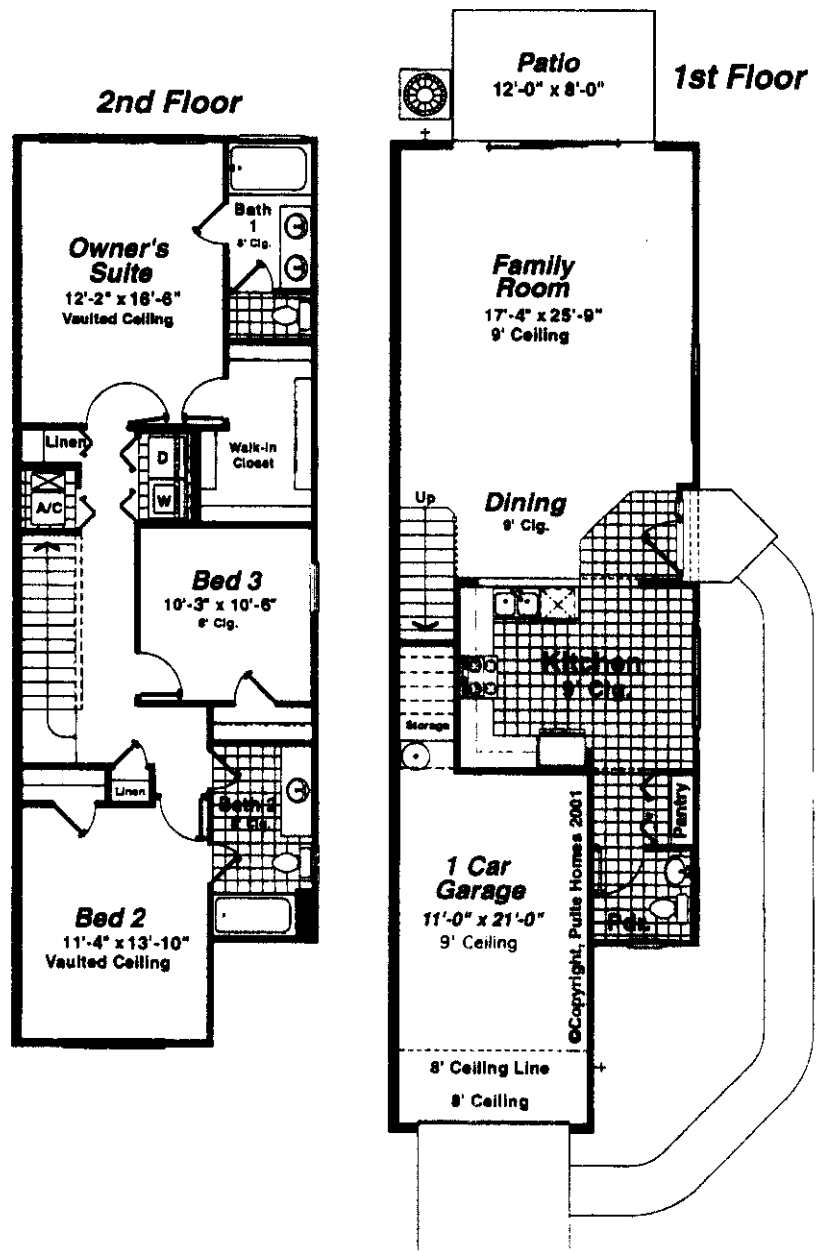
UNIT DESIGNATION:
**STONEBRIDGE
BUILDING**
SHEET CONTENTS:
Building Layout

DWC BY FILE
DWL BR-CA-1
ORIGIN DATE:
2001
CONTROL DATE:
2001

Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only, may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

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1659 - FLOOR PLAN



Sicily



SHEET NO.
2

SUBDIVISION:
Vistas at StoneBridge Village
Townhomes
PULTE DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA

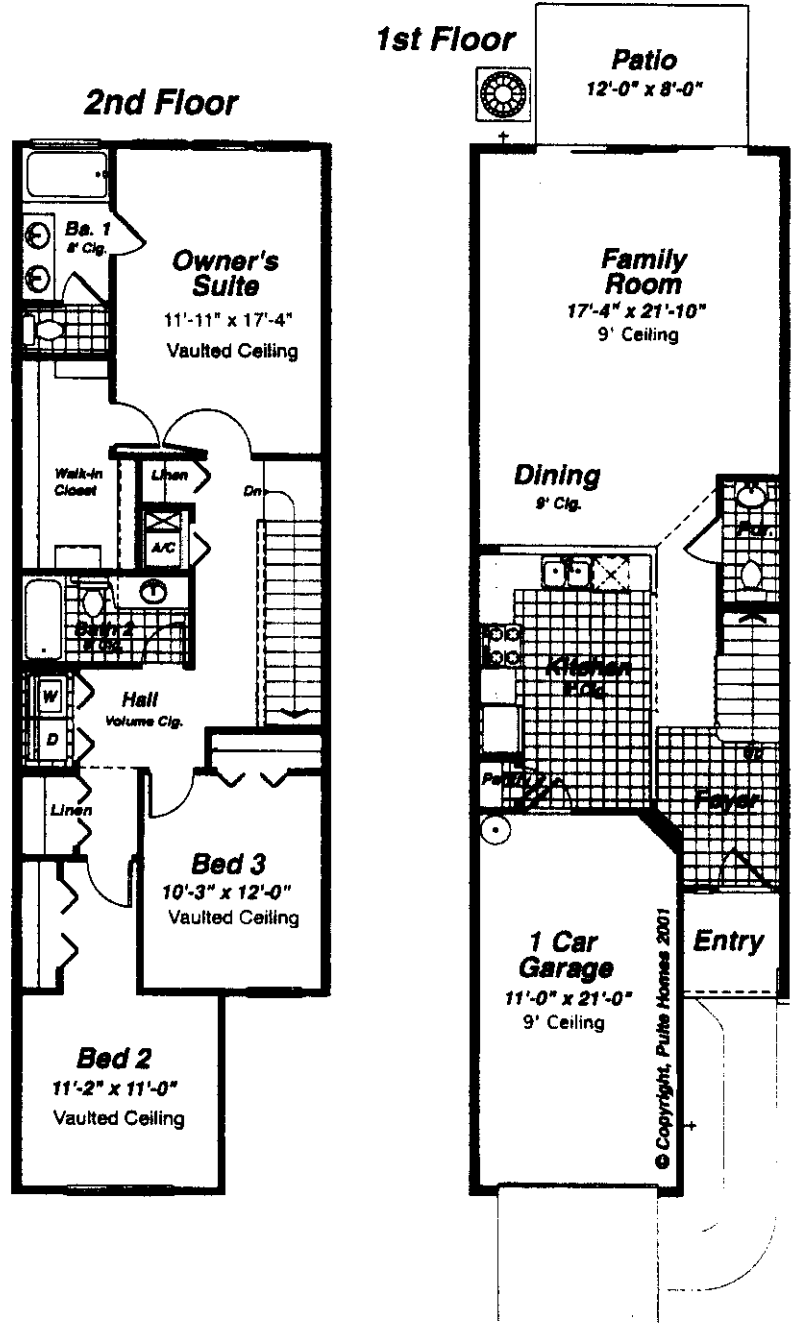


UNIT DESIGNATION:
SICILY 1659
SHEET CONTENTS:
FLOOR PLAN
AREA CALCULATIONS: Sq. Ft.
TOTAL LIVING 1,680 Sq. Ft.

DWC BY: FILE
DWL BR-11-1
ORIGIN DATE:
2001
CONTROL DATE:
2001

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 name of the developer of this project, is
 hereby acknowledged. All other trademarks
 and registered service marks are the property
 of their respective owners. The rendering may be considered
 an advertisement and shall not be construed
 as an offer or solicitation of any kind.
 Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only, may not reflect actual characteristics of finished home. Landscaping on the
 rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

1670 - FLOOR PLAN



Sardinia



SHEET NO:
3

SUBDIVISION:
Vistas at StoneBridge Village
Townhomes
PULTE DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA



UNIT DESIGNATION:
SARDINIA 1670
SHEET CONTENTS:
FLOOR PLAN
AREA CALCULATIONS: 36.9
TOTAL LIVING: 1,878 Sq. Ft.

DWC BY: FILE
DWL: BR-L/BI
ORIGIN DATE:
2001
CONTROL DATE:
2001

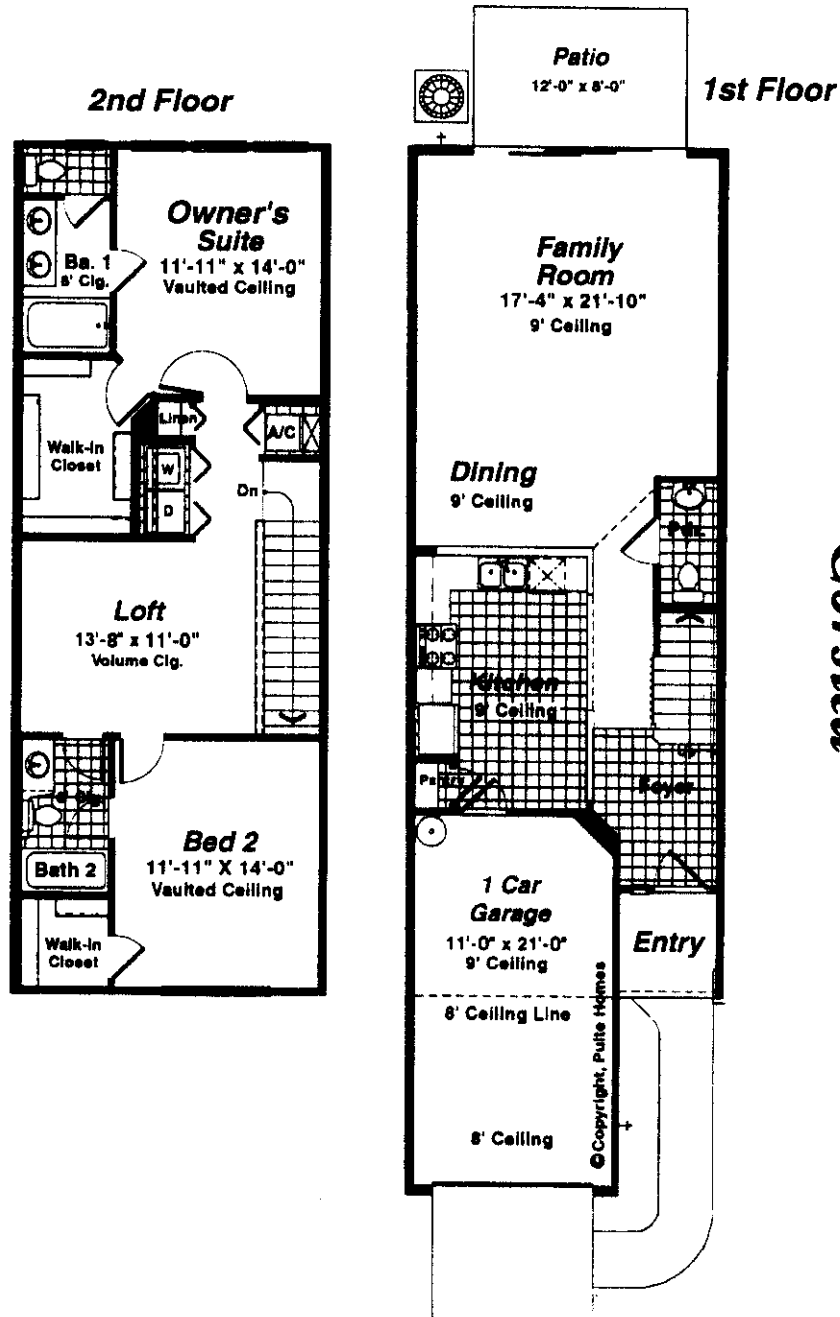
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Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only, may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

1538 - FLOOR PLAN



CC-0057891



Corsica

SHEET NO

4

SUBDIVISION:
**Vistas at StoneBridge Village
 Townhomes**
 PULTE DIVISION:
 PHONE 904-538-9567
 JACKSONVILLE, FLORIDA



UNIT DESIGNATION:
CORSICA 1538

SHEET CONTENTS:
FLOOR PLAN

AREA CALCULATIONS: **Sq. Ft.**
 TOTAL LIVING: **1,538 Sq. Ft.**

DWG BY: FILE: **BAUB-2**
 ORIGIN DATE: **2001**
 CONTROL DATE: **2001**

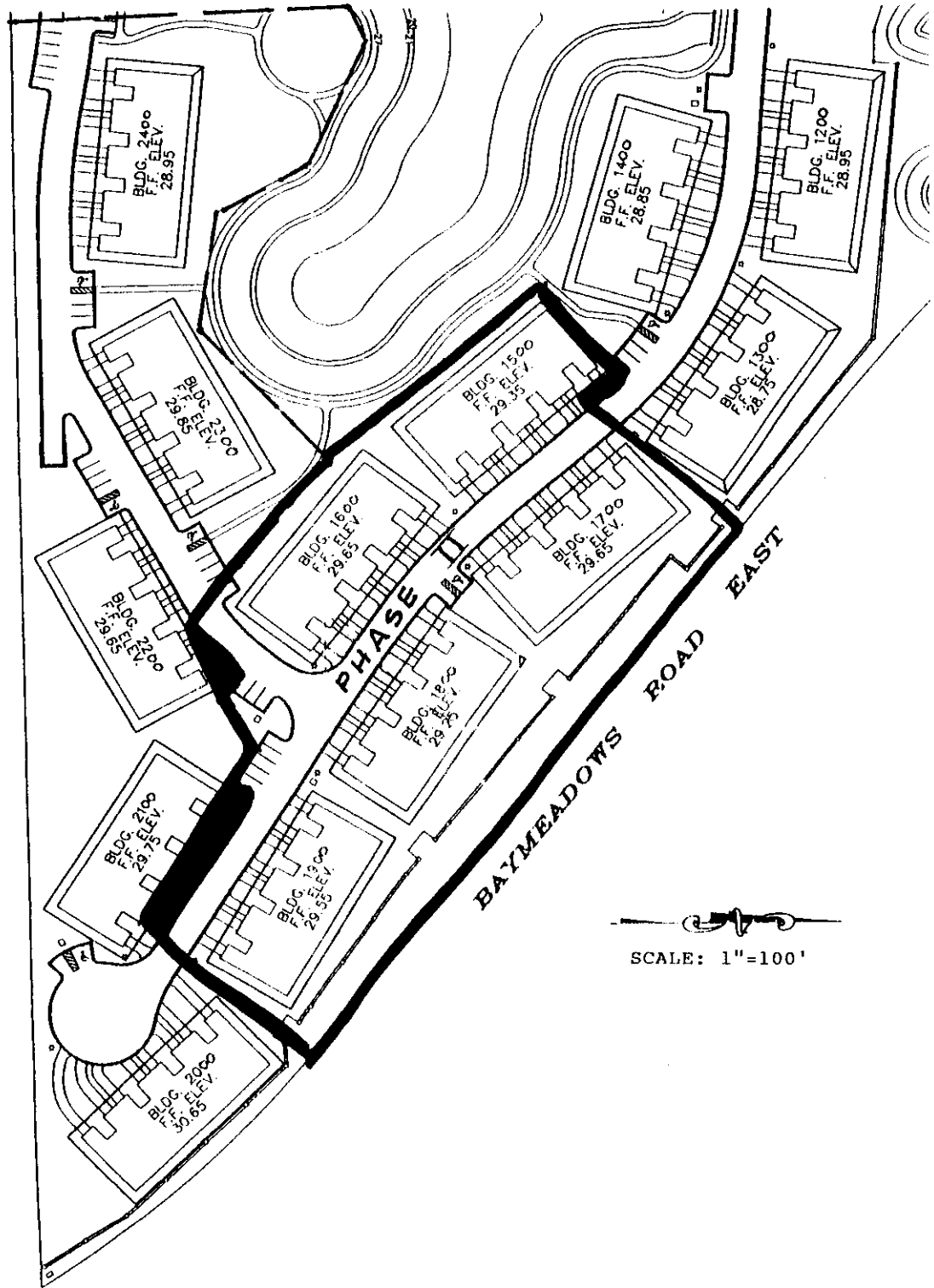
**EXHIBIT A-II
TO DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

PHASE II

Depiction of the proposed improvements for Phase II of Vistas at Stonebridge Village I, A Condominium is as follows:

**PHASE II
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

MAP TO SHOW SKETCH OF THE PHASING PLAN OF
BUILDINGS 1500, 1600, 1700, 1800, 1900 AND CONTIGUOUS ASSOCIATION
PROPERTY FOR THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM
(PHASE II)



The foregoing property is subject to the following:

1. Subject to wetlands regulated by the St. Johns River Water Management District over portions of the land as outlined on a survey by Robert Angas Associates, dated January 30, 1997.
2. Easement granted to Jacksonville Electric Authority, by instrument recorded in Official Records volume 4118, page 1196 of the current public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville, dated April 8, 1999, recorded in Official Records Volume 9262, page 1342 of the current public records of Duval County, Florida.

The Developer has reserved the right to make non-material modifications to the foregoing legal description. Until the foregoing property is subjected to the condominium form of ownership by the recording of an amendment to this Declaration of Condominium, the description, as set forth herein, shall not constitute a lien, encumbrance or defect on the title to the foregoing lands. The Subsequent Phases may be subjected in any order irrespective of the numbering system.

The Developer has the present intention of developing the Phase II Land as depicted but is not obligated to develop the Phase II Land, and if Developer elects to develop the land, the Developer reserves the right to develop it as it may elect and reserves all rights set forth in the Declaration.

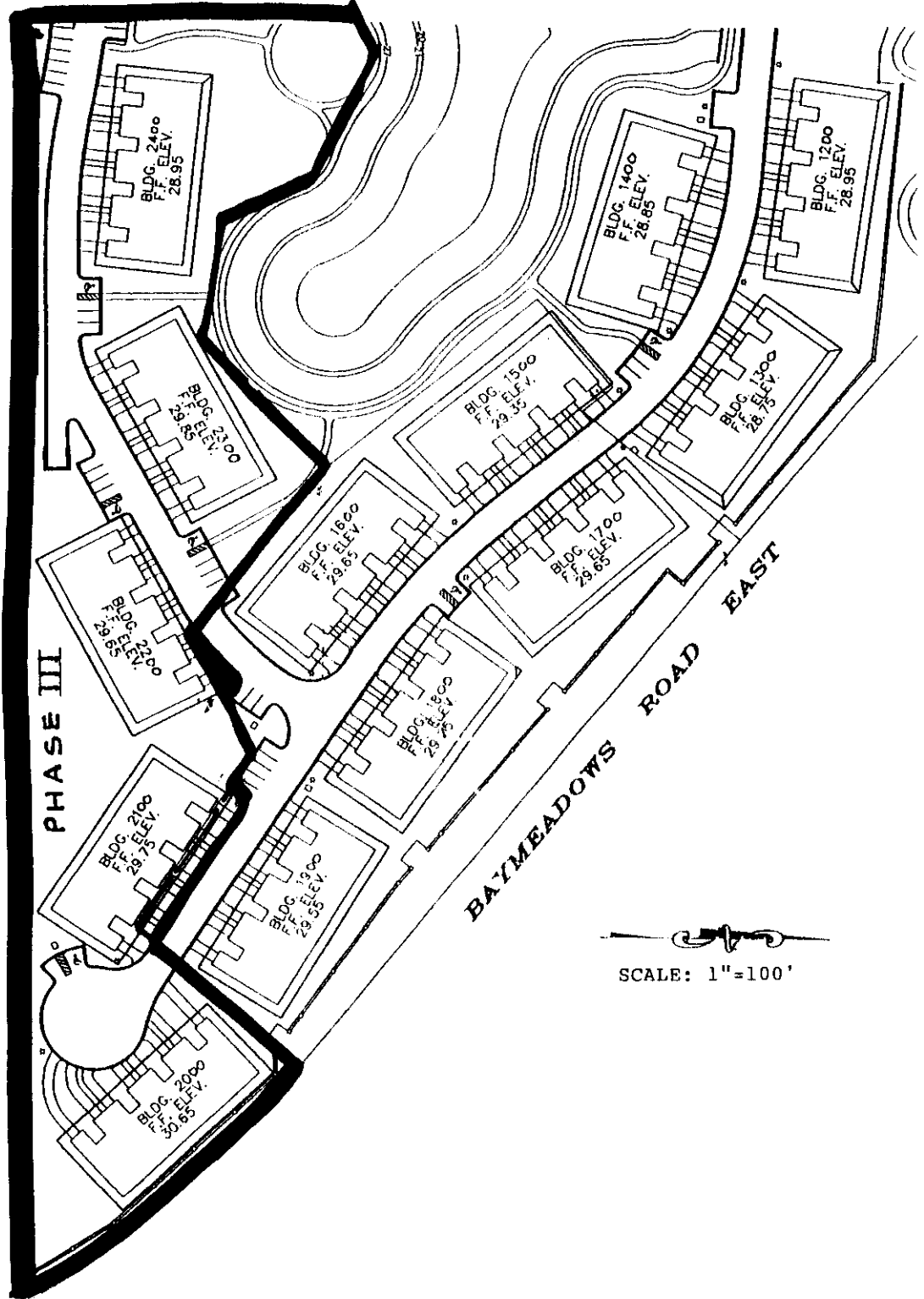
**EXHIBIT A-III
TO DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

PHASE III

Depiction of the proposed improvements for Phase III of Vistas at Stonebridge Village I, A Condominium is as follows:

**PHASE III
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

MAP TO SHOW SKETCH OF THE PHASING PLAN OF
BUILDINGS 2000, 2100, 2200, 2300, 2400 AND CONTIGUOUS ASSOCIATION
PROPERTY FOR THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM
(PHASE III)



The foregoing property is subject to the following:

1. Subject to wetlands regulated by the St. Johns River Water Management District over portions of the land as outlined on a survey by Robert Angas Associates, dated January 30, 1997.
2. Easement granted to Jacksonville Electric Authority, by instrument recorded in Official Records volume 4118, page 1196 of the current public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville, dated April 8, 1999, recorded in Official Records Volume 9262, page 1342 of the current public records of Duval County, Florida.

The Developer has reserved the right to make non-material modifications to the foregoing legal description. Until the foregoing property is subjected to the condominium form of ownership by the recording of an amendment to this Declaration of Condominium, the description, as set forth herein, shall not constitute a lien, encumbrance or defect on the title to the foregoing lands. The Subsequent Phases may be subjected in any order irrespective of the numbering system.

The Developer has the present intention of developing the Phase III Land as depicted but is not obligated to develop the Phase III Land, and if Developer elects to develop the land, the Developer reserves the right to develop it as it may elect and reserves all rights set forth in the Declaration.

**EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS
(Phase I)**


The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 1201 – 1208, 1301 – 1308, 1401 - 1408 is 1/24th.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium, then at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.

**EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
PROPOSED ARTICLES OF INCORPORATION**

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., a Florida corporation, filed on August 16, 2001, as shown by the records of this office.

The document number of this corporation is N01000005811.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixteenth day of August, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
VISTAS AT STONEBRIDGE VILLAGE
CONDOMINIUM ASSOCIATION I, INC.

21 AUG 16 11:10:58
TALLEY
FLORIDA

The undersigned does hereby form this corporation for the purpose of forming a corporation not-for-profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

1. NAME

The name of the corporation shall be VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., hereinafter referred to as the ("Association"), with its principal registered office located at 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act," for the operation of VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

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

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit, not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and

upkeep of such properties for the benefit of the members shall be considered Common Expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exists or they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium, hereinafter referred to as ("Units"), and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the public records of Duval County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 Pulte Home Corporation ("Developer") shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the Members in accordance with the provisions of the Declaration. The Association may also be dissolved in the event of destruction of the Condominium, if approved by the requisite percentage to terminate the Condominium as provided in the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

6. SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is:

John Molyneaux
7785 Baymeadows Way, Suite 200
Jacksonville, Florida 32256

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: John Molyneaux
Vice President: David Smith
Secretary/Treasurer: Judith Duncan

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Section 718.301, Florida Statutes. Thereafter, the Board shall consist of not less than five (5) Directors; provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Section 718.301, Florida Statutes. That is to say, the Developer shall remain in control of the Board of Directors until required to relinquish pursuant to Section 718.301(1)(a) through (e), Florida Statutes as follows:

- (1) When Unit Owners other than the Developer own 15 percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.
- (2) Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association as follows:
 - (a) Three (3) years after 50 percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
 - (b) Three (3) months after 90 percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
 - (c) When all the Units 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;

- (d) When some of the Units 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 or, in the case of an association operating a phase condominium created pursuant to Section 718.403, Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first.

(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 5 percent (5%) of the Units operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

(4) Until such time as Developer transfers control of the Association to the Unit Owners, Developer shall have the right to appoint one member to the Board of Directors of the Stonebridge Village Master Association, Inc. ("Master Association"). Thereafter, the Board of Directors of the Master Association shall have the right to appoint one member of the Board of Directors of the Master Association.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
John Molyneaux	7785 Baymeadows Way, Suite 200 Jacksonville, FL. 32256
David Smith	7785 Baymeadows Way, Suite 200 Jacksonville, FL. 32256
Judith Duncan	555 Winderley Place, Suite 420 Maitland, FL 32751

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer.

9. INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

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

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held no sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendments. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all

record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the County where the Condominium is located.

12. APPROVAL BY THE VA AND HUD

For so long as the Developer has the right to appoint the majority of the members of the Board of Directors, the Developer shall obtain the approval of the Department of Housing and Urban Development ("HUD") or the Veteran's Administration ("VA") prior to annexation of additional properties (other than the Subsequent Phases), merger or consolidation of this Association, mortgaging of the Common Elements or dissolution or amendment of the Articles.

13. REGISTERED AGENT

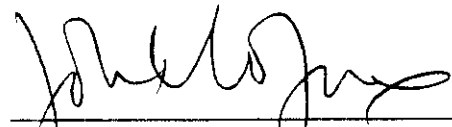
The corporation hereby appoints John Molyneaux located at 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscriber has affixed his signature hereto this 15th day of August, 2001.

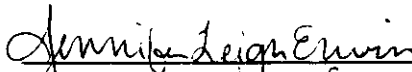
Signed, sealed and delivered
in the presence of:



Print Name: V.E. Huey



John Molyneaux

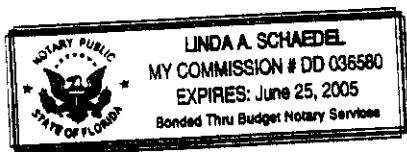


Print Name: Jennifer Leigh Erwin

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of August, 2001, by John Molyneaux, who is personally known to me, or who has produced _____ as identification.



Linda A. Schaedel
Print Name: LINDA A. SCHAEDEL
Notary Public, State and County aforesaid
My Commission Expires:
Commission No.: DD 036580

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above-stated corporation, at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

John Molyneaux
John Molyneaux

JAX1 #573659 v3

91 Aug 16 2:19:58
TALLAHASSEE, FLORIDA
LATE

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
PROPOSED BYLAWS

BYLAWS

OF

VISTAS AT STONEBRIDGE VILLAGE
CONDOMINIUM ASSOCIATION I, INC.

1. IDENTITY

These are the Bylaws of VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., hereinafter called the ("Association"), a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 Office. The Office of the Association shall be at 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256.

1.2 Fiscal Year. The Fiscal Year of the Association shall be the calendar year.

1.3 Seal. The Seal of the Association shall bear the name of corporation, the word "Florida," and the words "Corporation Not For Profit."

2. MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meeting shall be held at least once each year in the month of February at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice. Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address last furnished to the Association and shall be given not less than fourteen (14) days prior to the date of the meeting. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days in advance of the meeting and if not an annual meeting, forty eight (48) continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 Quorum. A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or Chapter 718, Florida Statutes (the "Condominium Act").

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by Section 718.112(2)(b), Florida Statutes. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and 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. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of committees;
- (e) Appointment of inspectors of election;
- (f) Election of directors;
- (g) Determination of less than adequate reserves or no reserves;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members, all of whom shall be members of the Association. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of

the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer is required by statute to relinquish control or voluntarily relinquishes control of the Association. There shall be an annual meeting of the Unit Owners. Unless the bylaws provide otherwise, a vacancy on the board of administration caused by the expiration of a director's term shall be filled by electing a new board member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required. If there is no provision in the bylaws for term of the members of the board of administration, the terms of all members of the board of administration shall expire upon the election of their successors at the annual meeting. A person who has been convicted of any felony by any court of record in the United states and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a Director is ineligible for Board membership due to having been convicted of a felony.

3.1 Election. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Section 718.301, Florida Statutes to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Section 718.301, Florida Statutes . Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in the Condominium Act and the Florida Administrative Code effective as of the date of adoption of these Bylaws. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Section 718.301, Florida Statutes, any member of the board of administration may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall

of Board members shall operate in accordance with Section 718.112(2)(j), Florida Statutes.

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to subparagraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.

(e) Until such time as Developer transfers control of the Association to the Unit Owners, Developer shall have the right to appoint one member to the Board of Directors of the Stonebridge Village Master Association, Inc. ("Master Association"). Thereafter, the Board of Directors of the Association shall have the right to appoint one member of this Association to the Board of Directors of the Master Association.

3.2 Director's Term. The term of each director's service, subject to the provisions of Section 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for two year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular Meeting. Regular meeting of the Board of Directors 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 telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. The meeting shall be open to all Unit Owners.

3.5 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. The meeting shall be open to all Unit Owners.

3.6 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8 Adjourned meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.9 Joinder by Director. A director who is present at a meeting is presumed to have assented to an action unless he votes otherwise. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.11 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;

- (g) New business; and
- (h) Adjournment.

3.12 No Fee for Service. A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 Telephone or Other Attendance. A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone or other media with all other Directors.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Powers and Duties of Association. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act:

- (a) To enter into a long-term management contract, providing for the management of the Condominium Property and of the Association Property;
- (b) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium (if approved by the Owners), not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law;
- (c) To lease, maintain, repair and replace the Common Elements and Association Property;
- (d) To purchase or lease real and personal property in the Association's name;
- (e) To maintain minutes of all meetings of the Unit Owners and the Board of Directors (The minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the

Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years);

- (f) To create and promulgate reasonable rules and regulations for the operation of the Condominium;
- (g) To adopt a budget for the Association.
- (h) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that: (i) the term of period of such contracts shall not exceed three (3) years; (ii) the contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party; and (iii) the Board shall have no obligation to provide such services; and
- (i) 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.
- (j) To enter into easement agreements with the Master Association for the uniform maintenance of all the grounds and improvements constituting a part of the Stonebridge Village Community.

4.2 Right of Access. The Association has the irrevocable right of access to each unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

5. OFFICERS

5.1 Officers. The officers of the Association shall be a President and Vice President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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 directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

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

5.6 No Compensation. No Compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to

reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve Accounts. Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in Section 718.112(2)(f), Florida Statutes.

(c) Operations. Operations which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Sections 718.111, 718.112 and 718.504(21), Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner last furnished to the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board shall call a special meeting of the Unit Owners within twenty-one (21) days after adoption of the annual budget, upon not less than fourteen (14) days written notice to each Unit Owner. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on

a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. 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 payments on such assessment shall be due and payable in the same manner as the prior 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 as determined by the Board of Directors. 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.

6.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining quarterly balance of the assessment upon notice to the Unit Owner, and the then unpaid quarterly balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Depository. The depository of the Association shall be such bank or savings and loan association 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 such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Audit. An audit of the accounts of the Association shall be made within ninety (90) days of the Association's fiscal year end. A copy of any audit report received as a result of an audit shall be made available to each member of the Association, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, and any prospective purchaser of a Unit

at the office of the Association at reasonable hours, and furnished to any agency or corporation which has an interest or prospective interest in the Condominium, upon written request. Additionally, within twenty-one (21) days after the financial report is received by the Association, the Association will mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice that a copy of the financial report will be mailed to the Unit Owner, upon receipt of a written request from the Unit Owner. The audit, as used herein, is not intended to be a certified audit, but need only be a summation of the year's transactions.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the public records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an

amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 Format of Amendment. No Bylaws 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. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the Bylaws may be changed in accordance with Section 718.112(2)(h), Florida Statutes.

8.4 Approval of Amendments by Veterans' Administration ("VA") and Federal Housing Administration ("FHA"). For so long as the Developer is in control of the Association, all amendments to the bylaws shall to be subject to the approval of the VA/FHA.

9. FINES, LEVY AND FORECLOSURE

9.1 Power to Levy Fines. The Board of Directors of the Association shall have the power and authority to levy fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property.

9.2 Procedures. In the event a fine is to be levied, the following procedure shall be followed:

- (a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than fourteen (14) days, and said notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and
 - (3) A short and plain statement of the matters asserted by the Association.

- (b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- (c) The hearing shall be conducted before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.
- (d) The fine may not become a lien against the Unit. The amount of the fine must be in compliance with Section 718.303(3), Florida Statutes.

10. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of the Units' compliance with applicable fire and life safety codes.

11. ARBITRATION

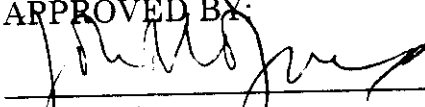
In the event of a dispute between the Association and one or more Unit Owners, each party shall submit to mandatory, non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

12. RESPONSE TO INQUIRY

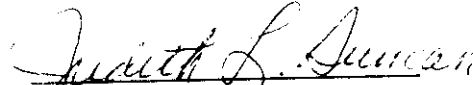
When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board will respond in writing to the Unit Owner within thirty (30) days of the inquiry. The Board's response will either: (i) give a substantive response, (ii) notify the Unit Owner that legal advice has been requested, or (iii) notify the Unit Owner that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the 15th day of August, 2001.

APPROVED BY:



John Molyneaux
President



Judith Duncan
Secretary

PREPARED BY AND RETURN TO:

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JIM FULLER
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TRUST FUND \$ 46.00
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RECORDING \$ 365.00
CERTIFY \$ 1.00

DECLARATION OF CONDOMINIUM
OF
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
OF VISTAS AT STONEBRIDGE VILLAGE I**

THIS DECLARATION OF CONDOMINIUM is made as of the 17th day of AUGUST, 2001 (the "Declaration") by **PULTE HOME CORPORATION**, a Michigan corporation, having a mailing address of 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Duval County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands described as PHASE I land and improvements to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME AND DESCRIPTION OF CONDOMINIUM PROPERTY.

The name by which this condominium is to be identified is:

VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM (the "Condominium").

1.1 This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes, with Phase I consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A" attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase I of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "B" attached hereto. Upon completion of each building with Phase I, a surveyor's certificate will be recorded certifying that such building, including all Units and their appurtenant Common Elements are substantially complete and an amendment to the surveyor's certificate shall be recorded upon the substantial completion of the remaining buildings in the Phase.

1.2 The impact, if any, which the completion of any subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the fractional share ownership per Unit of the Common Elements and fractional share obligations of the Common Expenses and increase the Common Elements.

1.3 If Developer determines to construct the remaining phases (the "Subsequent Phases"), they must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the Declaration. All improvements in any Subsequent Phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed Subsequent Phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed Subsequent Phase shall consist of the real property legally described and the Units in the buildings and other improvements as shown on Exhibits "A-II" and "A-III" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase I is described in paragraph 1.5(a) below. The Subsequent Phases, if added, will consist of the number of Units as described in paragraph 1.5(b) below.

1.5 The number, minimum, maximum and general size of Units to be included in each phase are as follows:

(a) Phase I when constructed, shall consist of twenty four (24) Units in three (3) buildings of eight (8) Units each, more particularly described as follows:

<u>Model Name</u>	<u>Square Footage of Heated and Air Conditioned Space</u>	<u>Number of Bedrooms</u>	<u>Number of of Bedrooms</u>	<u>Number of Units in Building</u>
Sicily	1659	3	2 ½	2
Sardinia	1670	3	2 ½	4
Corsica	1538	2	2 ½	2

(b) Phases II and III if constructed, are planned to consist of five (5) buildings, with each building having eight (8) Units each; provided however, that the Developer reserves the right to construct a minimum of four (4) and a maximum of six (6) buildings in each subsequent phase with a minimum of thirty six (36) and a maximum of forty four (44) units in each of the subsequent phases. At this time the Developer intends to build the same Unit types, square footages, number of bedrooms and bathrooms in the

buildings in the Subsequent Phases, but reserves the right to modify the buildings as more full set forth below.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases II and III to allow the Developer the flexibility of varying the type and size of floor plans to be used in the buildings of Phase II and Phase III, including, but not limited to, increasing or decreasing the square footage of the Units above or below the range set forth above, and to vary the type, style, location and size of the buildings in such Subsequent Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase.

1.6 Each Unit's fractional ownership in the Common Elements shall be equal to all other Units. As each phase is added, each Unit shall own a fractional share in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Stonebridge Village Master Association, Inc. ("Master Association") and in the Vistas at Stonebridge Village Condominium Association I, Inc. ("Association").

1.8 The ownership of the Common Elements attributable to each Unit would be that Unit's fractional share ownership, as set forth in paragraph 1.6 and Exhibit B. If any phase or phases are not developed and added as part of this Condominium, said fraction shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.9 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.10 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of Phase I, nor is the Developer obligated to construct the Subsequent Phases. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land shall (i) be encumbered or in any way affected by this Declaration, or (ii) be part of the Condominium unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an amendment among the public records of the County. Subsequent

Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence. At the time of annexation of a Subsequent Phase, all improvements within a building in the Phase shall be substantially complete, upon completion of the remaining building(s), an amendment to surveyor's certificate will be recorded. The Developer shall have the right, at any time, to develop the Subsequent Phase Land as a different condominium, with different size units or density of units or with any other type of residential dwelling unit. There is no guaranty that any adjacent development will be consistent with the design of Phase I.

1.11 Time share estates shall not be a part of this Condominium.

1.12 During the construction of this Condominium and any Subsequent Phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property including the Common Elements and the Master Association Common Property (as hereinafter defined), for the construction, marketing and sale of Units.

1.13 No Subsequent Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be reasonably withheld if the Subsequent Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

2. DEFINITIONS.

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act and as follows, unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes as written as of the date of recording of this Declaration.

2.1 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., a corporation not for profit, and its successors, and as further defined in Section 718.103(2), Florida Statutes.

2.3 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.4 Common Elements shall include:

- (a) All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.
- (b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.
- (c) All Condominium Property not included in the Units.

2.5 Common Expenses shall include:

- (a) Expenses of administration and management of the Association and of the Condominium Property and Association Property.
- (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, any Limited Common Elements, and of any portions of Units to be maintained by the Association.
- (c) The costs of carrying out the powers and duties of the Association.
- (d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.
- (e) Any valid charge against the Condominium Property as a whole.
- (f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Sections 718.111 and 718.114, Florida Statutes.
- (g) Assessments charged the Association or costs incurred by the Association in the operation, management, maintenance and repair of the stormwater system as permitted by the St. Johns River Water Management District ("District"), including lakes, retention areas, water management areas, ditches, canals, culverts, structures, related appurtenances, drainage structures and drainage easements.

2.6 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.7 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.8 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, including the Subsequent Phase Land if and when it is subjected to the terms and conditions of this Declaration, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.9 Developer means Pulte Home Corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of the Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon transfer of control of the Association.

2.10 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall hold or guaranty mortgage on the Condominium Parcel, including, without limitation, the Developer, if Developer holds a mortgage on a Condominium Parcel.

2.11 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.12 Master Association means STONEBRIDGE VILLAGE MASTER ASSOCIATION, INC., a corporation not for profit, and its successors which is responsible for the operation and maintenance of the Master Association Common Property and such other duties as are from time to time designated in the Master Covenants.

2.13 Master Association Common Property means the land which is or will be improved by the Developer and is or will be subject to use rights for all owners subject to the Master Covenants as maybe supplemented from time to time, all as more fully described in the Master Covenants.

2.14 Master Covenants means the Declaration of Covenants, Conditions, Restrictions and Easement for Stonebridge and Notice of Assessments for Stonebridge Master Association, Inc., recorded in Official Records Book 10116, page 967, of the current public records of Duval County, Florida.

2.15 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.16 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.17 Stonebridge Village Community means the lands and the improvements thereon which are from time to time subjected to the Master Covenants.

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

2.19 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.20 Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of the County, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

2.21 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.22 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

Exhibits attached to this Declaration of Condominium shall include the following:

- 3.1 (a) Exhibit "A" - The legal description of the land described as Phase I and submitted by this Declaration to the condominium form of ownership and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit. Upon substantial completion of a building and its appurtenant Common Elements, a surveyor's certificate will be attached to Exhibit "A" and will be amended as each Building is substantially completed.
- (b) Exhibits "A-II" through "A-III" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phase II and Phase III, together with a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.
- 3.2 Exhibit "B" - The fractional shares of ownership schedule of the Common Elements, Common Surplus and Common Expenses.
- 3.3 Exhibit "C" - The Articles of Incorporation of the Association.
- 3.4 Exhibit "D" - The Bylaws of the Association.

4. EASEMENTS AND RESERVATIONS.

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, the Association, and the Master Association, their successors and assigns, as follows:

- 4.1 Master Association Easements. The Condominium Property shall be subject to the Landscaping, Hardscaping, Use and Maintenance Agreement recorded at Official Records Book 10116, page 1178, in the public records of Duval County, Florida.

This easement grants to the Master Association the right and obligation to maintain the land constituting the Condominium Property from the boundary up to but not including the building façade so that all grounds within the Stonebridge Village Community are maintained in a uniform manner. Each Unit Owner shall have as an appurtenance to ownership of each Unit an easement for ingress, egress and enjoyment of all Master Association Common Property all as more fully set forth in the Master Covenants.

4.2 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Directors and the affected Unit Owners. Further, it is understood and acknowledged that other properties adjacent to the Condominium may connect to the utility systems within the Condominium.

4.3 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.4 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Master Association Common Property as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

4.5 Easements and Reservations for Developer and Master Association for Ingress, Egress and Utilities. There is reserved in the Developer and the Master Association, their successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to condominium ownership hereunder for the benefit of the Developer and the Master Association, their successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit.

Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. There is reserved in the Developer and the Master Association the right of ingress and egress over all of the Condominium.

4.6 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units (including Units designated as a sales office and/or model Unit) and all recreational facilities for the marketing, sale, and advertising of all Units constructed. For so long as the Developer owns an interest in any land within the Stonebridge Village Community with the intention to sell Units, the Association and the Association's management company is prohibited from restricting access to the Stonebridge Village Community, including without limitation, this Condominium, by agents or sales prospects, including without limitation, any decision to close the limited access gate during daylight hours until all Units or Lots have been conveyed to Owners within the Stonebridge Community. This reservation is made notwithstanding the use restrictions set forth in paragraph 12, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in any land within the Stonebridge Village Community with the intention to sell Units to the public.

4.7 Easement through Interior Walls, Ceilings and Under Units. The Association and adjoining Unit Owners shall have easements in and through all interior walls, through the area between the ceiling and the roof and under the Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, ceilings or under the Units as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.8 Permits, Licenses and Easements over Common Elements. In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Elements for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.9 Easements for Benefit of Subsequent Phase Land. The Developer reserves for itself, its successors, nominees and assigns, a perpetual nonexclusive easement for the installation, maintenance, operation and connection of utilities and for stormwater drainage over and across the Condominium Property, including any Subsequent Phase Land and any land subjected from time to time to the Master Covenants for the benefit of itself, the owner of the Subsequent Phase Land and the adjacent land, their successors and assigns. The Developer further reserves the

right to terminate the rights created by this paragraph, which termination shall not require the consent of any person(s) and shall automatically be exercised at such time as Developer records a Notice of Termination regarding the rights created by this paragraph among the public records of the County. As of the date hereof, Developer is the fee simple owner of all of the Condominium. However, it is Developer's intent that the rights created by this paragraph not merge with Developer's fee simple interest in the Condominium; instead, Developer, as well as any person or persons hereafter possessing any right, title and interest in the Subsequent Phase Land or the land from time to time subjected to the Master Covenants or adjacent land, shall be entitled to exercise the rights created by this paragraph, until such rights are terminated by Developer as provided above.

4.10 Recorded Easements and Licenses. The Condominium Property shall be subject to all easements and licenses as shown on any recorded plat affecting the Condominium Property and to any other easements or licenses of record or of use as of the date of recordation of this Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium have been set forth on Exhibit "A" attached hereto. In addition, the Condominium Property is subject to all easements created or permitted by this Declaration or the Master Covenants.

5. UNIT BOUNDARIES.

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.
- (b) Lower Boundaries - The lowest surface of the unfinished floors of the Unit.

5.2 The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the Plat, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

5.3 Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes,

wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

5.4 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS.

6.1 Appurtenances. There shall pass with each Unit as appurtenances thereto the following:

(a) The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association and Master Association, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

(b) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(c) Membership of the Unit Owner in the Association and the Master Association, and the right to use and to access the Master Association Common Property as defined in the Master Covenants, subject to the rules and regulations as adopted from time to time by the Association and the Master Association.

(d) A perpetual, non-exclusive easement for ingress and egress by the Owners, their families, guests, tenants, servants, agents, invitees and lessees over streets, walks, and other rights-of-way, including the Association Property and the Master Association Common Property as defined in the Master Covenants, serving the Units of the Condominium, necessary to provide reasonable access to the public ways and for unassigned parking of permitted vehicles within the designated parking areas.

(e) An exclusive easement for the use of such Limited Common Elements as may be designated in this Declaration or in the deed conveying the Unit.

6.2 Limited Common Elements. Each Unit shall have an exclusive use right for Limited Common Elements as follows:

(a) Covered Patios and/or Balconies. The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

(c) Driveways. The driveways shall be a Limited Common Element of the Unit having direct and exclusive access thereto.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT.

Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

7.1 Units:

(a) By The Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements and Limited Common Elements, except as provided in paragraph 7.1(b)(1).

(2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a)(1), (2) and (3) above.

(5) The Association shall clean the exterior windows and repair any leaks which are not accessible to the Unit Owner at least once a year.

(6) The Association shall replace garage doors from time to time as such replacement is needed. Provided that if the need for replacement is caused by the Unit Owner or his family, guests or invitees, the cost of replacement shall be paid by the Unit Owner.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including, but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, screen enclosures, if properly constructed, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Units and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

Unit Owners shall be responsible for the maintenance and repair of garage doors on a day to day basis.

(2) To promptly report to the Association or Master Association any defect or need for repairs for which the Association or Master Association is responsible.

(3) In the event a Unit Owner shall be permitted to enclose the patio or balcony attached to his Unit in a manner approved by the Association and Master Association, then, notwithstanding that the patio or balcony is considered a Limited Common Element, the Unit Owner shall nevertheless be responsible for the cost, repair, maintenance and replacement of any enclosure on the patio or balcony and also the costs incurred should the Association be required to repair the patio or balcony or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

7.2 Alteration and Improvement. (a) After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements without the prior approval of seventy-five percent (75%) of the total voting

interests of the Association. The cost of such material alteration or improvement shall be a Common Expense and so assessed. Any such material alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

(b) Subject to the restrictions set forth in Article 12, no Unit Owner shall make any addition, alternation, or improvements in or to his Unit, the Common Elements, or the Limited Common Elements, and no fence, wall, gate, enclosure, or other structure or improvement may be erected, installed, maintained, or removed on the Condominium Property or the Master Association Common Property, until the design, construction, specifications, and a plan showing the location of the structure have been approved in writing by the Board of Directors (or an architectural review committee appointed by it) as to quality, design and materials, harmony with existing structures, and location with respect to topography and finished grade elevation. Such approval of the Board of Directors (or its designee) shall not be required in the event that the Board of Directors (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same together with all the information required by the Association in order to make its determination. In addition, any such alteration, addition, or improvement which is visible from the exterior of the Condominium Parcel shall be subject to the approval of the Architectural Control Committee of the Master Association ("Master Association ACC") as provided in the Master Covenants. Any Unit Owner desiring to make such addition, alternation or improvement shall submit duplicate copies of the plans and specifications to the Association and, if applicable, to the Master Association ACC. The Master Association ACC shall have sixty (60) days to review such plans and specifications. In the event of a conflict between the Association and the Master Association ACC, the decision of the Master Association ACC shall prevail. Nothing contained in this Section shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. In no event shall a Unit Owner make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the Condominium building containing his Unit, or impair any easement.

A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Master Association ACC, Master Association, and any manager of the Condominium, together with all their officers, directors, partners, and all other Unit Owners, harmless from any

liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof, as may be required by the Association. The provisions of this Article shall not apply to the Developer.

7.3 Hurricane Shutters. The Board of Directors may, from time to time, establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass or indoor window film. Subject to the provisions hereof, the Association shall approve the installation or replacement of hurricane shutters or laminated glass and/or window film as applicable, conforming with the Board's specifications. The Board may, with the approval of the majority voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may (without regard to approval of the membership) maintain, repair or replace such approved shutters or glass whether on or within Common Elements, Limited Common Elements, or Units; provided, however, that if laminated glass and/or window film in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection is installed, the Board will not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall remain open unless and until a storm or a storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare a Unit prior to departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the names of such firm or individual.

8. ASSOCIATION ASSESSMENTS AND COMMON EXPENSES.

8.1 Common Expenses. The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. The annual Assessment for each Unit shall commence when such Unit is made subject to the terms and conditions of this Declaration and shall initially be payable monthly in advance; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective fractional shares for the following purposes: (i) if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer (see paragraph 8.6 hereof); (ii) for the costs incurred by the Association for specific purposes of a nonrecurring nature which are not capital improvements; or (iii) costs incurred by the Association for the acquisition,

installation, construction or replacement of any capital improvements located or to be located within the Common Elements. Unless waived pursuant to Section 718.112(2)(f), Florida Statutes, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment. In addition to the reserves which may be required to be maintained by the Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

8.2 Liability for Assessments. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments while he is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of Institutional Mortgagees acquiring title through foreclosure or deed in lieu of foreclosure shall be limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, Association Property, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. The Association may charge an administrative late fee, in addition to interest, on any late Assessment payments not to exceed the maximum amount permitted under the Condominium Act. No Institutional Mortgagee is required to collect Assessments. Failure to pay Assessments shall not be deemed a default under any mortgage, except as provided in the mortgage instrument.

Any unpaid share of Common Expenses or Assessments for which an Institutional Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including the acquirer of the Condominium Parcel, his successors and assigns. An Institutional Mortgagee may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. Nothing contained herein shall abridge or limit the right or responsibilities of Institutional Mortgagees as set forth in the Condominium Act.

8.3 Assessments. The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of five percent (5%) of the sum due but, not to exceed \$25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the public records of the county where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by said lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

8.4 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.5 Subordination of Lien. The lien for Assessments or other charges that the Association has on a Unit is subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due.

8.6 Developer's Responsibility for Assessments. The Developer guarantees that the assessment for Common Expenses for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of \$60.00 per month and \$720.00 per year beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of

the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period; provided however, the Developer shall pay any amount of Common Expenses which are not produced by the Assessments paid by the Unit Owners, other than the Developer, at the guaranteed amount. Provided also, so long as the Association had maintained all insurance coverages required by Section 718.111(11) (a) Florida Statutes, the Common Expenses incurred during the foregoing period resulting from a natural disaster or an Act of God, which are not covered by insurance proceeds from insurance maintained by the Association may be assessed against all Unit Owners owning Units in accordance with their share of Common Expenses on the date of such natural disaster or Act of God, including the Developer. Developer reserves the right, but not the obligation, to extend the period of its guaranty for two (2) additional years.

The Developer will vote not to levy or fund reserves for one year from the date of closing on the first Unit or when the Developer no longer controls the Board of Directors, whichever first occurs. The Developer shall reserve the right, but not the obligation, to vote to waive the reserves for a second year pursuant to the provisions of Section 718.112(2)(f) of the Condominium Act. Thereafter, the non-Developer Unit Owners may determine, by a majority vote, whether to fully or partially fund the reserves.

Each Unit Owner shall also be required to pay assessments to the Master Association, which for the calendar year 2001 are \$90.00 per month and \$1080.00 per year. There is no Developer Guaranty of such amounts.

9. ASSOCIATION.

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Right in Association. Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D" and made a part hereof.

9.4 Restraint Upon Assignment of Shares and Assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in paragraph 2.2 herein and shall be a corporation not-for-profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Sections 718.111 and 718.114, Florida Statutes.

9.7 Association's Access to Units. The Association and its authorized agents shall have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes making repairs or otherwise maintaining the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

10. INSURANCE.

The insurance that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Institutional Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the Institutional mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their

Unit not covered by the Association and for their personal liability and living expenses including without limitation, those matters in Section 10.3(a)(3) and such insurance shall not be the responsibility of the Association.

10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(3) Hazard policies issued to protect Condominium Buildings shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owner as a group to a Unit Owner.

