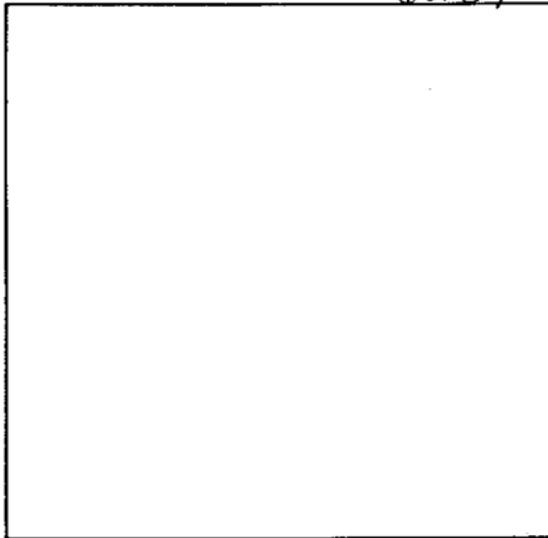


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7/31/95

Prepared by and Return to
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DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SOUTHERN GROVE



Recorded in Public Records St. Johns County, FL
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THIS DECLARATION is made this 10th day of August, 1995, by **SOUTHERN GROVE I, LTD.**, a Florida limited partnership, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in St. Johns County, Florida, being all of that real property platted as **SOUTHERN GROVE** in Map Book 29, pages 40 - 43, of the public records of St. Johns County, Florida, which is commonly referred to as "Southern Grove" (the "Property"). Developer desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property.

B. Developer intends to develop the Property for the purpose of constructing single family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined), and which will be occupied and maintained as a residential development for the mutual and common advantage of all Owners (as hereinafter defined) and occupants thereof, who shall own and occupy the Property, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. Developer desires to provide for the preservation and enhancement of the Property, and for the maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

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D. Developer desires to provide for the efficient management of the Property, in connection therewith Developer deems it desirable to create a non-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions, limitations, easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and collection and disbursement of the Assessments hereinafter created and to this end, Developer has created or will create Southern Grove Homeowners Association, Inc., a Florida not-for-profit corporation, whose membership shall include the Owners of all or any part of the Property.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, occupied and conveyed subject to the following covenants, restrictions, easements and limitations, which are for the purpose of protecting the value and desirability of and shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Developer.

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

- (a) "ARB" means the Architectural Review Board of the Association.
- (b) "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which are attached hereto as Exhibit A.
- (c) "Assessment" means all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments (as hereinafter defined).
- (d) "Assessment Charge" means all Assessments currently owed by an Owner, together with any late fees, interest and costs of collection when delinquent, including attorney's fees.
- (e) "Association" means Southern Grove Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
- (f) "Board of Directors" means the Board of Directors of the Association.

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(g) "Bylaws" means the Bylaws of the Association as amended from time to time, a copy of which is attached hereto as Exhibit B.

(h) "Common Property" means all of the Property, except the Lots, together with any improvements thereon and all personal property intended for the common use and enjoyment of the Owners and any areas within the Property which the Association is obligated to maintain notwithstanding that it may not own the underlying fee simple title to such areas. The Common Property also includes all water within the lakes and retention areas, all drainage easements reserved herein and in any plat of the Property, and all other portions of the Stormwater Management System. The Common Property is not dedicated for use by the general public. The Common Property shall specifically include, without limitation, the rights of way of any adjoining publicly dedicated roads, traffic control and other signs, all entry features (including any entry sign, lighting, irrigation, and landscaping), any underground irrigation system serving the Common Property (including pumps, feeder lines, other components, and replacements or additions thereto), perimeter fencing, drainage facilities, and any landscaping not located within a Lot and the Stormwater Management System (as defined below).

(i) "County" means St. Johns County, Florida.

(j) "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.

(k) "Developer" means Southern Grove I, Ltd., a Florida limited partnership, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to Southern Grove I, Ltd., as the Developer under this Declaration is not intended and shall not be construed to impose upon Southern Grove I, Ltd., any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from Southern Grove I, Ltd., and develop and resell the same. Developer may also be an Owner for so long as Developer shall be the record owner of any Lot. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of a such a partial assignment, the assignee shall not be deemed the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, any subsequent Developer shall not be liable for any actions, defaults, or obligations incurred by any previous Developer, except as may be expressly assumed by the subsequent Developer.

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(l) "Initial Improvements" means the initial, original construction of Residences, and related improvements and initial landscaping upon the Lots constructed by Developer or those builders specified by Developer.