(c) Worker's Compensation. Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance. Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Other. Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

(g) Insurance / Fidelity Bond. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds 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 term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Institutional Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee as Trustee or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration (hereinafter referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their Institutional Mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Institutional Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined in paragraph 11.1(b) and 11.6(b)(2) or until there shall have been a request by an Institutional Mortgagee for such appointment.

10.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a

covenant for the benefit of, and may be enforced by, the Institutional Mortgagee of a Unit.

(d) In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged or taken by casualty or by condemnation or deed in lieu thereof, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements or Minor Damage or Condemnation. If the damaged or taken improvement is a Common Element and/or Limited Common Element, or if the damaged or taken improvement is a building in which less than sixty percent (60%) of the Units to which the Common Elements are appurtenant are untenable, then the damaged or taken property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Major Damage. If the damaged or taken improvement is a building, and if Units to which sixty percent (60%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged or taken property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty percent (80%) of the Common Elements and fifty-one percent (51%) of the Eligible Institutional Mortgagees agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged or taken property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by

the Board of Directors of the Association, and if the damaged or taken property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty percent (80%) of the Common Elements, including the Owners of all damaged Units, together with the approval of fifty-one percent (51%) of the Eligible Institutional Mortgagees shall be required, which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage or taking is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair after casualty or taking. In all other instances, the responsibility of reconstruction and repair after casualty or taking shall be that of the Association. Each Owner hereby appoints the Association to be attorney-in-fact in any negotiating settlements or agreements.

11.4 Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance or condemnation are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in the case of damage or taking of Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage or taking of Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty or taking shall be paid to the Association or Insurance Trustee for the benefit of the Owners or the Institutional Mortgagees. They shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance or condemnation collected on account of casualty or taking, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty or taking shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by an Institutional Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs pursuant to the approval of an architect selected by the Board of Directors.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the Institutional Mortgagee jointly, who may use such proceeds as they may agree.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any Institutional Mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order

of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Institutional Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS.

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Home-based occupations that meet all applicable zoning requirements may be operated out of the Units, provided, that: (i) there are no employees working within the Units, (ii) no signage and (iii) such use meets all other municipal code requirements.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. No alterations may be made by a Unit Owner to exterior landscaping and no additional gardens or plantings may be installed with respect to exterior landscaping. Kickplates added to patio screen doors must be approved by the Association and the Master Association ACC prior to installation.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the costs of insurance

upon the Condominium Property. Normal construction activities shall not be considered to violate the terms and conditions of this Section.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

12.5 Leasing of Units. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented and no transient tenants shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. No lease shall be for a period of less than seven (7) calendar months. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, the Rules and Regulations of the Association and the Master Covenants pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws and the Master Covenants, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenants, which covenant shall be an essential element of any such lease or tenancy agreement.

12.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association and Master Association ACC except that the Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units.

12.7 Prohibited Parking and Vehicles. Each Unit may have only two cars associated with it. One must be parked in the garage and the other in the driveway. No vehicles may be parked on the drives or streets in Stonebridge Village, except on a temporary basis. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association and Master Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it, has equipment affixed to it, or is used in a trade or business. No campers, recreational vehicles, boats or boat trailers may be parked or stored on the Condominium Property. Motorcycles may be parked on the

Condominium Property only with the written consent of the Board of Directors of the Association.

Each Unit shall only be permitted to have two vehicles associated with it. Without limiting any of the foregoing provisions, one vehicle shall be parked in the garage and one vehicle shall be parked in the driveway of the Unit. No vehicles shall be parked in the streets or drives, except on a temporary basis.

12.8 Children. Children shall be allowed to reside in the Units, provided that an adult shall supervise any children on the Common Elements and the Master Association Common Property.

12.9 Alteration of Exterior Appearance. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors of the Association and the Master Association ACC. All such window treatments, if approved, shall have an exterior appearance of white or off white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors and the Master Association ACC.

12.10 Use of Doors, Windows, Patios. No articles shall be hung or shaken from the doors, windows, or patios. No articles shall be placed upon the outside window sills or outside of patio railings of the Units. Patios are not to be used for storage.

12.11 Grills and Broilers, etc. Charcoal grills and broilers or open flame charcoal burners or grills are not permitted to be used on patios or in any of the Common Elements; provided however, that gas and electric grills are permitted to be used on the patios, in accordance with applicable laws and ordinances and such rules and regulations as may be approved from time to time by the Board of Directors.

12.12 Storage. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.13 Pets. Unit Owners are granted a license to maintain not more than a total of two (2) pets, which must be either dogs or cats. This license may be revoked by the Board of Directors of the Association or the Master Association and no pet will be permitted on the Condominium Property or Master Association common Property which creates a nuisance. All animal waste must be properly disposed of by the Unit Owner. Further, pets such as birds or fish which are kept wholly within the Unit may be maintained, provided that if any such pets become a nuisance, the Board of Directors of the Association or the Master Association shall have the right, but not the obligation, to require their removal. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Condominium Property, including, without limitation, the size or weight of such

pets, requirements that all animals be leashed. Neither the Board, Developer, the Association nor the Master Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing in rules and regulations governing pets and any Unit Owner maintaining a pet on the Condominium Property shall indemnify and hold the Association, Master Association, Developer, each Unit Owner and the Boards harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Condominium Property or Master Association Common Property.

12.14 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper location for pick-up on designated pick up days.

12.15 Satellite Dishes. Satellite dishes or similar equipment for the reception of television signals, shall be permitted, if located within the Unit's patio or balcony and if the location and screening are approved by the Association and the Master Association ACC, in accordance with federal law.

12.16 Rules and Regulations. Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Association shall have the right to enforce all restrictions set forth in this Article and in the Declaration in any manner it deems necessary, including without limitation injunctions, suits for damages, or fines. In the event the Association fails to properly enforce any provisions of this Declaration, the Master Association shall have the right to enforce this Declaration pursuant to any rights granted herein or in the Master Covenants.

12.17 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within the Stonebridge Village Community, and the display of signs.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such

rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations.

13. STORMWATER MANAGEMENT SYSTEM.

13.1 **Blanket Easement.** The plan for the development of the Stonebridge Village Community includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the St. Johns River Water Management District, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Condominium Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, the Master Association and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Condominium and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

13.2 **Maintenance.** The Master Association shall operate, maintain, and repair the Stormwater Management System as set forth in the Master Covenants.

14. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

14.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. There shall be no absolute liability imposed on such Owner.

14.2 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, before, at trial or appellate levels and administrative hearings, in bankruptcy or in post-judgment collection.

14.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

15. AMENDMENTS.

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.2 Resolution – Notice. A resolution made by the Board for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3 Resolution – Voting. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be by not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association.

15.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all Institutional Mortgagees on such Unit shall join in the execution of the amendment. Any vote to amend the Declaration of Condominium relating to a change in the fractional share of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Neither shall an amendment make any change in the paragraph entitled "Insurance" nor in the paragraph entitled

"Reconstruction or Repair After Casualty" unless fifty one percent (51%) of the Eligible Institutional Mortgagees (as hereinafter defined) of any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Master Association without the written consent of the Master Association.

15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

15.6 Amendments to Add a Subsequent Phase. Developer may execute and record an amendment to this Declaration subjecting a Subsequent Phase to the Declaration without the further consent of any Owner, the Association, or any Institutional Mortgagee.

15.7 Stormwater Management System. Any amendment of this Declaration which alters or affects the Stormwater Management System, including the water management portions of the Association Property, beyond maintenance in its original condition, must have the prior written approval of the District.

15.8 Scrivener's errors. Prior to the transfer of control of the Association, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the right of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Master Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed Institutional Mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the transfer of control of the Association, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or the Institutional Mortgagees.

16. TERMINATION.

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

16.1 Destruction. If it is determined as provided herein that all the Buildings shall not be reconstructed because of major damage or taking by condemnation or deed in lieu thereof, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Institutional Mortgagees. "Eligible Institutional Mortgagee" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

16.2 Agreement. The Condominium may be terminated at any time by the approval in writing of seventy-five percent (75%) of record Owners of Units and Eligible Institutional Mortgagees. The Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") before taking any action to terminate the Condominium. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of seventy-five percent (75%) of Eligible Institutional Mortgagees, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The Option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in

accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

16.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within 30 business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

16.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

18. RULE AGAINST PERPETUITIES.

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

19. JOINDER AND CONSENTS.

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

20. ENFORCEABILITY.

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated. The terms and conditions of this Declaration may be enforced by the Developer, the Association, and any Owner.

21. PARTITION.

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units. Shares in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

22. MASTER ASSOCIATION.

22.1 Rights of Master Association. The rights of the Master Association are as follows:

(a) The Master Association represents residents of the Stonebridge Village Community generally, including residents of the Condominium. Its members are those persons appointed or elected in accordance with the Articles of Incorporation and Bylaws of the Master Association. The Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Condominium Property and with respect to the Stonebridge Village Community as set forth in this Article and as more particularly described in the Master Covenants.

(b) The Master Association shall be entitled to charge each Unit Owner an assessment for expenses incurred or to be incurred by the Master Association in fulfillment of its maintenance, operation and management responsibilities for the Master Association Common Property within the Stonebridge Village Community.

The Master Association Common Property may include, to the extent such facilities may be made available, common roads and roadways, swimming pools, cabanas, lakes, sidewalks, pavilions and public squares, walking paths or trails, bicycle paths, and transportation facilities throughout the Stonebridge Village Community. The Master Association is not obligated to provide any of the foregoing, but may, in its sole discretion, elect to do so from time to time. The Master Association may provide certain services including restricted access gates, roving patrols, limited access gates, and protection, maintenance buildings, police equipment and fire fighting equipment and buildings used in maintenance functions, emergency health care, including ambulances and emergency care medical facilities, lakes, playing fields, wildlife areas, fishing facilities, and other recreational facilities of any kind or nature serving Stonebridge Village Community, water irrigation and sewage facilities, lighting of roads, sidewalks, walking paths, garbage and trash collection and disposal, insect and pest control, legal, accounting and other administrative expenses, and such other costs and expenses and obligations as the Master Association may deem necessary or desirable to perform any of the functions or services to be provided for the common benefit of property owners in Stonebridge Village Community. The enforcement and collection of such assessments is more fully set forth in the Master Covenants. The Master Association shall be entitled to collect such assessments through the Association and shall have a lien right upon the individual Units to enforce collection of such assessments, which shall also be enforced as a personal obligation of each Unit Owner.

(c) If for any reason the Association shall refuse to perform the obligations imposed on it under this Declaration or the Master Covenants, the Master Association shall be authorized to act for and on behalf of the Association in the respect that the Association has refused or failed to act. Any expenses thereby incurred by the Master Association shall be reimbursed by the Association.

(d) This Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the Master Association.

(e) Without the prior written consent of the Master Association, no permanent improvements other than as set forth and shown in the Exhibits to this Declaration shall be constructed on the Condominium Property, and no substantial or material alterations of the exterior of any Building or the topography of the Condominium Property shall be made.

(f) The Developer, the Master Association, and their respective agents and employees shall have the reasonable right of ingress and egress to the Condominium Property for the purpose of preserving, maintaining or improving the common roadways and providing access to public roads, lakes or other similar areas (whether within or without the Condominium Property), although nothing stated

herein shall require the Developer or the Master Association to maintain any such properties located within the Condominium Property.

23. LIMITATION OF LIABILITY.

23.1 Unit Owner Liability. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws.

A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his or her pro rata share of that liability in the same fractional share as his interest in the Common Elements, and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

23.2 Association Liability. Notwithstanding anything contained in this Declaration, the Articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association ("Property Documents"), neither the Developer nor the Association will be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, licensees, agents, servants, contractors or subcontractors, nor for any property of such persons. There is an unstaffed gate at the entrance to the Master Association Common Property, which is intended to limit access to the Stonebridge Village Community and the Condominium Property, subject to the Developer's rights to access the Condominium Property as set forth in Sections 4.4, 4.5 and 4.8. The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Association or Master Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

(a) It is the express intent of the Property Documents that the various provisions of the Property Documents which are enforceable by the Association and which govern or regulate the use of Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Developer nor the Association is empowered to enforce or ensure compliance with the laws of the United States, the State of Florida or the County or any other jurisdiction or to prevent tortious activities by Owners or third parties.

(c) The provisions of the Property Documents setting forth the uses of the Condominium Property which relate to health, safety or welfare will be interpreted as limitations on the uses of such funds and not as creating a duty of the Association or the Developer to protect or further the safety or welfare of the persons even if such funds are used for such purposes.

(d) Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

23.3 Legal Action Against the Association. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene in and defend any action arising therefrom.

23.4 Owner Covenant. Each Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each other person or entity having an interest or lien upon, or making the use of, any portion of the Condominium Property, by virtue of accepting such interest or lien or by making use thereof, will be bound by this paragraph and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Association or the Developer arising from or connected with any matter for which the liability of the Association or the Developer has been disclaimed in this paragraph.

23.5 Noise Disclaimer. Each Owner, by acceptance of a deed or other conveyance of his or her Unit, acknowledges and agrees that sound transmission in a multi-story building, such as a condominium, is very difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Units and other portions of

the Condominium Property or Stonebridge Village Community and each Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

24. REQUIREMENT OF FNMA, FHLMC, VA AND HUD.

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U. S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

24.1 Any first Institutional Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Institutional Mortgagee, except as required by Florida Statute.

24.2 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Element of the Condominium Project, unless at least fifty-one percent (51%) of the Eligible Institutional Mortgages (based on one vote for each first mortgage owned), and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;
- (c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the

Condominium Project shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for more than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;

(f) Change the voting rights appertaining to any Unit; and

(g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of Institutional Mortgagees.

Notwithstanding the foregoing, if an Institutional Mortgagee fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

24.3 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Parcel as a whole.

24.4 For so long as the Developer controls the Association, and provided that the Federal Housing Administration or Veteran's Administration has guaranty of a mortgage on a Unit, annexation of additional properties (other than Subsequent Phase amendment of this Declaration), amendment of Declaration, or dedication of the Common Elements or Association Property shall require the approval of HUD or VA.

24.5 Upon written request, the Association shall furnish the following notices to the Institutional Mortgagee of any Unit in the Condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable Unit.

(b) Notice of any delinquency and the payment of the Assessments or charges more than sixty (60) days past due as to the applicable Unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25. MERGER AND CONSOLIDATION.

As provided by Section 718.110(7), Florida Statutes this Condominium shall be entitled to merge or consolidate with any other condominium. The Board shall notify the Division before taking any action to merge or consolidate the Condominium. Said merger or consolidation shall allow the operation of the period though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefor in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Sections 718.116 and 718.302, Florida Statutes. Such merger or consolidation shall be complete upon compliance with Section 718.110(7), Florida Statutes and may be subject to the approval of the VA/FHA.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 17th day of August, 2001.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION, a Michigan corporation

Jennifer Leigh Erwin
Print Name: Jennifer Leigh Erwin

By: John D. Molyneux
As Attorney In-Fact

Connie Garden
Print Name: Connie Garden

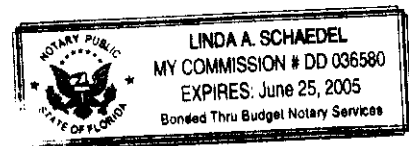
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of August, 2001, by John D. Molyneux, authorized agent of Pulte Home Corporation, a Michigan corporation authorized to do business in Florida, on behalf of the corporation, who is known to me and who did not take an oath.

Linda A. Schaedel
Notary Public, State of Florida
Print Name: LINDA A SCHAEDEL
My Commission Expires: JUNE 25, 2005
Commission No. DD 036580

(Corporate Seal)



**EXHIBIT A
TO DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

The legal description of Vistas at Stonebridge Village I, A Condominium is as follows:

**PHASE I
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

BUILDING 1200
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET; RUN THENCE NORTH $55^{\circ} 47' 37''$ WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH $74^{\circ} 40' 17''$ WEST, A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $07^{\circ} 41' 44''$ WEST, A DISTANCE OF 96.18 FEET TO A POINT ON A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 80.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD OF NORTH $78^{\circ} 18' 25''$ WEST, 80.63 FEET; RUN THENCE NORTH $85^{\circ} 41' 44''$ WEST, A DISTANCE OF 79.71 FEET; RUN THENCE NORTH $07^{\circ} 41' 44''$ EAST, A DISTANCE OF 95.27 FEET; RUN THENCE SOUTH $82^{\circ} 18' 16''$ EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

BUILDING 1300
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $34^{\circ} 12' 23''$ WEST, A DISTANCE OF 100.88 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 161.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD OF NORTH $55^{\circ} 47' 37''$ WEST, 160.00 FEET; RUN THENCE NORTH $34^{\circ} 12' 23''$ EAST, A DISTANCE OF 100.88 FEET; RUN THENCE SOUTH $55^{\circ} 47' 37''$ EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

BUILDING 1400
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET; RUN THENCE SOUTH $34^{\circ} 12' 23''$ WEST, A DISTANCE OF 100.88 FEET; RUN THENCE NORTH $65^{\circ} 45' 48''$ WEST, A DISTANCE OF 99.14 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $15^{\circ} 46' 22''$ WEST, A DISTANCE OF 15.08 FEET; RUN THENCE SOUTH $01^{\circ} 29' 25''$ WEST, A DISTANCE OF 21.76 FEET; RUN THENCE SOUTH $15^{\circ} 46' 22''$ WEST, A DISTANCE OF 54.43 FEET; RUN THENCE NORTH $74^{\circ} 13' 38''$ WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH $15^{\circ} 46' 22''$ EAST, A DISTANCE OF 89.65 FEET; RUN THENCE SOUTH $85^{\circ} 41' 44''$ EAST, A DISTANCE OF 24.48 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 286.50 FEET, AN ARC DISTANCE OF 131.86 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A CHORD OF SOUTH $72^{\circ} 30' 37''$ EAST, 130.70 FEET.

The foregoing property (Phase I) is subject to the following:

1. Subject to wetlands regulated by the St. Johns River Water Management District over portions of the land as outlined on a survey by Robert Angas Associates, dated January 30, 1997.
2. Easement granted to Jacksonville Electric Authority, by instrument recorded in Official Records volume 4118, page 1196 of the current public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville, dated April 8, 1999, recorded in Official Records Volume 9262, page 1342 of the current public records of Duval County, Florida.

Attached to this Exhibit A is the site plan and survey of Phase I as well as the Subsequent Phases of the Condominium Property. Only Phase I is being submitted to condominium ownership. The legal descriptions and graphic depictions of Phases II and III are included for informational purposes only and will not be deemed to be subject to condominium ownership until subjected to the terms and conditions of this Declaration by recording of an amendment for such purposes.

All improvements are proposed.

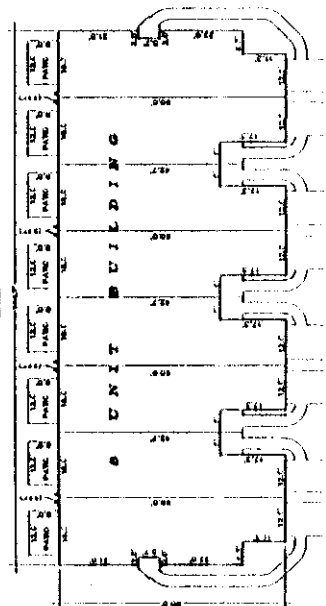
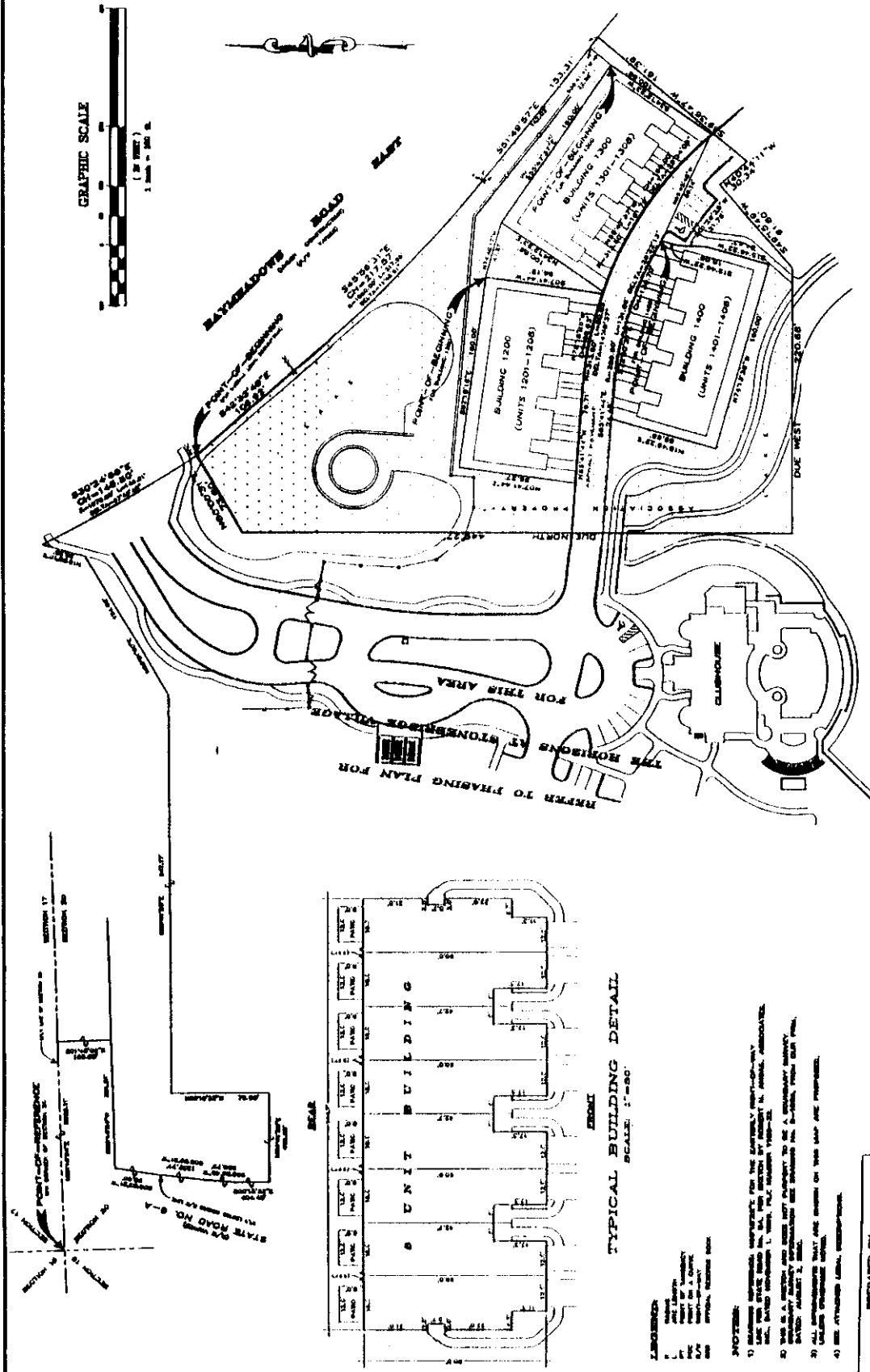
All areas within the dark lines constitute the Units, the Limited Common Elements are delineated with "\\\\" marking, all other property is Common Elements or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements to be constructed in Phase I of the Condominium. The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium; provided however, that the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and Unit types in the Subsequent Phases.

MAP TO SHOW SKETCH OF THE PHASING PLAN OF BUILDINGS 1200, 1300, 1400 AND CONTIGUOUS ASSOCIATION PROPERTY FOR THE VISTAS AT STONERIDGE VILLAGE.

(REVISED JULY 31, 2001)

DATE: JANUARY 18, 2001. A CONDOMINIUM SCALE: 1" = 100'



TYPICAL BUILDING DETAIL SCALE: 1"=80'

- LEGEND:**
- 1. UNIT
 - 2. COMMON AREA
 - 3. DRIVEWAY
 - 4. DRIVEWAY
 - 5. DRIVEWAY
 - 6. DRIVEWAY
 - 7. DRIVEWAY
 - 8. DRIVEWAY
 - 9. DRIVEWAY
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 - 97. DRIVEWAY
 - 98. DRIVEWAY
 - 99. DRIVEWAY
 - 100. DRIVEWAY

NOTES:

- 1) BUILDING FOOTPRINTS SHOWN FOR THE EARLIEST PHASING ONLY.
- 2) BUILDING FOOTPRINTS SHOWN FOR THE EARLIEST PHASING ONLY.
- 3) THIS IS A PRELIMINARY PLAN AND SUBJECT TO CHANGE WITHOUT NOTICE.
- 4) DATE: JANUARY 18, 2001.
- 5) ALL DIMENSIONS SHALL BE AS SHOWN ON THIS PLAN AND PERTAINING.
- 6) SEE ATTACHED PLANS FOR DETAILS.

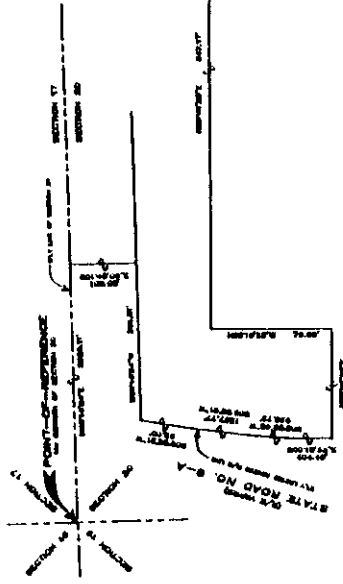
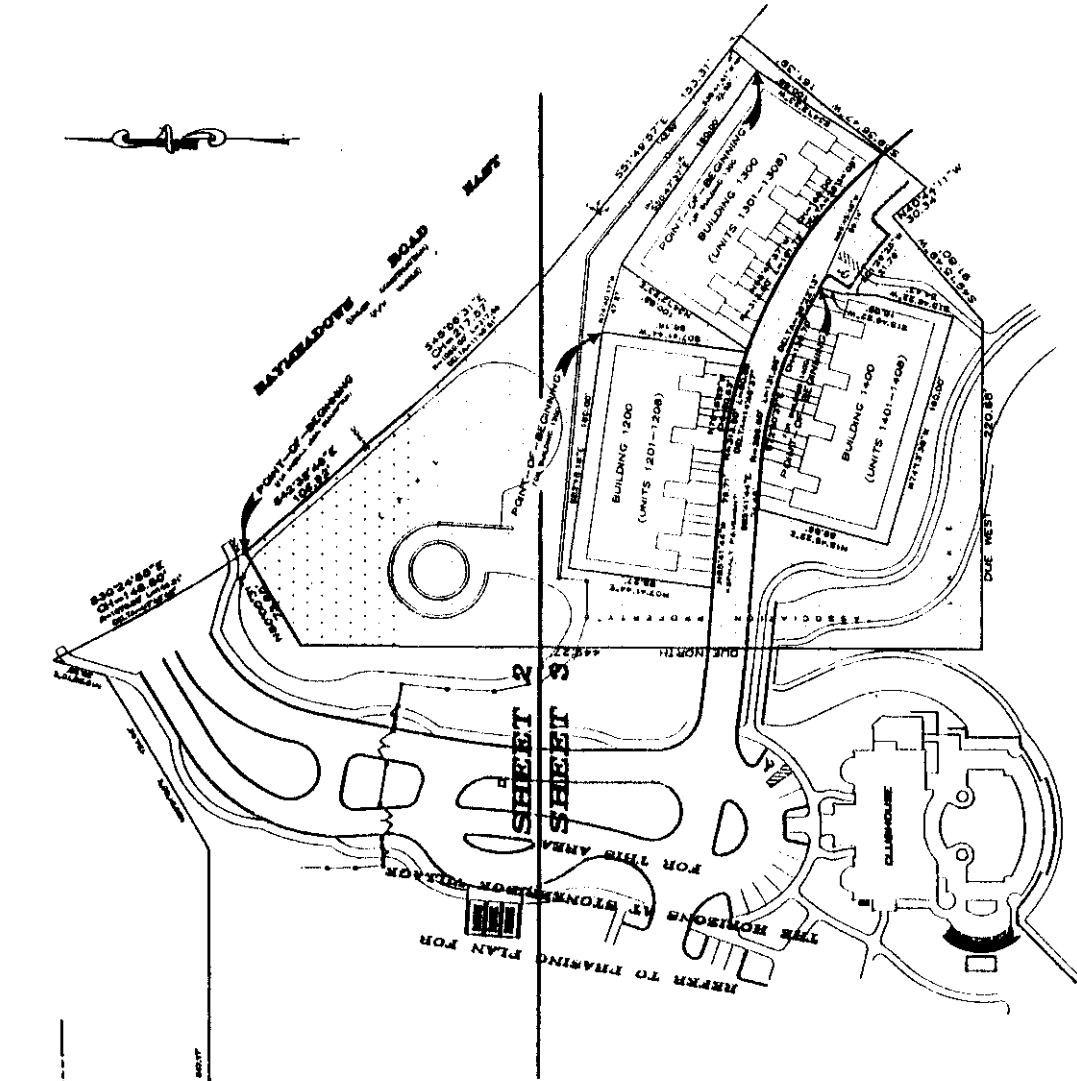
PREPARED BY:
CLARSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1843 WALDO AVENUE
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904) 786-2822

DRAWING NO. A-3124

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM

DATE: JANUARY 18, 2001
 (REVISED JULY 31, 2001)

SCALE: 1" = 100'



REFER TO PHASING PLAN FOR THE HOMINGS AT STONEBRIDGE VILLAGE
 FOR THIS AREA

LEGEND:

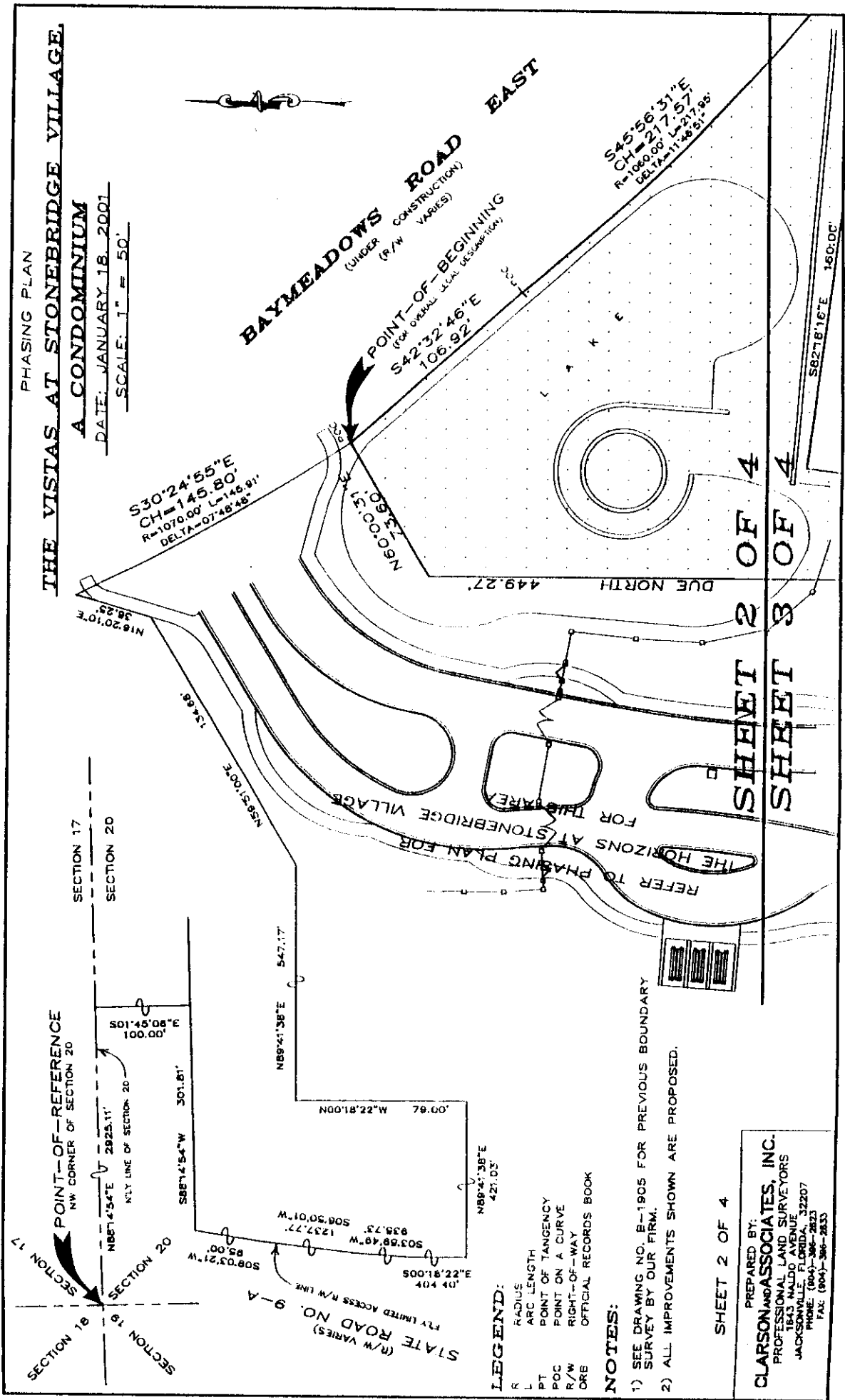
- R RADIUS
- L ARC LENGTH
- PT. POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- ORE OFFICIAL RECORDS BOOK

NOTES:

- 1) SEE DRAWING NO. B-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SHEET 1 OF 4

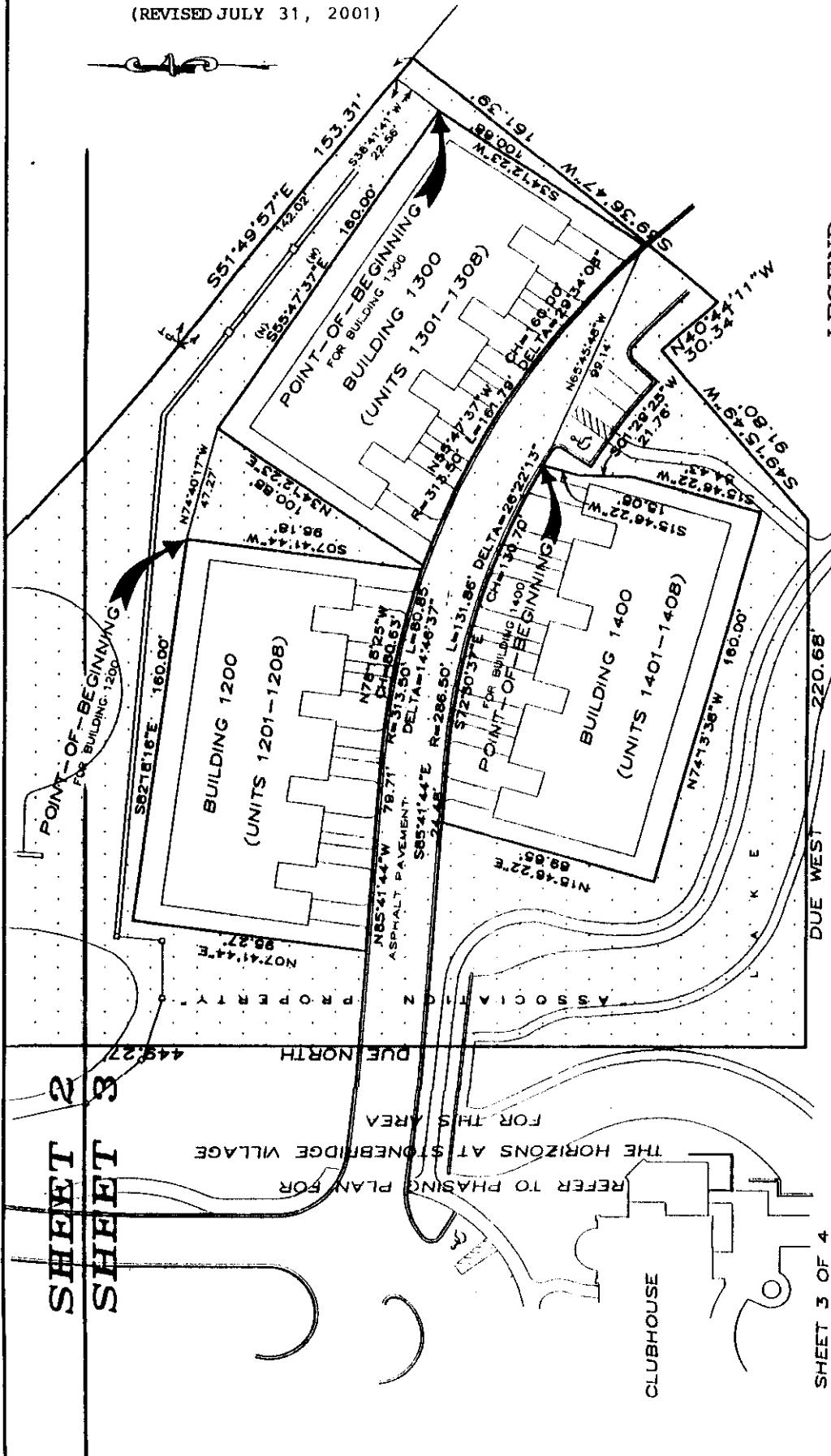
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633



PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM

DATE: JANUARY 18, 2001
 (REVISED JULY 31, 2001)

SCALE: 1" = 50'



LEGEND:

- R RADIUS
- L ARC LENGTH
- PT POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- ORE OFFICIAL RECORDS BOOK

NOTES:

- 1) SEE DRAWING NO. E-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

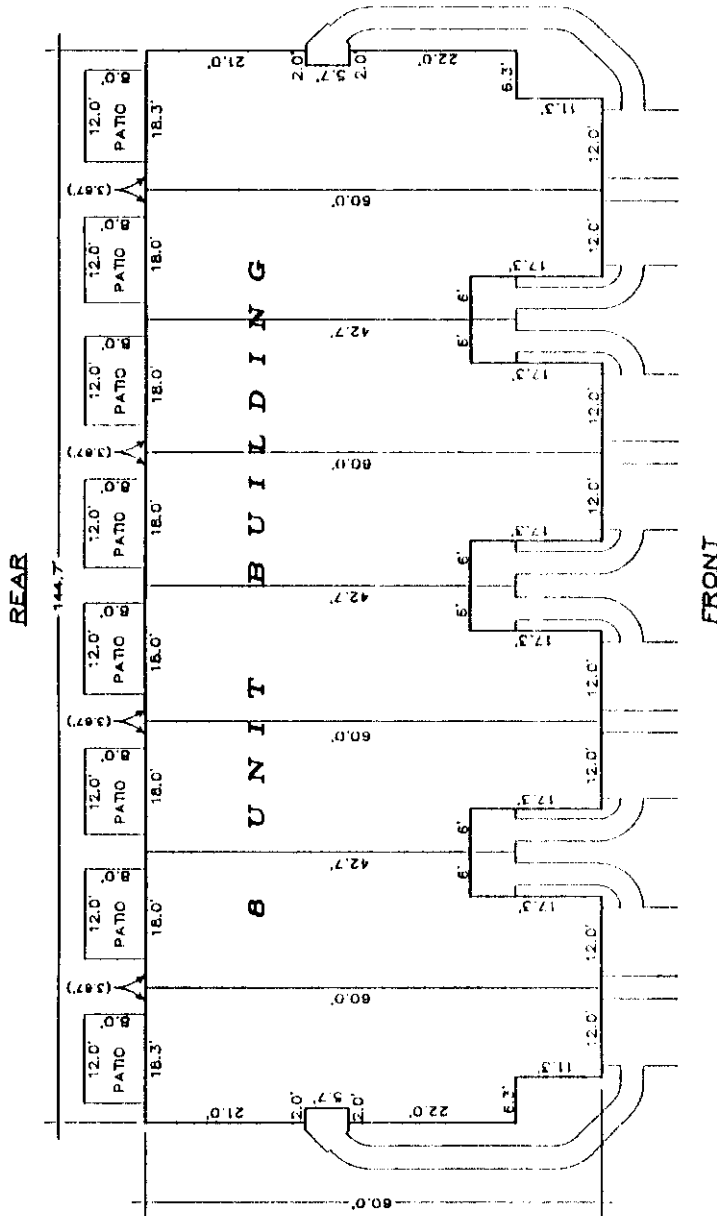
PREPARED BY:
CLARSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1000 N. W. 11th Avenue
 JACKSONVILLE, FLORIDA 32207
 PHONE (904) 386-3333
 FAX (904) 386-3333

SHEET 3 OF 4

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM

DATE: JANUARY 18, 2001

SCALE: 1" = 30'



LEGEND:

- R RADIUS
- L ARC LENGTH
- PT POINT OF TANGENCY
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK

NOTES:

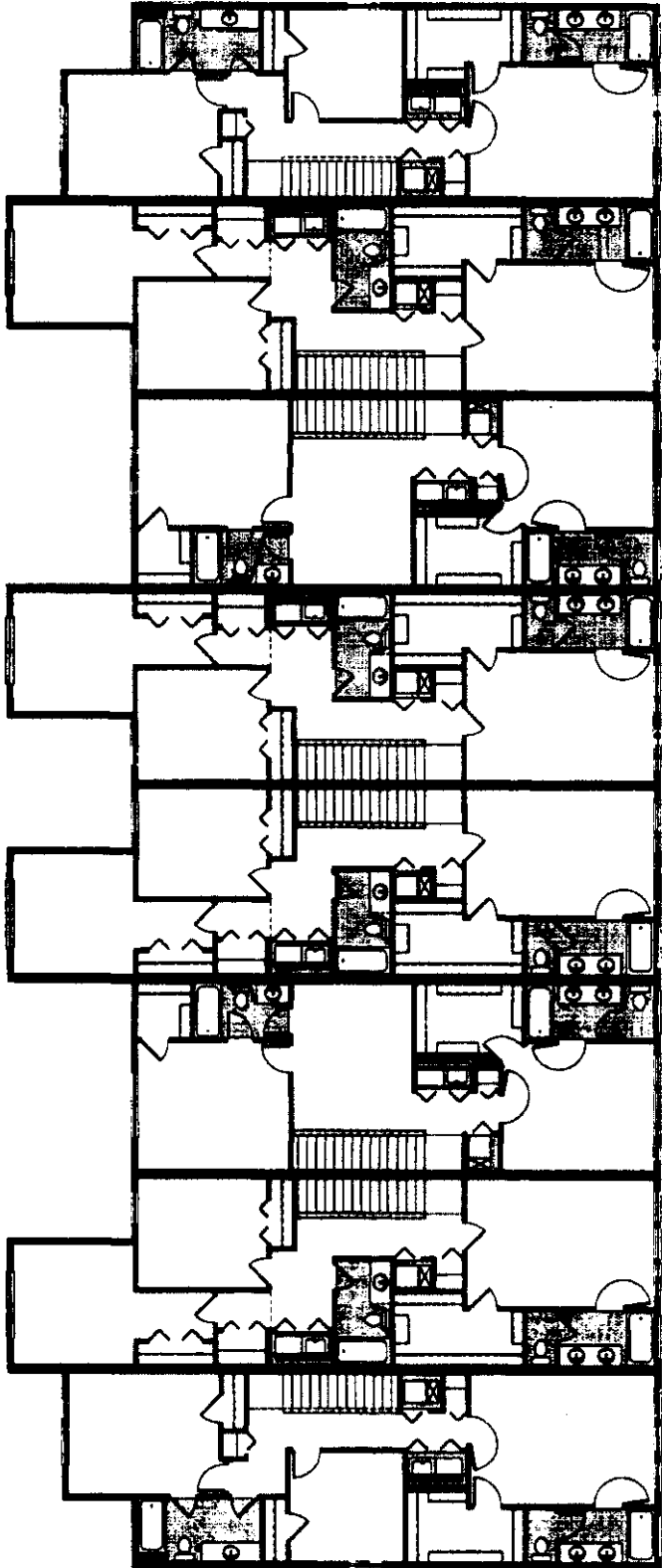
- 1) SEE DRAWING NO. B-1905 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

TYPICAL BUILDING DETAIL

SHEET 4 OF 4

PREPARED BY:
CLARSON ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 HALDANE BLVD.
 JACKSONVILLE, FLORIDA 32207
 PHONE: (904)-398-2823
 FAX: (904)-398-2533

Building Layout



Sicily
1659

Sardinia
1670

Corsica
1538

Sardinia
1670

Sardinia
1670

Corsica
1538

Sardinia
1670

Sicily
1659

Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only. may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

9991 aBd 91101 kooB

SHEET NO.
1

SUBDIVISION:
**Vistas at StoneBridge Village
Townhomes**
FLORIDA DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA



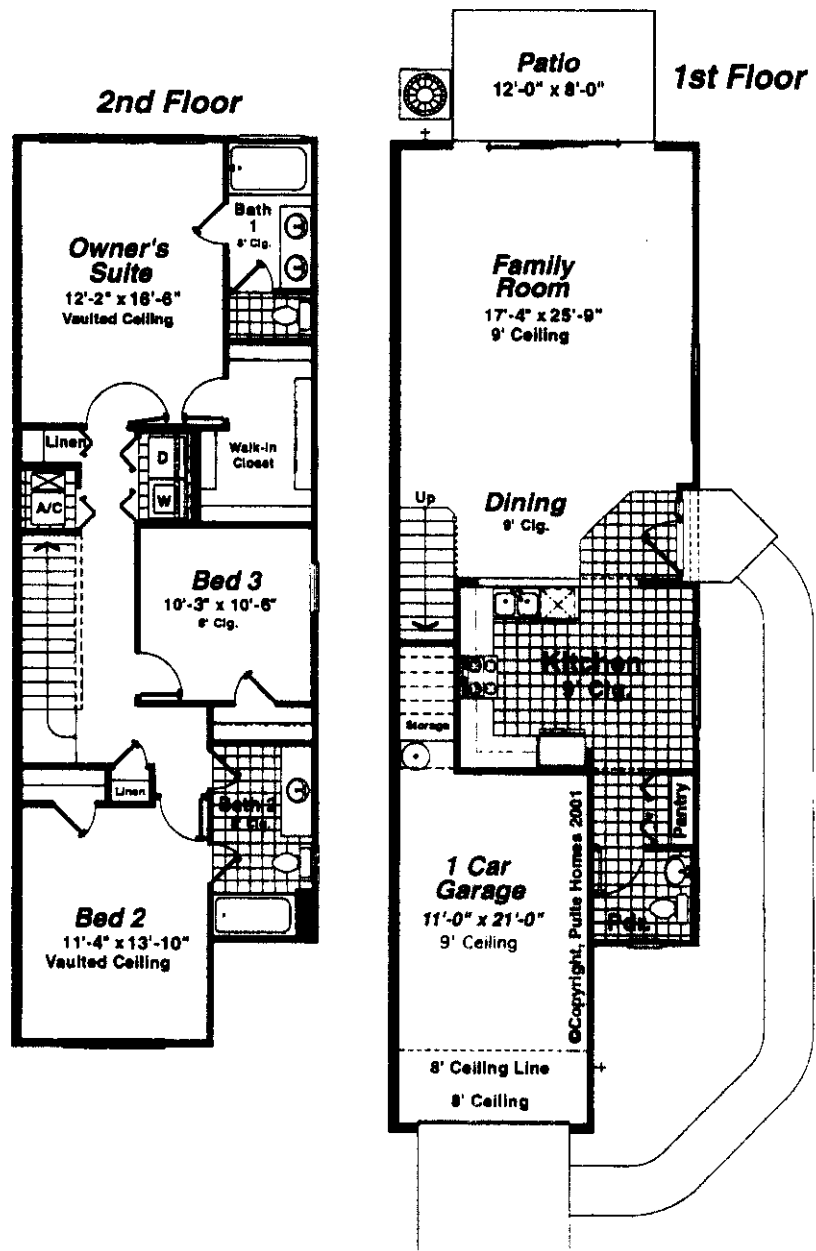
UNIT DESIGNATION:
**STONEBRIDGE
BUILDING**
SHEET CONTENTS:
Building Layout

DWC BY FILE
DWL BR-CA-1
ORIGIN DATE:
2001
CONTROL DATE:
2001

Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only, may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

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1659 - FLOOR PLAN



Sicily



SHEET NO.
2

SUBDIVISION:
Vistas at StoneBridge Village
Townhomes
PULTE DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA



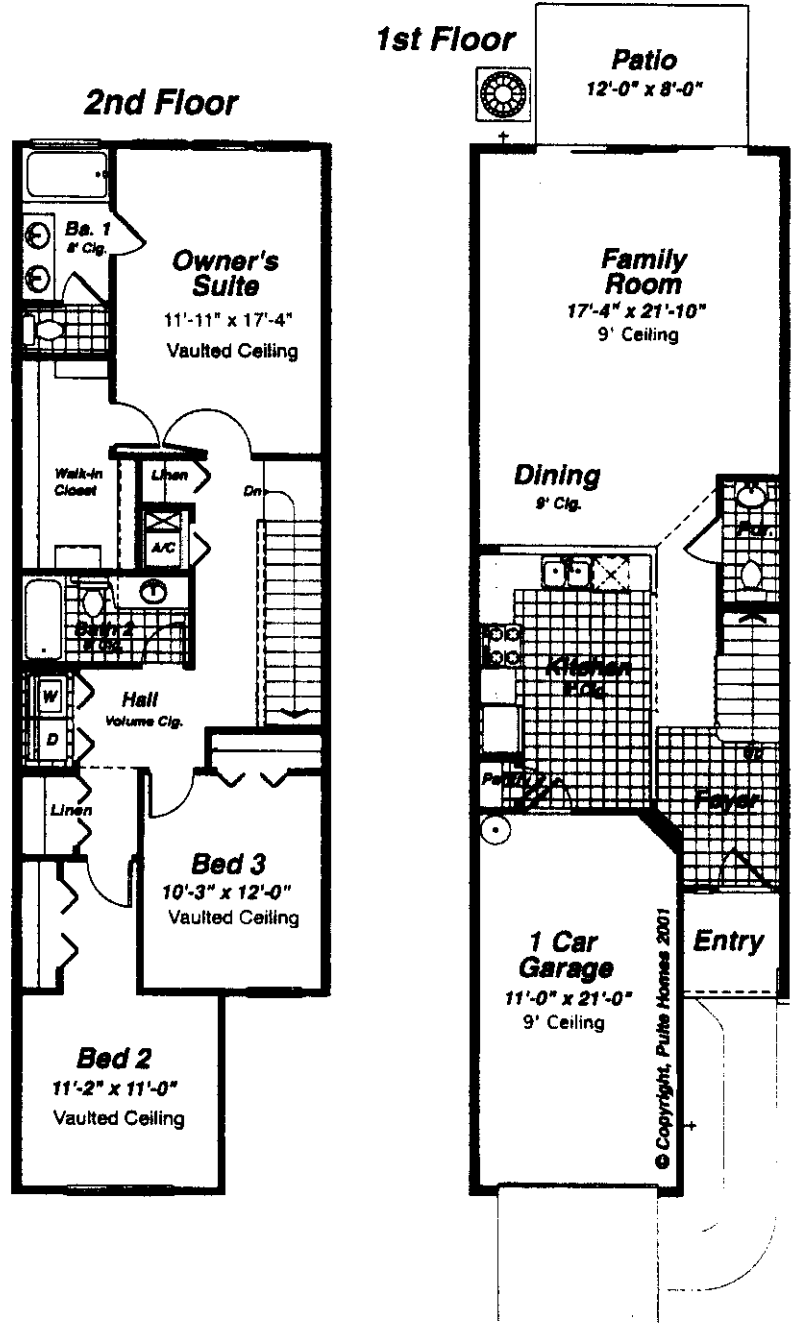
UNIT DESIGNATION:
SICILY 1659
SHEET CONTENTS:
FLOOR PLAN
AREA CALCULATIONS: Sq. Ft.
TOTAL LIVING 1,680 Sq. Ft.

DWC BY: FILE
DWL BR-114-1
ORIGIN DATE:
2001
CONTROL DATE:
2001

Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only, may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

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1670 - FLOOR PLAN



Sardinia



SHEET NO:
3

SUBDIVISION:
Vistas at StoneBridge Village Townhomes
PULTE DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA



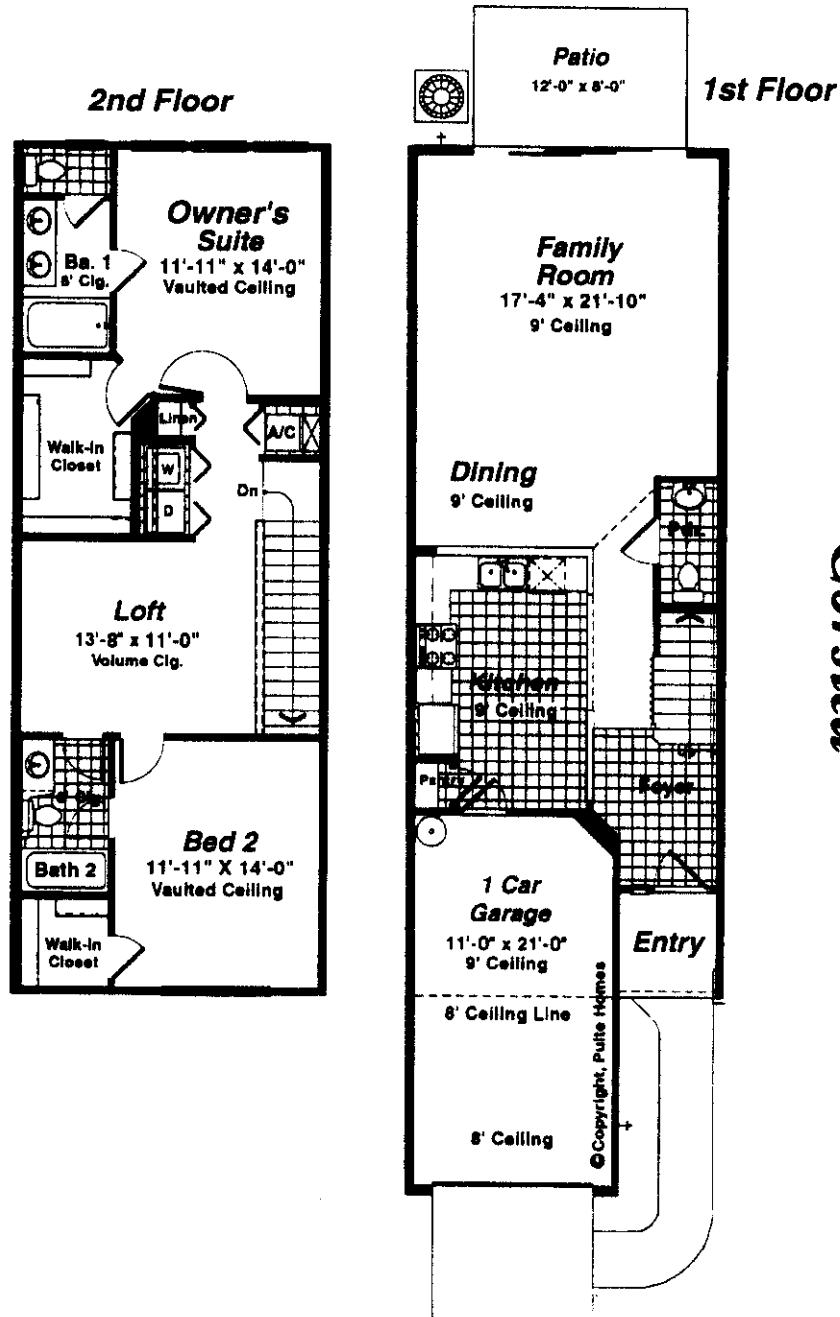
UNIT DESIGNATION:
SARDINIA 1670
SHEET CONTENTS:
FLOOR PLAN
AREA CALCULATIONS: **36 P.**
TOTAL LIVING: **1,878 Sq. Ft.**

DWC BY: FILE
DWL: BR-L/BI
ORIGIN DATE:
2001
CONTROL DATE:
2001

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Pulte's ongoing commitment to customer satisfaction means that these plans may be amended without prior notice. Artist's rendering only, may not reflect actual characteristics of finished home. Landscaping on the rendering and floor plans is shown only for display. Window sizes and locations, room sizes and dimensions are approximate and may vary slightly. Prices and features subject to change without notice.

1538 - FLOOR PLAN



Corsica



CC-087891

SHEET NO
4

SUBDIVISION:
Vistas at StoneBridge Village
Townhomes
PULTE DIVISION:
PHONE 904-538-9567
JACKSONVILLE, FLORIDA



UNIT DESIGNATION:
CORSIKA 1538
SHEET CONTENTS:
FLOOR PLAN
AREA CALCULATIONS: S.F.
TOTAL LIVING: 1,538 Sq. Ft.

DWC BY: FILE
DWL: BRUB-2
ORIGIN DATE:
2001
CONTROL DATE:
2001

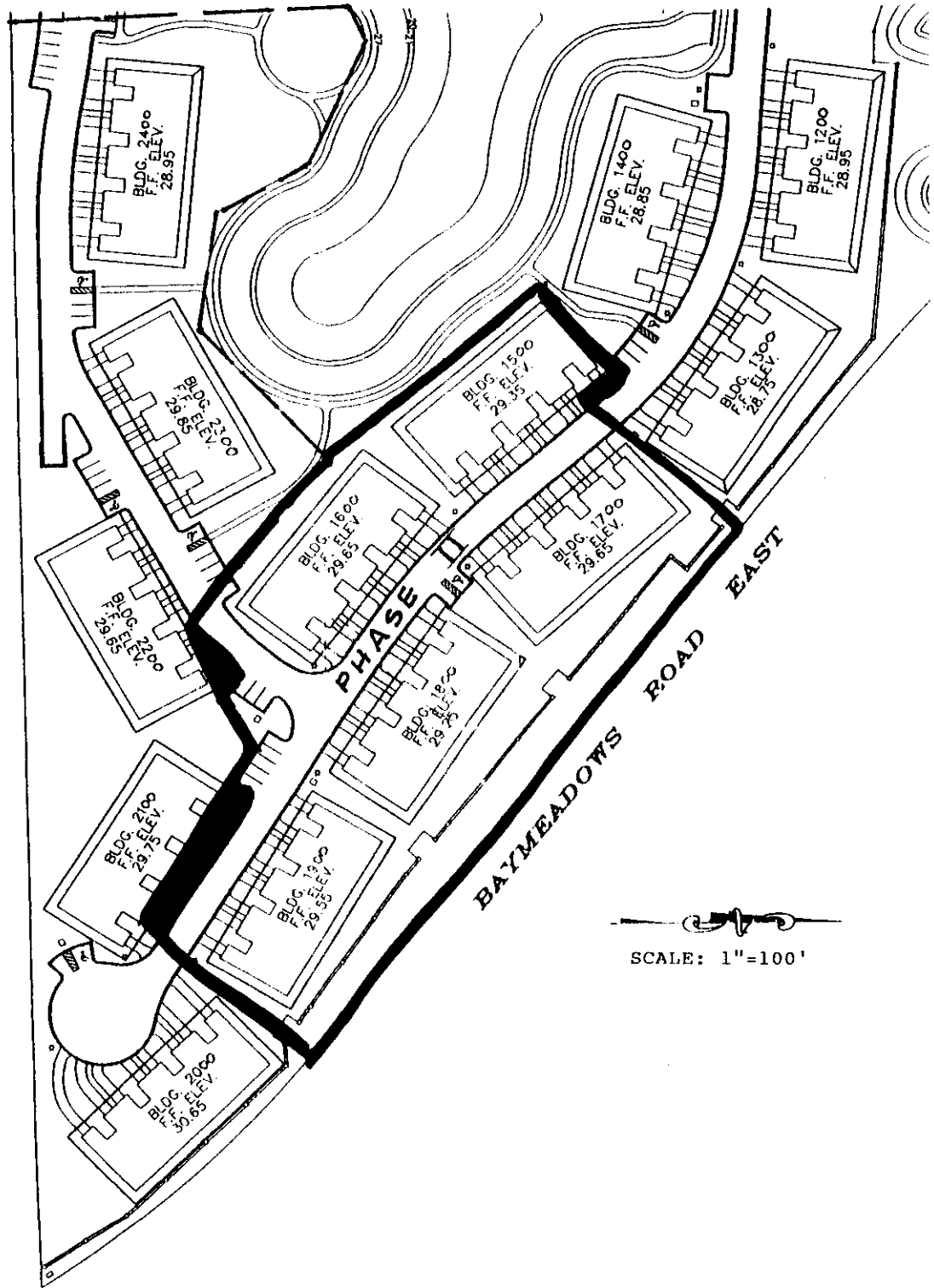
**EXHIBIT A-II
TO DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

PHASE II

Depiction of the proposed improvements for Phase II of Vistas at Stonebridge Village I, A Condominium is as follows:

**PHASE II
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

MAP TO SHOW SKETCH OF THE PHASING PLAN OF
BUILDINGS 1500, 1600, 1700, 1800, 1900 AND CONTIGUOUS ASSOCIATION
PROPERTY FOR THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM
(PHASE II)



SCALE: 1"=100'

The foregoing property is subject to the following:

1. Subject to wetlands regulated by the St. Johns River Water Management District over portions of the land as outlined on a survey by Robert Angas Associates, dated January 30, 1997.
2. Easement granted to Jacksonville Electric Authority, by instrument recorded in Official Records volume 4118, page 1196 of the current public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville, dated April 8, 1999, recorded in Official Records Volume 9262, page 1342 of the current public records of Duval County, Florida.

The Developer has reserved the right to make non-material modifications to the foregoing legal description. Until the foregoing property is subjected to the condominium form of ownership by the recording of an amendment to this Declaration of Condominium, the description, as set forth herein, shall not constitute a lien, encumbrance or defect on the title to the foregoing lands. The Subsequent Phases may be subjected in any order irrespective of the numbering system.

The Developer has the present intention of developing the Phase II Land as depicted but is not obligated to develop the Phase II Land, and if Developer elects to develop the land, the Developer reserves the right to develop it as it may elect and reserves all rights set forth in the Declaration.

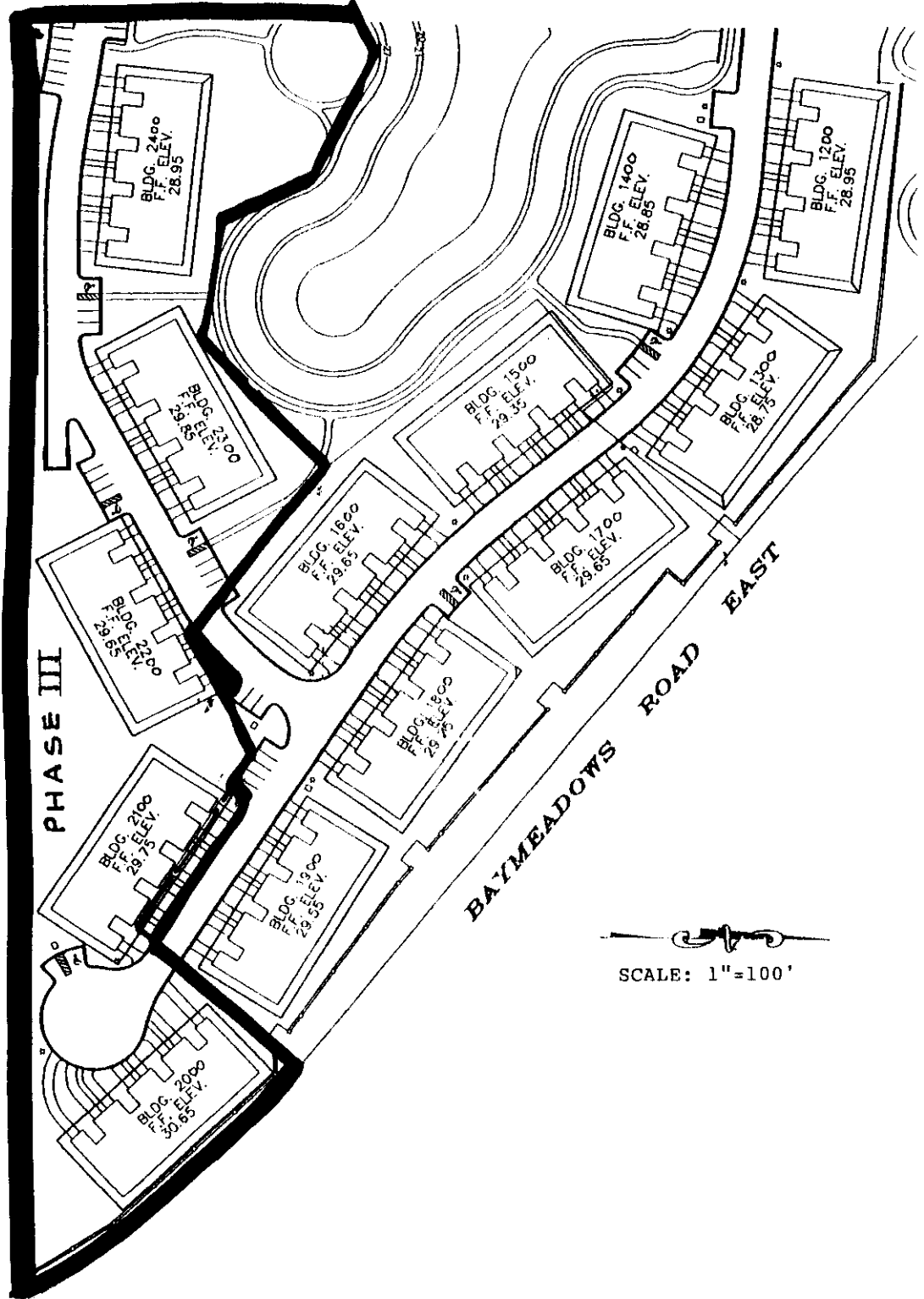
**EXHIBIT A-III
TO DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

PHASE III

Depiction of the proposed improvements for Phase III of Vistas at Stonebridge Village I, A Condominium is as follows:

**PHASE III
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

MAP TO SHOW SKETCH OF THE PHASING PLAN OF
BUILDINGS 2000, 2100, 2200, 2300, 2400 AND CONTIGUOUS ASSOCIATION
PROPERTY FOR THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM
(PHASE III)



The foregoing property is subject to the following:

1. Subject to wetlands regulated by the St. Johns River Water Management District over portions of the land as outlined on a survey by Robert Angas Associates, dated January 30, 1997.
2. Easement granted to Jacksonville Electric Authority, by instrument recorded in Official Records volume 4118, page 1196 of the current public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville, dated April 8, 1999, recorded in Official Records Volume 9262, page 1342 of the current public records of Duval County, Florida.

The Developer has reserved the right to make non-material modifications to the foregoing legal description. Until the foregoing property is subjected to the condominium form of ownership by the recording of an amendment to this Declaration of Condominium, the description, as set forth herein, shall not constitute a lien, encumbrance or defect on the title to the foregoing lands. The Subsequent Phases may be subjected in any order irrespective of the numbering system.

The Developer has the present intention of developing the Phase III Land as depicted but is not obligated to develop the Phase III Land, and if Developer elects to develop the land, the Developer reserves the right to develop it as it may elect and reserves all rights set forth in the Declaration.

**EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS
(Phase I)**

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 1201 – 1208, 1301 – 1308, 1401 - 1408 is 1/24th.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium, then at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.

**EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
PROPOSED ARTICLES OF INCORPORATION**

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., a Florida corporation, filed on August 16, 2001, as shown by the records of this office.

The document number of this corporation is N01000005811.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixteenth day of August, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
VISTAS AT STONEBRIDGE VILLAGE
CONDOMINIUM ASSOCIATION I, INC.

21 AUG 16 11:10:58
TALLEH
FLORIDA

The undersigned does hereby form this corporation for the purpose of forming a corporation not-for-profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

1. NAME

The name of the corporation shall be VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., hereinafter referred to as the ("Association"), with its principal registered office located at 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act," for the operation of VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

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

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit, not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and

upkeep of such properties for the benefit of the members shall be considered Common Expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exists or they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium, hereinafter referred to as ("Units"), and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the public records of Duval County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 Pulte Home Corporation ("Developer") shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the Members in accordance with the provisions of the Declaration. The Association may also be dissolved in the event of destruction of the Condominium, if approved by the requisite percentage to terminate the Condominium as provided in the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

6. SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is:

John Molyneaux
7785 Baymeadows Way, Suite 200
Jacksonville, Florida 32256

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: John Molyneaux
Vice President: David Smith
Secretary/Treasurer: Judith Duncan

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Section 718.301, Florida Statutes. Thereafter, the Board shall consist of not less than five (5) Directors; provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Section 718.301, Florida Statutes. That is to say, the Developer shall remain in control of the Board of Directors until required to relinquish pursuant to Section 718.301(1)(a) through (e), Florida Statutes as follows:

- (1) When Unit Owners other than the Developer own 15 percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.
- (2) Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association as follows:
 - (a) Three (3) years after 50 percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
 - (b) Three (3) months after 90 percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
 - (c) When all the Units 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;

- (d) When some of the Units 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 or, in the case of an association operating a phase condominium created pursuant to Section 718.403, Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first.

(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 5 percent (5%) of the Units operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

(4) Until such time as Developer transfers control of the Association to the Unit Owners, Developer shall have the right to appoint one member to the Board of Directors of the Stonebridge Village Master Association, Inc. ("Master Association"). Thereafter, the Board of Directors of the Master Association shall have the right to appoint one member of the Board of Directors of the Master Association.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
John Molyneaux	7785 Baymeadows Way, Suite 200 Jacksonville, FL. 32256
David Smith	7785 Baymeadows Way, Suite 200 Jacksonville, FL. 32256
Judith Duncan	555 Winderley Place, Suite 420 Maitland, FL 32751

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer.

9. INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

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

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held no sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendments. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all

record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the County where the Condominium is located.

12. APPROVAL BY THE VA AND HUD

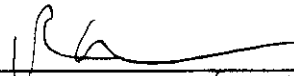
For so long as the Developer has the right to appoint the majority of the members of the Board of Directors, the Developer shall obtain the approval of the Department of Housing and Urban Development ("HUD") or the Veteran's Administration ("VA") prior to annexation of additional properties (other than the Subsequent Phases), merger or consolidation of this Association, mortgaging of the Common Elements or dissolution or amendment of the Articles.

13. REGISTERED AGENT

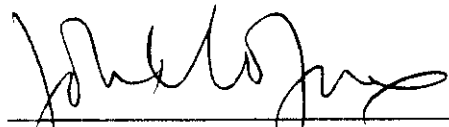
The corporation hereby appoints John Molyneaux located at 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscriber has affixed his signature hereto this 15th day of August, 2001.

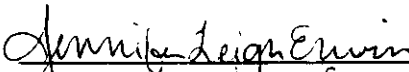
Signed, sealed and delivered
in the presence of:



Print Name: V.E. Huey



John Molyneaux

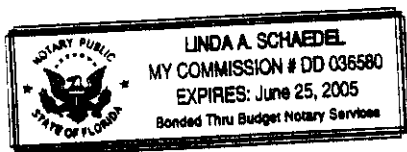


Print Name: Jennifer Leigh Erwin

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of August, 2001, by John Molyneaux, who is personally known to me, or who has produced _____ as identification.



Linda A. Schaedel
Print Name: LINDA A. SCHAEDEL
Notary Public, State and County aforesaid
My Commission Expires:
Commission No.: DD 036580

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above-stated corporation, at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

John Molyneaux
John Molyneaux

JAX1 #573659 v3

91 Aug 16 4:19:58
TALLAHASSEE, FLORIDA
FILE

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
PROPOSED BYLAWS

BYLAWS

OF

VISTAS AT STONEBRIDGE VILLAGE
CONDOMINIUM ASSOCIATION I, INC.

1. IDENTITY

These are the Bylaws of VISTAS AT STONEBRIDGE VILLAGE CONDOMINIUM ASSOCIATION I, INC., hereinafter called the ("Association"), a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 Office. The Office of the Association shall be at 7785 Baymeadows Way, Suite 200, Jacksonville, Florida 32256.

1.2 Fiscal Year. The Fiscal Year of the Association shall be the calendar year.

1.3 Seal. The Seal of the Association shall bear the name of corporation, the word "Florida," and the words "Corporation Not For Profit."

2. MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meeting shall be held at least once each year in the month of February at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice. Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address last furnished to the Association and shall be given not less than fourteen (14) days prior to the date of the meeting. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days in advance of the meeting and if not an annual meeting, forty eight (48) continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 Quorum. A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or Chapter 718, Florida Statutes (the "Condominium Act").

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by Section 718.112(2)(b), Florida Statutes. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and 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. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of committees;
- (e) Appointment of inspectors of election;
- (f) Election of directors;
- (g) Determination of less than adequate reserves or no reserves;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members, all of whom shall be members of the Association. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of

the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer is required by statute to relinquish control or voluntarily relinquishes control of the Association. There shall be an annual meeting of the Unit Owners. Unless the bylaws provide otherwise, a vacancy on the board of administration caused by the expiration of a director's term shall be filled by electing a new board member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required. If there is no provision in the bylaws for term of the members of the board of administration, the terms of all members of the board of administration shall expire upon the election of their successors at the annual meeting. A person who has been convicted of any felony by any court of record in the United states and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a Director is ineligible for Board membership due to having been convicted of a felony.

3.1 Election. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Section 718.301, Florida Statutes to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Section 718.301, Florida Statutes . Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in the Condominium Act and the Florida Administrative Code effective as of the date of adoption of these Bylaws. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Section 718.301, Florida Statutes, any member of the board of administration may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall

of Board members shall operate in accordance with Section 718.112(2)(j), Florida Statutes.

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to subparagraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.

(e) Until such time as Developer transfers control of the Association to the Unit Owners, Developer shall have the right to appoint one member to the Board of Directors of the Stonebridge Village Master Association, Inc. ("Master Association"). Thereafter, the Board of Directors of the Association shall have the right to appoint one member of this Association to the Board of Directors of the Master Association.

3.2 Director's Term. The term of each director's service, subject to the provisions of Section 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for two year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular Meeting. Regular meeting of the Board of Directors 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 telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. The meeting shall be open to all Unit Owners.

3.5 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. The meeting shall be open to all Unit Owners.

3.6 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8 Adjourned meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.9 Joinder by Director. A director who is present at a meeting is presumed to have assented to an action unless he votes otherwise. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.11 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;

- (g) New business; and
- (h) Adjournment.

3.12 No Fee for Service. A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 Telephone or Other Attendance. A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone or other media with all other Directors.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 Powers and Duties of Association. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act:

- (a) To enter into a long-term management contract, providing for the management of the Condominium Property and of the Association Property;
- (b) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium (if approved by the Owners), not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law;
- (c) To lease, maintain, repair and replace the Common Elements and Association Property;
- (d) To purchase or lease real and personal property in the Association's name;
- (e) To maintain minutes of all meetings of the Unit Owners and the Board of Directors (The minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the

Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years);

- (f) To create and promulgate reasonable rules and regulations for the operation of the Condominium;
- (g) To adopt a budget for the Association.
- (h) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that: (i) the term of period of such contracts shall not exceed three (3) years; (ii) the contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party; and (iii) the Board shall have no obligation to provide such services; and
- (i) 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.
- (j) To enter into easement agreements with the Master Association for the uniform maintenance of all the grounds and improvements constituting a part of the Stonebridge Village Community.

4.2 Right of Access. The Association has the irrevocable right of access to each unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

5. OFFICERS

5.1 Officers. The officers of the Association shall be a President and Vice President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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 directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

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

5.6 No Compensation. No Compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to

reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve Accounts. Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in Section 718.112(2)(f), Florida Statutes.

(c) Operations. Operations which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Sections 718.111, 718.112 and 718.504(21), Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner last furnished to the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board shall call a special meeting of the Unit Owners within twenty-one (21) days after adoption of the annual budget, upon not less than fourteen (14) days written notice to each Unit Owner. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on

a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. 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 payments on such assessment shall be due and payable in the same manner as the prior 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 as determined by the Board of Directors. 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.

6.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining quarterly balance of the assessment upon notice to the Unit Owner, and the then unpaid quarterly balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Depository. The depository of the Association shall be such bank or savings and loan association 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 such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Audit. An audit of the accounts of the Association shall be made within ninety (90) days of the Association's fiscal year end. A copy of any audit report received as a result of an audit shall be made available to each member of the Association, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, and any prospective purchaser of a Unit

at the office of the Association at reasonable hours, and furnished to any agency or corporation which has an interest or prospective interest in the Condominium, upon written request. Additionally, within twenty-one (21) days after the financial report is received by the Association, the Association will mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice that a copy of the financial report will be mailed to the Unit Owner, upon receipt of a written request from the Unit Owner. The audit, as used herein, is not intended to be a certified audit, but need only be a summation of the year's transactions.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the public records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an

amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 Format of Amendment. No Bylaws 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. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the Bylaws may be changed in accordance with Section 718.112(2)(h), Florida Statutes.

8.4 Approval of Amendments by Veterans' Administration ("VA") and Federal Housing Administration ("FHA"). For so long as the Developer is in control of the Association, all amendments to the bylaws shall to be subject to the approval of the VA/FHA.

9. FINES, LEVY AND FORECLOSURE

9.1 Power to Levy Fines. The Board of Directors of the Association shall have the power and authority to levy fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property.

9.2 Procedures. In the event a fine is to be levied, the following procedure shall be followed:

- (a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than fourteen (14) days, and said notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and
 - (3) A short and plain statement of the matters asserted by the Association.

- (b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- (c) The hearing shall be conducted before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.
- (d) The fine may not become a lien against the Unit. The amount of the fine must be in compliance with Section 718.303(3), Florida Statutes.

10. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of the Units' compliance with applicable fire and life safety codes.

11. ARBITRATION

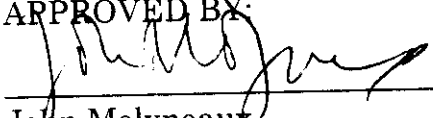
In the event of a dispute between the Association and one or more Unit Owners, each party shall submit to mandatory, non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

12. RESPONSE TO INQUIRY

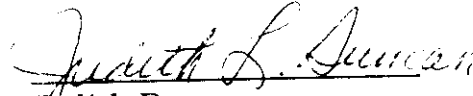
When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board will respond in writing to the Unit Owner within thirty (30) days of the inquiry. The Board's response will either: (i) give a substantive response, (ii) notify the Unit Owner that legal advice has been requested, or (iii) notify the Unit Owner that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the 15th day of August, 2001.

APPROVED BY:



John Molyneaux
President



Judith Duncan
Secretary

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Book: 10150
Pages: 40 - 51
Filed & Recorded
09/17/2001 02:35:03 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 6.50
COPY FEE \$ 12.00
RECORDING \$ 49.00

Book 10150 Page 40

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM

(A Portion of Phase I)
(Building 1200)**

THIS AMENDMENT is made this 17th day of September, 2001, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380 of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase I to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase I Land (Building 1200) to the Declaration, in place of the site plans for Building 1200 that are currently attached to the Declaration.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 17th day of September, 2001.

Witnesses:

[Signature]
Print Name: Connie Gordon
[Signature]
Print Name: V. E. Huey

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Name: Chris Vanzant
Its Controller

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of September 2001, by Chris Vanzant, the Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

[Signature]
(Signature of Notary Public)
LINDA A. SCHAEDEL
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
Commission number: DD 036580
My commission expires: June 25, 2005

(SEAL)



**ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

A Portion of Phase I (Building 1200)

The legal description of a portion of Phase I (Building 1200) of Vistas at Stonebridge Village I, A Condominium is as follows:

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase I (Building 1200) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "////" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1200 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

JAX1 #625719 v1

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

(REVISED JULY 31, 2001)
JANUARY 18, 2001***BUILDING 1200***
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE,
DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH $38^{\circ} 41' 41''$ WEST, A DISTANCE OF 22.56 FEET; RUN THENCE NORTH $55^{\circ} 47' 37''$ WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH $74^{\circ} 40' 17''$ WEST, A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $07^{\circ} 41' 44''$ WEST, A DISTANCE OF 96.18 FEET TO A POINT ON A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 80.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD OF NORTH $78^{\circ} 18' 25''$ WEST, 80.63 FEET; RUN THENCE NORTH $85^{\circ} 41' 44''$ WEST, A DISTANCE OF 79.71 FEET; RUN THENCE NORTH $07^{\circ} 41' 44''$ EAST, A DISTANCE OF 95.27 FEET; RUN THENCE SOUTH $82^{\circ} 18' 16''$ EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 396-2623
FAX PHONE 396-2633**CLARSON AND ASSOCIATES INC.**

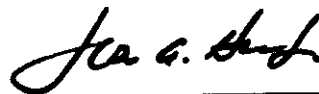
PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1201, 1202, 1203, 1204, 1205, 1206, 1207 and 1208, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

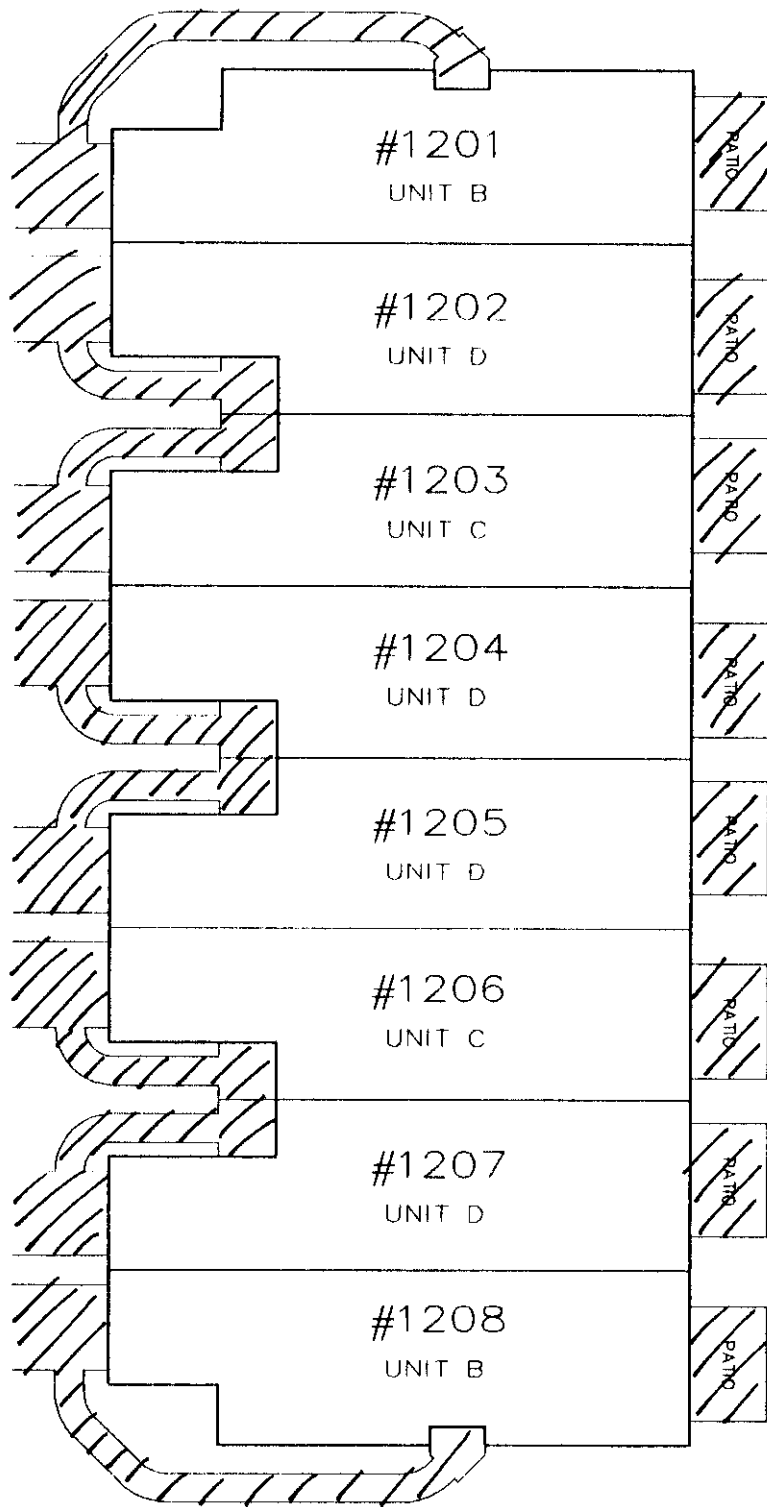


Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

Date: September 12, 2001

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.
UNIT NUMBERING & MODEL NUMBERING DETAIL



Note: All driveway areas within the Condominium Property building footprint are Limited Common Elements

NOTE: ALL LANDS OUTSIDE THE BUILDING FOOTPRINT WILL BE CONVEYED TO THE MASTER ASSOCIATION AS MASTER ASSOCIATION COMMON PROPERTY

NOTE:

1) SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

DATE: SEPTEMBER 10, 2001

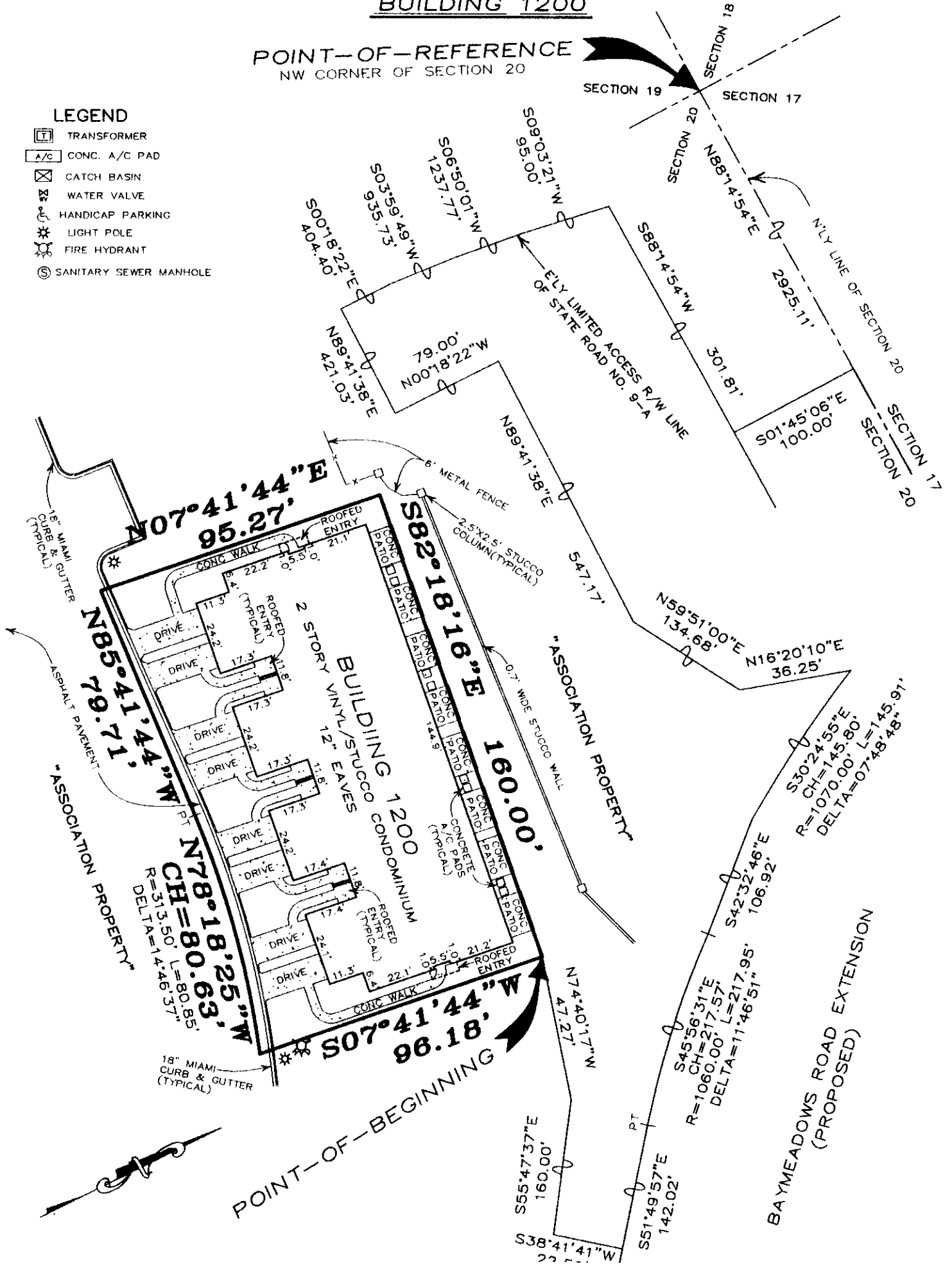
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1200

POINT-OF-REFERENCE
NW CORNER OF SECTION 20

- LEGEND**
-  TRANSFORMER
 -  CONC. A/C PAD
 -  CATCH BASIN
 -  WATER VALVE
 -  HANDICAP PARKING
 -  LIGHT POLE
 -  FIRE HYDRANT
 -  SANITARY SEWER MANHOLE



- NOTES:**
1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 2. REVISED AND UPDATED SEPTEMBER 10, 2001.
 3. SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
 4. SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.

NOTE: ALL LANDS OUTSIDE THE BUILDING FOOTPRINT WILL BE CONVEYED TO THE MASTER ASSOCIATION AS MASTER ASSOCIATION COMMON PROPERTY

SIGNED: 9-12-2001
SCALE: 1" = 40'

Jose A. Hill, Jr.
JOSE A. HILL, JR.
REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBROSSED SURVEYOR'S SEAL

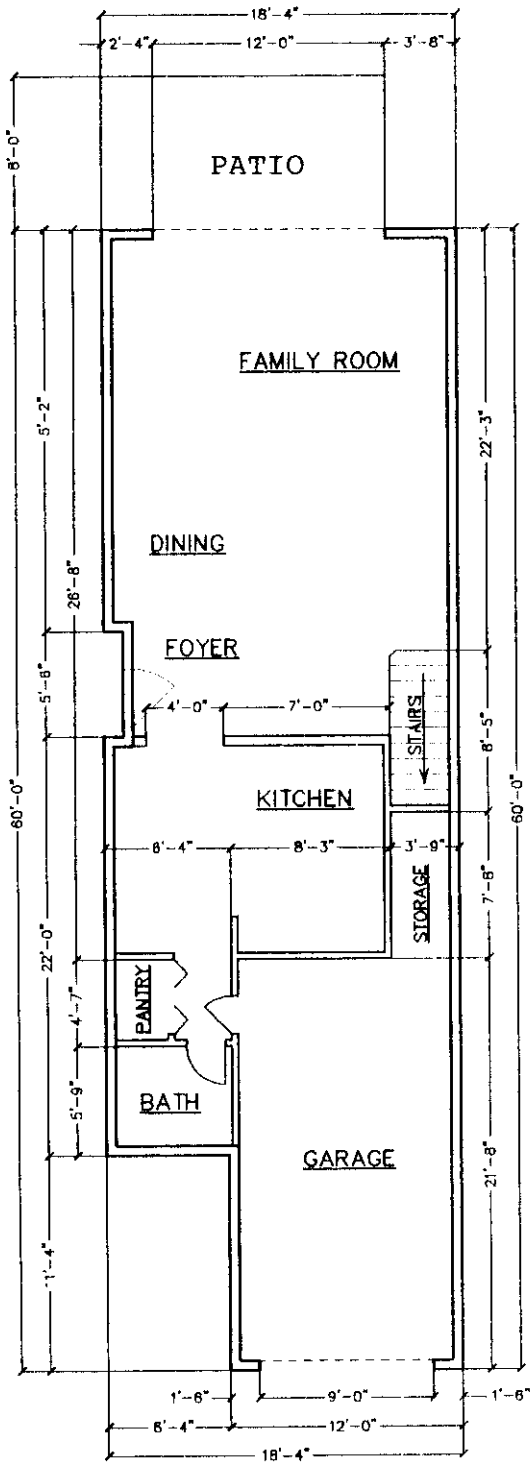
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

FIELD BOOK 642; PAGES 71-75
FIELD BOOK 676; PAGES 6, 7

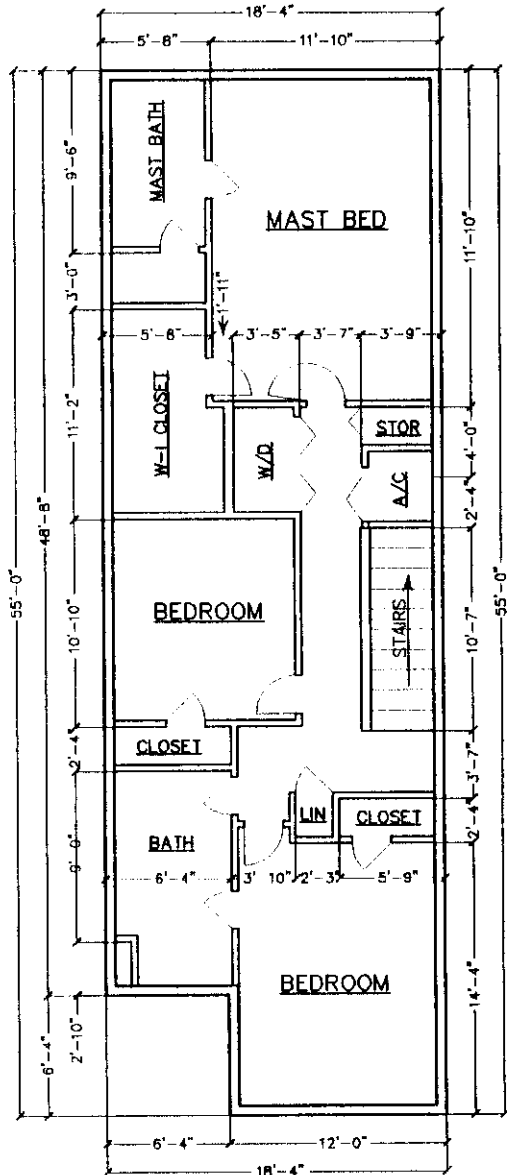
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

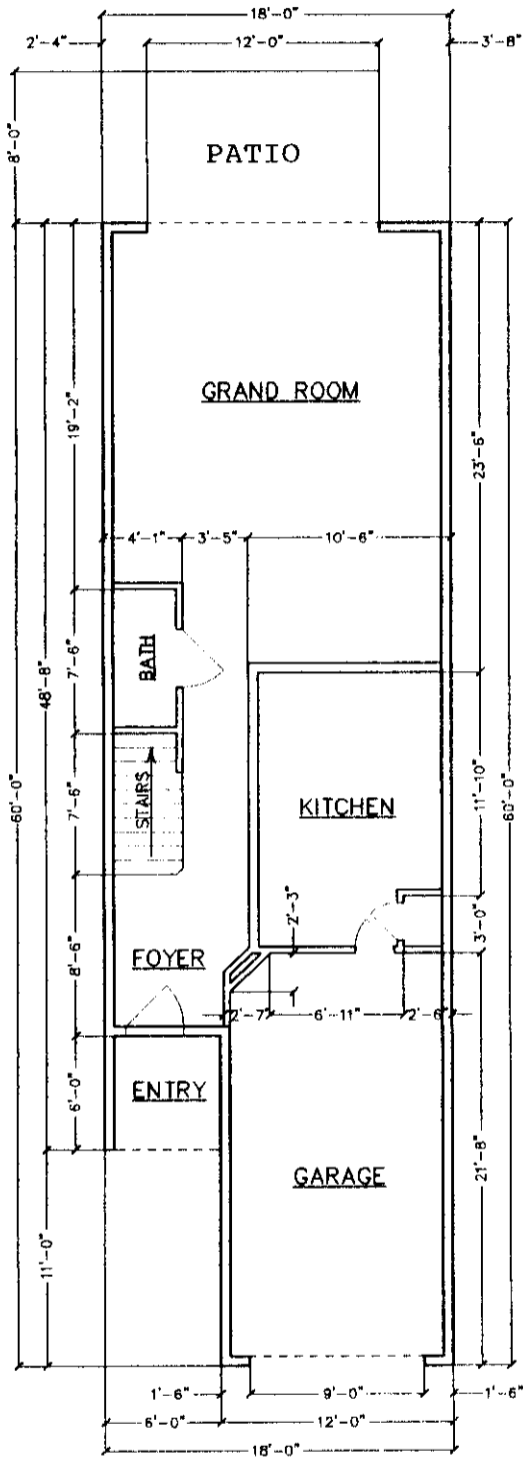
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

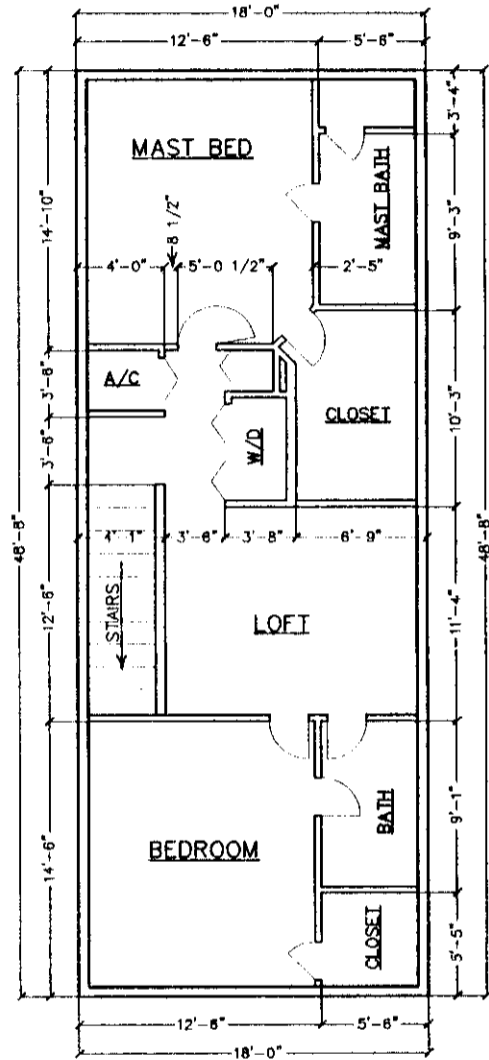
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

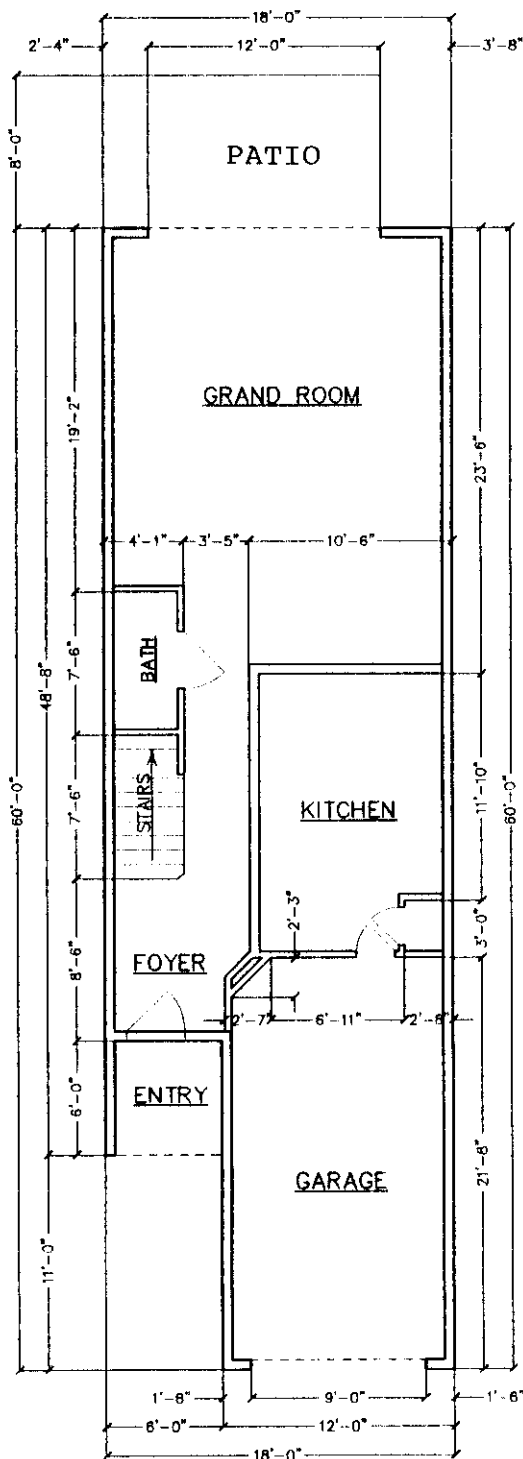
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

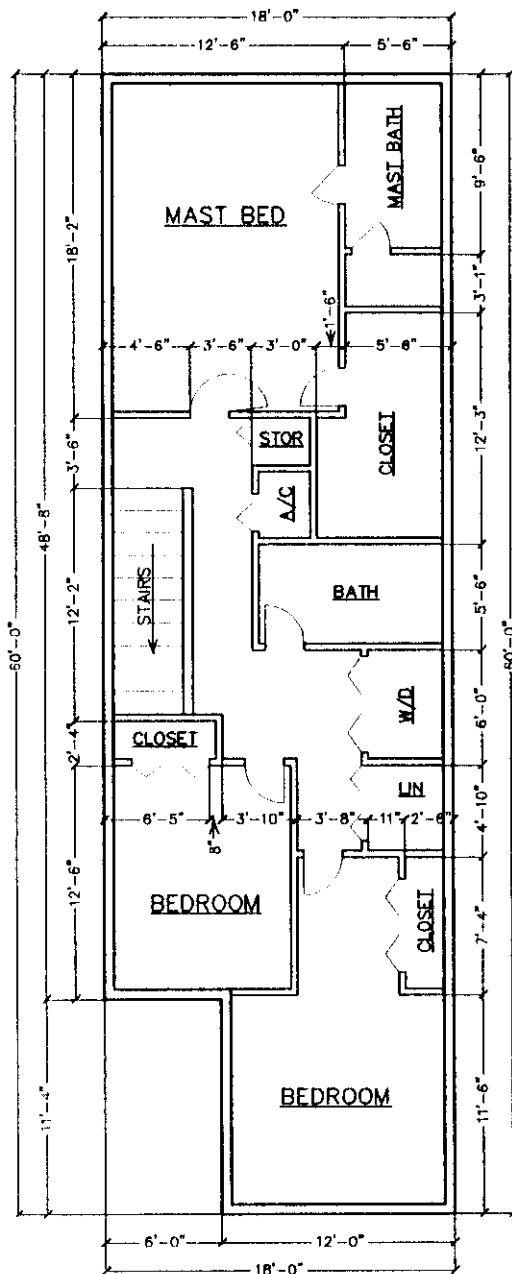
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

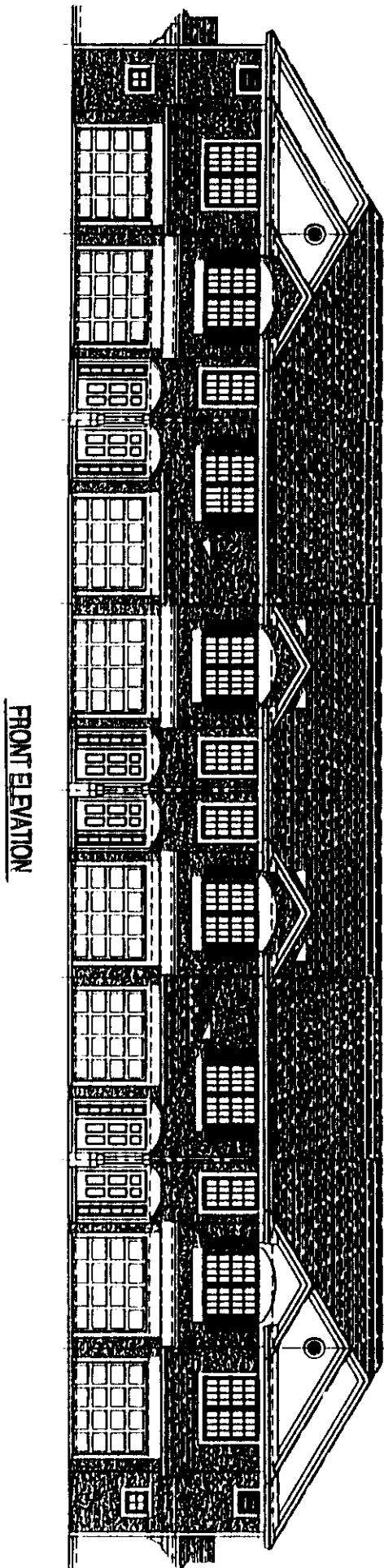
1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

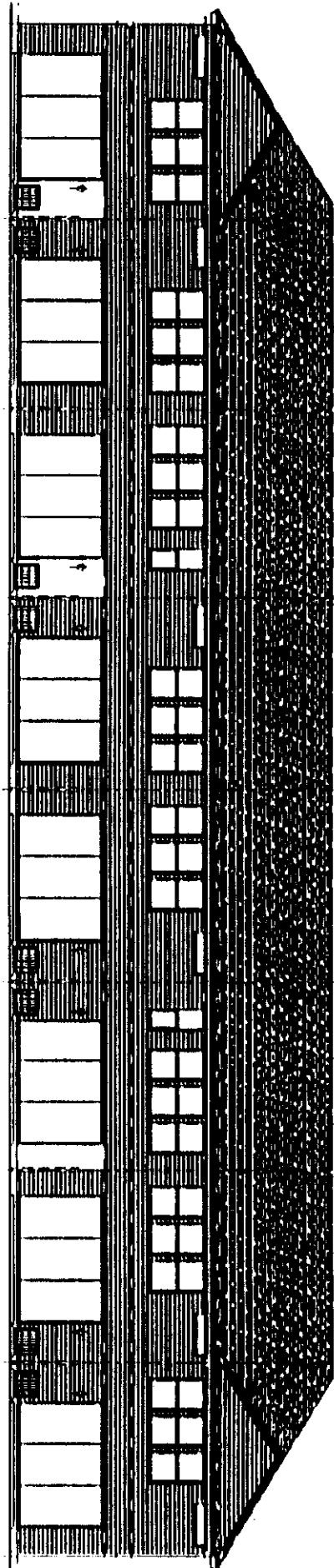
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



FRONT ELEVATION



REAR ELEVATION

Prepared by and Return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

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CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 11.00
COPY FEE \$ 21.00
RECORDING \$ 85.00

FIRST AMENDMENT TO AND
SUPPLEMENTAL DECLARATION OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR STONEBRIDGE VILLAGE
AND
NOTICE OF ASSESSMENTS FOR
STONEBRIDGE VILLAGE MASTER ASSOCIATION, INC.