(m) "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property. References herein to "Lot" shall also include the Residence and all improvements thereon, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot (such combination of Lots being hereafter referred to as a "Reconfigured Lot") to one Owner who constructs only one single family dwelling unit thereon, such Reconfigured Lot shall be deemed to be a "Lot" and subject to one Assessment and entitled to one vote and except as specifically set forth herein all references to "Lots" means and includes "Reconfigured Lots". Provided, however, if such a combined Reconfigured Lot is subsequently developed with an additional Residence it shall be deemed to constitute two Lots and be entitled to two (2) votes and be liable for payment of two Annual Assessments, as hereinafter set forth.

(n) "Member" means a person entitled to membership in the Association, as provided in this Declaration.

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

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

(q) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

(r) "Property" means that certain real property described as such in the Recitals above.

(s) "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot.

(t) "Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges 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

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the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.

ARTICLE II

ASSOCIATION

Section 2.1 Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Lot, and shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association.

Section 2.2 Voting Rights. The Association shall have two classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners, with the exception of Developer, while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust or other entity (with the exception of Developer) such entity shall be subject to the applicable rules and regulations for such entities contained in the Articles and Bylaws. Provided however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot contains only one single family Residence, the Owners thereof shall have only one vote in Association matters.

(b) **Class B.** The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- (i) Three (3) months after ninety (90%) percent of the Lots in the Property that will ultimately be operated by the Association have been conveyed to the Class A members;
- (ii) Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, Class A Members may vote to elect the majority of the members of the Board of Directors. For purposes of this Article, builders, contractors and other persons who purchase a Lot for the purpose of construction of improvements thereon for resale shall not be

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deemed to be Class A Members. After Turnover, the Developer may appoint the minority members of the Board, which shall not be less than one Director, for so long as the Developer owns at least five percent (5%) of the Lots within the Property. After Turnover, the Developer shall be a Class A Member with respect to the Lots which it owns and shall have all the rights and obligations of the Class A Members, except that it may not cast its votes for the purpose of acquiring control of the Association or selecting the majority of the members of the Board.

Section 2.3 Action Without A Meeting. Any action required to be taken hereunder by a vote or assent of the members may be taken in the absence of a meeting by obtaining the written approval or the requisite percentage of all votes in the Association. Any action so approved shall have the same effect as though taken at the meeting of the members. Such approval shall be duly filed in the minute book of the Association.

Section 2.4 Mergers.

(a) **By Developer.** Developer shall have the right, but not the obligation, until Turnover, from time to time, within its sole discretion, to merge or consolidate this Association with any other property owners association. Notwithstanding the foregoing, until Turnover, such merger or consolidation must have the prior written approval of the Veterans Administration ("VA") and Federal Housing Administration ("FHA") in accordance with the regulations of the U.S. Department of Housing and Urban Development ("HUD"), if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

(b) **By Owners.** After Turnover, with written consent of seventy five percent (75%) of the Class A Members, or upon a seventy five (75%) vote of the Class A members voting in person or by proxy at a regular or special Association meeting at which there is a quorum, the Association may merge or consolidate with any other property owners association.

(c) **Effect.** Upon a merger or consolidation of the Association with another property owners association, the Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Property, rights and obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration within the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration, except as expressly adopted in accordance with the terms hereof.

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Section 2.5 Dissolution. The Association may be dissolved with the written consent of seventy five percent (75%) of the Class A Members and the Class B Member, if any. Until Turnover, a dissolution shall also require the prior written consent of the VA or FHA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned and accepted by an entity approved by the St. Johns River Water Management District.

ARTICLE III

OWNERS' RIGHTS AND DUTIES

Section 3.1 Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

- (1) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- (2) The right of Developer or the Association to grant easements and rights of way, as may be deemed appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, maintenance, and utilities over all Common Property.
- (3) All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.
- (4) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.
- (5) All easements and restrictions of record affecting any part of the Common Property.

Section 3.2 Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Lot.

Section 3.3 Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the damaged area or property in a good and

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workmanlike manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner, and shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

Section 3.4 Maintenance. Each Owner shall keep all parts of his Lot, including the Residence, in good order and clean and free of debris. Such duties shall include, without limitation, repair or replacement of roofing, repair or replacement of windows and doors (including repair or replacement of glass or screens), repair or replacement of building materials on the exterior of the Residence. Each Owner shall also maintain any portion of the Property bounded by his front Lot line, the continuation of his side Lot lines, and the paved portion of any road adjacent to his Lot. If an Owner fails to maintain the Lot and Residence in a good order and attractive manner, the Association, after ten (10) days written notice to the Owner and approval by the majority of the members of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint and maintain any part of such Lot or Residence. All costs related to such correction, repair or restoration shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor.