THIS SUPPLEMENT AND AMENDMENT is made this 3rd day of October, 2001, by PULTE HOME CORPORATION, a Michigan corporation ("Declarant"), and STONEBRIDGE VILLAGE MASTER ASSOCIATION, INC., a Florida nonprofit corporation ("Master Association").

RECITALS:

A. Declarant, intending to create a set of covenants and restrictions to govern the overall development of the Stonebridge Village community, subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for Stonebridge Village and Notice of Assessments for Stonebridge Village Master Association, Inc. recorded August 21, 2001, in Official Records Book 10116, page 967 of the current public records of Duval County, Florida (the "Declaration").

B. Pursuant to the provisions of Section 16.7 of the Declaration, the Declaration can be amended by recording a written instrument executed by Declarant, for so long as it or its affiliate holds title to any Lot or Unit affected by the Declaration; or after turnover, by an instrument signed by the President of the Master Association, attested by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66-2/3% of the Members. As of the date hereof, the Declarant has not turned over control of the Master Association.

(21)

C. Pursuant to the provisions of Section 2.2 of the Declaration, additional property may be subjected to the Declaration by the recording of an instrument executed by Declarant as owner of the land described in this Amendment.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, whose receipt and adequacy are acknowledged, Declarant and the Master Association declare as follows:

1. Exhibit "A" of the Declaration is hereby amended to add the Property described on Exhibit "A" attached hereto and by reference made a part hereof ("Additional Property"). Declarant hereby declares that all of the property more fully described on Exhibit "A" attached hereto is hereby subjected to the terms and conditions of the Declaration. Any reference to the Property in the Declaration shall be deemed to include the Additional Property.

2. Exhibit "F" of the Declaration is hereby amended to add to the Common Property Legal Description that certain parcel or parcels of land described on Exhibit "B" attached hereto and by reference made a part hereof. Declarant hereby declares that all of the property more fully described on Exhibit "B" attached hereto as Common Property is hereby subjected to the terms and conditions of the Declaration. Any reference to the Common Property in the Declaration shall be deemed to include the property described on Exhibit "B" attached hereto.

3. Except as modified in this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their names and their corporate seals to be affixed, the day and year first above written.

Signed in the presence of:

Sign: Brenda Taylor
Print Name: Brenda Taylor
Sign: Dagmar Hofmann
Print Name: Dagmar Hofmann

PULTE HOME CORPORATION,
A Michigan corporation

By: John D. Molynaux
Print Name: John D. Molynaux
Title: Market Manager

[CORPORATE SEAL]

STONEBRIDGE VILLAGE MASTER
ASSOCIATION, INC., a Florida non-profit
corporation

By: John D. Molynaux
Print Name: John D. Molynaux
Title: President

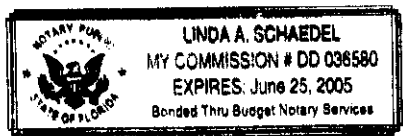
[CORPORATE SEAL]

Sign: Brenda Taylor
Print Name: Brenda Taylor
Sign: Dagmar Hofmann
Print Name: Dagmar Hofmann
JAX1 #632759 v1

STATE OF FLORIDA
COUNTY OF DUVAL

On this 3rd day October of 2001, before me, personally appeared John Molyneaux who acknowledged himself to be the market Manager of Pulte Home Corporation, a Michigan corporation who executed the foregoing instrument for the purposes therein contained on behalf of the corporation. He is known to me or produced _____ as identification.

[SEAL]



Linda A. Schaedel

(Signature of Notary Public)

LINDA A. SCHAEDEL

(Print Name of Notary Public)

Notary Public, State of Florida

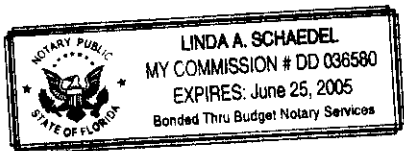
My commission expires: June 25, 2005

My commission number: DD 036580

STATE OF FLORIDA
COUNTY OF DUVAL

On this 3rd day October of 2001, before me, personally appeared John Molyneaux who acknowledged himself/herself to be the President of the Stonebridge Village Master Association, Inc., a Florida nonprofit corporation, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of Stonebridge Village Master Association, Inc., by himself/herself as such. S/he is known to me or produced _____ as identification.

[SEAL]



Linda A. Schaedel

(Signature of Notary Public)

LINDA A. SCHAEDEL

(Print Name of Notary Public)

Notary Public, State of Florida

My commission expires: June 25, 2005

My commission number: DD 036580

EXHIBIT "A"

Revisions to Exhibit "A" of Declaration:

Additional Property

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

MARCH 6, 2001

PHASE THREE, STONEBRIDGE VILLAGE

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 914.39 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $89^{\circ} 41' 38''$ EAST, 246.12 FEET; THENCE SOUTH $00^{\circ} 18' 22''$ EAST, 41.00 FEET; THENCE SOUTH $37^{\circ} 37' 00''$ EAST, 68.23 FEET; THENCE SOUTH $75^{\circ} 54' 01''$ EAST, 68.89 FEET; THENCE NORTH $69^{\circ} 15' 40''$ EAST, 148.36 FEET; THENCE SOUTH $87^{\circ} 16' 47''$ EAST, 182.24 FEET; THENCE SOUTH $62^{\circ} 13' 09''$ EAST, 78.05 FEET; THENCE SOUTH $87^{\circ} 27' 06''$ EAST, 71.48 FEET; THENCE NORTH $69^{\circ} 24' 17''$ EAST, 61.55 FEET; THENCE NORTH $46^{\circ} 15' 39''$ EAST, 62.08 FEET; THENCE NORTH $77^{\circ} 34' 59''$ EAST, 29.62 FEET; THENCE SOUTH $66^{\circ} 59' 56''$ EAST, 110.42 FEET; THENCE NORTH $67^{\circ} 33' 06''$ EAST, 88.22 FEET; THENCE SOUTH $64' 41' 09''$ EAST, 105.34 FEET; THENCE SOUTH $28^{\circ} 45' 55''$ EAST, 79.36 FEET; THENCE SOUTH $81^{\circ} 13' 33''$ EAST, 94.15 FEET; THENCE NORTH $46^{\circ} 18' 49''$ EAST, 142.62 FEET; THENCE SOUTH $52^{\circ} 06' 14''$ EAST, 175.46 FEET; THENCE NORTH $60^{\circ} 48' 51''$ EAST, 108.05 FEET; THENCE SOUTH $57^{\circ} 33' 12''$ EAST, 164.19 FEET; THENCE NORTH $40^{\circ} 12' 56''$ EAST, 168.80 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 940.00 FEET, AN ARC DISTANCE OF 279.08 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $41^{\circ} 16' 44''$ EAST, 278.05 FEET; RUN THENCE SOUTH $88^{\circ} 48' 51''$ WEST, ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 2,122.61 FEET TO A POINT ON THE PREVIOUSLY MENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 342.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 10.73 ACRES, MORE OR LESS.

EXHIBIT "B"

Revisions of Exhibit "F" of Declaration:

Common Property

JAX1 #622759 v2

THE FOLLOWING PROPERTY IS ADDED AS COMMON PROPERTY :

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

MARCH 6, 2001

PHASE THREE, STONEBRIDGE VILLAGE

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 914.39 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 41' 38" EAST, 246.12 FEET; THENCE SOUTH 00° 18' 22" EAST, 41.00 FEET; THENCE SOUTH 37° 37' 00" EAST, 68.23 FEET; THENCE SOUTH 75° 54' 01" EAST, 68.89 FEET; THENCE NORTH 69° 15' 40" EAST, 148.36 FEET; THENCE SOUTH 87° 16' 47" EAST, 182.24 FEET; THENCE SOUTH 62° 13' 09" EAST, 78.05 FEET; THENCE SOUTH 87° 27' 06" EAST, 71.48 FEET; THENCE NORTH 69° 24' 17" EAST, 61.55 FEET; THENCE NORTH 46° 15' 39" EAST, 62.08 FEET; THENCE NORTH 77° 34' 59" EAST, 29.62 FEET; THENCE SOUTH 66° 59' 56" EAST, 110.42 FEET; THENCE NORTH 67° 33' 06" EAST, 88.22 FEET; THENCE SOUTH 64' 41' 09" EAST, 105.34 FEET; THENCE SOUTH 28° 45' 55" EAST, 79.36 FEET; THENCE SOUTH 81° 13' 33" EAST, 94.15 FEET; THENCE NORTH 46° 18' 49" EAST, 142.62 FEET; THENCE SOUTH 52° 06' 14" EAST, 175.46 FEET; THENCE NORTH 60° 48' 51" EAST, 108.05 FEET; THENCE SOUTH 57° 33' 12" EAST, 164.19 FEET; THENCE NORTH 40° 12' 56" EAST, 168.80 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 940.00 FEET, AN ARC DISTANCE OF 279.08 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41° 16' 44" EAST, 278.05 FEET; RUN THENCE SOUTH 88° 48' 51" WEST, ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 2,122.61 FEET TO A POINT ON THE PREVIOUSLY MENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A; RUN THENCE NORTH 00° 18' 22" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 342.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 10.73 ACRES, MORE OR LESS.

OFFICE PHONE 386-2623
FAX PHONE 386-2623**CLARSON AND ASSOCIATES INC.**Book 10173 Page 571
PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

THE FOLLOWING PROPERTY IS ADDED TO THE "LESS AND EXCEPT"
DESCRIPTION OF
JUNE 4, 2001 EXHIBIT F 8

**BUILDING 400
THE HORIZONS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE,
DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 41' 38" EAST, 204.00 FEET; THENCE SOUTH 00° 18' 22" EAST, 120.00 FEET; THENCE SOUTH 89° 41' 38" WEST, 204.00 FEET; THENCE NORTH 00° 18' 22" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 398-2823
FAX PHONE 398-2833**CLARSON AND ASSOCIATES INC.** Book 10173 Page 572**PROFESSIONAL SURVEYORS & MAPPERS****1643 NALDO AVENUE****JACKSONVILLE, FLORIDA 32207**

MAY 15, 2001

**BUILDING 500
THE HORIZONS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40; THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $00^{\circ} 18' 22''$ WEST, 79.00 FEET; THENCE NORTH $89^{\circ} 41' 38''$ EAST, 138.17 FEET; THENCE SOUTH $00^{\circ} 18' 22''$ EAST, 215.28 FEET; THENCE SOUTH $89^{\circ} 41' 38''$ WEST, 138.17 FEET; THENCE NORTH $00^{\circ} 18' 22''$ WEST, 136.28 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 396-2633
FAX PHONE 396-2633

Book 10173 Page 573

CLARSON AND ASSOCIATES INC.**PROFESSIONAL SURVEYORS & MAPPERS****1643 NALDO AVENUE****JACKSONVILLE, FLORIDA 32207**

JUNE 5, 2001

**BUILDING 600
THE HORIZONS AT STONEBRIDGE VILLAGE
A CONDOMINIUM****FOR: PULTE HOME CORPORATION**

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 186.67 FEET; THENCE SOUTH 00° 18' 22" EAST, 14.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89° 41' 38" EAST, 204.00 FEET; THENCE SOUTH 00° 18' 22" EAST, 120.00 FEET; THENCE SOUTH 89° 41' 38" WEST, 204.00 FEET; THENCE NORTH 00° 18' 22" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 386-2623
FAX PHONE 386-2632**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JUNE 4, 2001

**BUILDING 700
THE HORIZONS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $89^{\circ} 41' 38''$ EAST, 120.00 FEET; THENCE SOUTH $00^{\circ} 18' 22''$ EAST, 204.00 FEET; THENCE SOUTH $89^{\circ} 41' 38''$ WEST, 120.00 FEET; THENCE NORTH $00^{\circ} 18' 22''$ WEST, 204.00 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 386-2623
FAX PHONE 386-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

(REVISED SEPTEMBER 5, 2001)

JANUARY 18, 2001

BUILDING 1500

THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 170.42 FEET; THENCE SOUTH $38^{\circ} 10' 03''$ WEST, 38.28 FEET; THENCE SOUTH $48^{\circ} 10' 45''$ WEST, 87.50 FEET; THENCE NORTH $84^{\circ} 38' 57''$ WEST, 40.39 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 286.50 FEET, AN ARC DISTANCE OF 24.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD OF SOUTH $43^{\circ} 08' 37''$ EAST, 24.07 FEET; THENCE SOUTH $40^{\circ} 44' 11''$ EAST, 99.31 FEET TO A POINT OF CURVATURE, RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 625.50 FEET, AN ARC DISTANCE OF 34.00 FEET TO A POINT, SAID ARC SUBTENDED BY A CHORD OF SOUTH $42^{\circ} 17' 36''$ EAST, 33.99 FEET; THENCE SOUTH $49^{\circ} 15' 49''$ WEST, 89.11 FEET; THENCE NORTH $40^{\circ} 44' 11''$ WEST, 157.33 FEET; THENCE NORTH $49^{\circ} 15' 49''$ EAST, 87.17 FEET TO THE POINT OF BEGINNING.

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

(REVISED SEPTEMBER 5, 2001)

JANUARY 18, 2001

BUILDING 1600**THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 340.95 FEET; THENCE SOUTH $38^{\circ} 10' 03''$ WEST, A DISTANCE OF 66.31 FEET; THENCE SOUTH $34^{\circ} 13' 49''$ WEST, A DISTANCE OF 87.38 FEET; THENCE NORTH $71^{\circ} 59' 51''$ WEST, A DISTANCE OF 65.12 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE IN A SOUTHEAST DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 625.50 FEET, AN ARC DISTANCE OF 139.71 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF SOUTH $51^{\circ} 09' 16''$ EAST, 139.42 FEET; RUN THENCE IN A SOUTHEAST DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 28.50 FEET, AN ARC DISTANCE OF 22.05 FEET TO A POINT, SAID ARC SUBTENDED BY A CHORD OF SOUTH $35^{\circ} 23' 04''$ EAST, 21.51 FEET; THENCE SOUTH $37^{\circ} 53' 46''$ WEST, 84.14 FEET; THENCE NORTH $52^{\circ} 06' 14''$ WEST, 160.00 FEET; THENCE NORTH $37^{\circ} 53' 46''$ EAST, 92.64 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

(REVISED SEPTEMBER 5, 2001)
JANUARY 18, 2001

BUILDING 1700
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 170.42 FEET; THENCE SOUTH $38^{\circ} 10' 03''$ WEST, A DISTANCE OF 38.28 FEET TO FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $41^{\circ} 49' 15''$ EAST, 160.00 FEET; THENCE SOUTH $48^{\circ} 10' 45''$ WEST, 86.91 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHWEST DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 598.50 FEET, AN ARC DISTANCE OF 65.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH $43^{\circ} 53' 16''$ WEST, 65.80 FEET; THENCE NORTH $40^{\circ} 44' 11''$ WEST, 94.26 FEET; THENCE NORTH $48^{\circ} 10' 45''$ EAST, 87.50 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 396-2623
FAX PHONE 396-2623**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

(REVISED SEPTEMBER 5, 2001)

JUNE 14, 2001

BUILDING 1800**THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 340.95 FEET, THENCE SOUTH $38^{\circ} 10' 03''$ WEST, A DISTANCE OF 66.31 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $55^{\circ} 46' 11''$ EAST, 160.00 FEET; THENCE SOUTH $34^{\circ} 13' 49''$ WEST, 87.27 FEET; THENCE NORTH $57^{\circ} 33' 12''$ WEST, 84.43 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWEST DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 598.50 FEET, AN ARC DISTANCE OF 75.70 FEET TO A POINT, SAID ARC SUBTENDED BY A CHORD OF NORTH $53^{\circ} 55' 48''$ WEST, 75.65 FEET; THENCE NORTH $34^{\circ} 13' 49''$ EAST, 87.38 FEET TO THE POINT OF BEGINNING.

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CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

(REVISED SEPTEMBER 5, 2001)

JUNE 14, 2001

BUILDING 1900

THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 515.13 FEET; THENCE SOUTH $38^{\circ} 10' 03''$ WEST, 56.97 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $59^{\circ} 16' 41''$ EAST, 160.00 FEET; THENCE SOUTH $30^{\circ} 43' 19''$ WEST, 89.00 FEET; THENCE NORTH $57^{\circ} 33' 12''$ WEST, 160.07 FEET; THENCE NORTH $30^{\circ} 43' 19''$ EAST, 84.18 FEET TO THE POINT OF BEGINNING.

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CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SEPTEMBER 17, 2001

**BUILDING 2000
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 1,256.71 FEET; THENCE NORTH $88^{\circ} 48' 51''$ EAST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1,929.06 FEET; THENCE NORTH $01^{\circ} 11' 09''$ WEST, A DISTANCE OF 20.52 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 41.50 FEET, AN ARC DISTANCE OF 95.56 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH $13^{\circ} 22' 24''$ WEST, 75.80 FEET; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 98.50 FEET, AN ARC DISTANCE OF 37.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH $68^{\circ} 26' 48''$ WEST, 37.23 FEET; THENCE NORTH $57^{\circ} 33' 12''$ WEST, 15.46 FEET; THENCE NORTH $46^{\circ} 09' 30''$ EAST, 111.31 FEET; THENCE SOUTH $43^{\circ} 50' 30''$ EAST, 160.00 FEET; THENCE SOUTH $46^{\circ} 09' 30''$ WEST, 94.91 FEET; THENCE SOUTH $88^{\circ} 48' 51''$ WEST, 41.34 FEET; THENCE NORTH $60^{\circ} 22' 03''$ WEST, 18.55 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

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CLARSON AND ASSOCIATES INC.**PROFESSIONAL SURVEYORS & MAPPERS****1643 NALDO AVENUE****JACKSONVILLE, FLORIDA 32207**

SEPTEMBER 17, 2001

**BUILDING 2100
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 1,256.71 FEET; THENCE NORTH $88^{\circ} 48' 51''$ EAST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1,820.25 FEET; THENCE NORTH $01^{\circ} 11' 09''$ WEST, A DISTANCE OF 10.38 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $57^{\circ} 33' 12''$ WEST, 160.00 FEET; THENCE NORTH $32^{\circ} 26' 48''$ EAST, 87.50 FEET; THENCE SOUTH $57^{\circ} 33' 12''$ EAST, 140.27 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 28.50 FEET, AN ARC DISTANCE OF 21.79 FEET TO A POINT, SAID ARC SUBTENDED BY A CHORD OF SOUTH $35^{\circ} 38' 46''$ EAST, 21.27 FEET; THENCE SOUTH $32^{\circ} 26' 48''$ WEST, 79.57 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 398-2623
FAX PHONE 398-2633

CLARSON AND ASSOCIATES INC.**PROFESSIONAL SURVEYORS & MAPPERS****1643 NALDO AVENUE****JACKSONVILLE, FLORIDA 32207**

SEPTEMBER 17, 2001

**BUILDING 2200
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 1,256.71 FEET; THENCE NORTH 88° 48' 51" EAST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1,539.96 FEET; THENCE NORTH 01° 11' 09" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 29° 11' 09" WEST, 77.75 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 3.50 FEET, AN ARC DISTANCE OF 5.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 15° 48' 51" EAST, 4.95 FEET; THENCE NORTH 60° 48' 51" EAST, 74.71 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 225.50 FEET, AN ARC DISTANCE OF 79.55 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 50° 42' 30" EAST, 79.14 FEET; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3.50 FEET, AN ARC DISTANCE OF 4.27 FEET TO A POINT, SAID ARC SUBTENDED BY A CHORD OF NORTH 75° 32' 41" EAST, 4.01 FEET; THENCE SOUTH 29° 11' 09" EAST, 94.12 FEET; THENCE SOUTH 60° 48' 51" WEST, 160.00 FEET TO THE POINT OF BEGINNING.

OFFICE PHONE 386-2623
FAX PHONE 386-2623

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SEPTEMBER 17, 2001

**BUILDING 2300
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 1,256.71 FEET; THENCE NORTH 88° 48' 51" EAST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1,373.19 FEET; THENCE NORTH 01° 11' 09" WEST, A DISTANCE OF 47.33 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 29° 11' 09" WEST, 84.48 FEET; THENCE NORTH 60° 48' 51" EAST, 160.00 FEET; THENCE SOUTH 29° 11' 09" EAST, 87.50 FEET; THENCE SOUTH 60° 48' 51" WEST, 135.80 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 98.50 FEET, AN ARC DISTANCE OF 24.45 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A CHORD OF SOUTH 67° 55' 31" WEST, 24.39 FEET.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.**PROFESSIONAL SURVEYORS & MAPPERS****1643 NALDO AVENUE****JACKSONVILLE, FLORIDA 32207**

SEPTEMBER 17, 2001

**BUILDING 2400
THE VISTAS AT STONEBRIDGE VILLAGE
A CONDOMINIUM**

FOR: PULTE HOME CORPORATION

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 1,256.71 FEET; THENCE NORTH $88^{\circ} 48' 51''$ EAST, ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5698, PAGE 1776 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1,141.29 FEET; THENCE NORTH $01^{\circ} 11' 09''$ WEST, A DISTANCE OF 62.29 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH $05^{\circ} 19' 28''$ EAST, 87.32 FEET; THENCE SOUTH $84^{\circ} 40' 32''$ EAST, 160.00 FEET; THENCE SOUTH $05^{\circ} 19' 28''$ WEST, 86.97 FEET; THENCE SOUTH $88^{\circ} 48' 52''$ WEST, 21.75 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 486.50 FEET, AN ARC DISTANCE OF 107.92 FEET TO THE POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH $84^{\circ} 49' 51''$ WEST, 107.70 FEET; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 513.50 FEET, AN ARC DISTANCE OF 30.79 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A CHORD OF NORTH $80^{\circ} 11' 39''$ WEST, 30.79 FEET.

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2001261994
Book: 10188
Pages: 1683 - 1693
Filed & Recorded
10/15/2001 03:53:55 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 6.00
RECORDING \$ 45.00

5 MIN. RETURN
PHONE # 733-7300

**THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM
(A Portion of Phase I)
(Building 1300)**

THIS AMENDMENT is made this 15th day of October, 2001, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

11

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and

the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase I to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase I Land (Building 1300) to the Declaration, in place of the site plans for Building 1300 that are currently attached to the Declaration.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 15th day of October, 2001.

Witnesses:

Heather Freeman

Print Name: Heather Freeman

Guy W. Creveling

Print Name: Guy W. CREVELING

PULTE HOME CORPORATION,
a Michigan corporation

By: *John D. Molynaux*
Name: John D. Molynaux
Its Attorney-In-Fact

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of October, 2001, by John D. Molynaux, the Attorney-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Linda A. Schaedel

(Signature of Notary Public)

LINDA A. SCHAEDEL

(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida

Commission number: DD 036580

My commission expires: JUNE 25, 2005

(SEAL)



ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM

A Portion of Phase I (Building 1300)

The legal description of a portion of Phase I (Building 1300) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH 00° 18' 22" WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH 59° 51' 00" EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH 16° 20' 10" EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 30° 24' 55" EAST, 145.80 FEET; RUN THENCE SOUTH 42° 32' 46" EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 56' 31" EAST, 217.57 FEET; RUN THENCE SOUTH 51° 49' 57" EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH 38° 41' 41" WEST, A DISTANCE OF 22.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 34° 12' 23" WEST, A DISTANCE OF 100.88 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 161.79 FEET, SAID ARC BEING SUBTENDE BY A CHORD OF NORTH 55° 47' 37" WEST, 160.00 FEET; RUN THENCE NORTH 34° 12' 23" EAST, A DISTANCE OF 100.88 FEET; RUN THENCE SOUTH 55° 47' 37" EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase I (Building 1300) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "////" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1300 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

JAX1 #630212 v1

CLARSON AND ASSOCIATES INC.

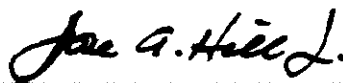
PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1301, 1302, 1303, 1304, 1305, 1306, 1307 and 1308, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

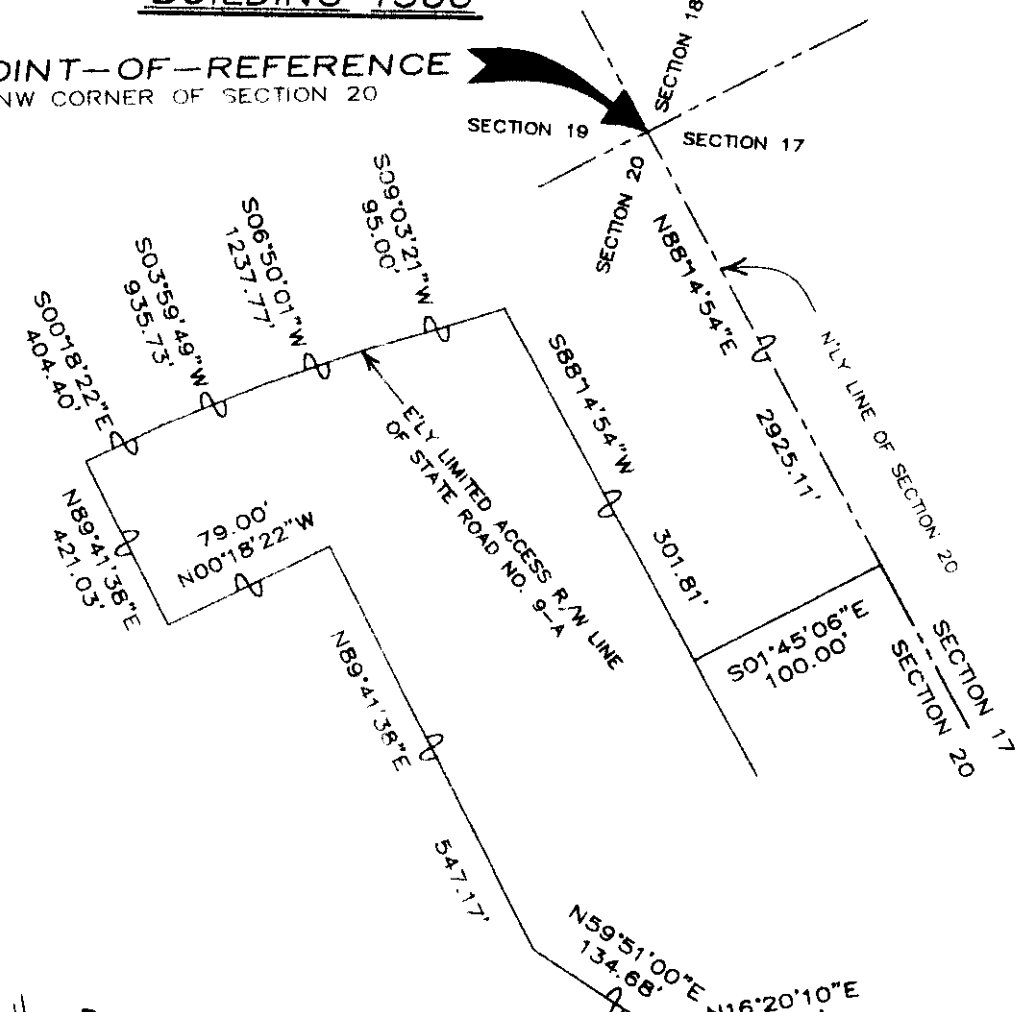
Date: October 12, 2001

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

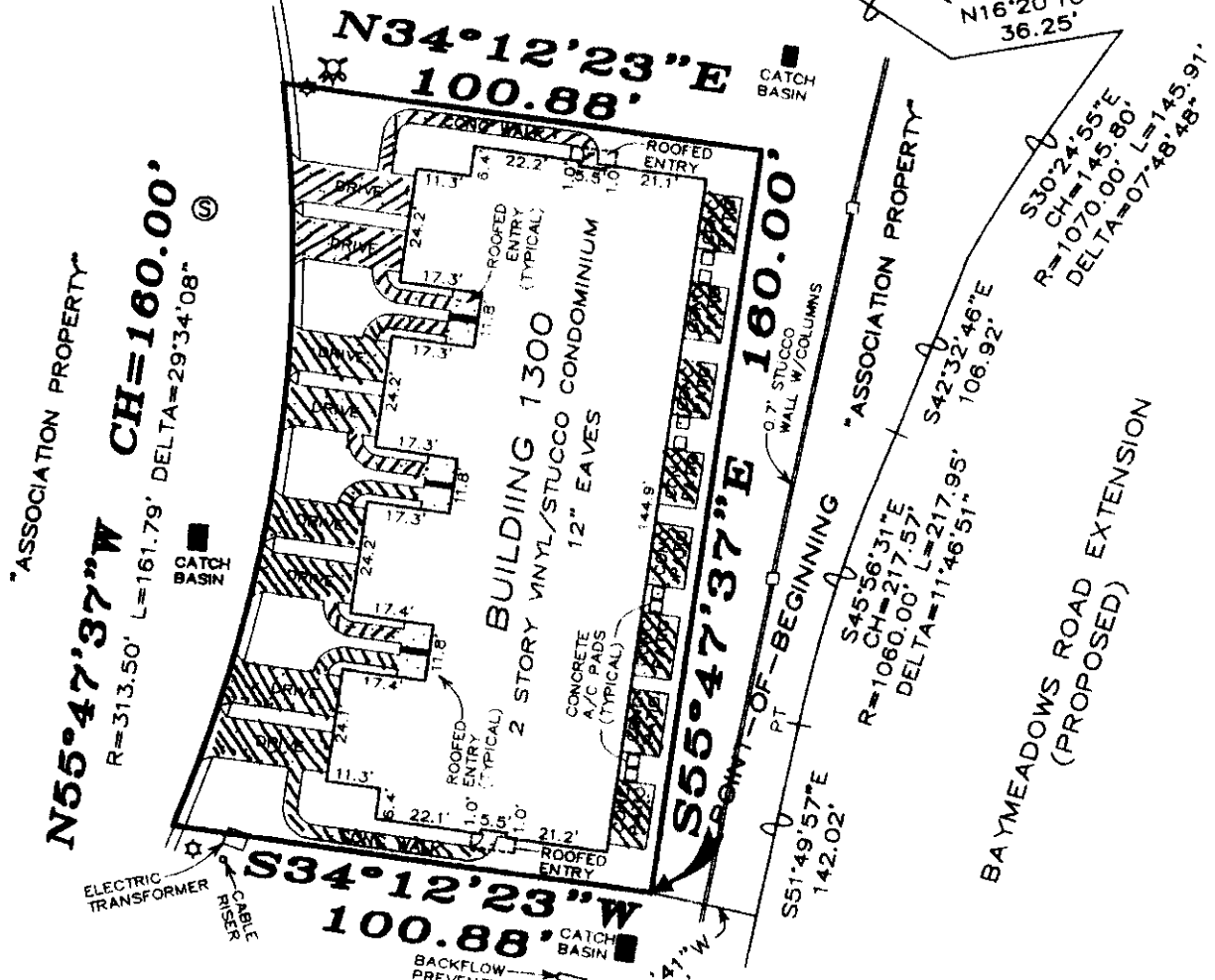
PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1300

POINT-OF-REFERENCE
NW CORNER OF SECTION 20

- LEGEND**
- TRANSFORMER
 - CONC. A/C PAD
 - CATCH BASIN
 - WATER VALVE
 - HANDICAP PARKING
 - LIGHT POLE
 - FIRE HYDRANT
 - SANITARY SEWER MANHOLE



NOTE: ALL LANDS OUTSIDE THE BUILDING FOOTPRINT WILL BE CONVEYED TO THE MASTER ASSOCIATION AS MASTER ASSOCIATION COMMON PROPERTY



- NOTES:**
- SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 - REVISED AND UPDATED OCTOBER 12, 2001.
 - SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
 - SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.

SIGNED: 10-12-2001
SCALE: 1" = 40'

Jose A. Hill, Jr.
JOSE A. HILL, JR.
REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

FIELD BOOK 642; PAGE 54
FIELD BOOK 676; PAGES 12, 13

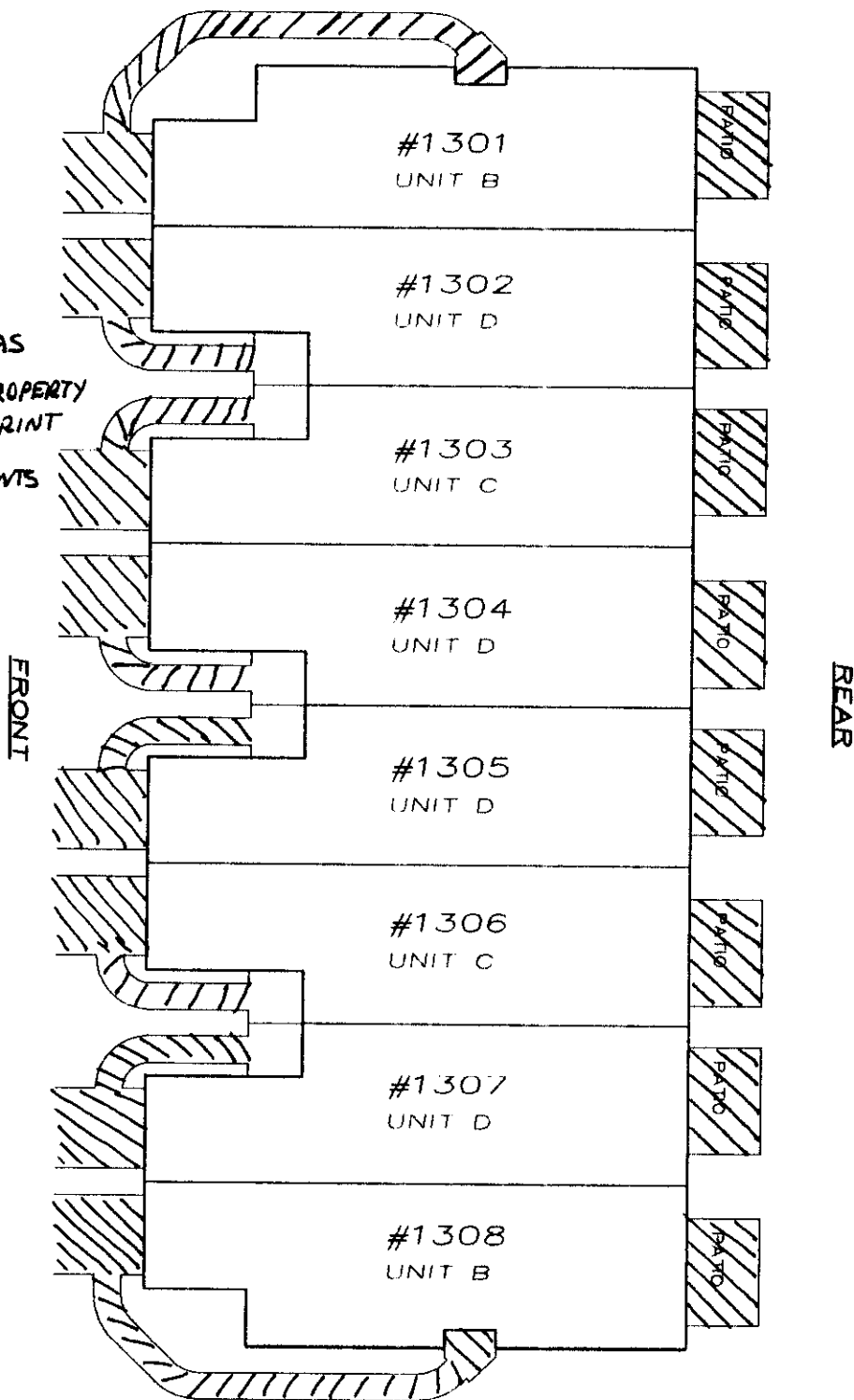
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-398-2623
FAX: (904)-398-2633

PHASING PLAN
**THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM**

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL

NOTE: ALL
DRIVEWAY AREAS
WITHIN THE
CONDOMINIUM PROPERTY
BUILDING FOOTPRINT
ARE LIMITED
COMMON ELEMENTS



NOTE: ALL LANDS OUTSIDE THE BUILDING
FOOTPRINT WILL BE CONVEYED TO THE MASTER
ASSOCIATION AS MASTER ASSOCIATION COMMON
PROPERTY

NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY
SURVEY BY OUR FIRM.

DATE: OCTOBER 12, 2001

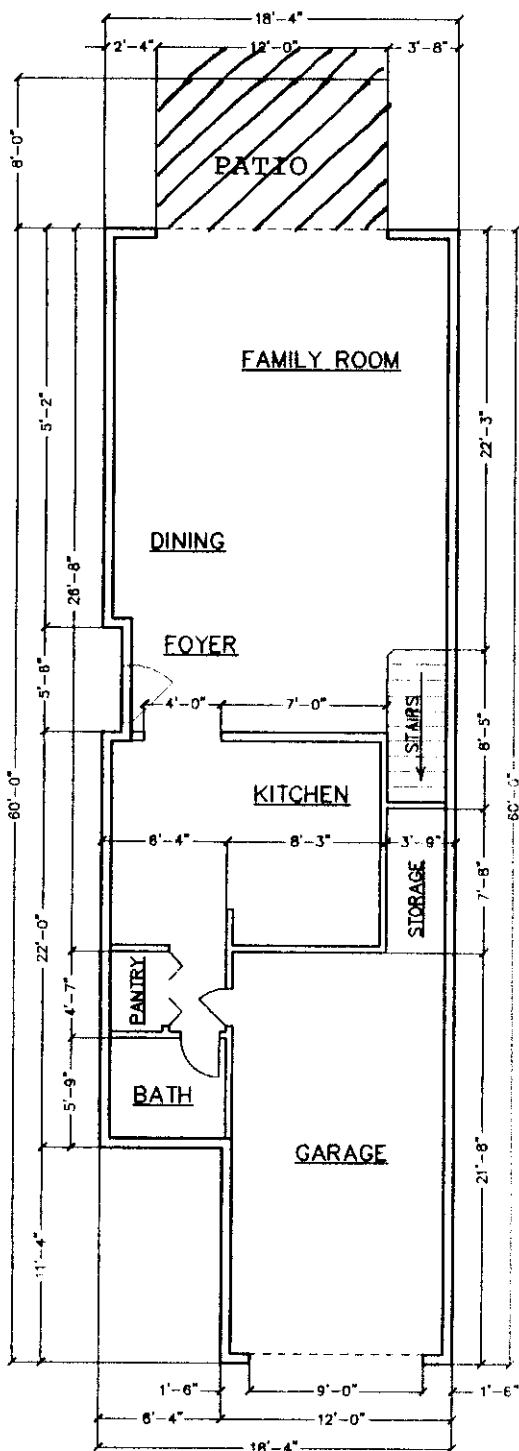
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

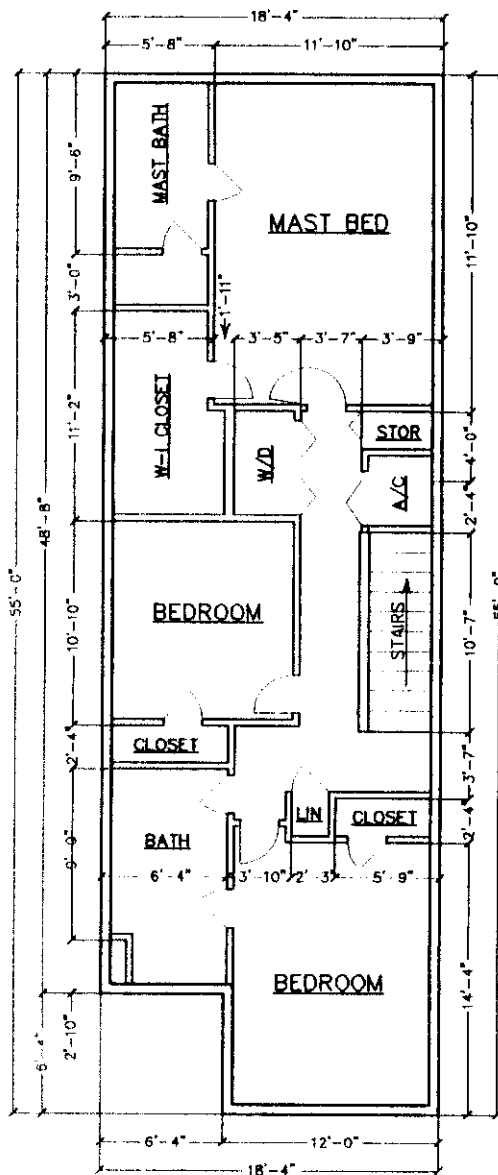
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

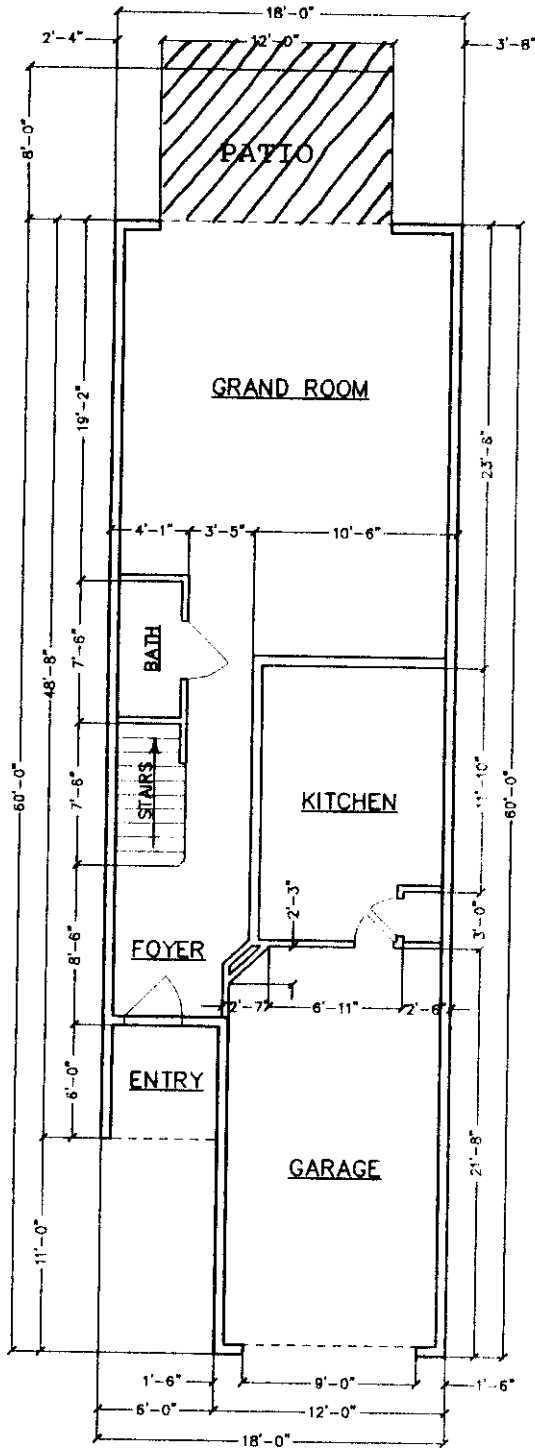
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

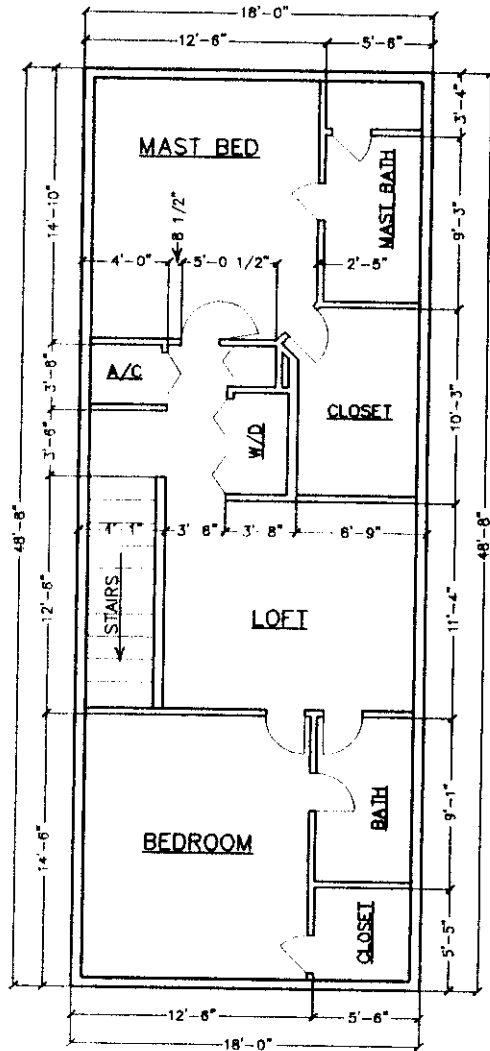
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

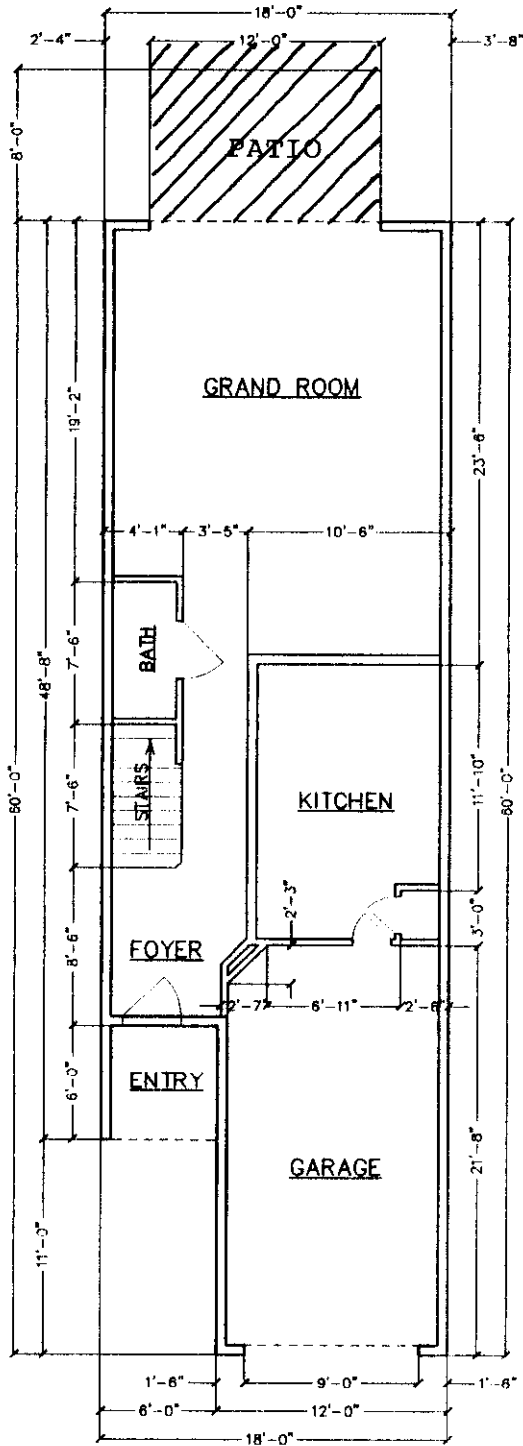
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
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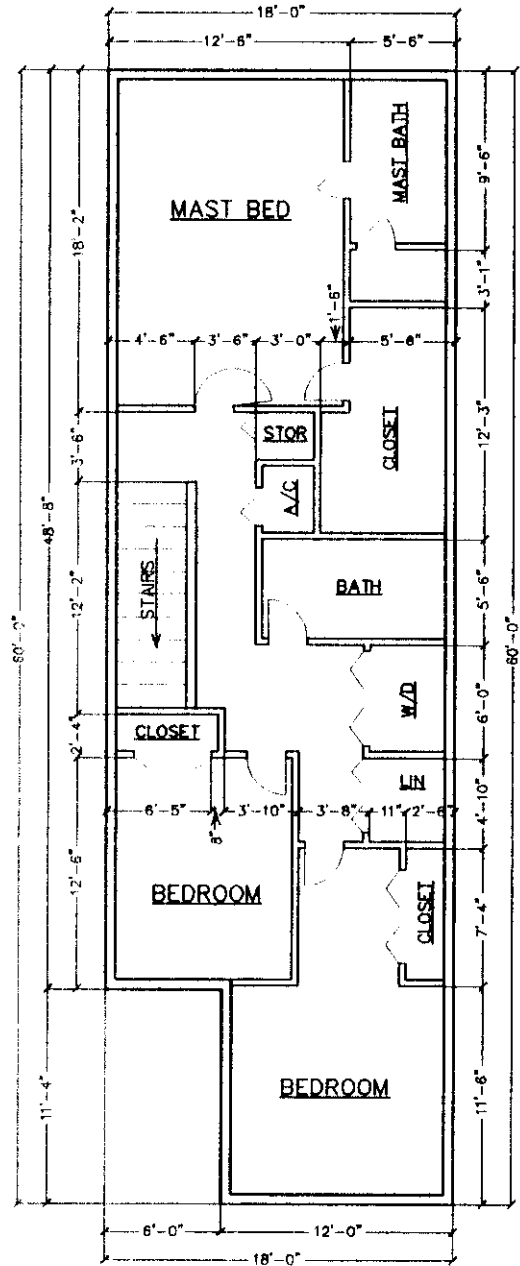
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

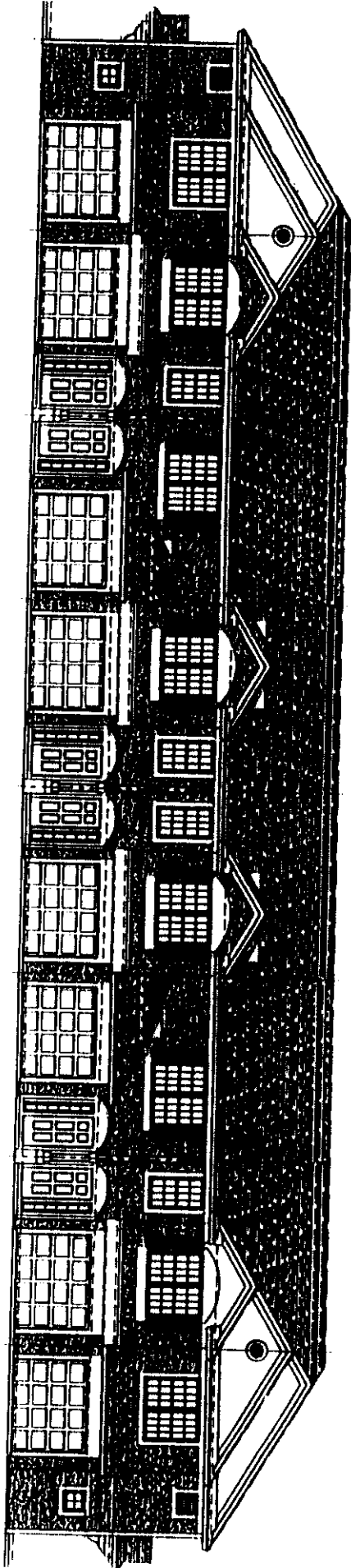
SHEET _____ OF _____ SHEETS

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CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
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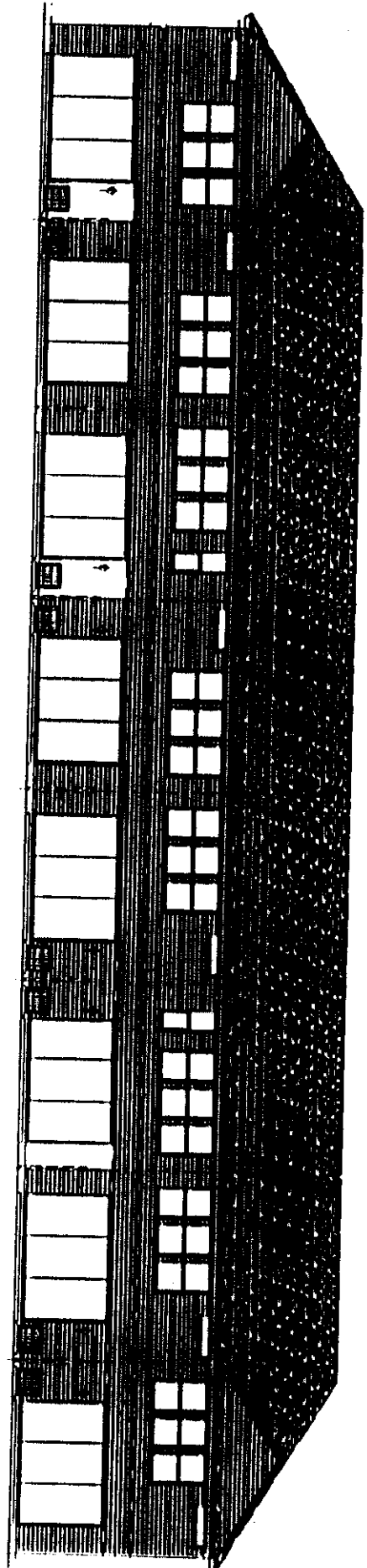
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.