Section 3.5 Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors, the ARB and this Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

ARTICLE IV

COMMON PROPERTY AND EASEMENTS

Section 4.1 Common Property.

(a) **Title.** Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by Developer, at such time as Developer no longer owns any of the Property. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party other than the Association, dedicated to the public (other than the roads and drainage easements as shown on the plat of the Property), mortgaged, or otherwise encumbered without the written consent or vote of seventy five percent (75%) of the Class A Members and, until Turnover, the prior written consent of the VA and FHA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

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(b) Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property, provided that neither Developer nor the Association shall be deemed to be a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the System to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District ("SJRWMD"). Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the SJRWMD.

Section 4.2 Utility Easements.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement reserved herein shall be vacated with respect to the portion of the Lot on which the Residence and other approved improvements are located.

(b) Lot Easements. Developer reserves for itself, its successors and assigns, a ten foot (10') nonexclusive, perpetual, alienable easement and right over, under and across the front of each Lot for the installation, repair and maintenance of utilities, including, without limitation, water, sewer, and an irrigation lines.

(b) Cable Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

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Section 4.3 Drainage System.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a nonexclusive, perpetual, alienable blanket easement and right on, over and across the ground within the Property, including any platted easements and any easements reserved herein or otherwise, to maintain and to correct drainage of surface water.

(b) Corrective Easement. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a nonexclusive, perpetual, alienable blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, construct or modify any berms placed along the rear of Lots as part of the Stormwater Management System, or to take any other similar action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provide, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or Association shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

Section 4.4 Stormwater Management System.

(a) Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System including, without limitation, a retention areas, swales, conduits and berms across the rear of certain Lots. The retention areas to be maintained by the Association are located in tracts as shown on the recorded Plat. Developer reserves for itself, its successors and assigns, and conveys to the Association and its designees, a perpetual, nonexclusive easement over the retention area (as depicted on any plat of the Property) for the location of a retention area and for the drainage of stormwater from the Property over and across the retention area tract and easements, all of which constitute part of the Stormwater Management System. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practical; provided however, that the Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping or other improvements which are removed or damaged. The Developer or Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of the Developer or the

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Association and shall not be construed to obligate the Developer or Association to take any affirmative action in connection therewith.

(b) Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System and over a parcel of land extending landward five feet (5') from any water's edge for the purpose of providing access to operate, maintain and repair the Stormwater Management System. By the easement the Association shall have the right to enter upon any portion of a Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner to operate maintain or repair the Stormwater Management System as required by SJRWMD. The Owners of Lots adjacent to the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

(c) Maintenance. Except as specifically set forth herein to the contrary, the Association is responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the St. Johns River Water Management District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Association shall maintain and control the water level and quality of the Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, right, obligation and responsibility, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Owners of Lots adjacent to the retention areas shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time), to keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion.

(d) Improvements. In the event that Developer, an entity designated by Developer, or the Association shall construct any bridges, docks, bulkheads or other improvements which may extend over or onto the retention area within the Stormwater Management System or construct any similar improvements to support or enhance the Stormwater Management System, the Association shall maintain all such improvements in good repair and condition. No Owner, except Developer, its designee, or the Association shall be permitted to construct any improvements, permanent or temporary, on, over or under any portion of the Stormwater Management System without the written consent of the Association and the approval of the ARB, which consent or approval may be withheld for any reason. Any improvements to the

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Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System shall also require the prior the written approval of the SJRWMD.

(e) Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. The Owners shall have access to the Stormwater Management System only over that portion of the Common Property designated for such purpose by Developer or the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

(f) Enforcement and Liability. In addition to the provisions of Section 11.5, the St. Johns River Water Management District shall have the right to seek enforcement of any of the provisions of this Declaration relating to the Stormwater Management System. Neither Developer, the Association, or the Association shall have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the Lakes and each Owner, for itself and its guests, tenants or invitees, hereby releases Developer, the Association and the Association from any liability in connection therewith.

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

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HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILD LIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER TO DUTY TO PROTECT AGAINST AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

Section 4.5 Wetlands and Jurisdictional Land. This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, or sovereignty lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping or removal of plant life existing on his Lot. Further, in the event berms are constructed within Lots which are contiguous to the Jurisdictional Lands, the Owners thereof shall not remove or modify the berms without the consent of the applicable governmental entities.

Section 4.6 Developer's Rights. Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity, (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way provided that Developer owns the lands affected by such changes. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

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Section 4.7 Indemnity. The Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits or certain agreements with governmental agencies. Upon completion of construction of the Stormwater Management System or drainage system the Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold the Developer harmless therefrom.

ARTICLE V

UTILITIES

Section 5.1 Water System. The central water supply system provided for the service of the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 5.2 Sewage System. The central sewage system serving the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal or roadway.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Annual Assessments. For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance, operation and repair of the Common Property, including, without limitation, the maintenance and operation of the Stormwater Management System, including, but not limited to work within the water retention areas, drainage structures and drainage easements, the management and administration of the Association, and the furnishing of services as set forth in this Declaration. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including any contingencies and reserves, which the Board deems necessary and convenient. The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire

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balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. Reconfigured Lots, for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment.

Section 6.2 Special Assessments. In addition to the Annual Assessments, the Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding two thirds of the votes in the Association, other than Developer, voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a quorum of each class of membership is present.

Section 6.3 Emergency Assessments. The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 6.4 Lot Assessments. In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

Section 6.5 Commencement of Annual Assessments.

(a) **Date of Commencement.** The Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner who intends to dwell in the Residence, other than Developer or a builder constructing the Initial Improvements thereon. The initial Annual Assessment on any Lot subject to Assessment shall be collected at the time title to such Lot is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual or Special Assessment charged to each Lot prorated to the day of closing on a per diem basis.

(b) **Capital Contribution.** In addition, at the closing and transfer of title of each Lot to the first Owner other than Developer or a builder constructing the Initial Improvements thereon, such Owner shall contribute working capital to the Association in the amount of Seventy-Five and No/100 Dollars (\$75.00). These contributions to the Association shall be used

for the purpose of initial and nonrecurring capital expenses of the Association and to provide initial working capital for the Association. Such contribution shall not be considered as a prepayment of Annual Assessments.

Section 6.6 Nonpayment of Assessments and Remedies.

(a) Creation of Lien. All Assessments shall, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), shall be a charge and continuing lien upon each Lot subject to this Declaration. The lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

(b) Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied and of each subsequent Owner thereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment established or described in this Article. Each Owner, by his acceptance of title to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot or waiver of the use of the Common Property.

(c) Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

(d) Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay such Assessment Charge or may foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines and to suspend the voting rights and the right to the use of the Common Property (other than the right to use any roads for ingress and egress to the Lot) by an Owner for any period during which any Assessment against his Lot that is more than thirty (30) days past due remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the other provision of its rules and regulations or of this Declaration.

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(e) Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge was first recorded against the Lot, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot shall not affect the Assessment Charge; however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or deed in lieu of foreclosure shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of the provisions of this Declaration, unless otherwise expressly provided to the contrary in such Mortgage.

Section 6.7 Certificate of Payment. The Treasurer of the Association or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid a reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company as applicable.

Section 6.8 Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(b) Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Developer.

(c) Preparation and Approval of Annual Budget. Commencing December 1 of the year in which a Lot is first conveyed to an Owner other than the Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out the responsibilities and obligations of the Association, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments

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shall be determined by dividing the amount of the Budget by the number of Lots subject to the Declaration.

(d) Reserves. The Association may, in its discretion, maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which shall be collected as part of the Annual Assessment as provided above. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Members of the Association holding the majority of the votes. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment in accordance with the provisions of this Article, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Annual Assessment, as herein provided whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Annual Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

Section 6.9 Exempt Property. The following Property subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all Property dedicated to and accepted by a governmental body, agency or authority; and (b) all Common Property. The Lots owned by Developer or any builder constructing the Initial Improvements thereon (including, without limitation, any Lot used or leased by Developer or a builder for a model home, construction, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget which deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Lots other than Developer. Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at such time as Developer

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elects to pay the Assessment for each Lot owned by it, or at Turnover, whichever shall first occur. Until Turnover, Developer may, but is not obligated to, waive the collections of assessments from persons owning lots for the purpose of constructing Residences.

Section 6.10 Real Estate Taxes. In the event the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.1 Purpose. Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Developer owns any Lot upon which a Residence has not been constructed, Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB with respect to the Property shall only be in effect for a Lot after the Residence has been constructed on such Lot.

Section 7.2 Construction Subject to Architectural Control.