FRONT ELEVATION



REAR ELEVATION



Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2001276577
Book: 10207
Pages: 1164 - 1174
Filed & Recorded
10/30/2001 02:31:04 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 6.00
COPY FEE \$ 11.00
RECORDING \$ 45.00

**FIRST AMENDMENT TO
SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM**

**(A Portion of Phase I)
(Building 1200)**

THIS AMENDMENT is made this 30th day of October, 2001, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

11

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by that certain Third Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1300) recorded in Official Records Book 10188, page 1683, all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase I to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby further amended to more fully depict the Limited Common Elements of Building 1200 of Phase I.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 30th day of October, 2001.

Witnesses:

Christine R Braun
Print Name: Christine R Braun

Meredith S. Meluch
Print Name: Meredith S. Meluch

PULTE HOME CORPORATION,
a Michigan corporation

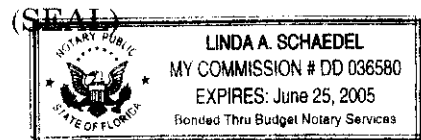
By: John D. Malynaux
Name: John D. Malynaux
Its: President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of October, 2001, by John D. Malynaux, the Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Linda A. Schaedel
(Signature of Notary Public)
LINDA A. SCHAEDEL
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
Commission number: 036580
My commission expires: 6/25/2005



ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM

A Portion of Phase I (Building 1200)

The legal description of a portion of Phase I (Building 1200) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH 00° 18' 22" WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH 59° 51' 00" EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH 16° 20' 10" EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 30° 24' 55" EAST, 145.80 FEET; RUN THENCE SOUTH 42° 32' 46" EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 56' 31" EAST, 217.57 FEET; RUN THENCE SOUTH 51° 49' 57" EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH 38° 41' 41" WEST, A DISTANCE OF 22.56 FEET; RUN THENCE NORTH 55° 47' 37" WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH 74° 40' 17" WEST, A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 07° 41' 44" WEST, A DISTANCE OF 96.18 FEET TO A POINT ON A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 313.50 FEET, AN ARC DISTANCE OF 80.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD OF NORTH 78° 18' 25" WEST, 80.63 FEET; RUN THENCE NORTH 85° 41' 44" WEST, A DISTANCE OF 79.71 FEET; RUN THENCE NORTH 07° 41' 44" EAST, A DISTANCE OF 95.27 FEET; RUN THENCE SOUTH 82° 18' 16" EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase I (Building 1200) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "///" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1200 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

JAX1 #631080 v1

CLARSON AND ASSOCIATES INC.

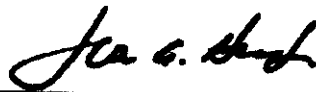
PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1201, 1202, 1203, 1204, 1205, 1206, 1207 and 1208, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

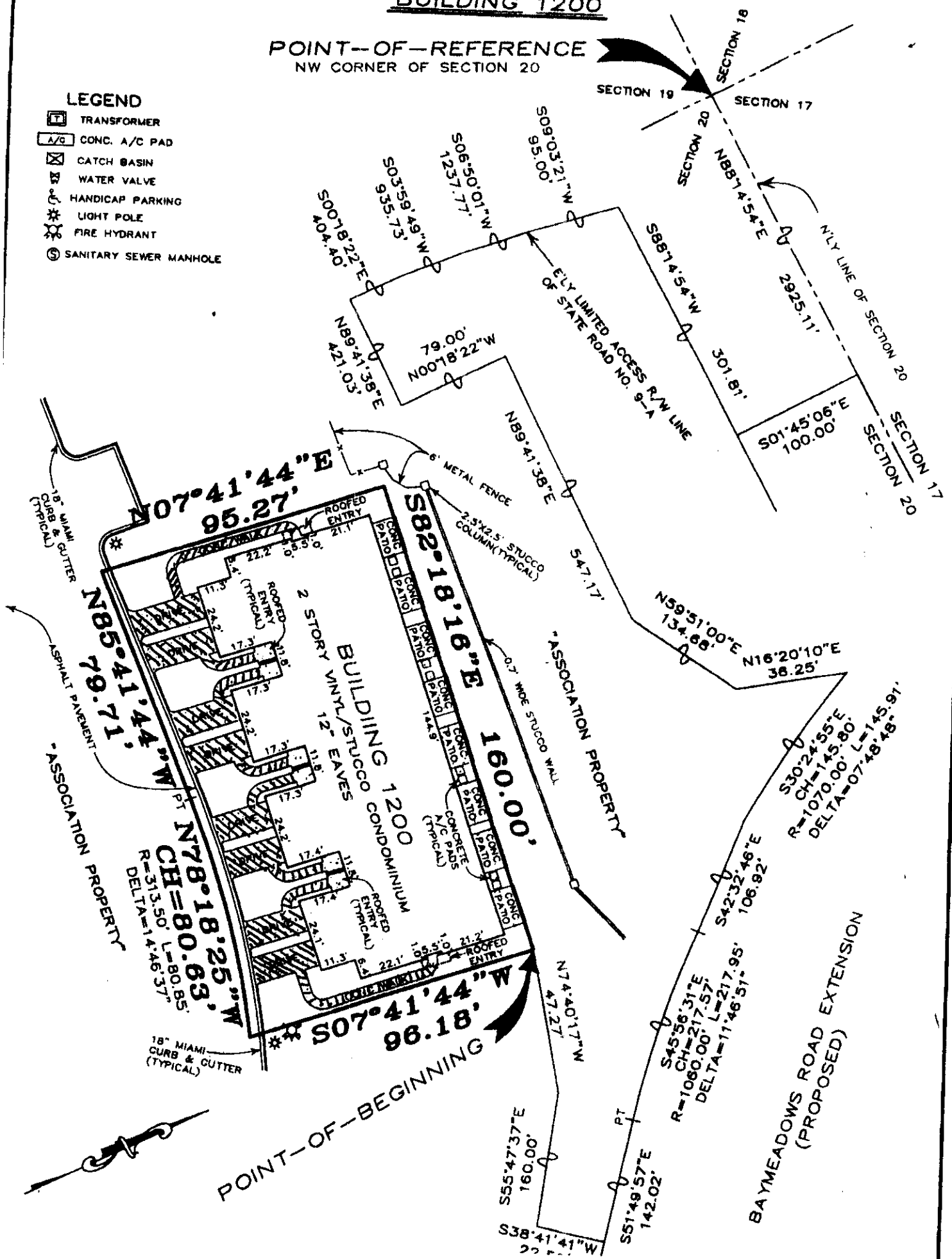
Date: September 12, 2001

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 20 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1200

POINT--OF--REFERENCE
NW CORNER OF SECTION 20

- LEGEND**
-  TRANSFORMER
 -  CONC. A/C PAD
 -  CATCH BASIN
 -  WATER VALVE
 -  HANDICAP PARKING
 -  LIGHT POLE
 -  FIRE HYDRANT
 -  SANITARY SEWER MANHOLE



- NOTES:**
1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 2. REVISED AND UPDATED SEPTEMBER 10, 2001.
 3. SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
 4. SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.

NOTE: ALL LANDS OUTSIDE THE BUILDING FOOTPRINT WILL BE CONVEYED TO THE MASTER ASSOCIATION AS MASTER ASSOCIATION COMMON PROPERTY

SIGNED: 9-12-2001
SCALE: 1" = 40'

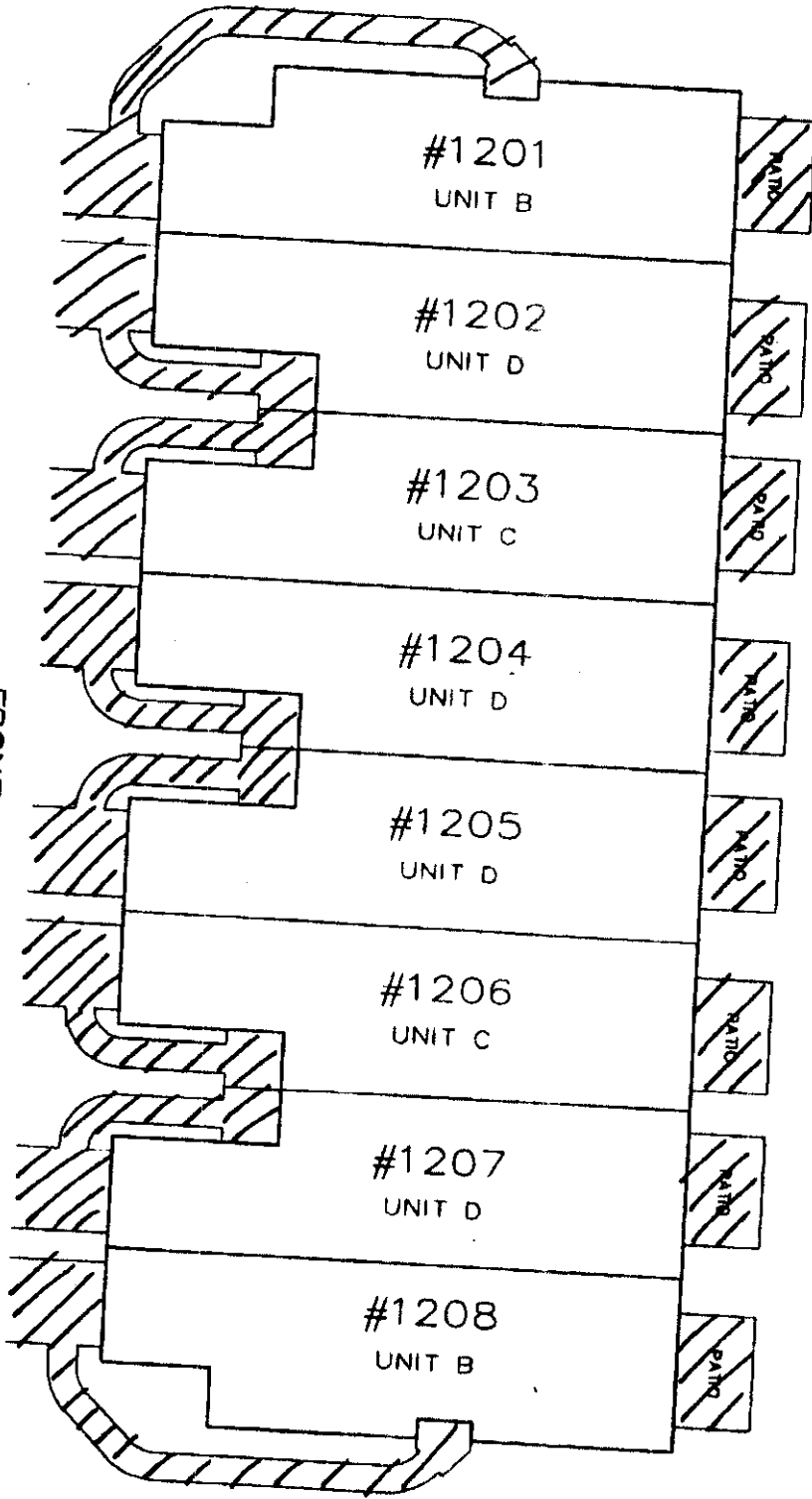
Jose A. Hill, Jr.
JOSE A. HILL, JR.
REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1843 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
 RANGE 28 EAST, DUVAL COUNTY, FLORIDA.
 UNIT NUMBERING & MODEL NUMBERING DETAIL

Book 10207 Page 1170



Note: All driveway areas within the Condominium Property building footprint are limited Common Elements

NOTE: ALL LANDS OUTSIDE THE BUILDING FOOTPRINT WILL BE CONVEYED TO THE MASTER ASSOCIATION AS MASTER ASSOCIATION COMMON PROPERTY

NOTE:
 1) SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 DATE: SEPTEMBER 10, 2001

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-398-2623
 FAX: (904)-398-2633

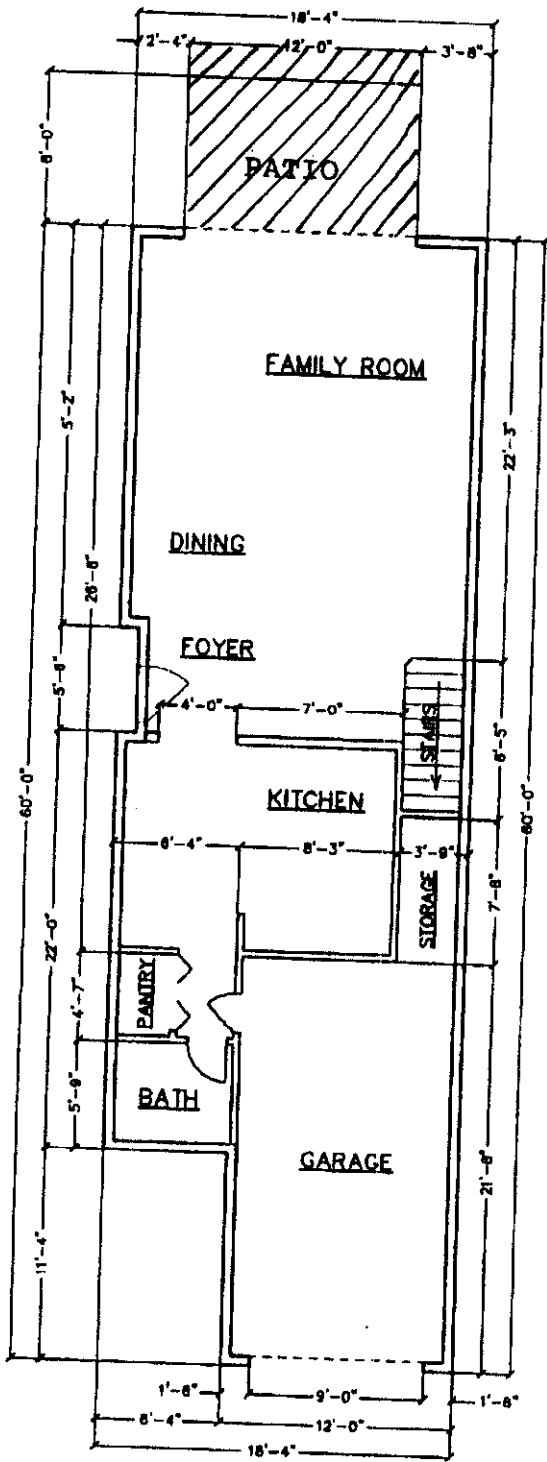
PHASING PLAN

THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

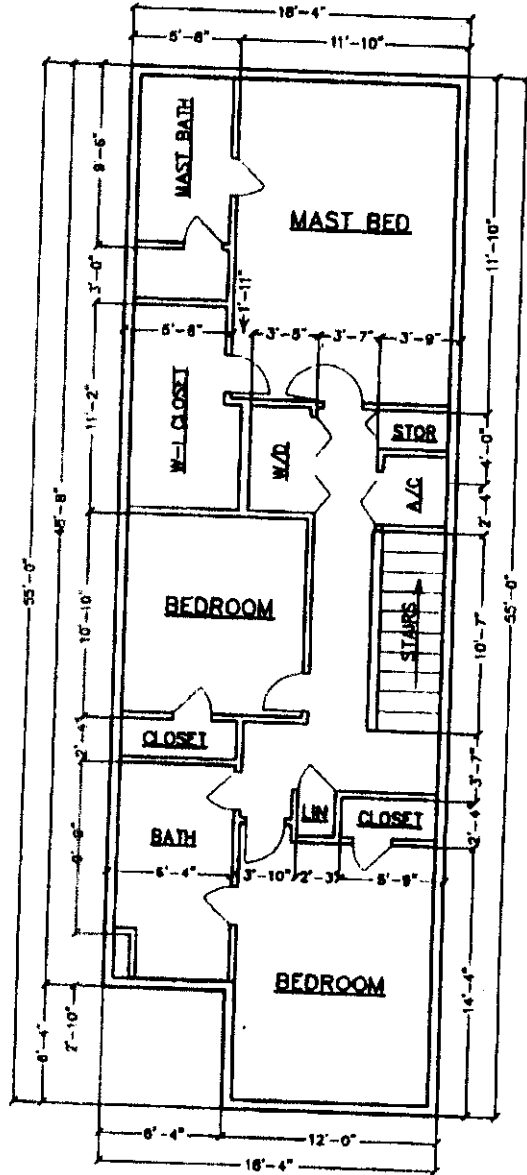
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

Book 10207 Page 1171



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-398-2623
 FAX: (904)-398-2633

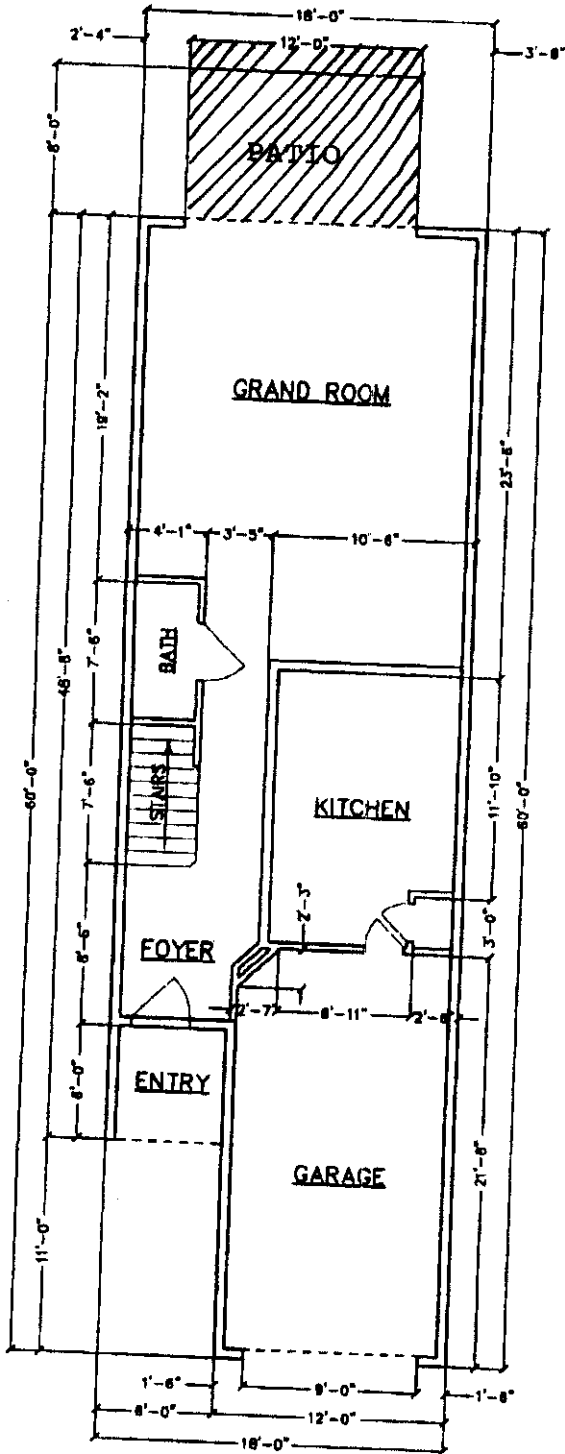
PHASING PLAN

THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

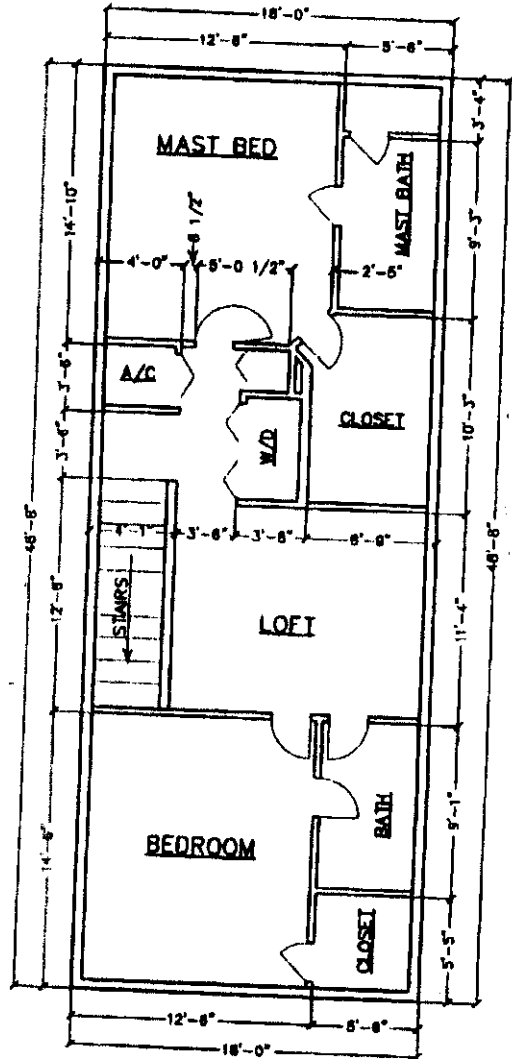
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

Book 10207 Page 1172



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

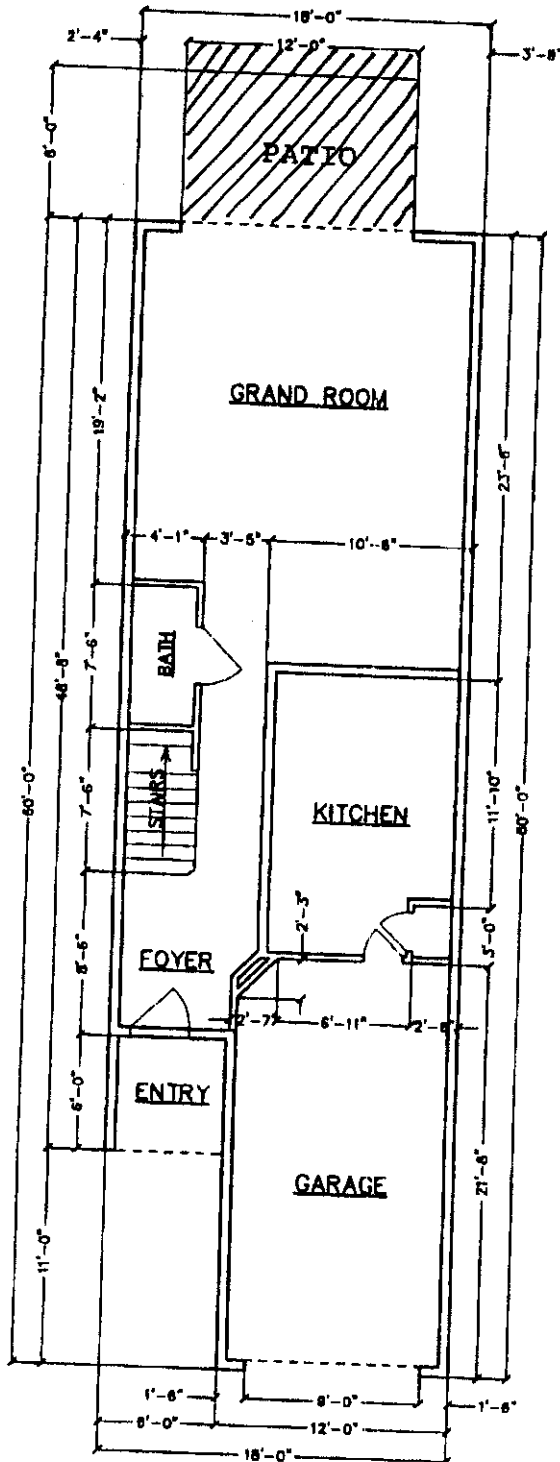
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1843 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2823
 FAX: (904)-396-2833

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

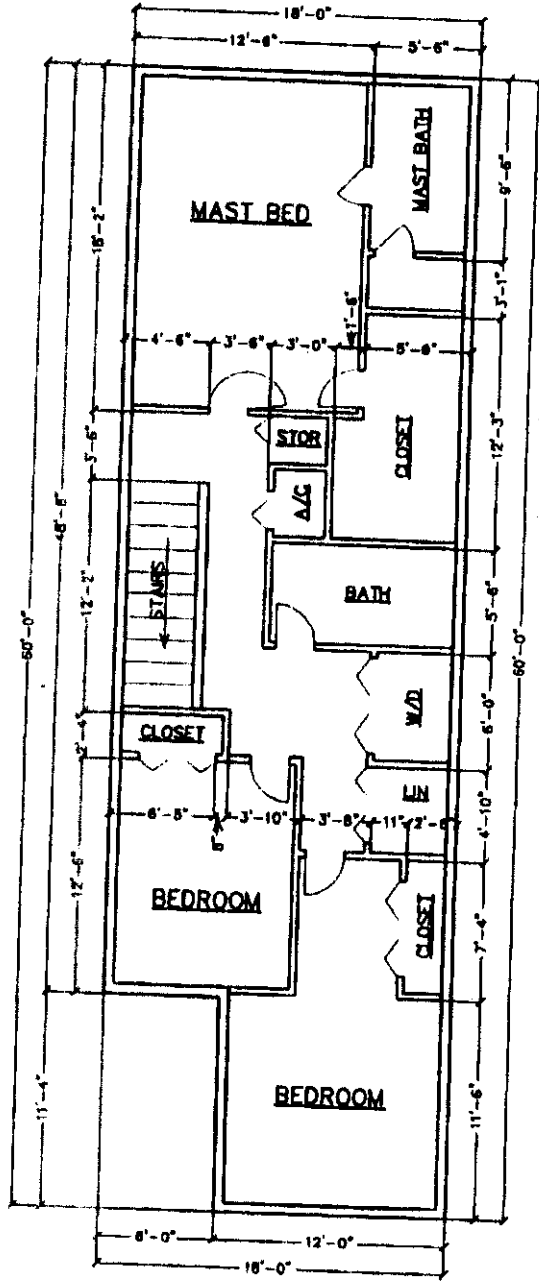
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

Book 10207 Page 1173



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

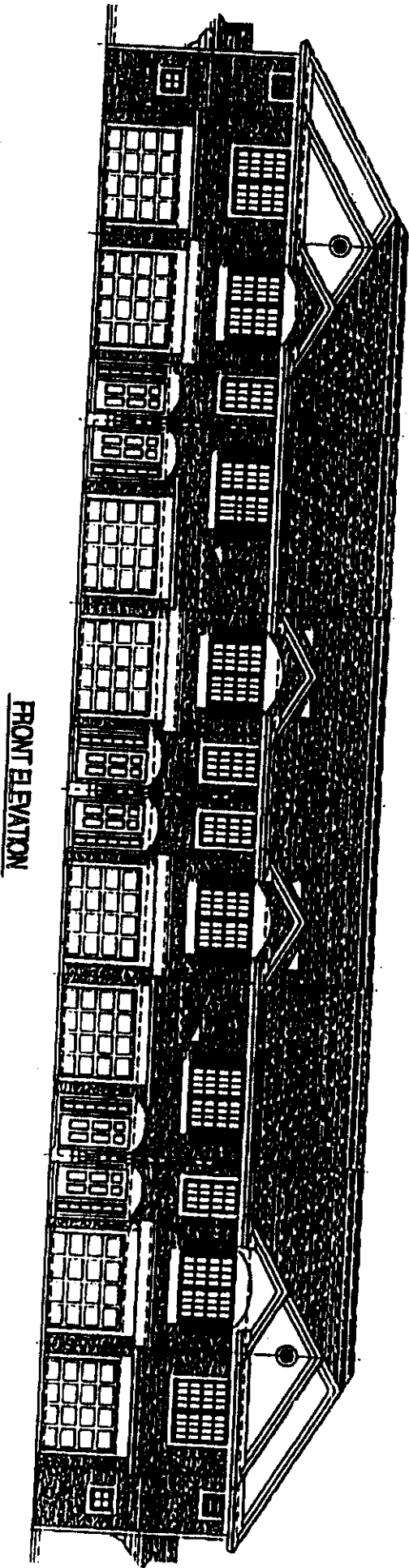
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

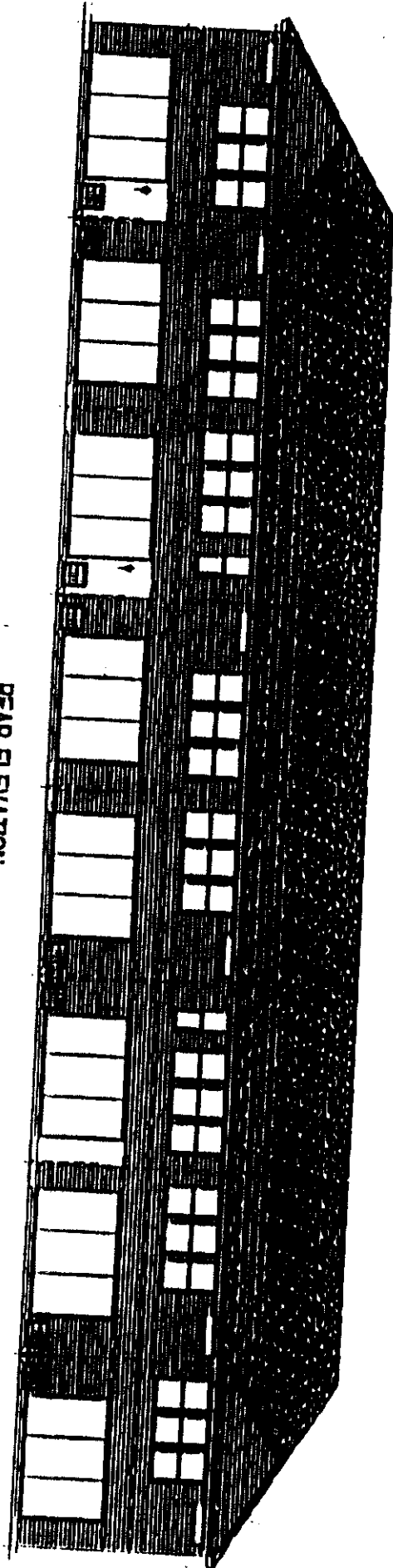
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.

Book 10207 Page 1174



FRONT ELEVATION



REAR ELEVATION

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2001281582
Book: 10215
Pages: 47 - 57
Filed & Recorded
11/05/2001 12:05:52 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 6.00
RECORDING \$ 45.00
CERTIFY \$ 1.00
COPY FEE \$ 11.00

**FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM**

**(A Portion of Phase I)
(Building 1400)**

THIS AMENDMENT is made this 5th day of November, 2001, by **PULTE HOME CORPORATION**, a Michigan Corporation (“Developer”).

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by that certain Third Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1300) recorded in Official Records Book 10188, page 1683, as further amended by First Amendment to Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase 1) (Building 1200), recorded in Official Records Book 10207, page 1164-1174, all of the public records of Duval County, Florida (referred to herein collectively as the “Declaration”).

B. Vistas at Stonebridge Village I, A Condominium (“Condominium”) is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and



the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase I to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase I Land (Building 1400) to the Declaration, in place of the site plans for Building 1400 that are currently attached to the Declaration.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 5th day of November, 2001.

Witnesses:

Christine R Braun
Print Name: Christine R Braun

Mercedith S. Meluch
Print Name: Mercedith S. Meluch

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Name: Chris Vauzant
Its Attorney-in-fact

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of November, 2001, by Chris Vauzant, the Attorney-in-fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

[Signature]
(Signature of Notary Public)
LINDA A. SCHAEDEL
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
Commission number: DD 036580
My commission expires: June 25, 2005

(SEAL)



**ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM
A Portion of Phase I (Building 1400)**

The legal description of a portion of Phase I (Building 1400) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH 00° 18' 22" WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH 59° 51' 00" EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH 16° 20' 10" EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30° 24' 55" EAST, 145.80 FEET; RUN THENCE SOUTH 42° 32' 46" EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 56' 31" EAST, 217.57 FEET; RUN THENCE SOUTH 51° 49' 57" EAST, A DISTANCE OF 142.02 FEET; RUN THENCE SOUTH 38° 41' 41" WEST, A DISTANCE OF 22.56 FEET; RUN THENCE SOUTH 34° 12' 23" WEST, A DISTANCE OF 100.88 FEET; RUN THENCE NORTH 65° 45' 48" WEST, A DISTANCE OF 99.14 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 15° 46' 22" WEST, A DISTANCE OF 15.08 FEET; RUN THENCE SOUTH 01° 29' 25" WEST, A DISTANCE OF 21.76 FEET; RUN THENCE SOUTH 15° 46' 22" WEST, A DISTANCE OF 54.43 FEET; RUN THENCE NORTH 74° 13' 38" WEST, A DISTANCE OF 160.00 FEET; RUN THENCE NORTH 15° 46' 22" EAST, A DISTANCE OF 89.65 FEET; RUN THENCE SOUTH 85° 41' 44" EAST, A DISTANCE OF 24.48 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 286.50 FEET, AN ARC DISTANCE OF 131.86 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A CHORD OF SOUTH 72° 30' 37" EAST, 130.70 FEET.

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase I (Building 1400) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "///" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1400 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1401, 1402, 1403, 1404, 1405, 1406, 1407 and 1408, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill Jr.
Florida Registered Surveyor No. 4487

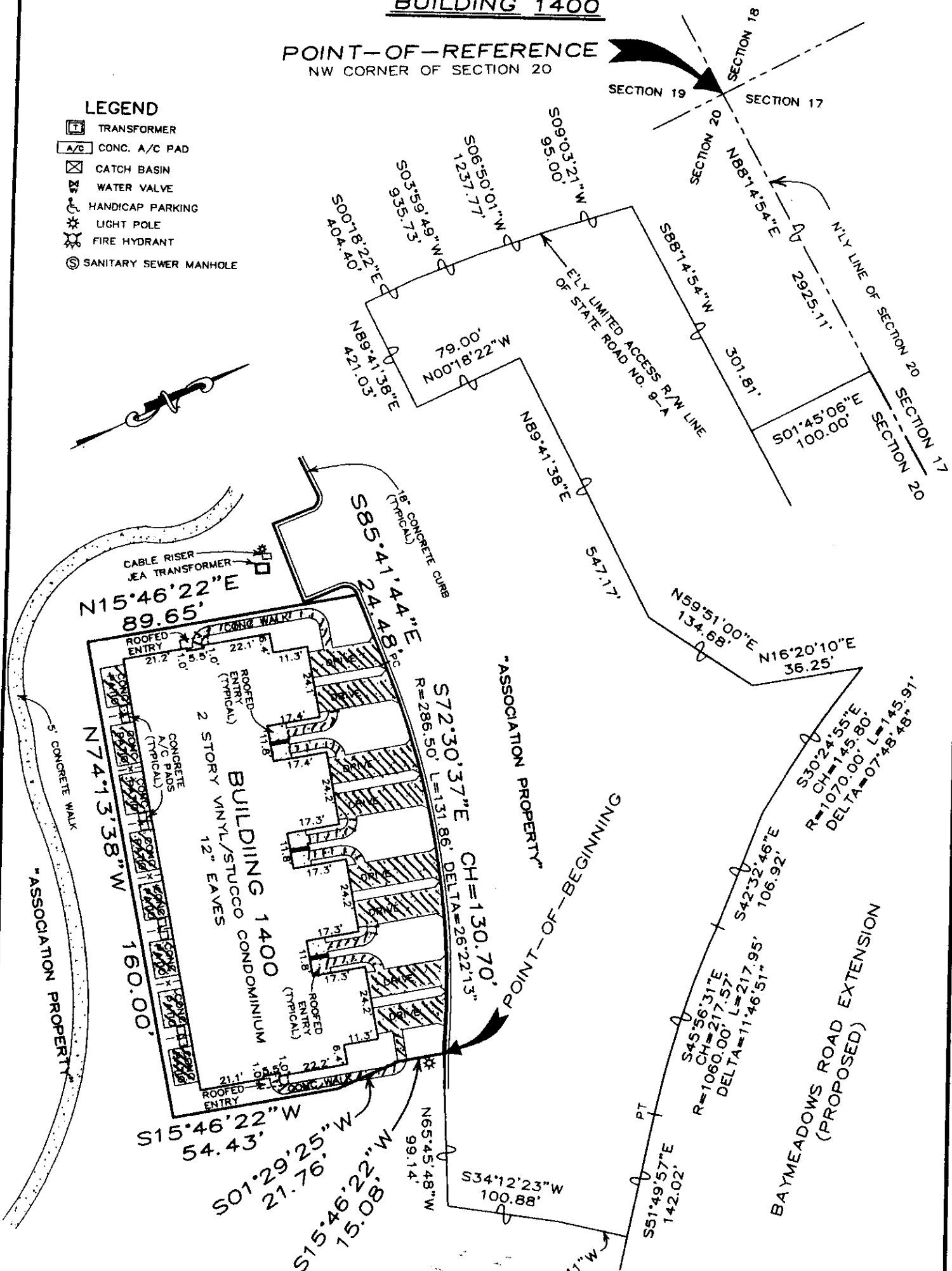
Date: November 1, 2001

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1400

POINT-OF-REFERENCE
NW CORNER OF SECTION 20

- LEGEND**
-  TRANSFORMER
 -  CONC. A/C PAD
 -  CATCH BASIN
 -  WATER VALVE
 -  HANDICAP PARKING
 -  LIGHT POLE
 -  FIRE HYDRANT
 -  SANITARY SEWER MANHOLE



NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. REVISED AND UPDATED NOVEMBER 1, 2001.
3. SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
4. SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.

SIGNED: 11-2-2001

SCALE: 1" = 40'

Jose A. Hill
JOSE A. HILL, JR.

REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

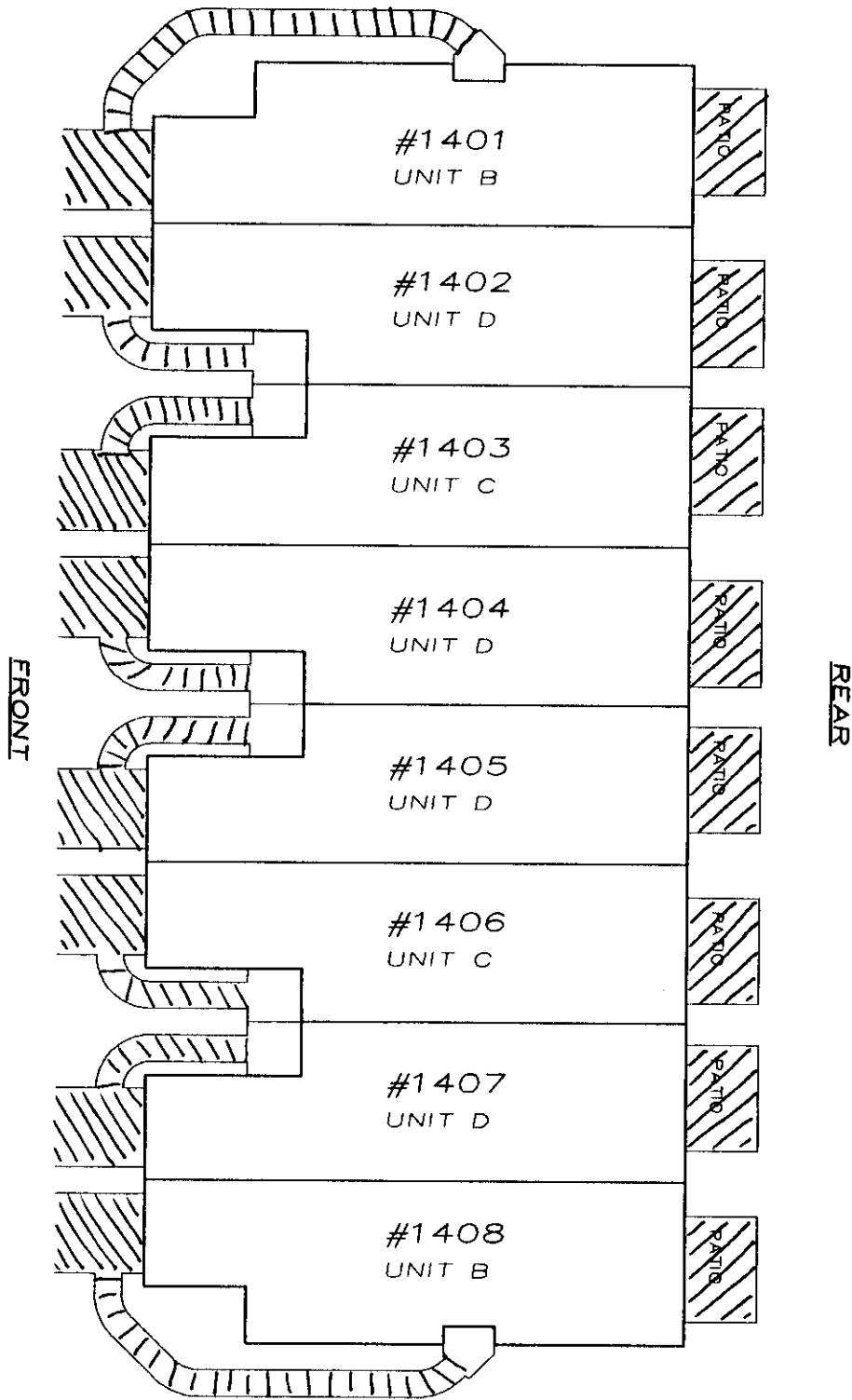
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

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PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL



NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

DATE: NOVEMBER 1, 2001

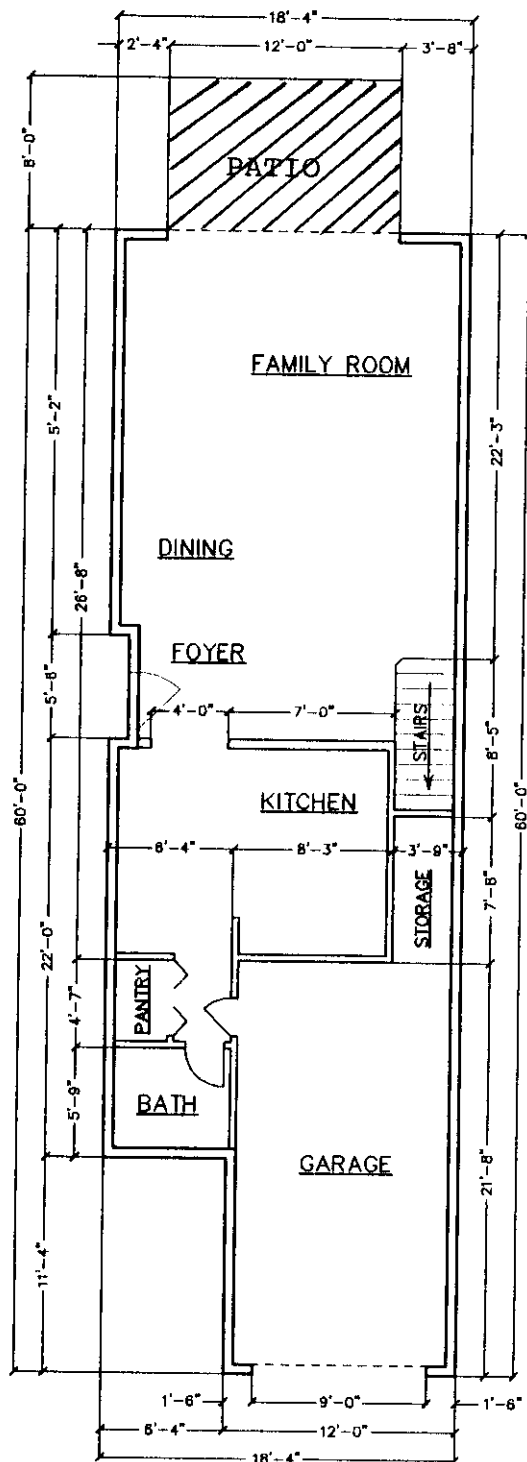
PREPARED BY:
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 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2823
 FAX: (904)-396-2633

PHASING PLAN

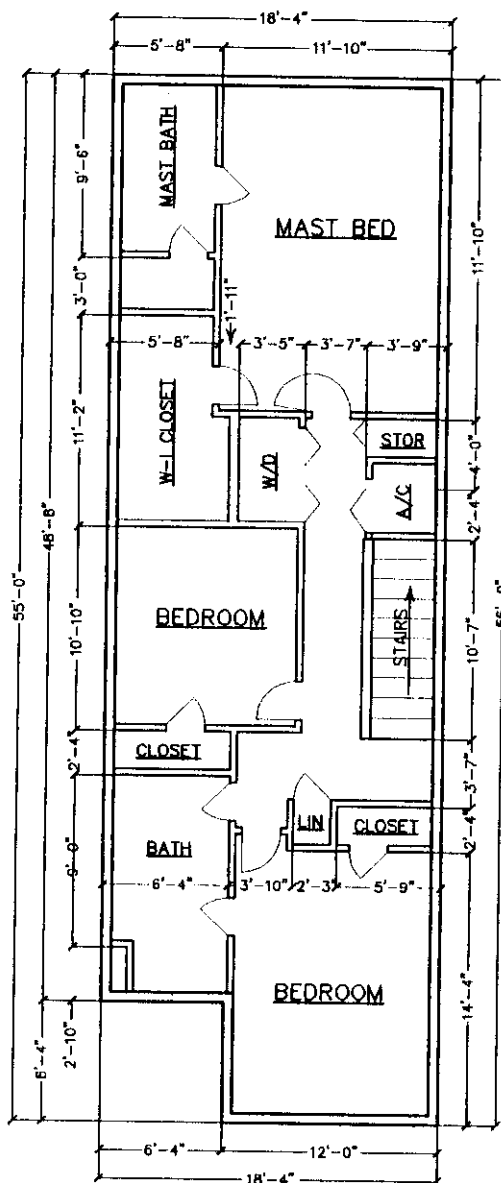
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

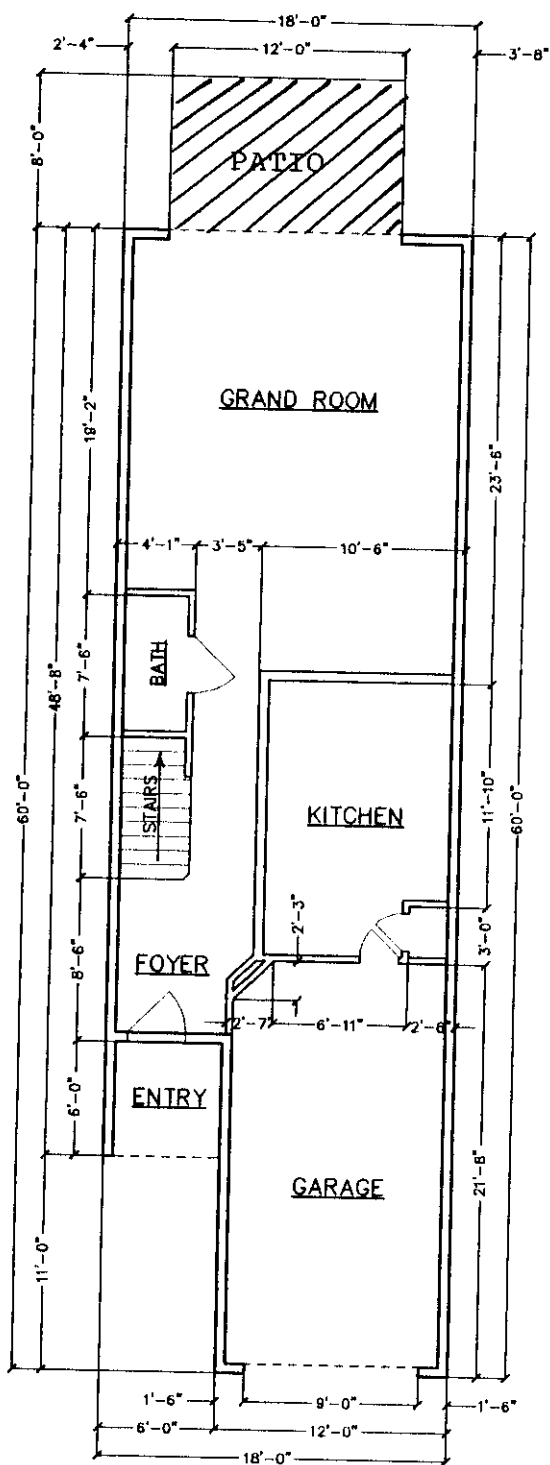
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

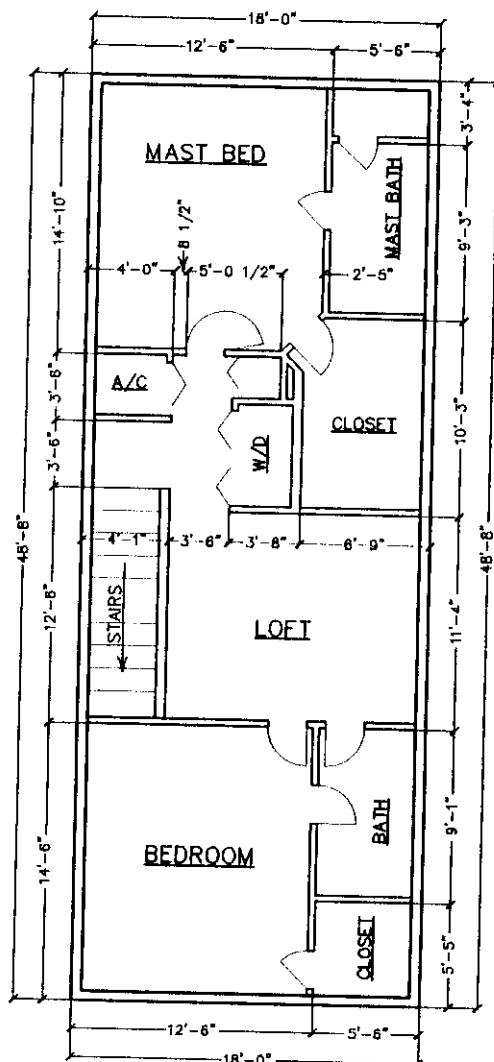
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

- 1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
- 3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

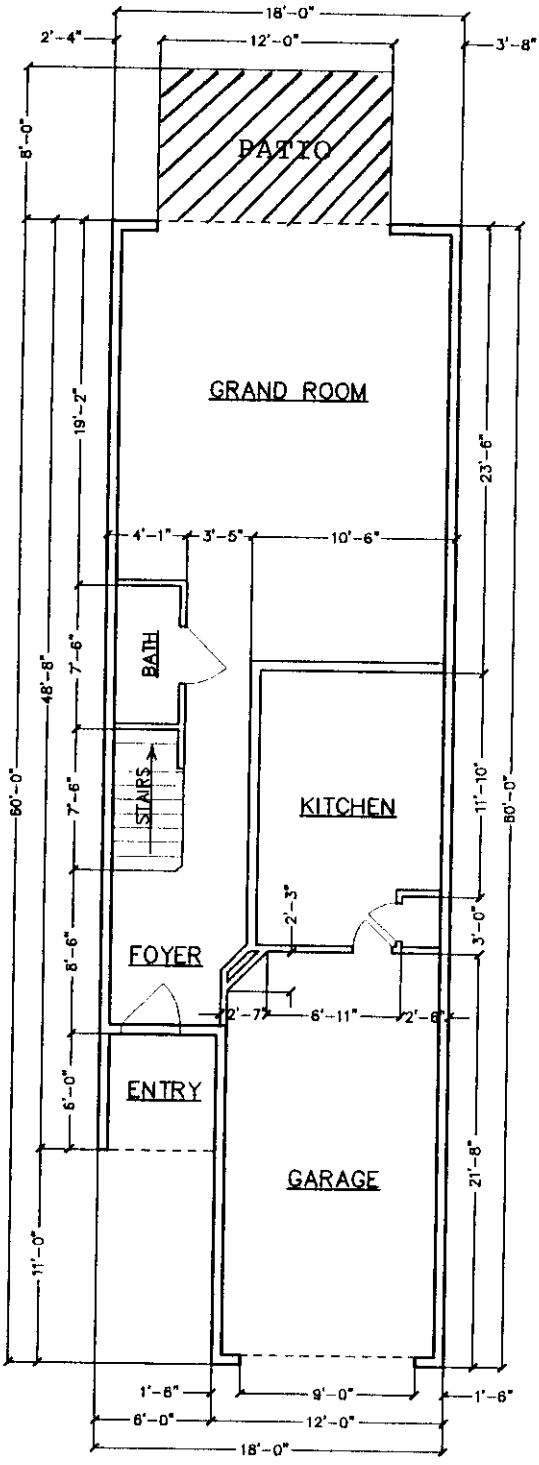
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

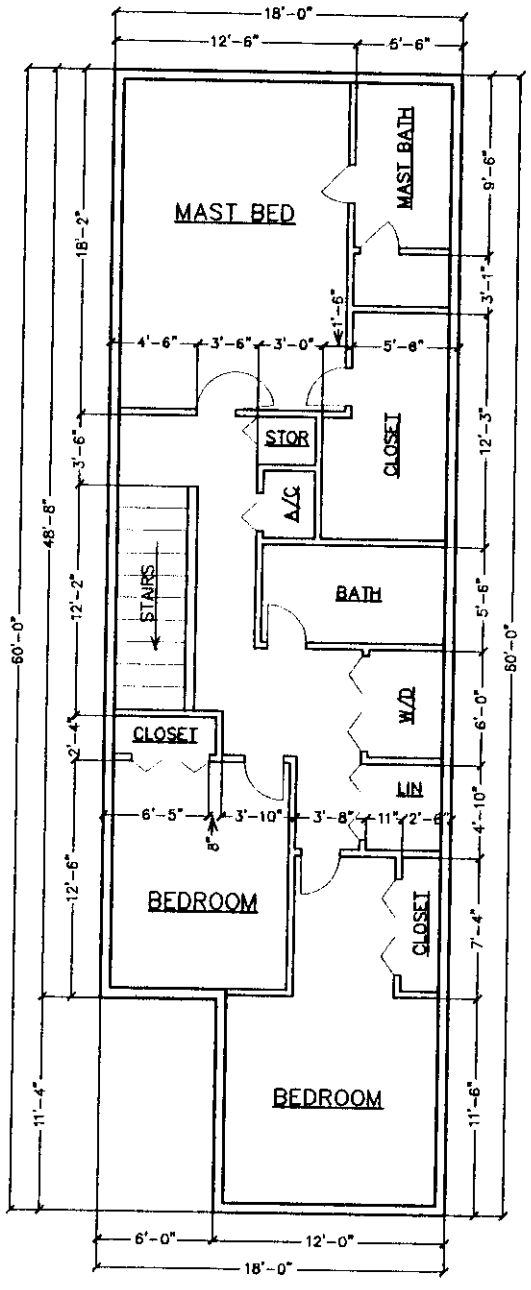
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

BOOK NUMBER 10215 PAGE 56



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

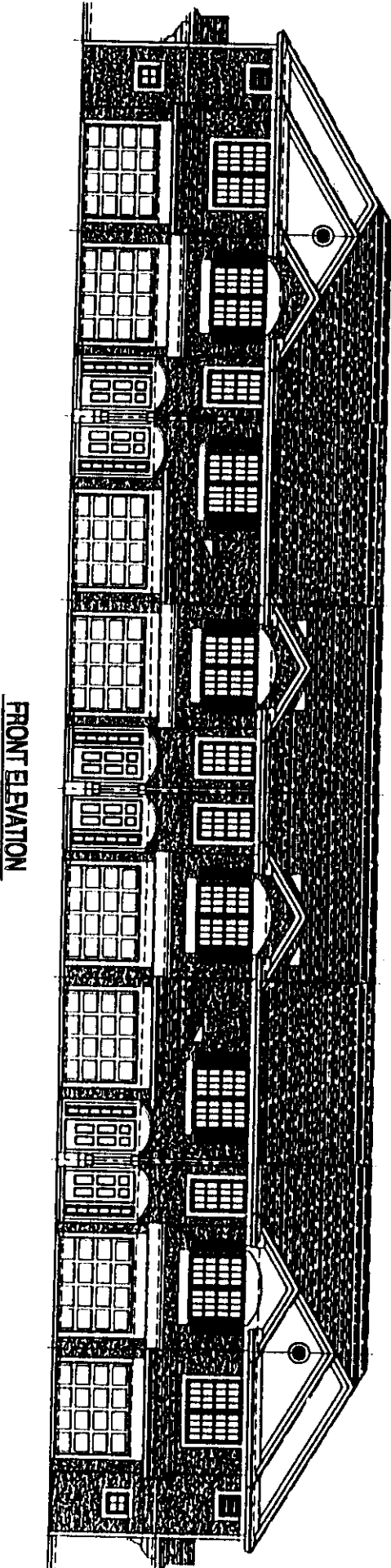
- 1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
- 2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
- 3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

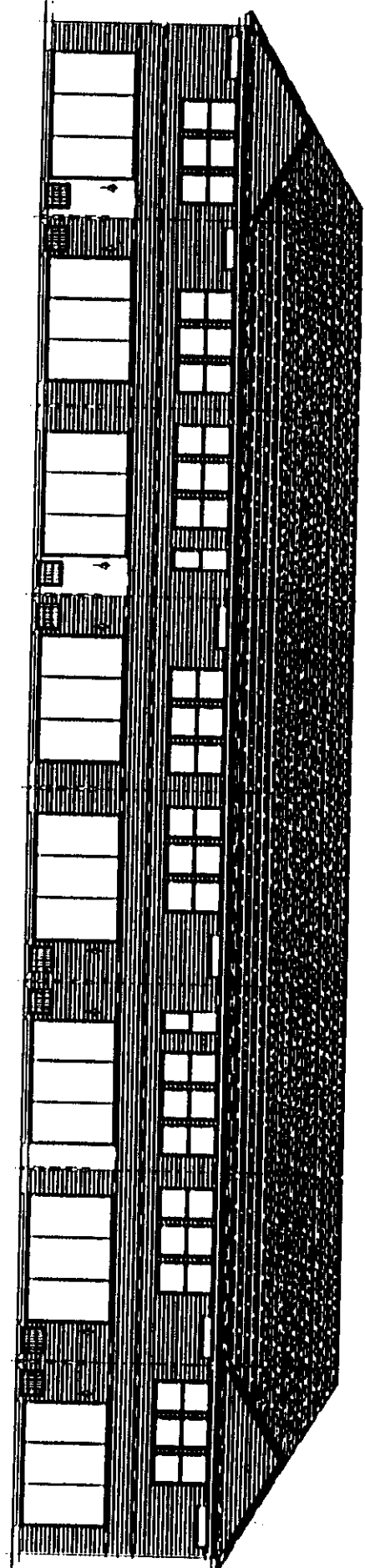
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



FRONT ELEVATION



REAR ELEVATION

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2001296929
Book: 10236
Pages: 830 - 840
Filed & Recorded
11/21/2001 02:10:31 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 6.00
COPY FEE \$ 11.00
RECORDING \$ 45.00

**FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM**

**(A Portion of Phase II)
(Building 1500)**

THIS AMENDMENT is made this 21ST day of November, 2001, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by that certain Third Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10188, page 1683, all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.



C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase II to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase II Land (Building 1500) to the Declaration, in place of the site plans for Building 1500 that are currently attached to the Declaration.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 21st day of November, 2001.

Witnesses:

Brenda Taylor
Print Name: Brenda Taylor

Joshua Bernard Edwards
Print Name: Joshua Edwards

PULTE HOME CORPORATION,
a Michigan corporation

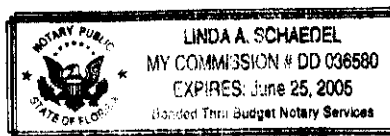
By: [Signature]
Name: John D. Molyneaux
Its Attorney-in-Fact.

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of November, 2001, by John D. Molyneaux, the Attorney in fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

[Signature]
(Signature of Notary Public)
LINDA A. SCHAEDEL
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
Commission number: DD 036580
My commission expires: June 25, 2005



**ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

A Portion of Phase II (Building 1500)

The legal description of a portion of Phase II (Building 1500) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A. 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH 00° 18' 22" WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH 59° 51' 00" EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH 16° 20' 10" EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 30° 24' 55" EAST, 145.80 FEET; RUN THENCE SOUTH 42° 32' 46" EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 56' 31" EAST, 217.57 FEET; RUN THENCE SOUTH 51° 49' 57" EAST, A DISTANCE OF 170.42 FEET; THENCE SOUTH 38° 10' 03" WEST, 38.28 FEET; THENCE SOUTH 48° 10' 45" WEST, 87.50 FEET; THENCE NORTH 84° 38' 57" WEST, 40.39 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 286.50 FEET, AN ARC DISTANCE OF 24.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDE BY A CHORD OF SOUTH 43° 08' 37" EAST, 24.07 FEET; THENCE SOUTH 40° 44' 11" EAST, 99.31 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 625.50 FEET, AN ARC DISTANCE OF 34.00 FEET TO A POINT, SAID ARC SUBTENDE BY A CHORD OF SOUTH 42° 17' 36" EAST, 33.99 FEET; THENCE SOUTH 49° 15' 49" WEST, 89.11 FEET; THENCE NORTH 40° 44' 11" WEST, 157.33 FEET; THENCE NORTH 49° 15' 49" EAST, 87.17 FEET TO THE POINT OF BEGINNING.

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase I (Building 1300) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "////" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1300 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

JAX1 #636249 v1

OFFICE PHONE 396-2623
FAX PHONE 396-2633**CLARSON AND ASSOCIATES INC.**

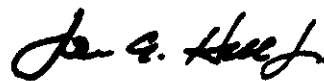
PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1501, 1502, 1503, 1504, 1505, 1506, 1507 and 1508, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

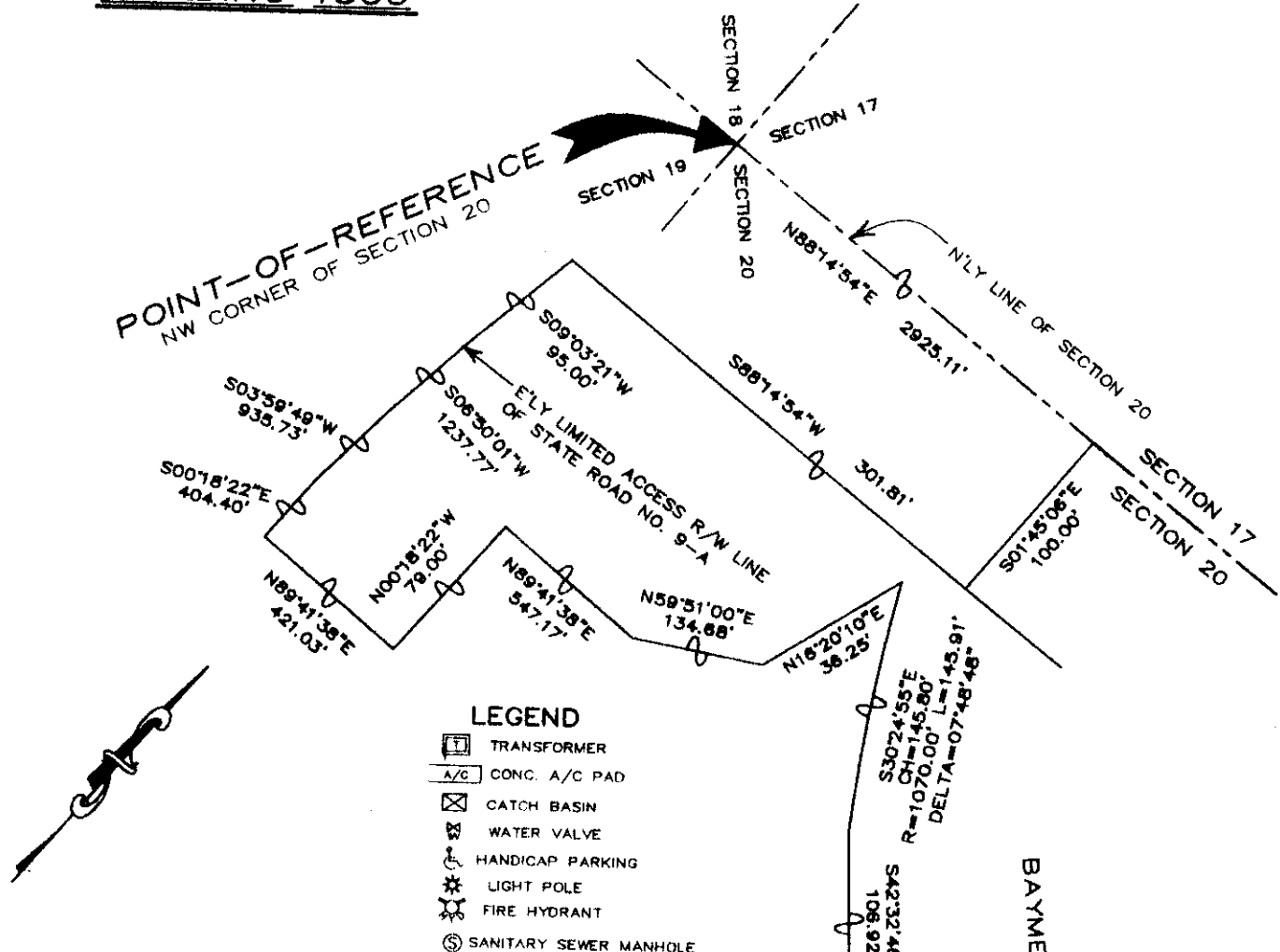


Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

Date: November 16, 2001

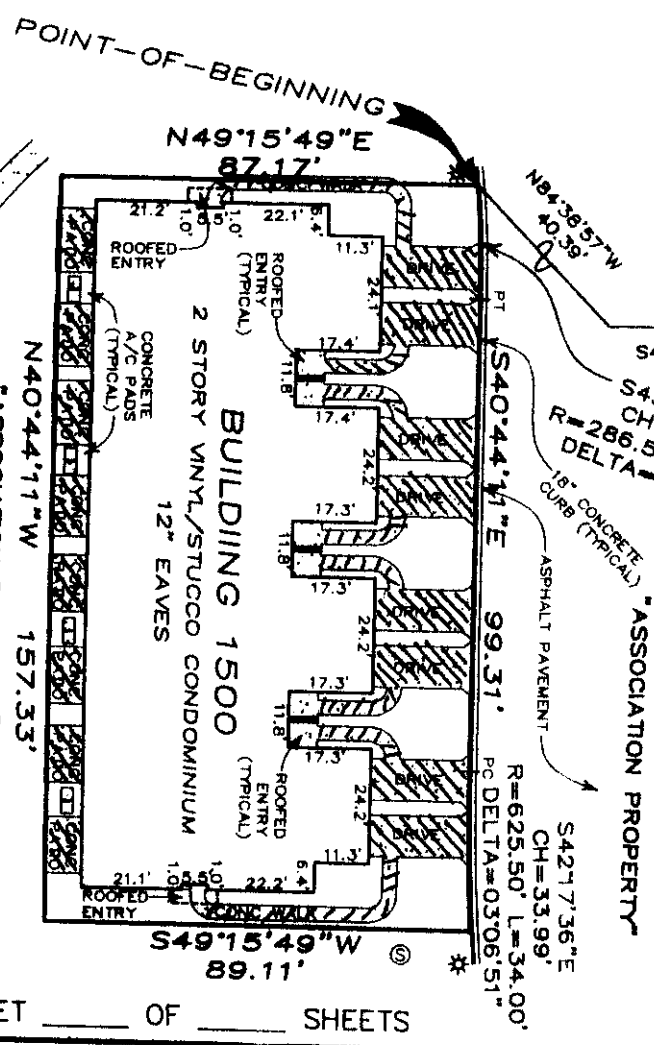
PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1500



- LEGEND**
- TRANSFORMER
 - CONC. A/C PAD
 - CATCH BASIN
 - WATER VALVE
 - HANDICAP PARKING
 - LIGHT POLE
 - FIRE HYDRANT
 - SANITARY SEWER MANHOLE

- NOTES:**
- SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 - REVISED AND UPDATED NOVEMBER 12, 2001.
 - SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
 - SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.



SIGNED: 11-19-2001
SCALE: 1" = 40'
FIELD BOOK 642; PAGE 58, 65
FIELD BOOK 676; PAGES 29, 30

Jose A. Hill, Jr.
JOSE A. HILL, JR.

REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

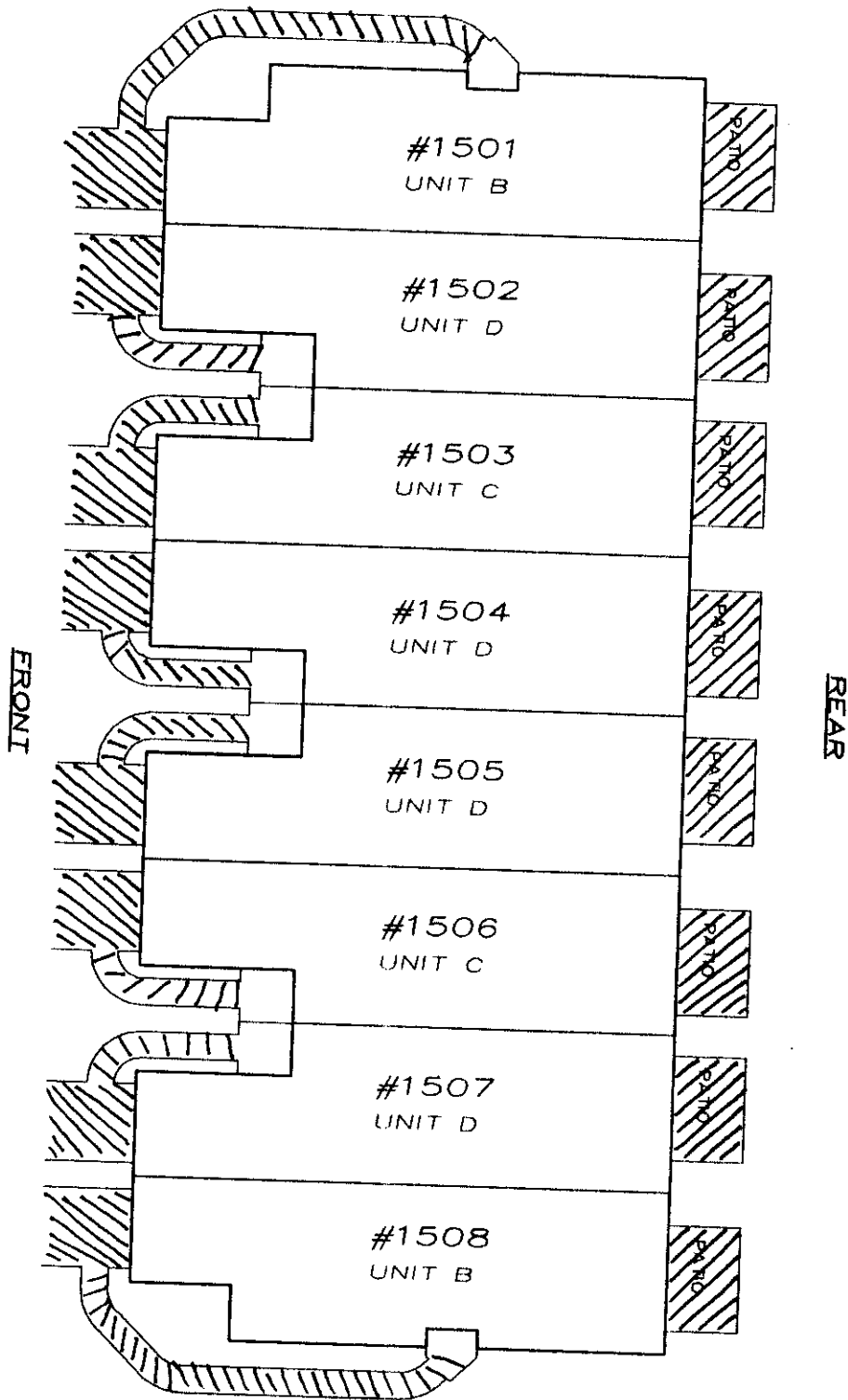
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

SHEET _____ OF _____ SHEETS

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL



NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

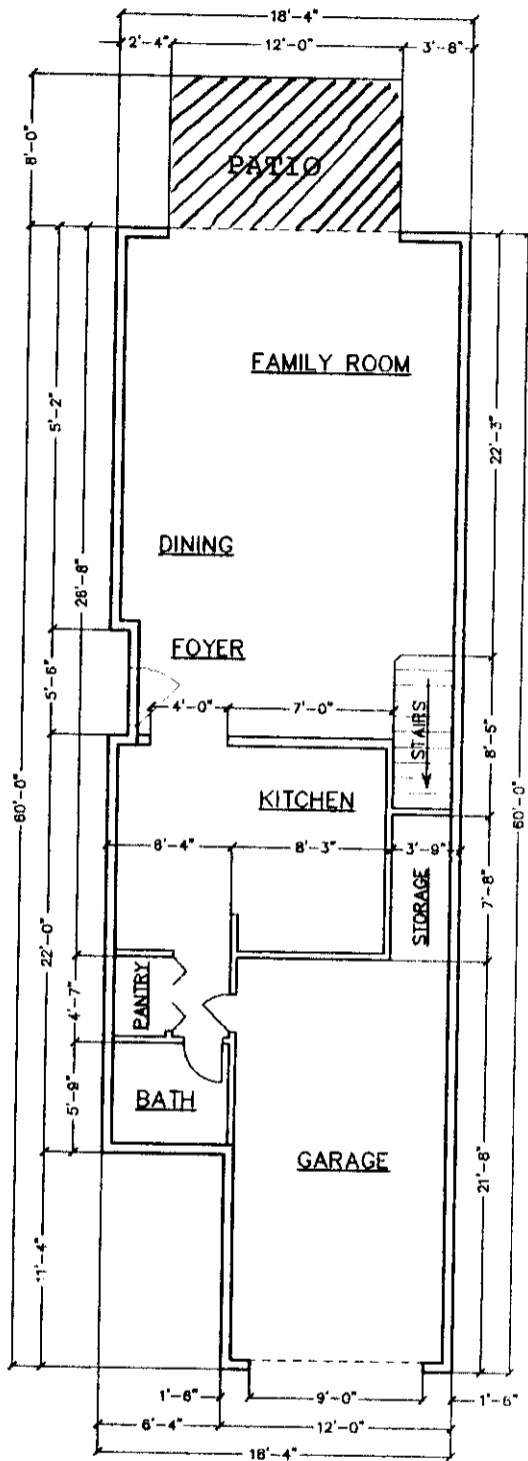
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PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 MALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

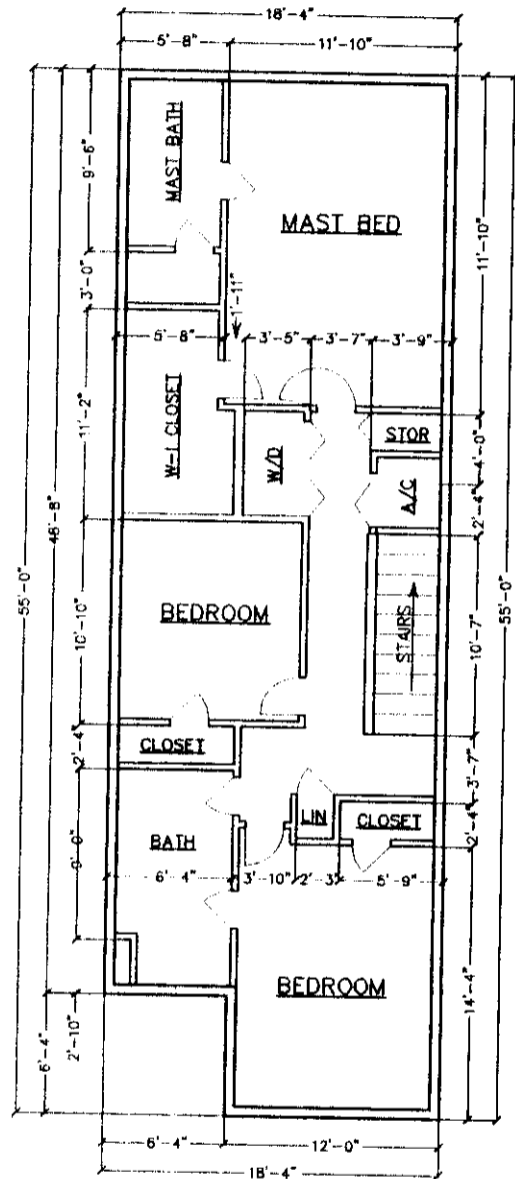
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

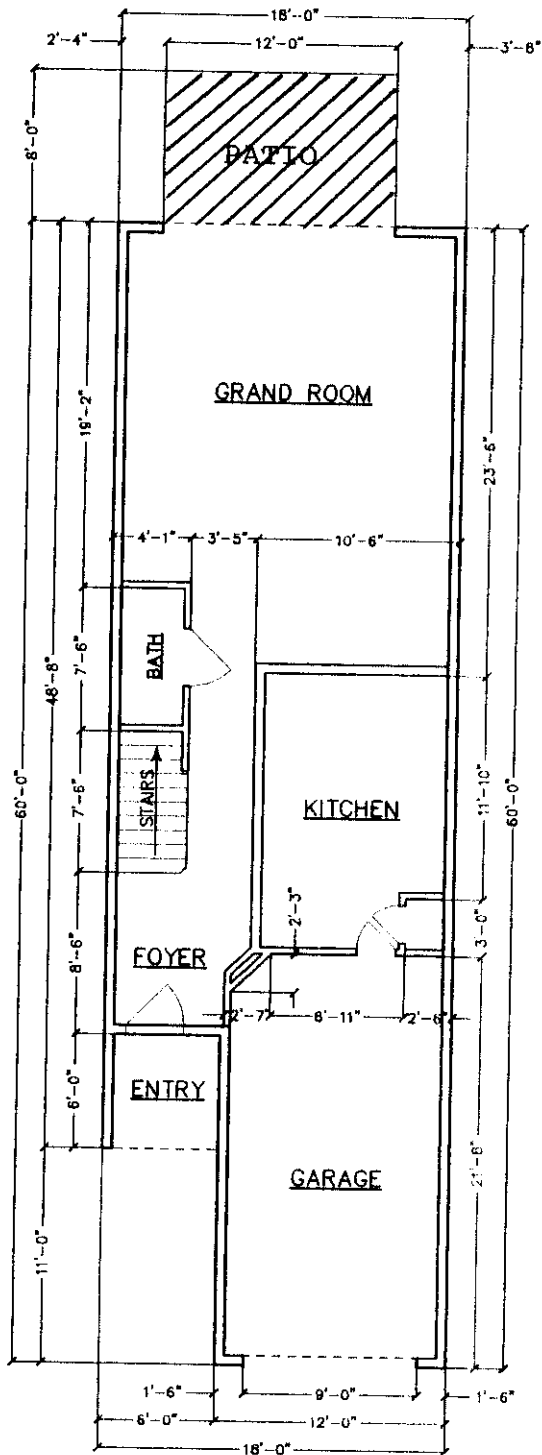
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

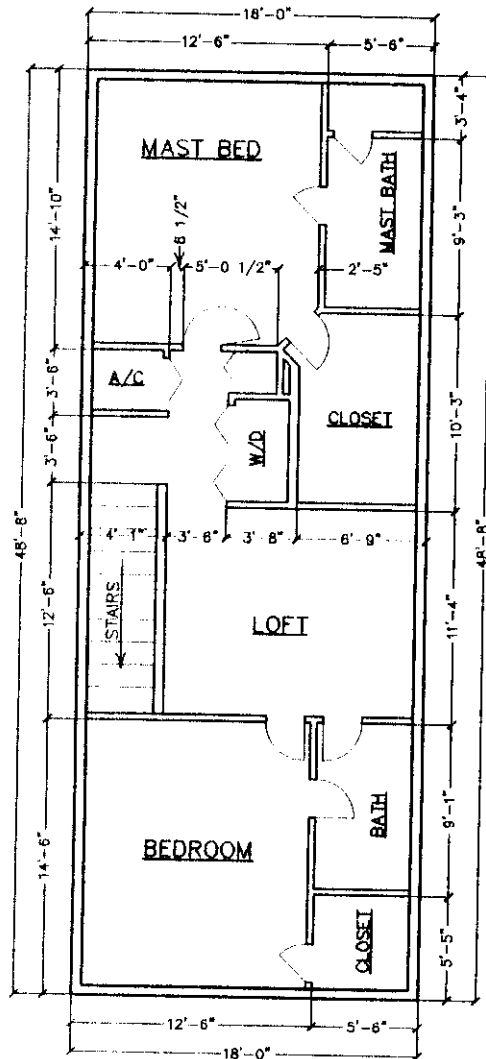
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

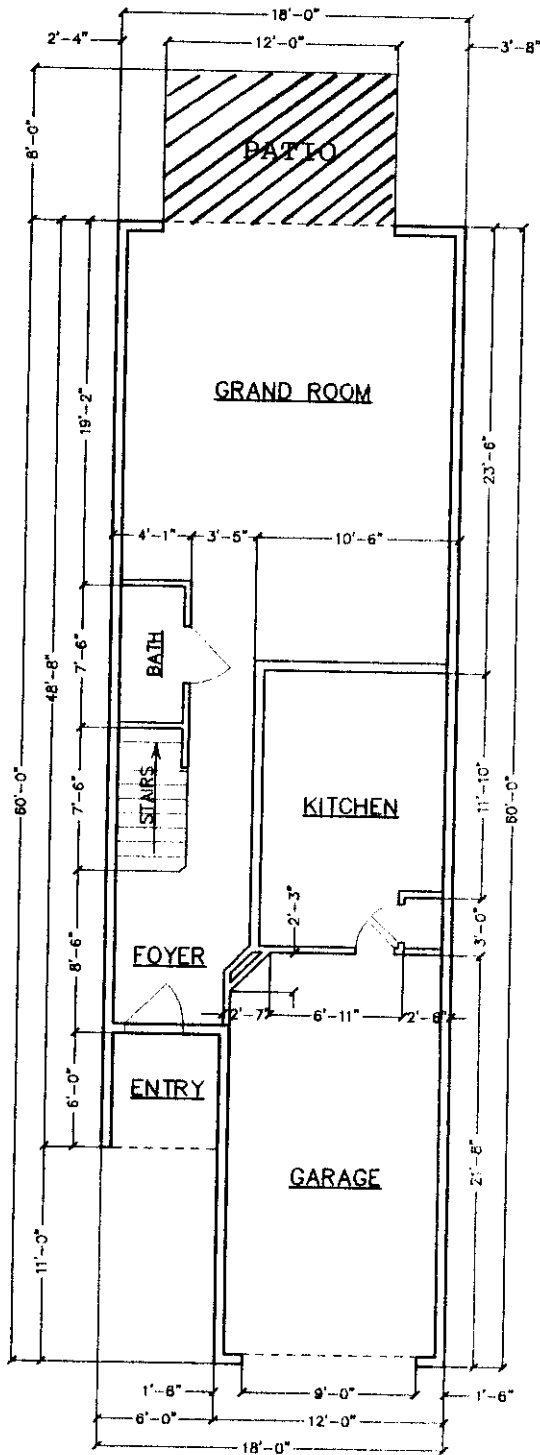
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

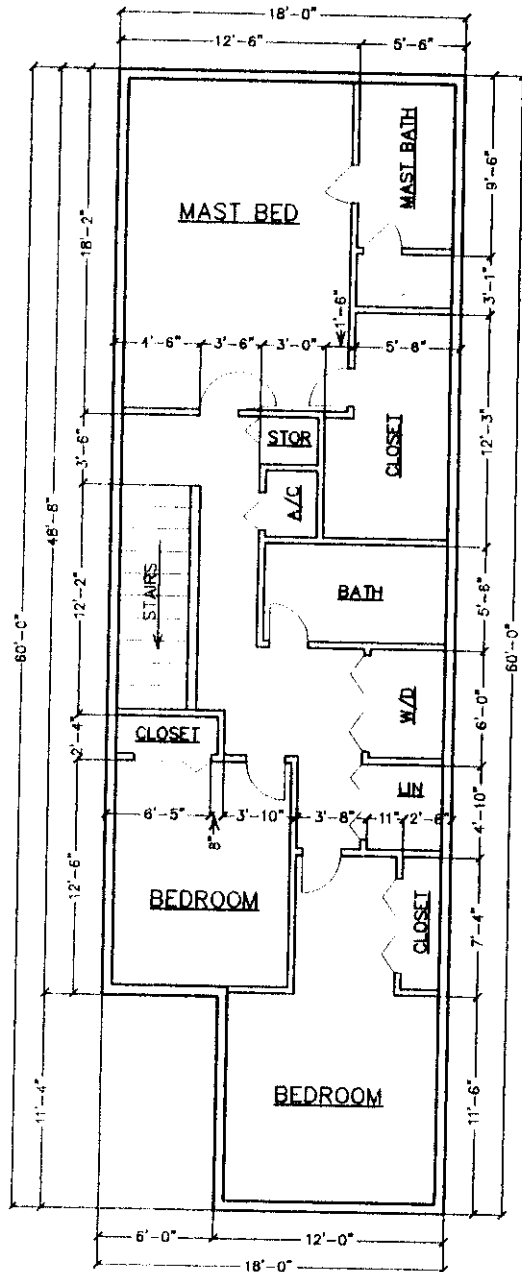
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

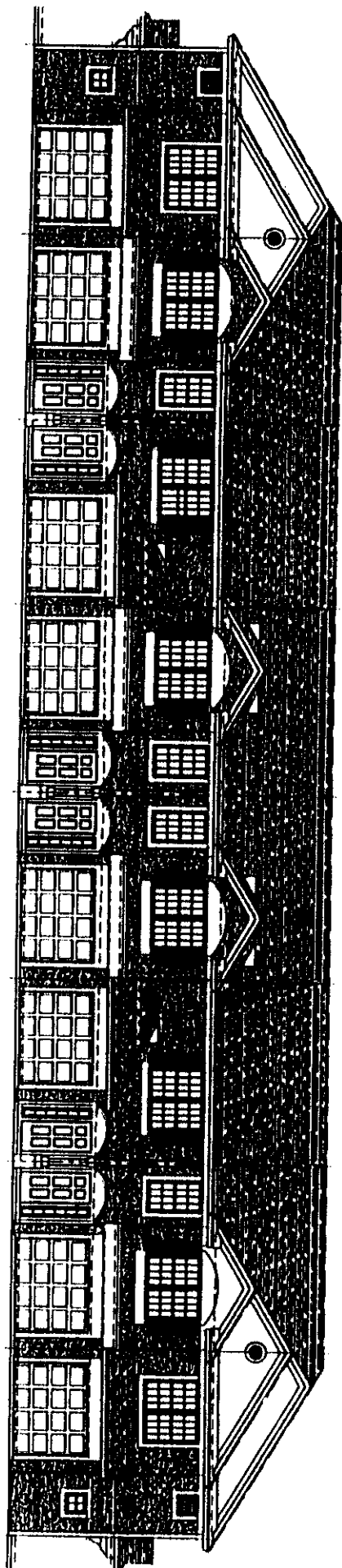
1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

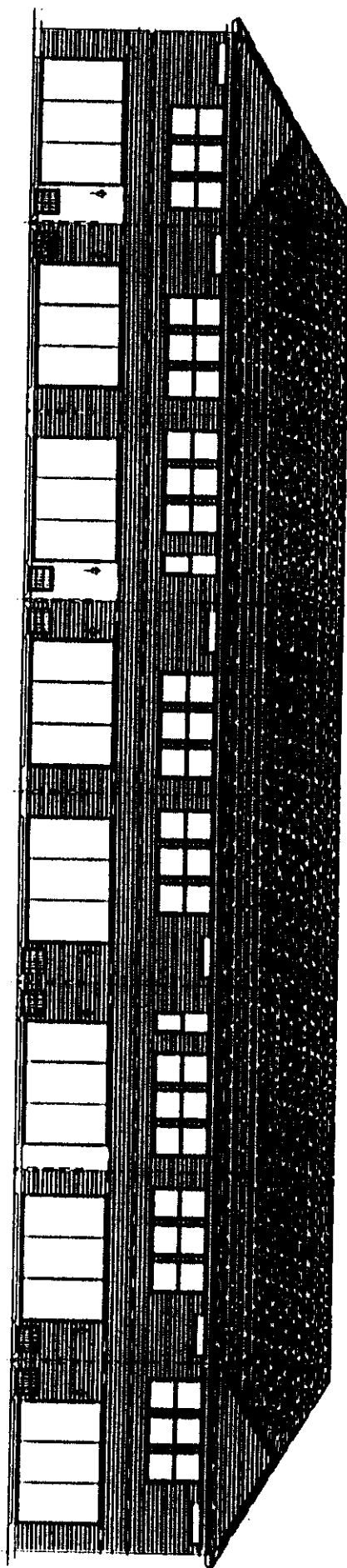
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



FRONT ELEVATION



REAR ELEVATION

Doc# 2001311350
Book: 10257
Pages: 1634 - 1646
Filed & Recorded
12/07/2001 02:49:34 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 7.00
COPY FEE \$ 13.00
RECORDING \$ 53.00

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SIXTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM**

**(A Portion of Phase II)
(Building 1700)**

THIS AMENDMENT is made this 7th day of December, 2001, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by First Amendment to Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10207, page 1164, and further amended by that certain Third Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10188, page 1683, and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1400) recorded in Official Records Book 10215, page 47, and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) as amended by Amended Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) recorded in Official Records Book 10238, page 1491



(revised to be identified as Fifth Amendment), all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase II to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase II Land (Building 1700) to the Declaration, in place of the site plans for Building 1700 that are currently attached to the Declaration.

2. The fractional share of Common Elements, Common Expenses and Common Surplus for the Units is hereby amended and Exhibit "B" of the Declaration is hereby amended as set forth in Addendum to Exhibit "B" attached hereto and made a part hereof.

3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 7TH day of December, 2001.

Witnesses:

Meredith S. Meluch
Print Name: Meredith S. Meluch
Heather Freeman
Print Name: Heather Freeman

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Name: John D. Polynaux
Its: Attorney-In-Fact

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of December, 2001, by John Molyneux, the Attorney in fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Linda A. Schaedel
(Signature of Notary Public)

LINDA A. SCHAEDEL
(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida

Commission number: DD 036580

My commission expires: June 25, 2005



**ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

A Portion of Phase II (Building 1700)

The legal description of a portion of Phase II (Building 1700) of Vistas at Stonebridge Village I, A Condominium is as follows:

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase II (Building 1700) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "////" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1700 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS


1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

Book 10257 Page 1639

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1701, 1702, 1703, 1704, 1705, 1706, 1707 and 1708, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill, Jr.

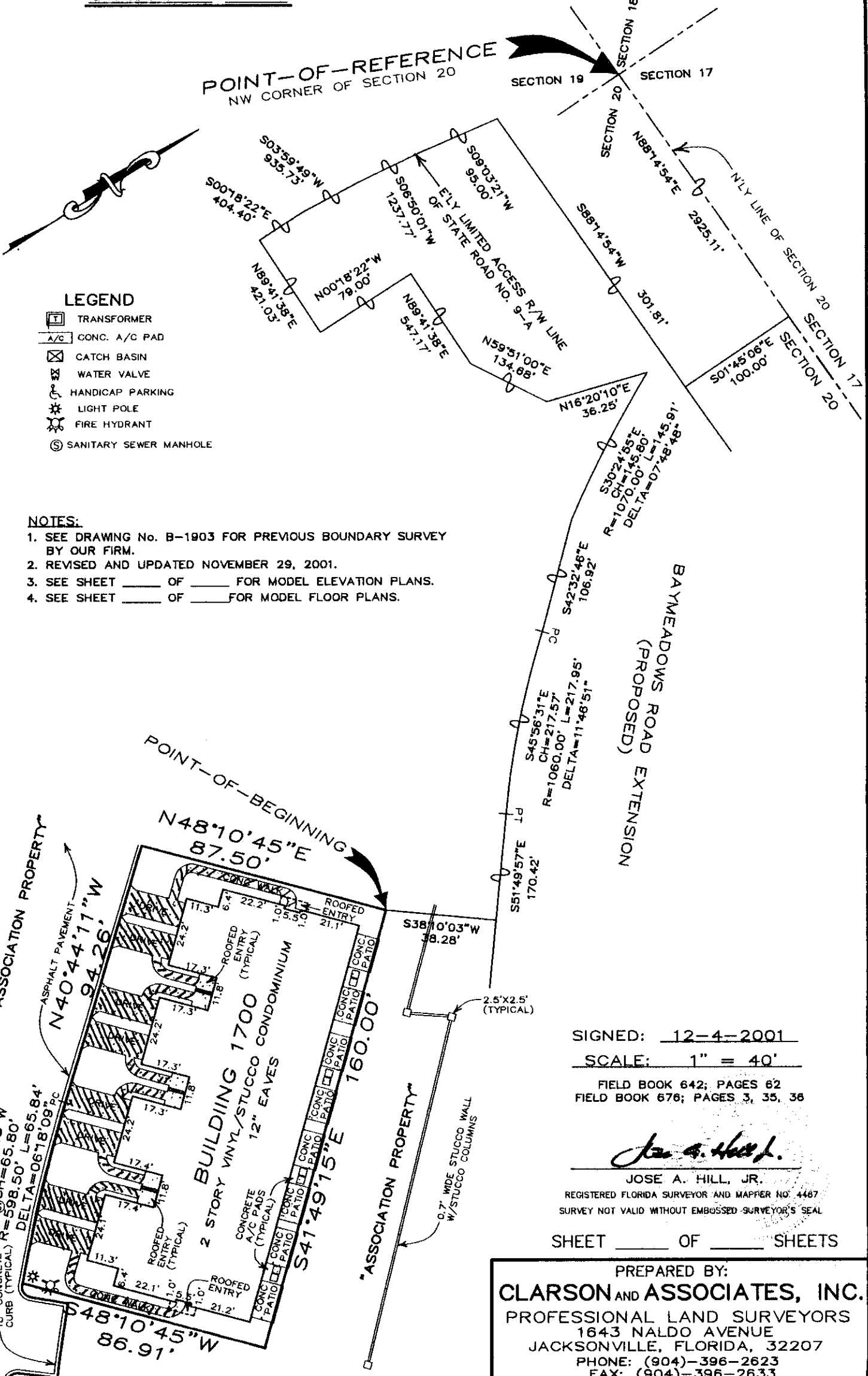
Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

Date: December 3, 2001

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE. A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1700

Book 10257 Page 1640



LEGEND

-  TRANSFORMER
-  CONC. A/C PAD
-  CATCH BASIN
-  WATER VALVE
-  HANDICAP PARKING
-  LIGHT POLE
-  FIRE HYDRANT
-  SANITARY SEWER MANHOLE

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. REVISED AND UPDATED NOVEMBER 29, 2001.
3. SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
4. SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.

SIGNED: 12-4-2001

SCALE: 1" = 40'

FIELD BOOK 642; PAGES 62
FIELD BOOK 676; PAGES 3, 35, 38

Jose A. Hill, Jr.

JOSE A. HILL, JR.
REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

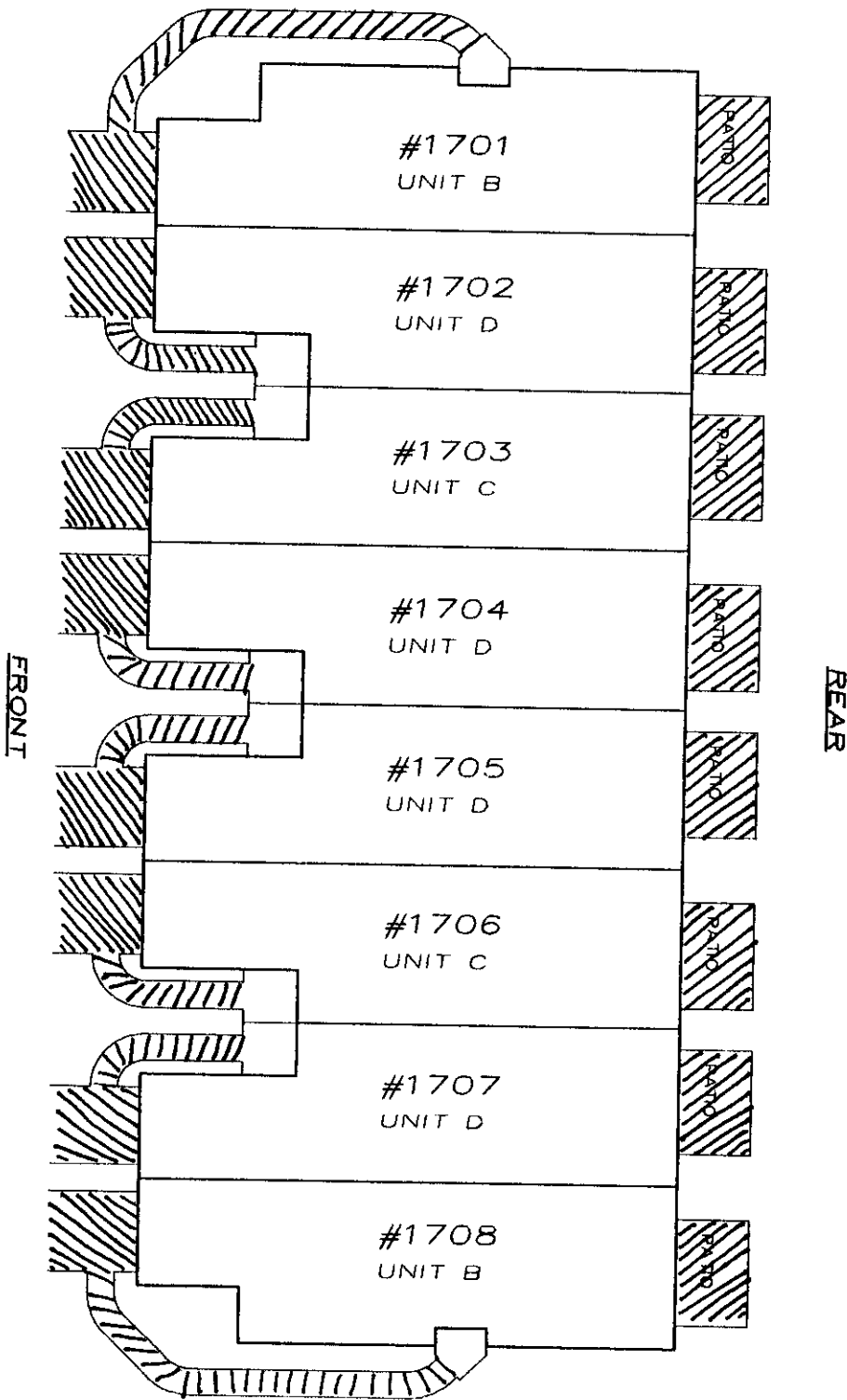
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

PHASING PLAN

THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL



NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

DATE: DECEMBER 4, 2001

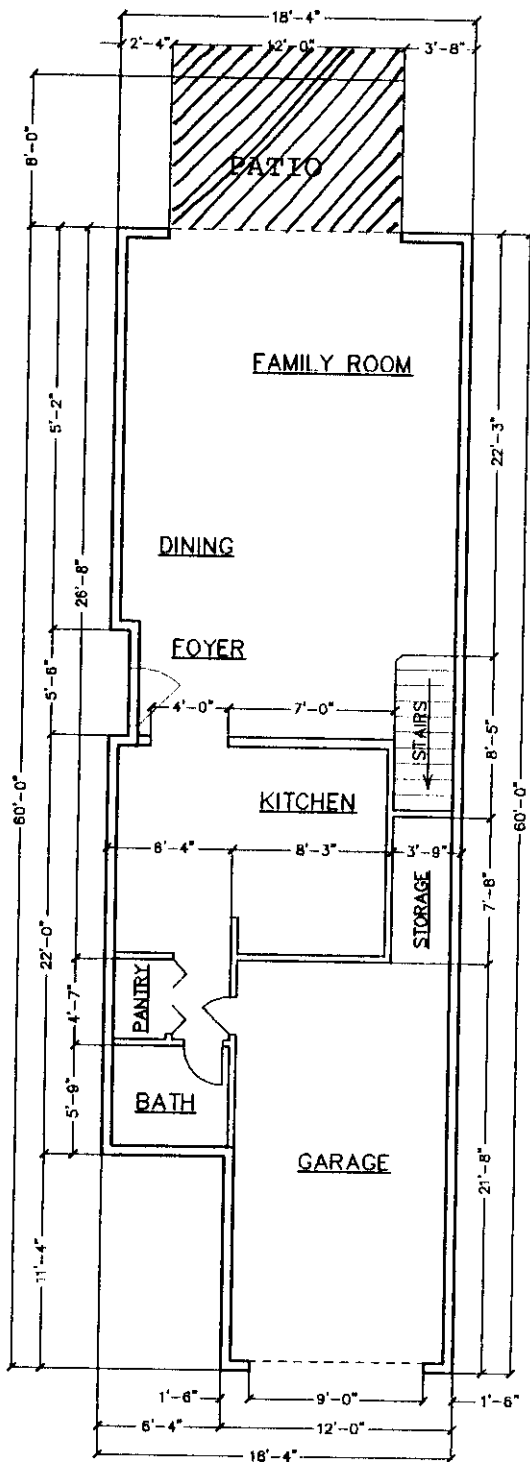
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

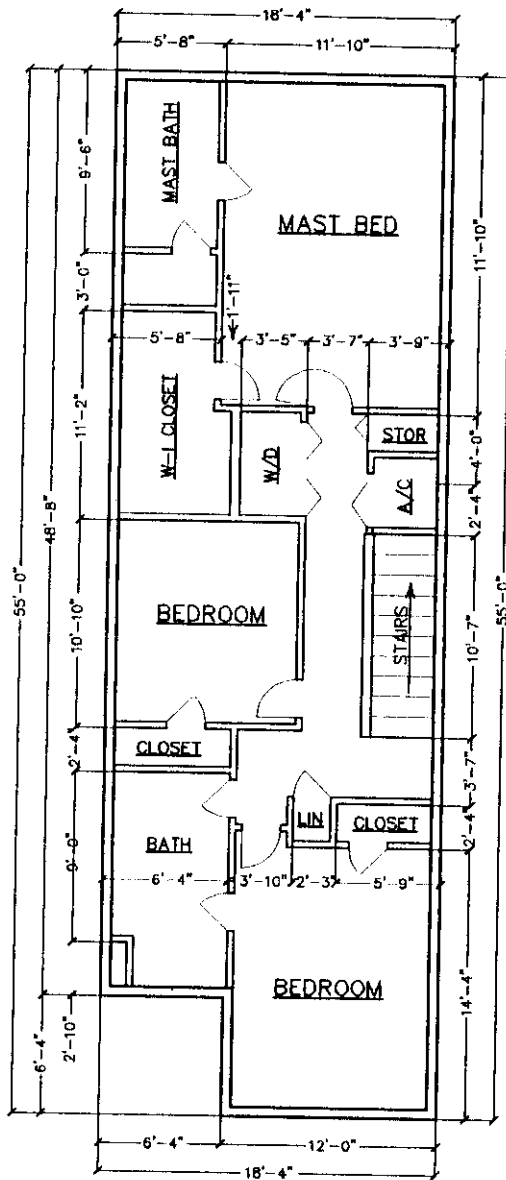
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

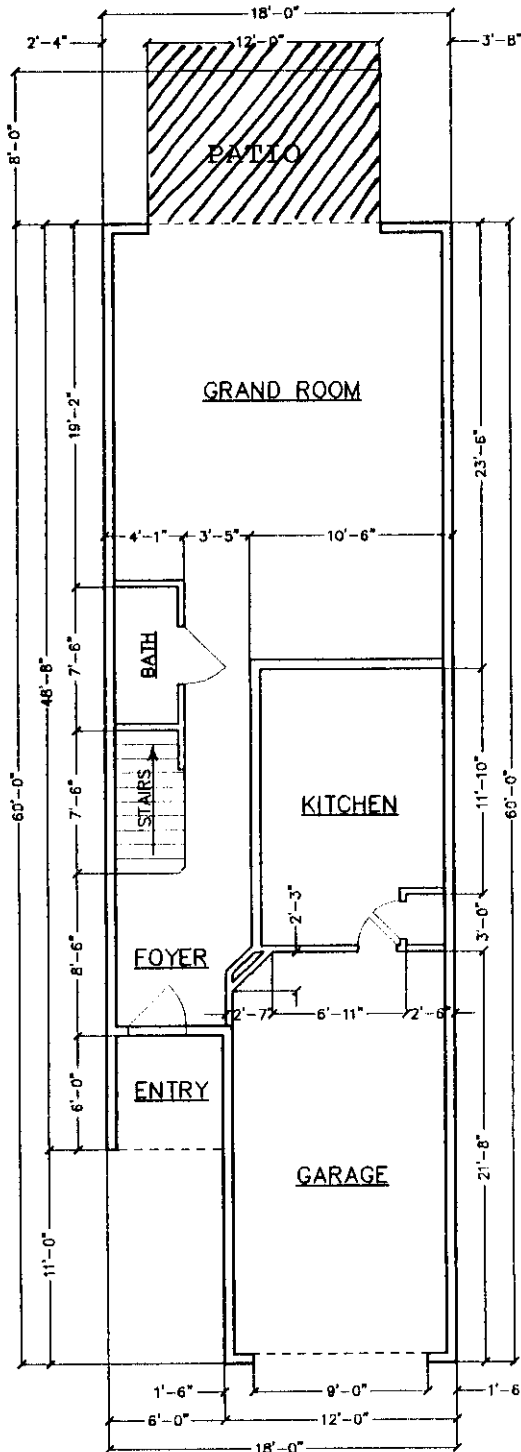
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

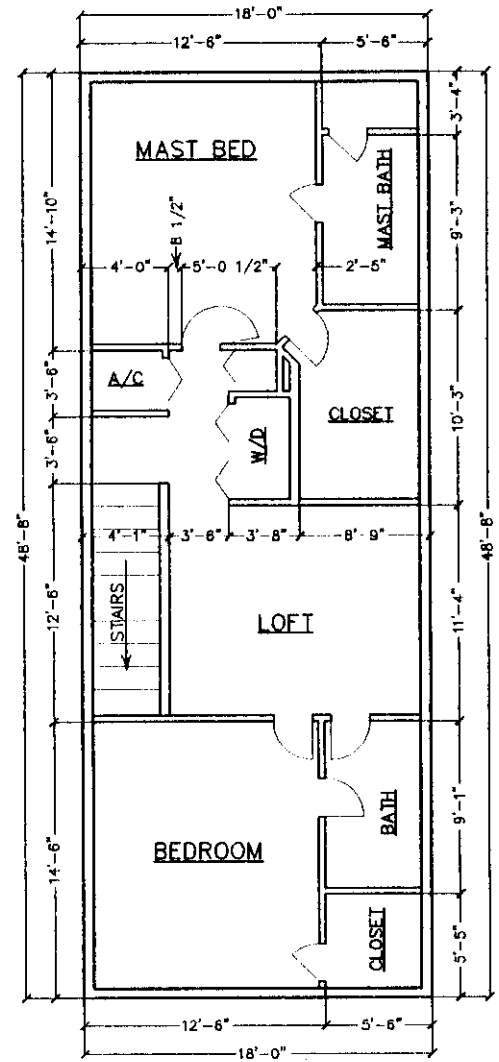
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

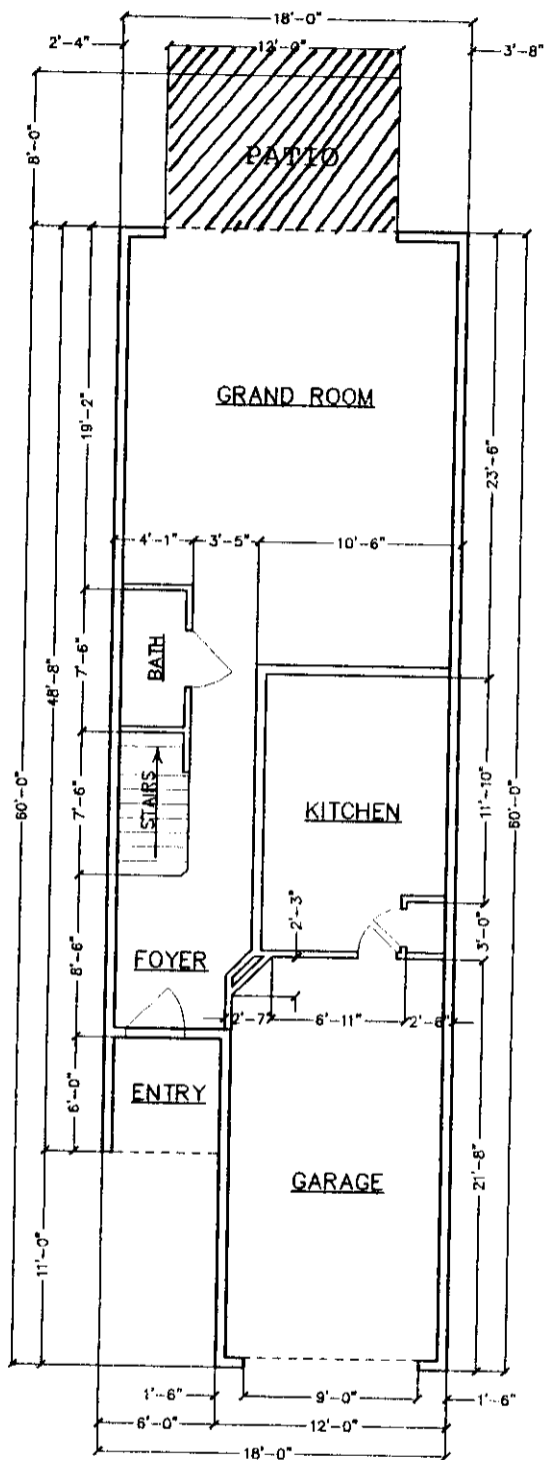
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

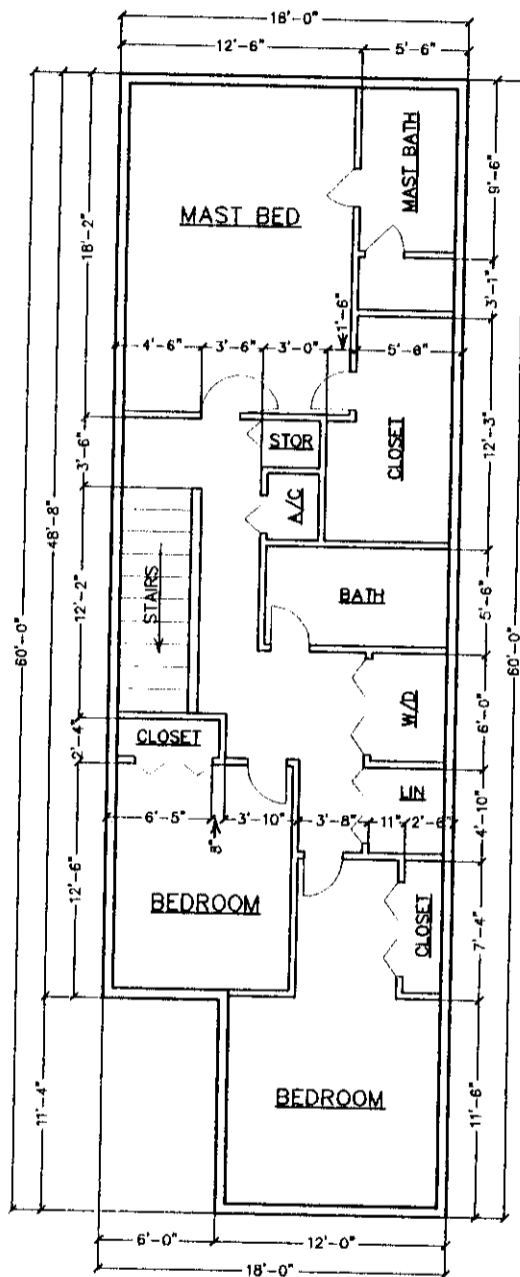
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

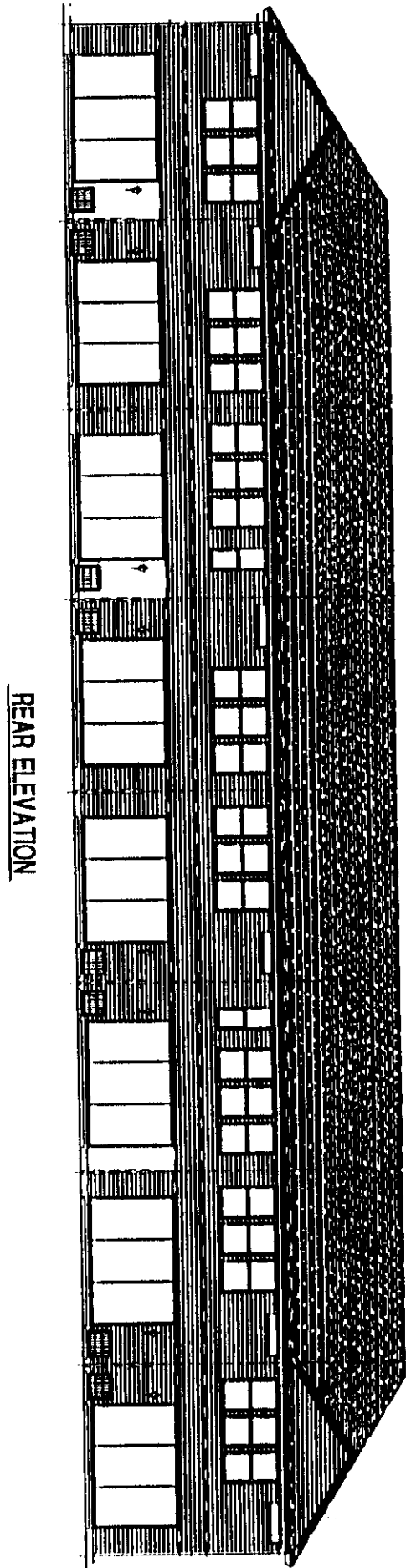
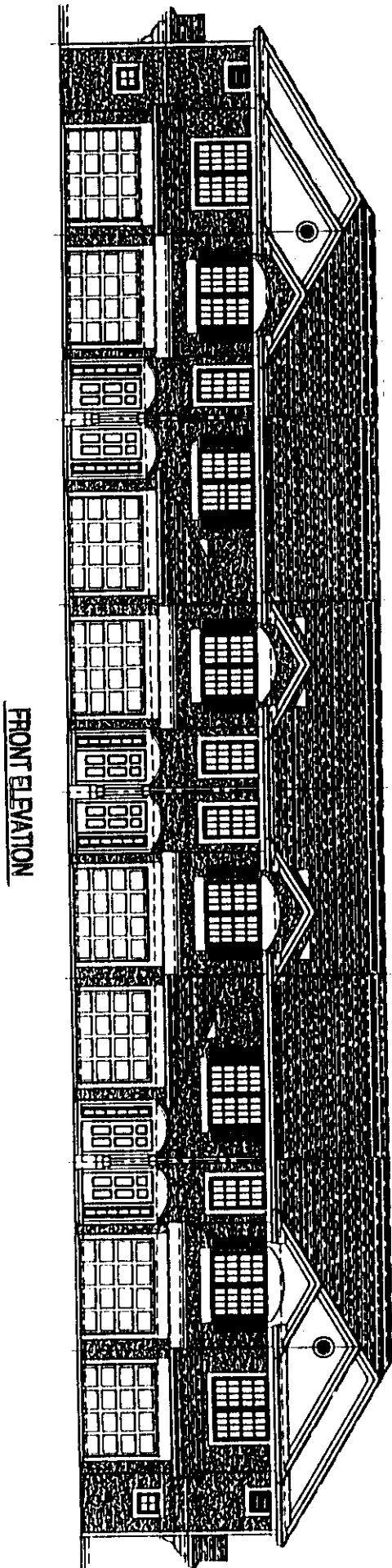
1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



**ADDENDUM TO EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

**FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS**

(Phases I and II)

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 1201 – 1208, 1301 – 1308, 1401 – 1408, 1501 – 1508 and 1701 – 1708 is $\frac{1}{40}$ th.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium, then at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.

JAX1 #638320 v1

Doc# 2001311350
Book: 10257
Pages: 1634 - 1646
Filed & Recorded
12/07/2001 02:49:34 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 7.00
COPY FEE \$ 13.00
RECORDING \$ 53.00

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

RE-RECORD

SIXTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM

Doc# 2001329588
Book: 10286
Pages: 913 - 925
Filed & Recorded
12/27/2001 03:22:50 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 7.00
RECORDING \$ 53.00

(A Portion of Phase II)
(Building 1700)

THIS AMENDMENT is made this 7th day of December, 2001, by PULTE HOME CORPORATION, a Michigan Corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by First Amendment to Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10207, page 1164, and further amended by that certain Third Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10188, page 1683, and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1400) recorded in Official Records Book 10215, page 47, and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) as amended by Amended Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) recorded in Official Records Book 10238, page 1491

WILL CALL - PRIORITY/STEVE
(704 2704)

60.00

13

RE-RECORD Book 10286 Page 914

(revised to be identified as Fifth Amendment), all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase II to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase II Land (Building 1700) to the Declaration, in place of the site plans for Building 1700 that are currently attached to the Declaration.

2. The fractional share of Common Elements, Common Expenses and Common Surplus for the Units is hereby amended and Exhibit "B" of the Declaration is hereby amended as set forth in Addendum to Exhibit "B" attached hereto and made a part hereof.

3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibit "A" in the Declaration or this Amendment shall mean and refer to Exhibit "A" of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 7th day of December, 2001.

Witnesses:

Meredith S. Meluch
Print Name: Meredith S. Meluch
Heather Freeman
Print Name: Heather Freeman

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Name: Justin D. Polynaux
Its Attorney-in-Fact

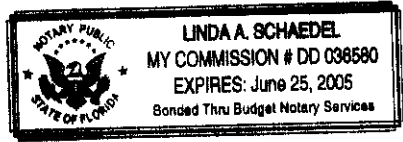
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of December, 2001, by John Molyneaux, the Attorney in fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Linda A. Schaedel
(Signature of Notary Public)
LINDA A. SCHAEDEL

(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
Commission number: DD 036580
My commission expires: June 25, 2005



RE-RECORD Book 10286 Page 915

**ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

A Portion of Phase II (Building 1700)

The legal description of a portion of Phase II (Building 1700) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH 00° 18' 22" WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH 59° 51' 00" EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH 16° 20' 10" EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30° 24' 55" EAST, 145.80 FEET; RUN THENCE SOUTH 42° 32' 46" EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 56' 31" EAST, 217.57 FEET; RUN THENCE SOUTH 51° 49' 57" EAST, A DISTANCE OF 170.42 FEET; THENCE SOUTH 38° 10' 03" WEST, A DISTANCE OF 38.28 FEET TO FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 41° 49' 15" EAST, 160.00 FEET; THENCE SOUTH 48° 10' 45" WEST, 86.91 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHWEST DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 598.50 FEET, AN ARC DISTANCE OF 65.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD OF NORTH 43° 53' 16" WEST, 65.80 FEET; THENCE NORTH 40° 44' 11" WEST, 94.26 FEET; THENCE NORTH 48° 10' 45" EAST, 87.50 FEET TO THE POINT OF BEGINNING.

RE-RECORD Book 10286 Page 917

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase II (Building 1700) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "///" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1700 of the Condominium, which are complete. See Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

Book 10257 Page 1639

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1701, 1702, 1703, 1704, 1705, 1706, 1707 and 1708, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill, Jr.

Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

Date: December 3, 2001

RE-RECORD
Book 10286 Page 918

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE A CONDOMINIUM

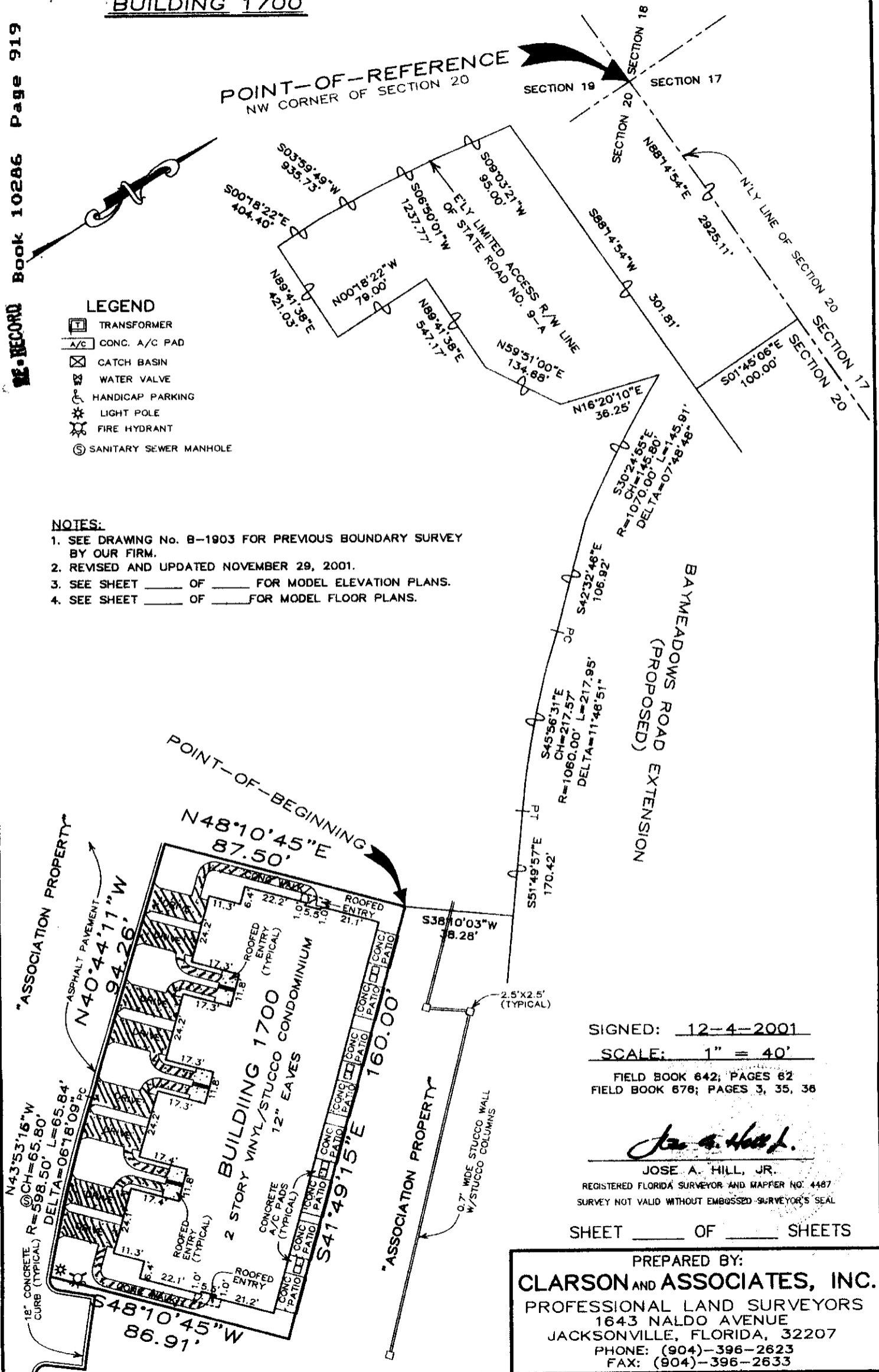
PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1700

Book 10257 Page 1640

RECORD Book 10286 Page 919

- LEGEND**
-  TRANSFORMER
 -  CONC. A/C PAD
 -  CATCH BASIN
 -  WATER VALVE
 -  HANDICAP PARKING
 -  LIGHT POLE
 -  FIRE HYDRANT
 -  SANITARY SEWER MANHOLE

- NOTES:**
1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
 2. REVISED AND UPDATED NOVEMBER 29, 2001.
 3. SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
 4. SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.



SIGNED: 12-4-2001
 SCALE: 1" = 40'
 FIELD BOOK 642; PAGES 62
 FIELD BOOK 676; PAGES 3, 35, 38

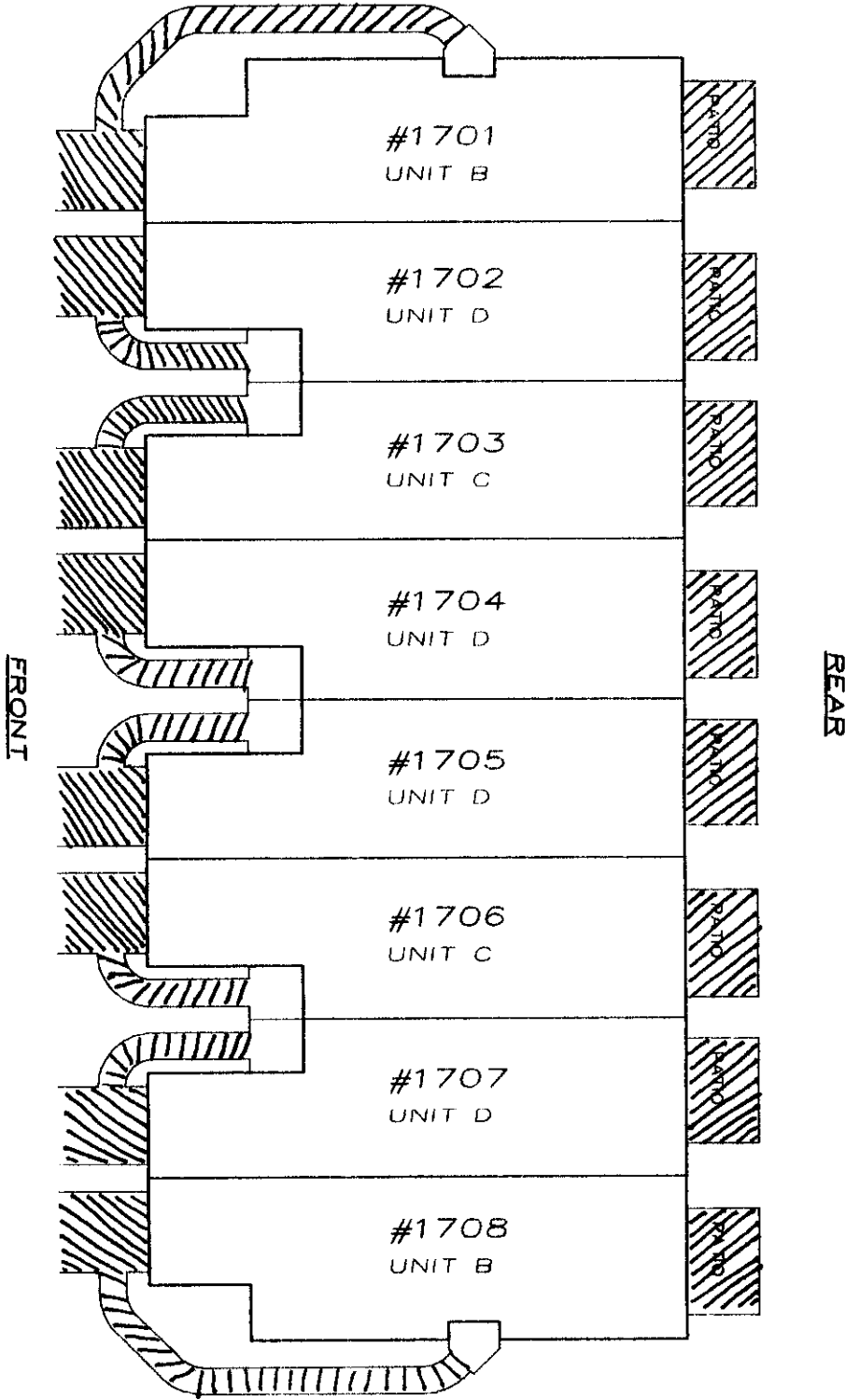
Jose A. Hill, Jr.
 JOSE A. HILL, JR.
 REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
 SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL



NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

DATE: DECEMBER 4, 2001

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

Book 10286 Page 920
RE-RECORD

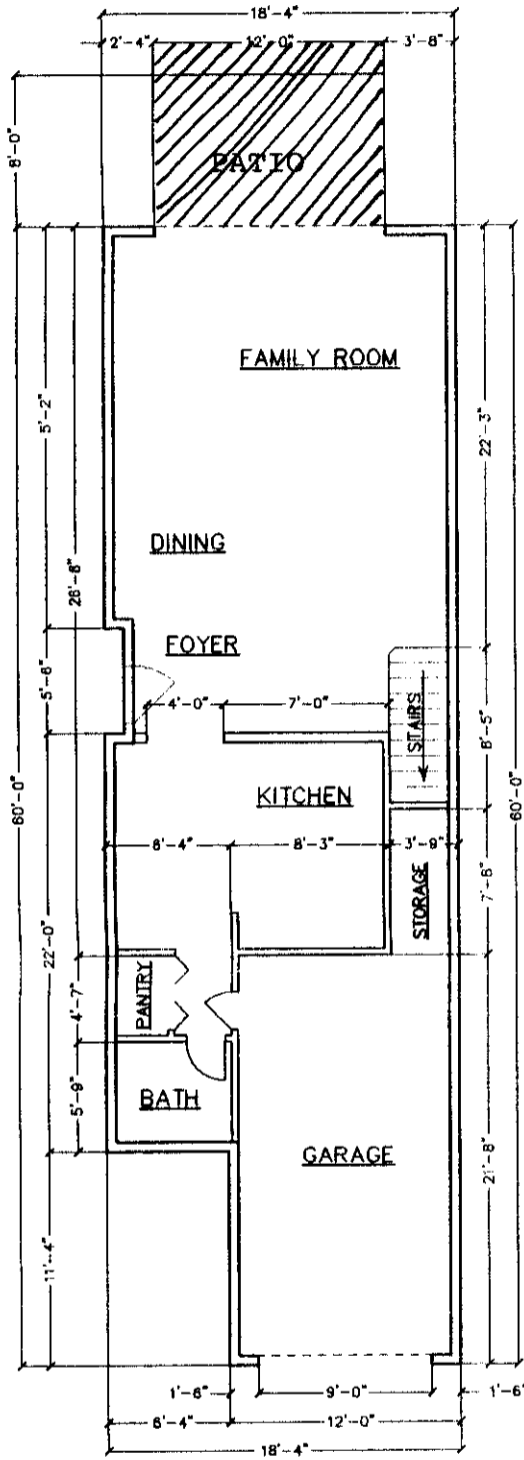
PHASING PLAN

THE VISTAS AT STONEBRIDGE VILLAGE. A CONDOMINIUM

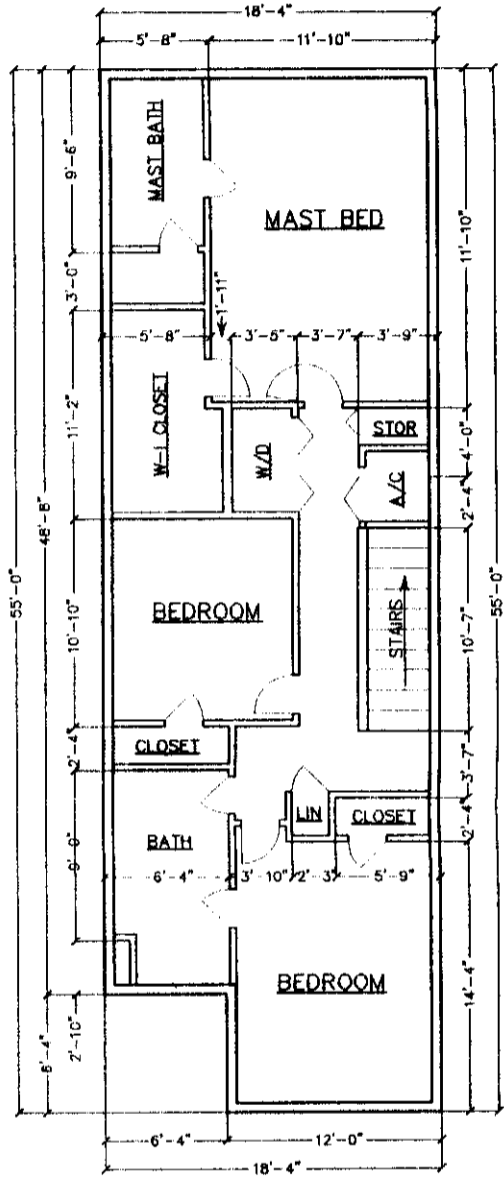
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

RECORD Book 10286 Page 921



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

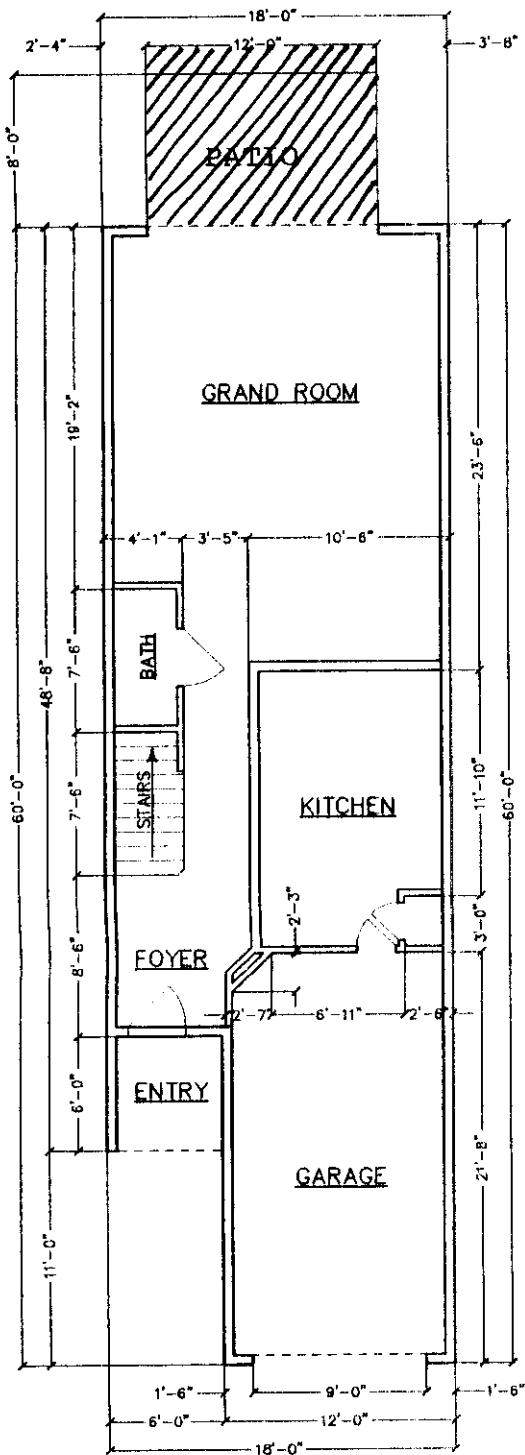
RECORD Book 10286 Page 922

PHASING PLAN

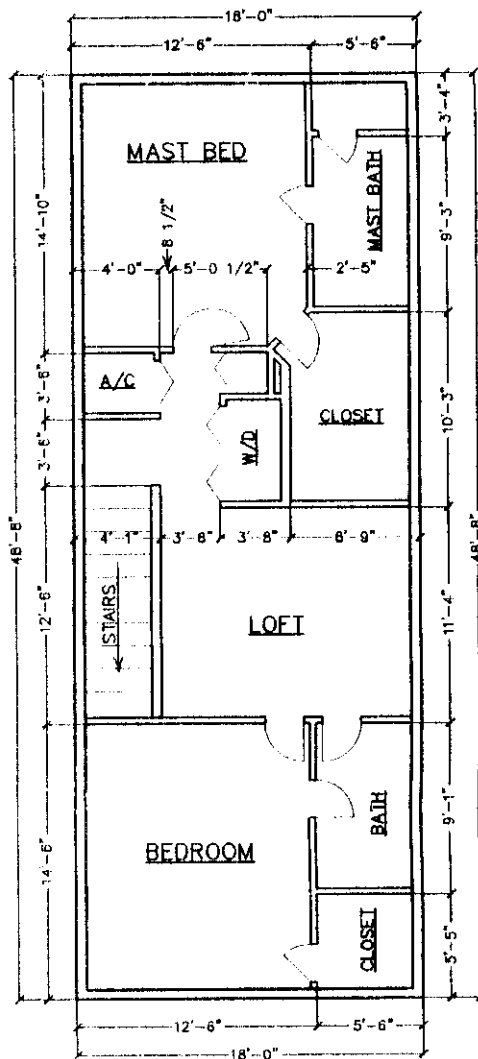
THE VISTAS AT STONEBRIDGE VILLAGE. A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

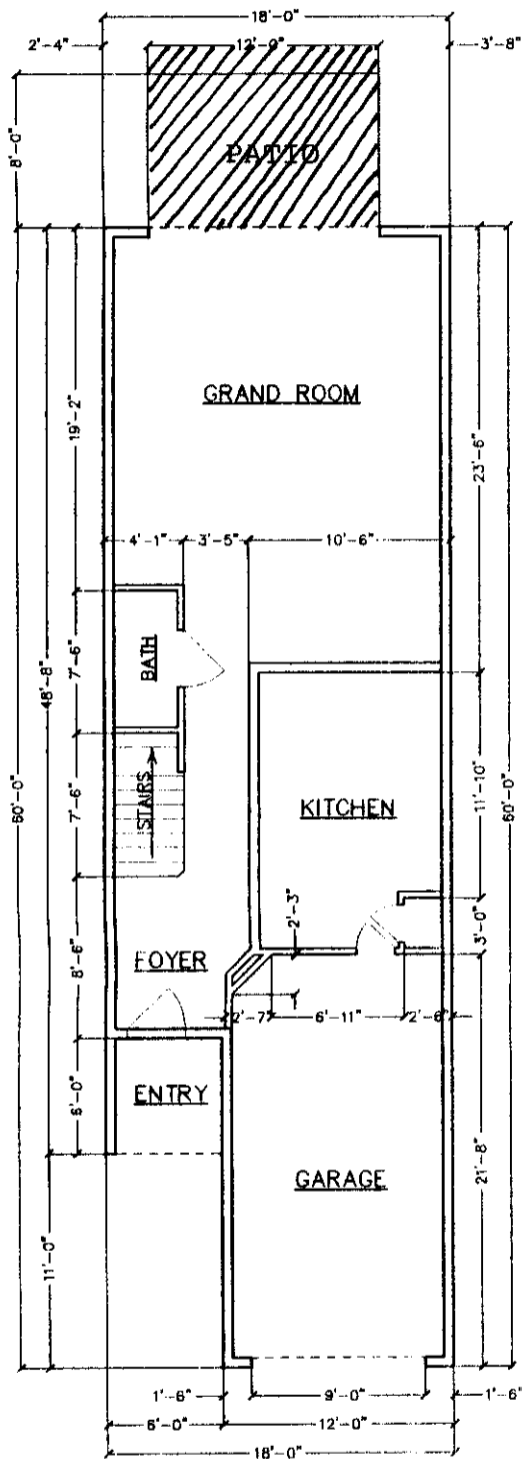
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

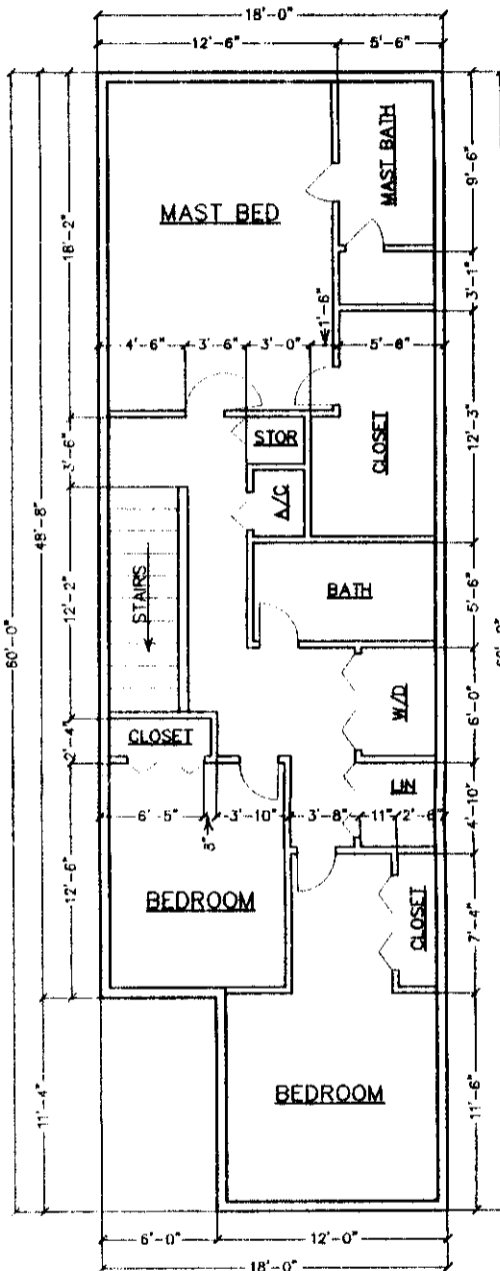
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
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SHEET _____ OF _____ SHEETS

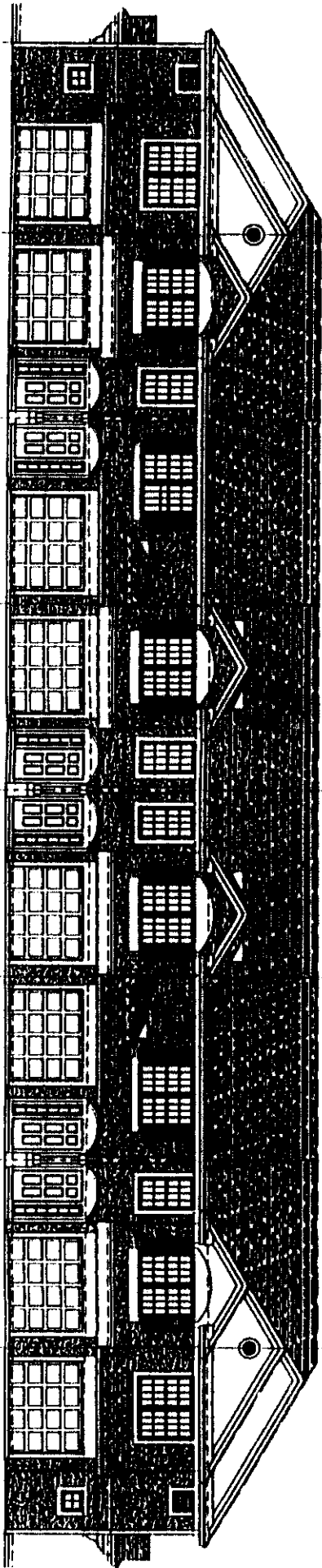
RE-RECORD Book 10286 Page 923

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

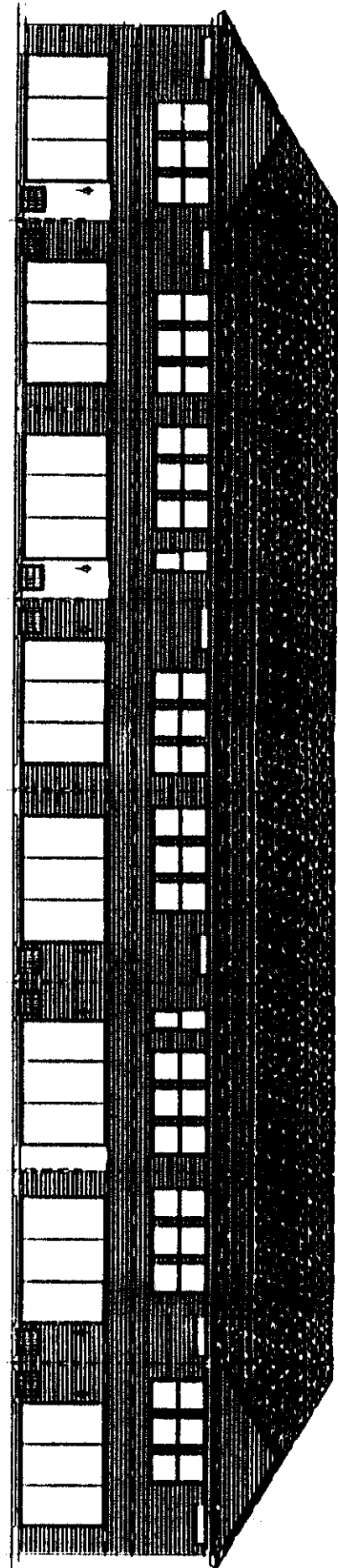
PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.

RE-RECORD Book 10286 Page 924

FRONT ELEVATION



REAR ELEVATION



Book 10286 Page 925

RE-RECORD

**ADDENDUM TO EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

**FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS**

(Phases I and II)

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 1201 - 1208, 1301 - 1308, 1401 - 1408, 1501 - 1508 and 1701 - 1708 is 1/40th.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium, then at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.

JAX1 #638320 v1

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2002015691
Book: 10315
Pages: 976 - 987-A
Filed & Recorded
01/16/2002 10:19:49 AM
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CLERK CIRCUIT COURT
DUVAL COUNTY
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RECORDING \$ 49.00
COPY FEE \$ 12.00

**EIGHTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM**

**(A Portion of Phase II)
(Building 1800)**

THIS AMENDMENT is made this 16th day of January, 2002, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by First Amendment to Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10207, page 1164, and further amended by that certain Third Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10188, page 1683 (Building 1300), and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1400) recorded in Official Records Book 10215, page 47, and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) as amended by Amended Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) recorded in Official Records Book 10238, page 1491 (revised to be identified as Fifth Amendment), and further amended by Sixth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1700)

recorded in Official Records Book 10257, page 1634 - 1646, and re-recorded in Official Records Book 10286, pages 913 - 925, and further amended by Seventh Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1600) recorded in Official Records Book 10260, page 786 - 799, all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase II to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:


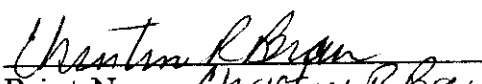
1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase II Land (Building 1800) to the Declaration, in place of the site plans for Building 1800 that are currently attached to the Declaration.

2. The fractional share of Common Elements, Common Expenses and Common Surplus for the Units is hereby amended and Exhibit "B" of the Declaration is hereby amended as set forth in Addendum to Exhibit "B" attached hereto and made a part hereof.

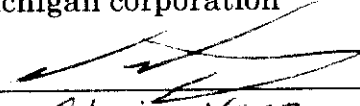
3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibits "A" or "B" in the Declaration or this Amendment shall mean and refer to Exhibits "A" or "B" of the Declaration and the Addenda attached hereto as Addendum to Exhibits "A" and "B".

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 16th day of January, 2002.

Witnesses:


Print Name: Samara Brazile

Print Name: Christine R. Braun

PULTE HOME CORPORATION,
a Michigan corporation

By: 
Name: Chris Vanzant
Its EMPLOYEE / Attorney-in-fact

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of January, 2002, by Chris Vanzant, the Attorney in fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Linda A. Schaedel

(Signature of Notary Public)

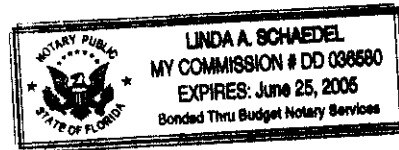
LINDA A. SCHAEDEL

(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida

Commission number: DD 036580

My commission expires: JUNE 25, 2005



ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM

A Portion of Phase II (Building 1800)

The legal description of a portion of Phase II (Building 1800) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH 88° 14' 54" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH 01° 45' 06" EAST, 100.00 FEET; 2ND COURSE, SOUTH 88° 14' 54" WEST, 301.81 FEET; 3RD COURSE, SOUTH 09° 03' 21" WEST, 95.00 FEET; 4TH COURSE, SOUTH 06° 50' 01" WEST, 1,237.77 FEET; 5TH COURSE, SOUTH 03° 59' 49" WEST, 935.73 FEET; 6TH COURSE, SOUTH 00° 18' 22" EAST, 404.40 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH 00° 18' 22" WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH 89° 41' 38" EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH 59° 51' 00" EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH 16° 20' 10" EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 30° 24' 55" EAST, 145.80 FEET; RUN THENCE SOUTH 42° 32' 46" EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 56' 31" EAST, 217.57 FEET; RUN THENCE SOUTH 51° 49' 57" EAST, A DISTANCE OF 340.95 FEET; THENCE SOUTH 38° 10' 03" WEST, A DISTANCE OF 66.31 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 55° 46' 11" EAST, 160.00 FEET; THENCE SOUTH 34° 13' 49" WEST, 87.27 FEET; THENCE NORTH 57° 33' 12" WEST, 84.43 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWEST DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 598.50 FEET, AN ARC DISTANCE OF 75.70 FEET TO A POINT, SAID ARC SUBTENDE BY A CHORD OF NORTH 53° 55' 48" WEST, 75.65 FEET; THENCE NORTH 34° 13' 49" EAST, 87.38 FEET TO THE POINT OF BEGINNING.

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase II (Building 1800) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "///" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1800 of the Condominium, which are complete. *See* Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS


1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

Book 10315 Page 981

SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1801, 1802, 1803, 1804, 1805, 1806, 1807 and 1808, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



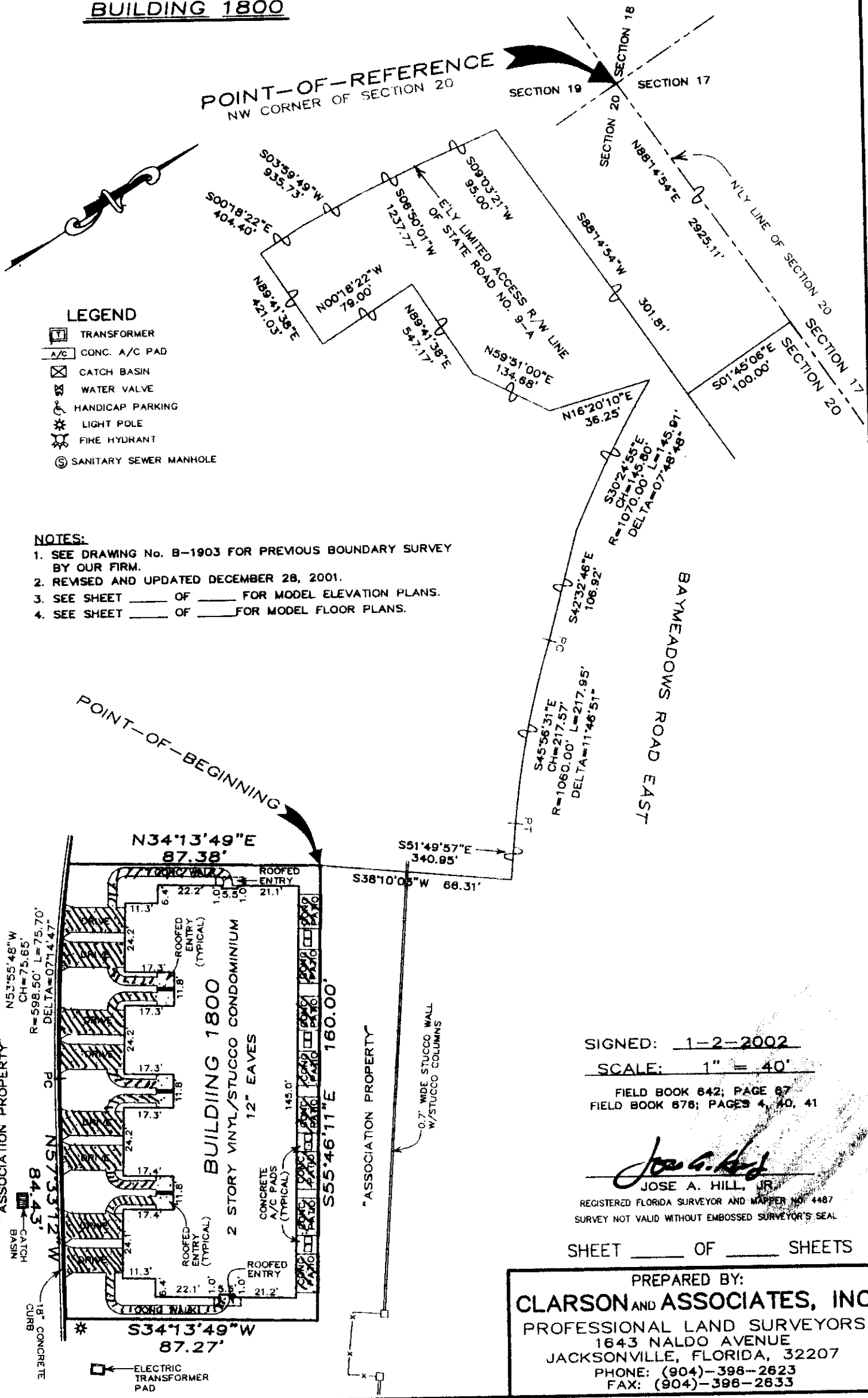
Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

Date: December 28, 2001

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1800

Book 10315 Page 982



SIGNED: 1-2-2002
SCALE: 1" = 40'

FIELD BOOK 642; PAGE 67
FIELD BOOK 676; PAGES 4, 40, 41

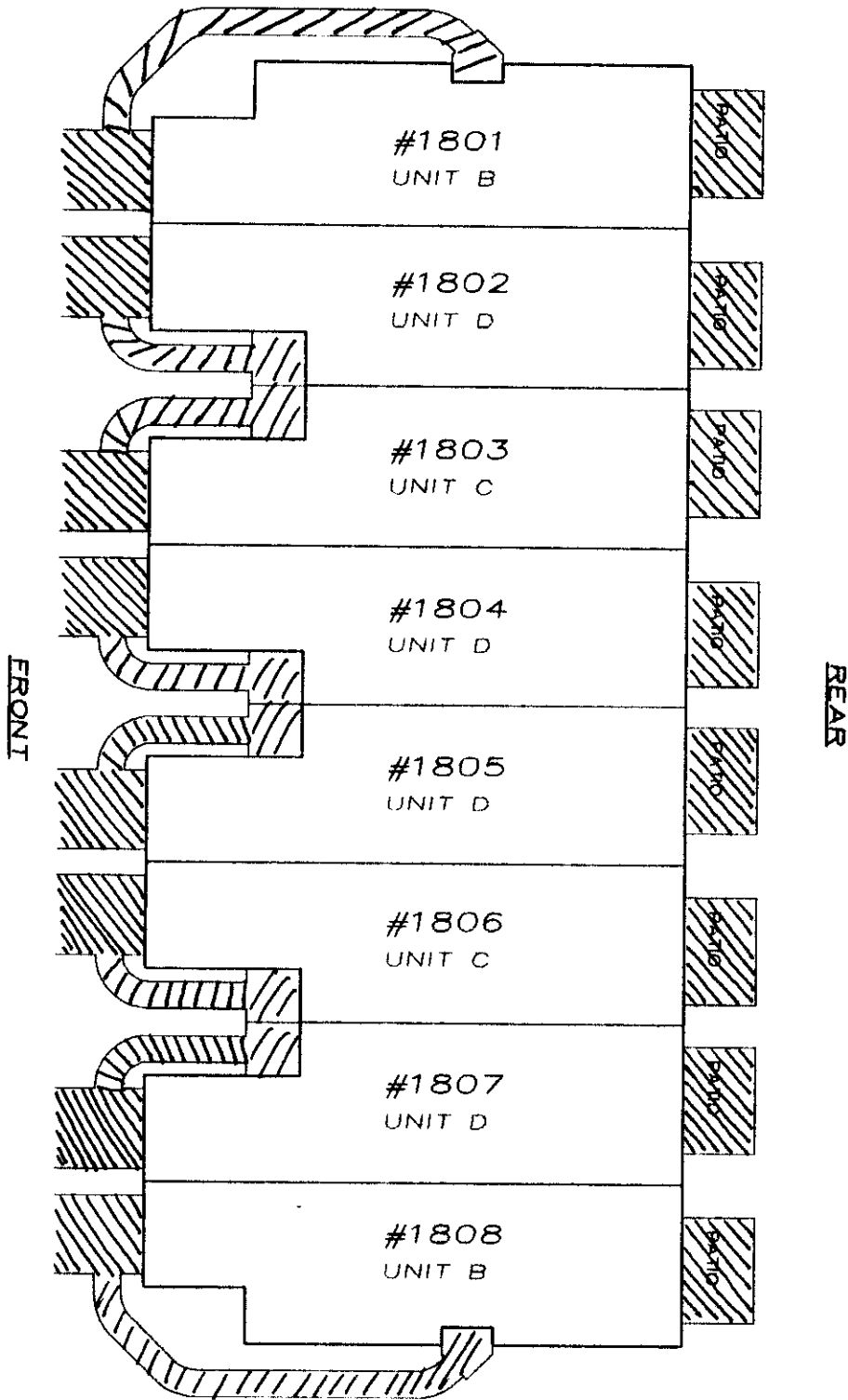
Jose A. Hill, Jr.
JOSE A. HILL, JR.
REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-398-2623
FAX: (904)-398-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL



NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

DATE: DECEMBER 28, 2001

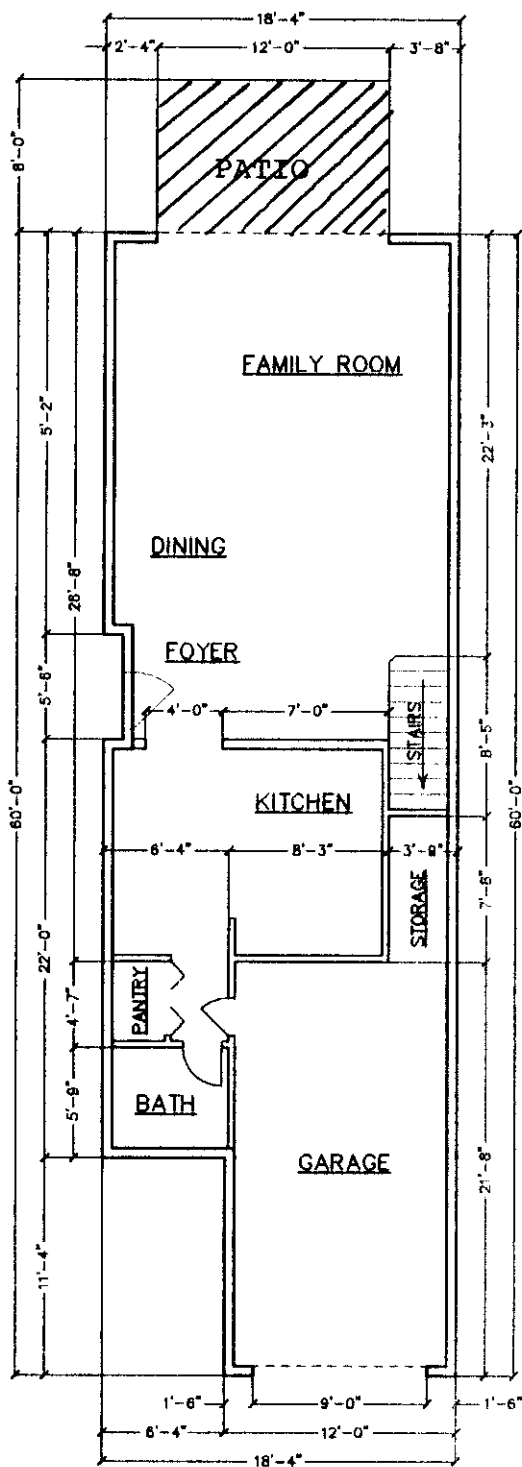
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

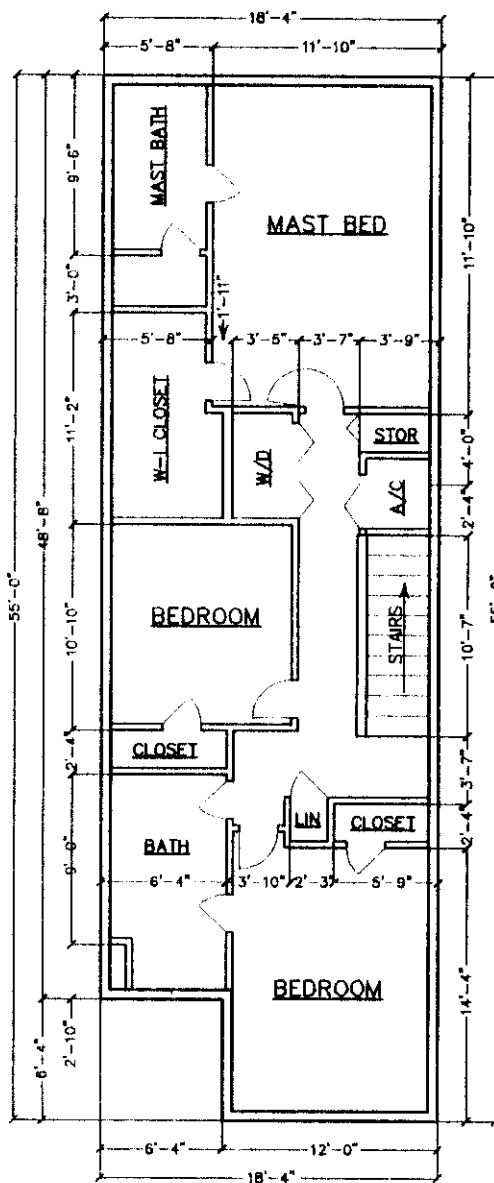
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

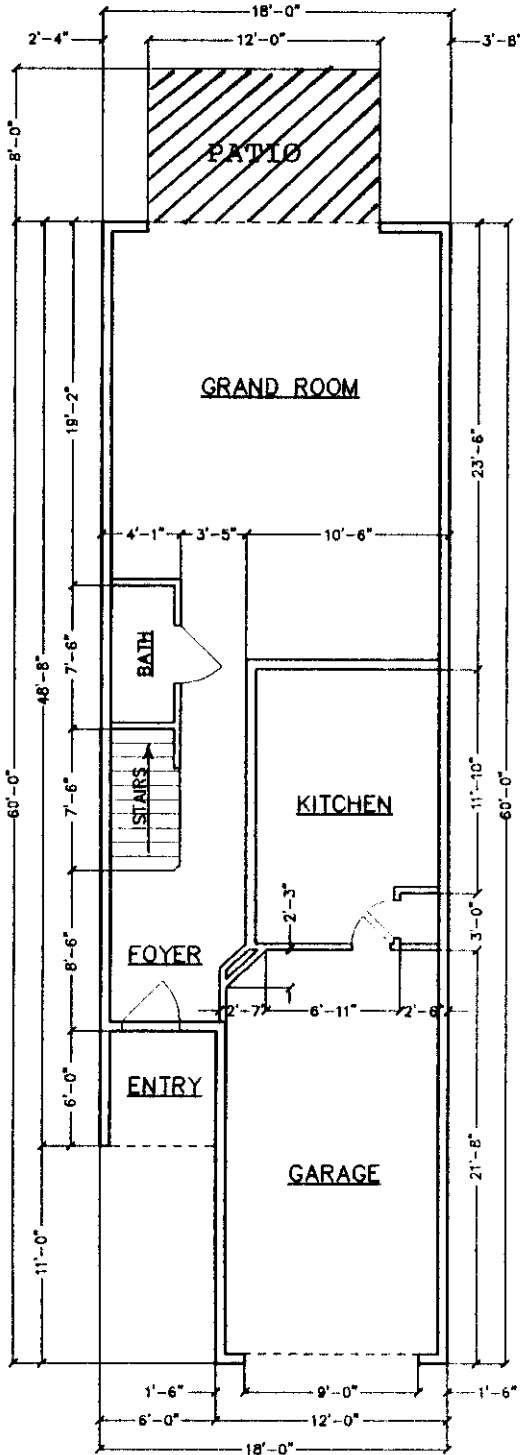
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN

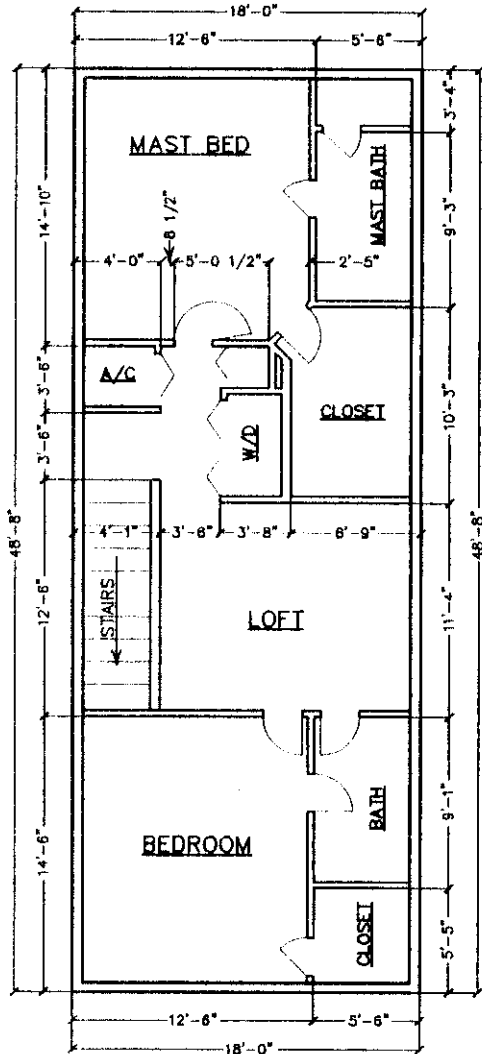
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

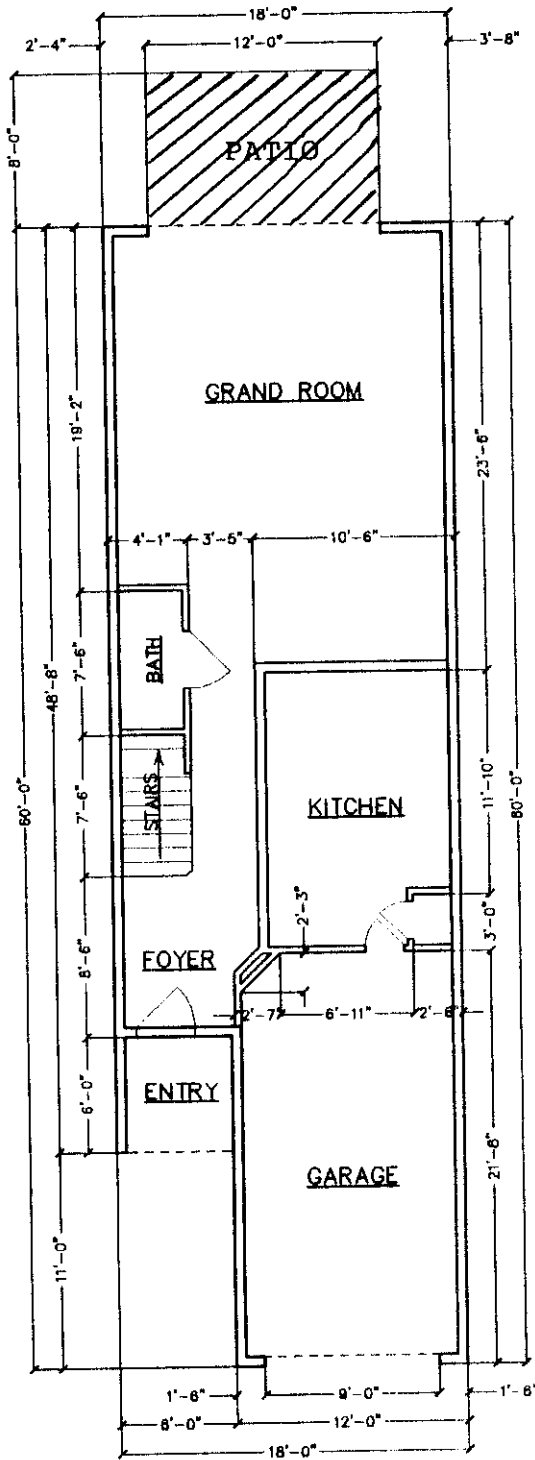
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

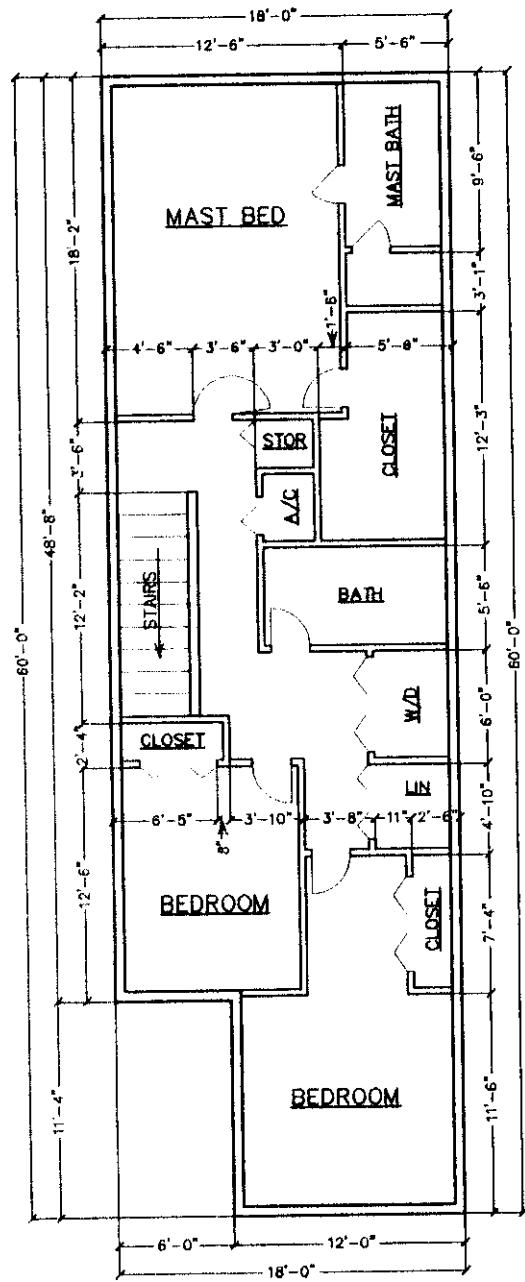
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

DATE: SEPTEMBER 13, 2001

FLOOR PLANS



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

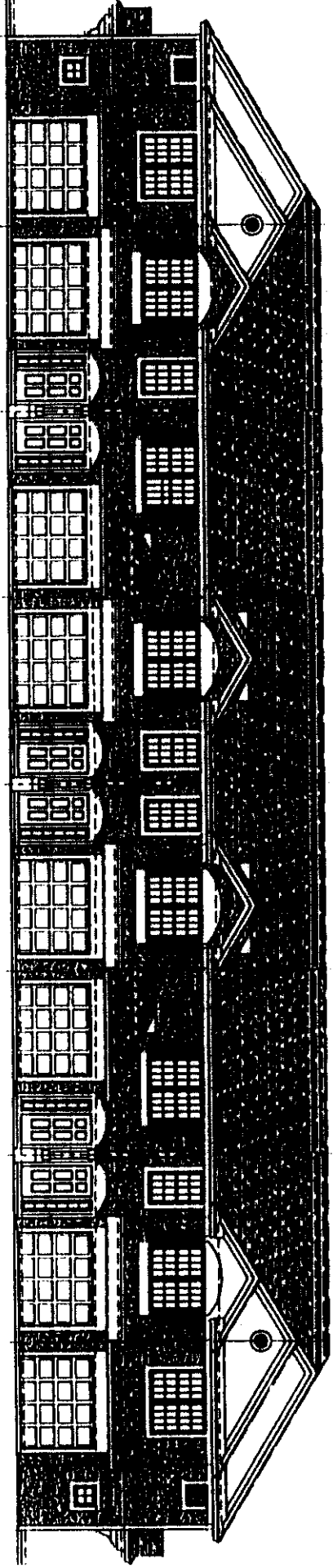
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

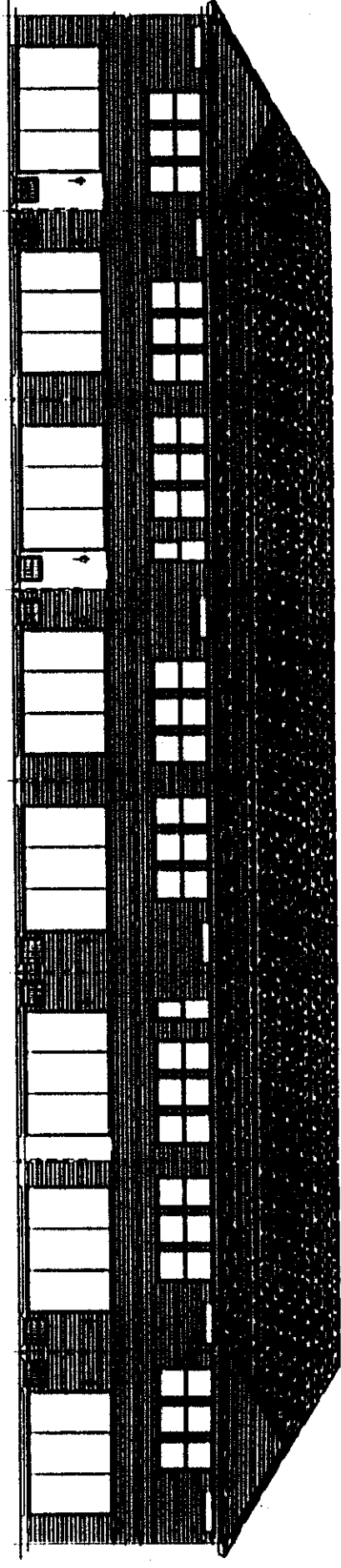
PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.

FRONT ELEVATION



REAR ELEVATION



**ADDENDUM TO EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

**FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS**

(Phases I and II)

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 1201 – 1208, 1301 – 1308, 1401 – 1408, 1501 – 1508, 1601 – 1608, 1701 – 1708, 1801 – 1808 and 1901 - 1908 is $1/64^{\text{th}}$.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium, then at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.

Prepared by and Return to
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Doc# 2002042291
Book: 10354
Pages: 91 - 103
Filed & Recorded
02/12/2002 01:48:59 PM

JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 7.00
COPY FEE \$ 13.00
RECORDING \$ 53.00

**NINTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
VISTAS AT STONEBRIDGE VILLAGE I,
A CONDOMINIUM**

**(A Portion of Phase II)
(Building 1900)**

THIS AMENDMENT is made this th12 day of February, 2002, by **PULTE HOME CORPORATION**, a Michigan Corporation ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10116, page 1611 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10144, page 2380, and further amended by that certain Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10150, page 40, and further amended by First Amendment to Second Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1200) recorded in Official Records Book 10207, page 1164, and further amended by that certain Third Amendment to Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium, recorded in Official Records Book 10188, page 1683 (Building 1300), and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase I) (Building 1400) recorded in Official Records Book 10215, page 47, and further amended by Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) as amended by Amended Fourth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1500) recorded in Official Records Book 10238, page 1491 (revised to be identified as Fifth Amendment), and further amended by Sixth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1700) recorded in Official Records Book 10257, page 1634 - 1646, and re-recorded in

13

Official Records Book 10286, pages 913 – 925, and further amended by Seventh Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1600) recorded in Official Records Book 10260, page 786 – 799, and further amended by Eighth Amendment to the Declaration of Condominium for Vistas at Stonebridge Village I, A Condominium (A Portion of Phase II) (Building 1800) recorded in Official Records Book 10315, page 976, all of the public records of Duval County, Florida (referred to herein collectively as the "Declaration").

B. Vistas at Stonebridge Village I, A Condominium ("Condominium") is a phased condominium created pursuant to Section 718.403, Florida Statutes.

C. Pursuant to the rights and obligations set forth in Section 718.403, Florida Statutes and the rules and regulations issued in connection therewith and the provisions of Article I of the Declaration, the Developer has submitted the land contained in Phase II to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended to add as-built surveys for a portion of the Phase II Land (Building 1900) to the Declaration, in place of the site plans for Building 1900 that are currently attached to the Declaration.

2. The fractional share of Common Elements, Common Expenses and Common Surplus for the Units is hereby amended and Exhibit "B" of the Declaration is hereby amended as set forth in Addendum to Exhibit "B" attached hereto and made a part hereof.

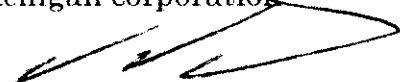
3. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect. All references to Exhibits "A" or "B" in the Declaration or this Amendment shall mean and refer to Exhibits "A" or "B" of the Declaration and the Addenda attached hereto as Addendum to Exhibits "A" and "B".

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 12th day of February, 2002.

Witnesses:

PULTE HOME CORPORATION,
a Michigan corporation

Rebecca L. Hyatt
Print Name: Rebecca L. Hyatt

By: 
Name: Chris Vanzant
Its Attorney in Fact

Colleen L. Igou
Print Name: Colleen Igou

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of February, 2002, by Chris Vanzant, the Attorney in fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Linda A. Schaedel

(Signature of Notary Public)

LINDA A. SCHAEDEL

(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida

Commission number: DD-036580

My commission expires: June 25, 2005

**ADDENDUM TO EXHIBIT A
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

A Portion of Phase II (Building 1900)

The legal description of a portion of Phase II (Building 1900) of Vistas at Stonebridge Village I, A Condominium is as follows:

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 20 AND RUN NORTH $88^{\circ} 14' 54''$ EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 20, A DISTANCE OF 2,925.11 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A (PARCEL 103.1-R, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 8206, PAGE 961, OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9-A: 1ST COURSE, SOUTH $01^{\circ} 45' 06''$ EAST, 100.00 FEET; 2ND COURSE, SOUTH $88^{\circ} 14' 54''$ WEST, 301.81 FEET; 3RD COURSE, SOUTH $09^{\circ} 03' 21''$ WEST, 95.00 FEET; 4TH COURSE, SOUTH $06^{\circ} 50' 01''$ WEST, 1,237.77 FEET; 5TH COURSE, SOUTH $03^{\circ} 59' 49''$ WEST, 935.73 FEET; 6TH COURSE, SOUTH $00^{\circ} 18' 22''$ EAST, 404.40 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 421.03 FEET; RUN THENCE NORTH $00^{\circ} 18' 22''$ WEST, A DISTANCE OF 79.00 FEET; RUN THENCE NORTH $89^{\circ} 41' 38''$ EAST, A DISTANCE OF 547.17 FEET; RUN THENCE NORTH $59^{\circ} 51' 00''$ EAST, A DISTANCE OF 134.68 FEET; RUN THENCE NORTH $16^{\circ} 20' 10''$ EAST, A DISTANCE OF 36.25 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,070.00 FEET, AN ARC DISTANCE OF 145.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $30^{\circ} 24' 55''$ EAST, 145.80 FEET; RUN THENCE SOUTH $42^{\circ} 32' 46''$ EAST, A DISTANCE OF 106.92 FEET TO A POINT ON A CURVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,060.00 FEET, AN ARC DISTANCE OF 217.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $45^{\circ} 56' 31''$ EAST, 217.57 FEET; RUN THENCE SOUTH $51^{\circ} 49' 57''$ EAST, A DISTANCE OF 515.13 FEET; THENCE SOUTH $38^{\circ} 10' 03''$ WEST, 56.97 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH $59^{\circ} 16' 41''$ EAST, 160.00 FEET; THENCE SOUTH $30^{\circ} 43' 19''$ WEST, 89.00 FEET; THENCE NORTH $57^{\circ} 33' 12''$ WEST, 160.07 FEET; THENCE NORTH $30^{\circ} 43' 19''$ EAST, 84.18 FEET TO THE POINT OF BEGINNING.

The foregoing described property is subject to the following:

1. Wetlands regulated by the St. Johns River Water Management District.
2. Easement to the Jacksonville Electric Authority recorded in Official Records Volume 4118, page 1196 of the public records of Duval County, Florida.
3. Development Agreement with the City of Jacksonville dated April 8, 1999 recorded in Official Records Volume 9262, page 1342 of the public records of Duval County, Florida.

Attached hereto is the site plan and as-built survey for a portion of Phase II (Building 1900) of the Vistas at Stonebridge Village I.

The areas shown within the dark lines constitute the Units, the shaded areas delineated with "////" markings are Limited Common Elements. The remainder of the land constitutes Common Elements of the Association or Common Property of the Master Association.

The attached Unit Plans and Floor Plans depict the improvements in Building 1900 of the Condominium, which are complete. *See* Surveyor's Certificate.

The Developer intends to construct similar buildings, floor plans and units in the Subsequent Phases of the Condominium, provided however, the Developer has reserved the right to make changes to the buildings, floor plans and units based upon market conditions, all as more fully set forth in the Offering Circular and Declaration of Condominium. At such time as any Subsequent Phases are added to this Declaration, an Addendum to this Exhibit will be recorded depicting the exact building plans, floor plans and unit types in the Subsequent Phase.

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

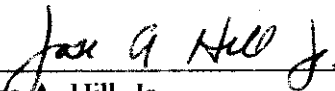
1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

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SURVEYOR'S CERTIFICATE

I, Jose A. Hill, Jr., a land surveyor authorized to practice in the State of Florida, hereby certify with respect to Units 1901, 1902, 1903, 1904, 1905, 1906, 1907 and 1908, The Vistas at Stonebridge Village, a Condominium, according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida. I hereby certify that the construction of all improvements, including landscaping, utility services and access to units, and common element facilities servicing such buildings are substantially complete, so that the material contained in the survey and graphic description of the improvements, together with the provisions of said Declaration of Condominium describing the condominium property, are an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.



Jose A. Hill, Jr.
Florida Registered Surveyor No. 4487

Date: February 7, 2002

PHASING PLAN THE VISTAS AT STONEBRIDGE VILLAGE A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 88 EAST, DUVAL COUNTY, FLORIDA
BUILDING 1900

Book 10354 Page 97

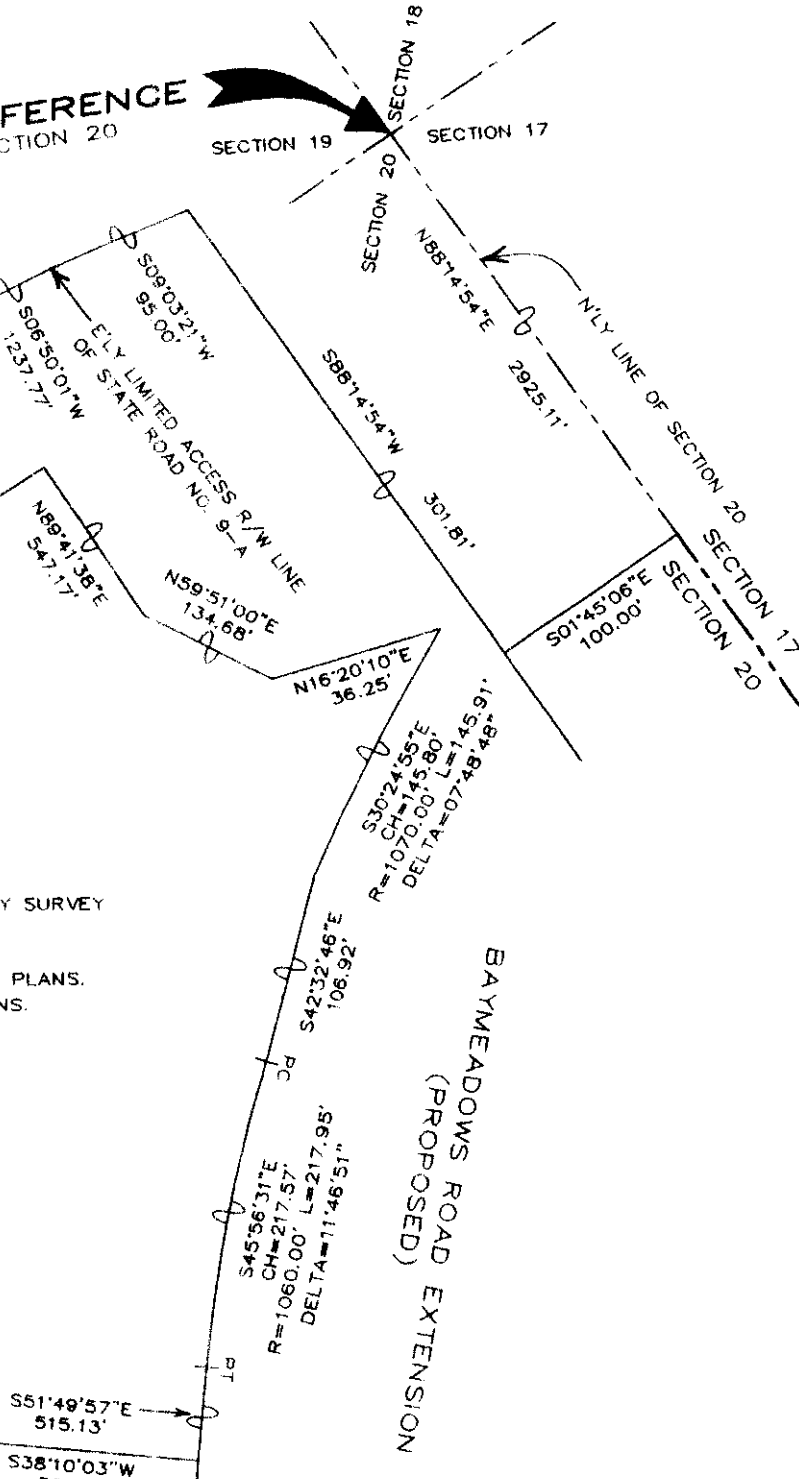
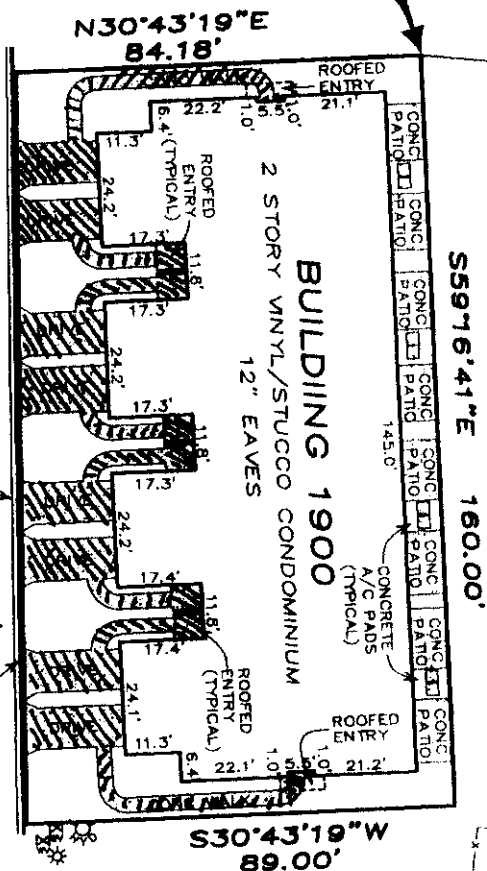
POINT-OF-REFERENCE
NW CORNER OF SECTION 20

- LEGEND**
-  TRANSFORMER
 -  CONC. A/C PAD
 -  CATCH BASIN
 -  WATER VALVE
 -  HANDICAP PARKING
 -  LIGHT POLE
 -  FIRE HYDRANT
 -  SANITARY SEWER MANHOLE

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. REVISED AND UPDATED JANUARY 30, 2002.
3. SEE SHEET _____ OF _____ FOR MODEL ELEVATION PLANS.
4. SEE SHEET _____ OF _____ FOR MODEL FLOOR PLANS.

POINT-OF-BEGINNING



BAYMEADOWS ROAD EXTENSION
(PROPOSED)

SIGNED: 2-7-2002

SCALE: 1" = 40'

FIELD BOOK 676; PAGES 21, 49, 50

Jose A. Hill, Jr.
JOSE A. HILL, JR.

REGISTERED FLORIDA SURVEYOR AND MAPPER NO. 4487
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL

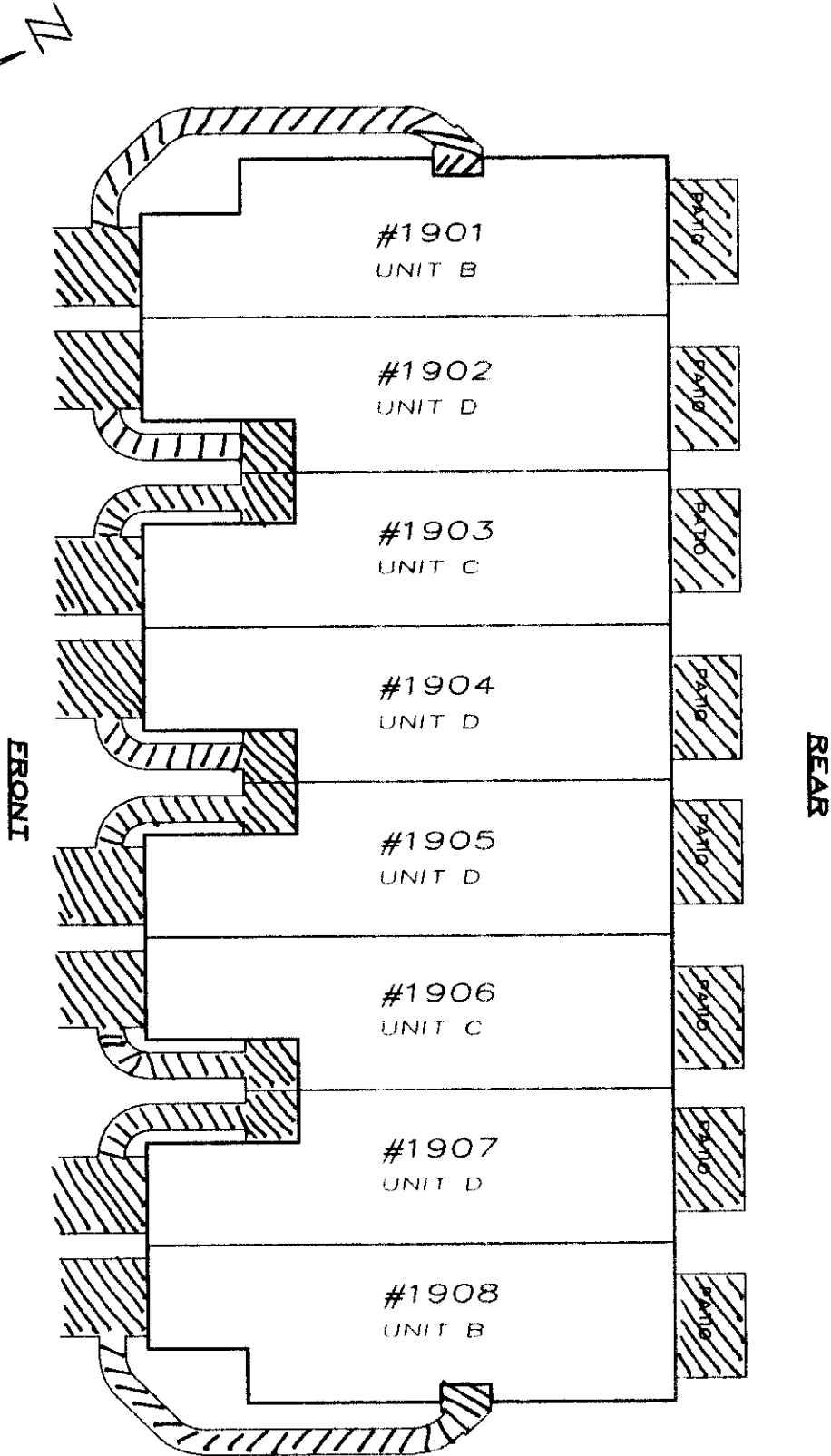
SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1643 NALDO AVENUE
JACKSONVILLE, FLORIDA, 32207
PHONE: (904)-396-2623
FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE.
A CONDOMINIUM

PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA
UNIT NUMBERING & MODEL NUMBERING DETAIL

Book 10354 Page 98



NOTE:

SEE DRAWING NO. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.

DATE: JANUARY 30, 2002

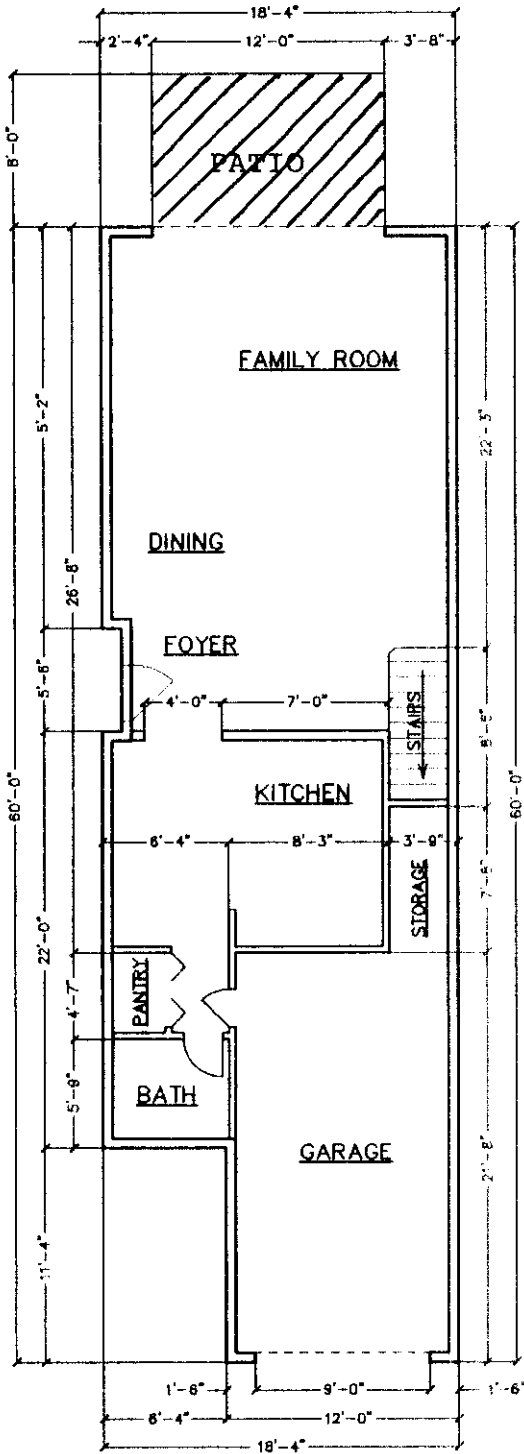
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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PHONE: (904)-398-2623
FAX: (904)-398-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

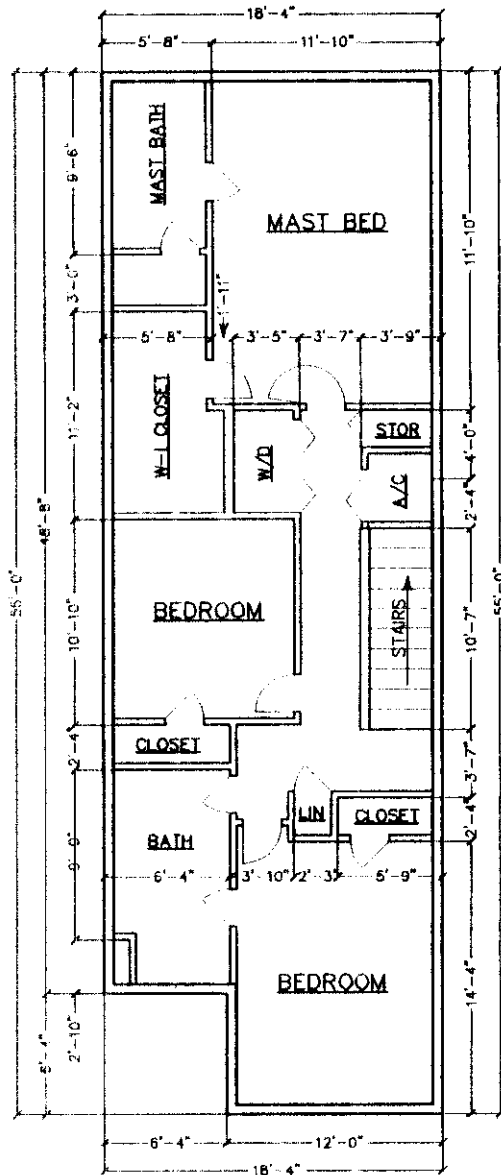
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

Book 10354 Page 99



1ST FLOOR



2ND FLOOR

UNIT "B" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

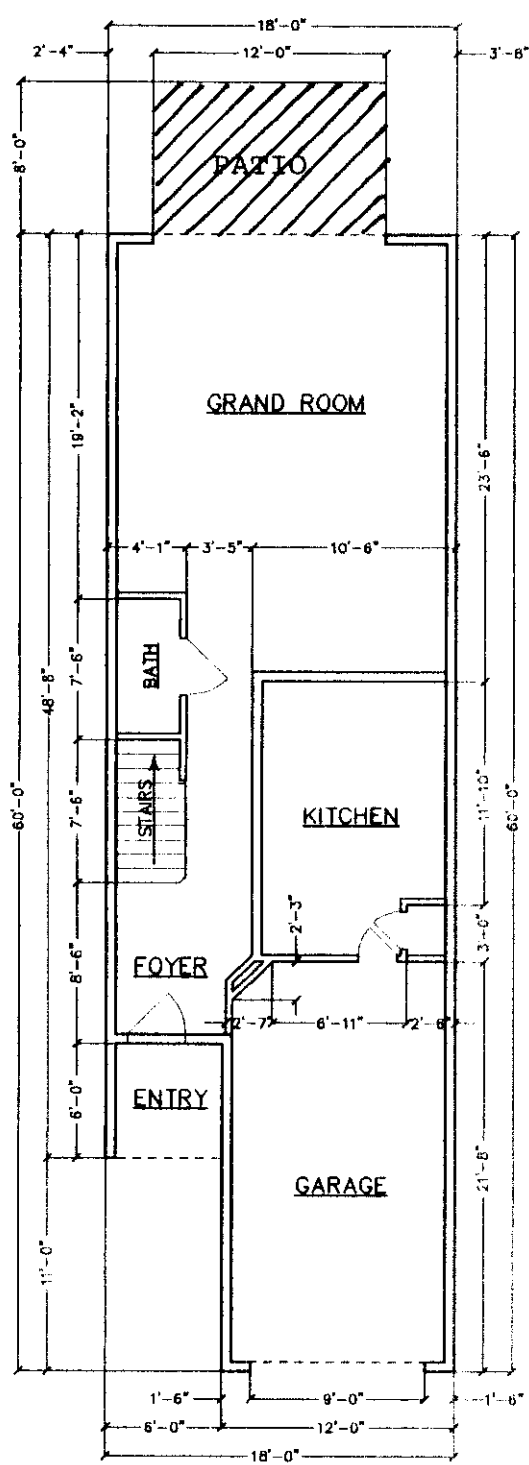
PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

PHASING PLAN
THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

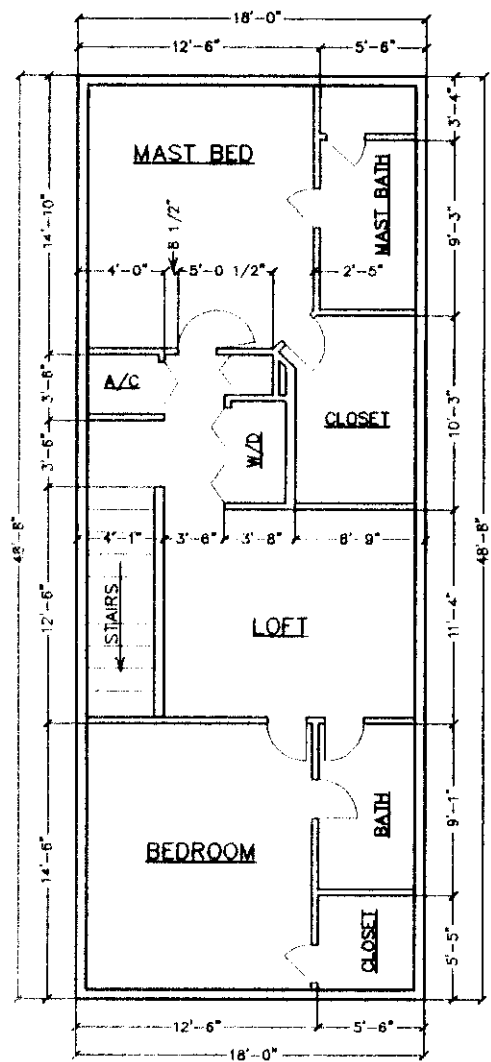
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

Book 10354 Page 100



1ST FLOOR



2ND FLOOR

UNIT "C" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
 FAX: (904)-396-2633

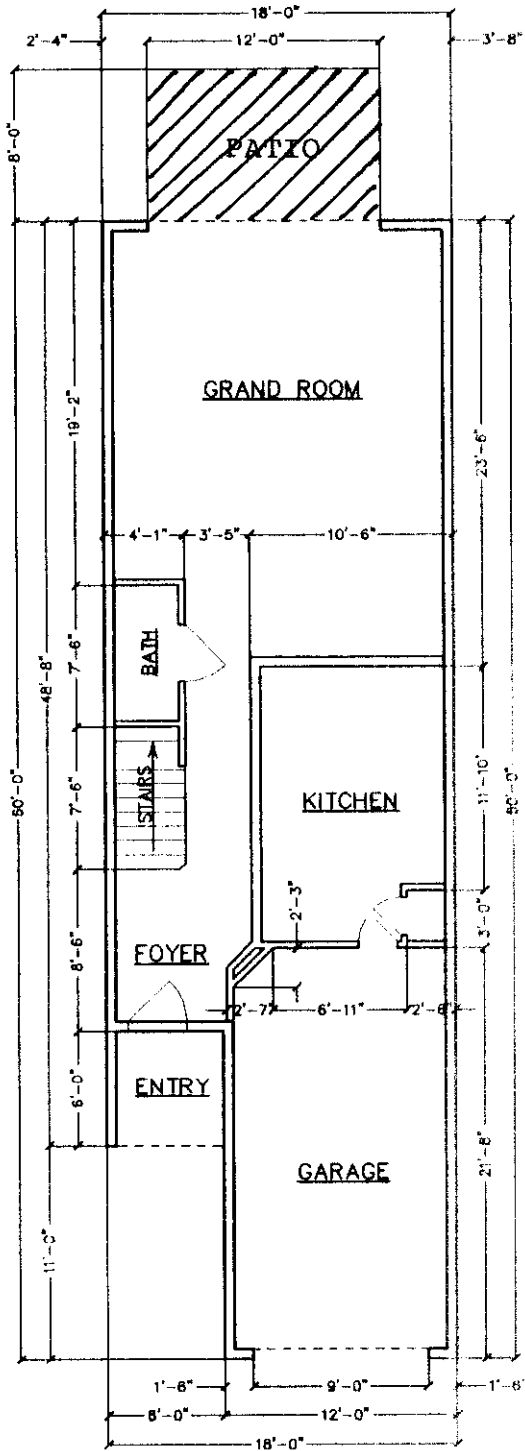
PHASING PLAN

THE VISTAS AT STONEBRIDGE VILLAGE, A CONDOMINIUM

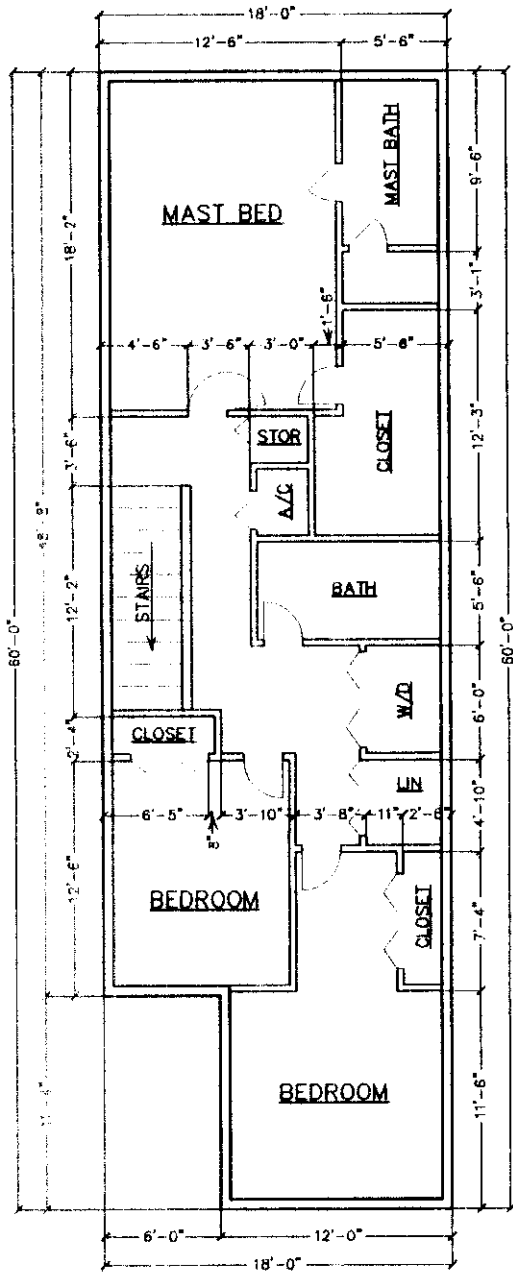
DATE: SEPTEMBER 13, 2001

FLOOR PLANS

Book 10354 Page 101



1ST FLOOR



2ND FLOOR

UNIT "D" FIRST & SECOND FLOOR PLAN

NOTES:

1. SEE DRAWING No. B-1903 FOR PREVIOUS BOUNDARY SURVEY BY OUR FIRM.
2. SEE SHEET _____ OF _____ FOR PHASING AS-BUILT.
3. DIMENSIONS ARE PER ARCHITECTURAL PLANS. ACTUAL UNIT DIMENSIONS MAY VARY.

SHEET _____ OF _____ SHEETS

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 1643 NALDO AVENUE
 JACKSONVILLE, FLORIDA, 32207
 PHONE: (904)-396-2623
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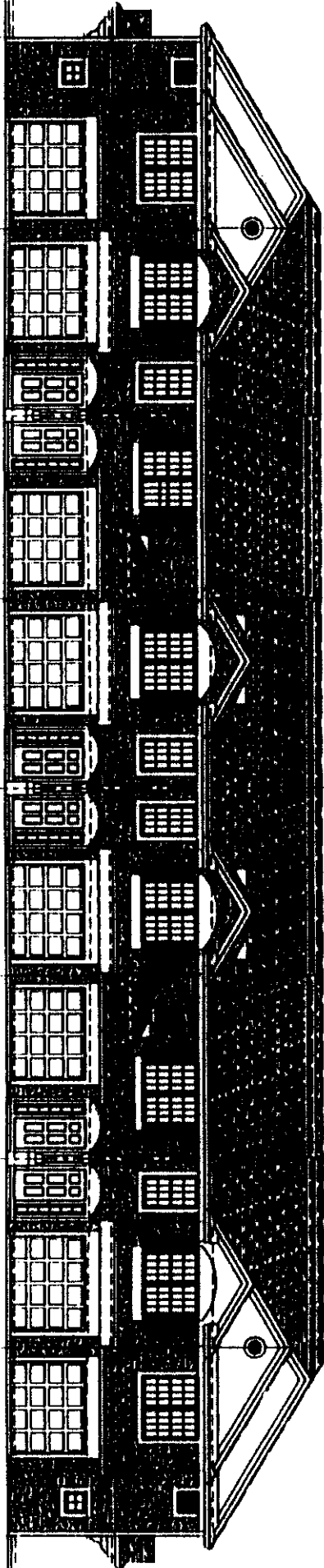
PHASING PLAN

THE VISTAS AT STONEBRIDGE VILLAGE,
A CONDOMINIUM

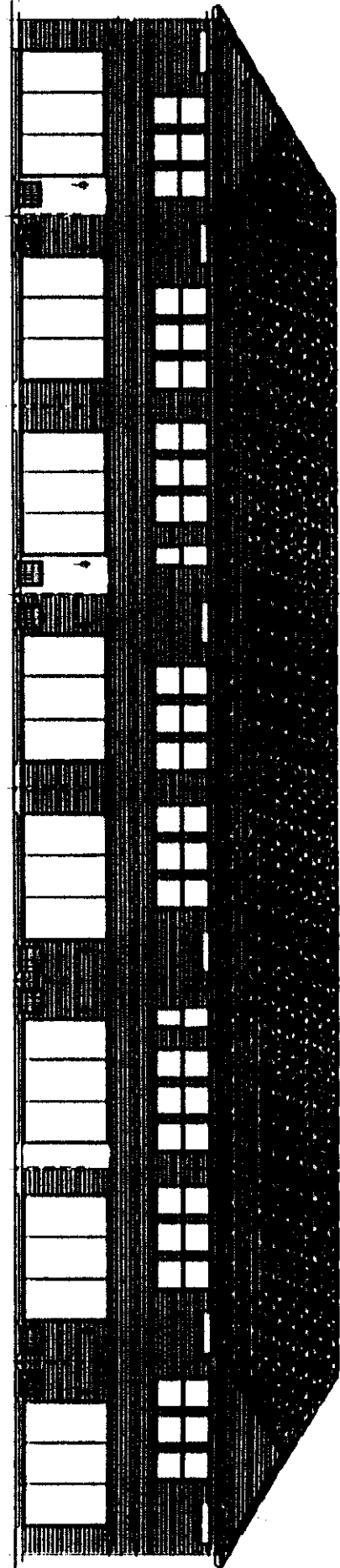
PART OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.

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FRONT ELEVATION



REAR ELEVATION



**ADDENDUM TO EXHIBIT B
TO
DECLARATION OF CONDOMINIUM
VISTAS AT STONEBRIDGE VILLAGE I, A CONDOMINIUM**

**FRACTIONAL SHARE OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS**

(Phases I and II)

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for Units 1201 – 1208, 1301 – 1308, 1401 – 1408, 1501 – 1508, 1601 – 1608, 1701 – 1708, 1801 – 1808 and 1901 - 1908 is $1/64^{\text{th}}$.

In the event that the Developer determines, in its sole discretion, to create any of the Subsequent Phases of the Condominium, then at such time as they are created, the fractional shares of ownership of the Common Elements, Common Expenses and Common Surplus will be recalculated, using the same formula as set forth above.

JAX1 #647795 v1