(a) ARB Approval. Except for the Initial Improvements, no construction, modification, alteration or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot unless and until a plan of such construction, modification, alteration or improvement shall have been approved in writing by the ARB. Developer shall evaluate all plans and specifications for Initial Improvements submitted to it for conformance with the provisions of this Declaration. No Initial Improvements shall be commenced, erected, placed or maintained upon any Lot unless and until the same have been submitted to and approved in writing by the Developer.

(b) Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the ARB, or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence (including doors, windows and roof), installation of antennae, satellite dishes or receivers, solar panels or other devices, construction of docks, fountains, swimming pools, whirlpools, or other

pools, construction of privacy walls or other fences, addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation patterned or brightly colored window coverings, any alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants and creation or alteration of lakes or similar features of the Property and all other modifications, alterations or improvements visible from any road or other Lots, all of the foregoing (excluding the Initial Improvements) being jointly referred to herein as "Proposed Improvements".

Section 7.3 Procedures.

(a) Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ARB, or to Developer as to the Initial Improvements. The ARB or Developer, as applicable, shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. Any requests shall be deemed approved if the ARB or Developer, as applicable, fails to issue a written approval or disapproval with thirty (30) days of their proper submission. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB or Developer may deem appropriate.

(b) Basis for Decision. Approval shall be granted or denied by the ARB, or Developer based upon compliance with the provisions of this Declaration, and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surrounding, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time including purely aesthetic considerations, which, in the sole opinion of the ARB or Developer, will affect the desirability or suitability of the construction.

In connection with its approval or disapproval of an application, the ARB or Developer shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB or Developer, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB or Developer to approve applications involving similar designs for different Lots. In addition, the Developer and the ARB shall have the right to modify or waive the requirements as more fully set forth in subparagraph (f).

(c) Uniform Procedures. The ARB may establish uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit, the time and place of meetings, compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by

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the ARB. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article have been accepted and approved by the ARB. Developer may establish separate guidelines for the submission of the plans and specifications for the Initial Improvements.

(d) **Notification.** Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in the acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been approved. No construction (other than Initial Improvements) on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications.

(e) **Landscaping.** A detailed landscaping plan for each Lot must be submitted to and approved by Developer at the time of Initial Improvements of a Residence on each Lot. All landscaping plans shall be submitted to Developer for approval. All plant material shall be of Florida Grade Number One or better. Sodding with St. Augustine or Bermuda grass varieties only will be required on all Lots. The front of all Lots shall be sodded to the paved roadway or water's edge where such Lot abuts a roadway or water body. All Owner Lots shall be fully sodded to the paving on the streets on each side.

Subsequent to approval by Developer of the landscaping plans submitted pursuant to hereto, the Owner shall be obligated to complete the landscaping of the Lot in accordance with such plans. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter upon the Lot and complete the landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Section 3.4 of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred and twenty percent (120%) of the cost to complete the landscaping which shall be collected as provided in Section 6.4 hereof.

(f) **Variance.** The ARB and Developer, as applicable, may authorize variance from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental consideration require the same. Such a variance shall be evidenced by a document signed by at least a majority of the members of the ARB for a Proposed Improvement or by Developer for Initial Improvements, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to

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the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances, and set back lines or requirements imposed by any governmental or municipal authority.

(g) Enforcement. The Board of Directors and Developer shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB.

Section 7.4 Architectural Guidelines. The ARB or Developer, as applicable, shall consider the following provisions in connection with their review, together with any architectural guidelines issued by the ARB or Developer from time to time. Specific references to the ARB or Developer in these provisions shall not be construed as a limitation on the general review power of the ARB and Developer as set forth in this Article.

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height, and shall have a private enclosed garage for not less than two (2) nor more than four (4) cars. All Residences must have brick or stucco accents on the front facade and no T-111 siding shall be permitted on the front facade.

(b) Roofs. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Minimum pitch of roof will be 5:12. Roofing and shingle material of Initial Improvements shall be approved by Developer as to color and material. Any re-roofing or re-shingling of the Residence other than with the same materials and same color shall be approved by the ARB.

(c) Garages. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage, or two (2) sixteen foot doors for a four car garage, or two (2), three (3), or four (4) individual doors, each a minimum of ten (10) feet in width (or eight (8) feet with a two foot separation), and a service door. No carports will be permitted unless approved by the ARB or Developer, as applicable.

(d) Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

(e) Fences. The use of fences, walls and other forms of visual screens throughout the Property shall be subject to prior ARB or Developer approval, as applicable, and shall be limited to those portions of the Lots closely surrounding the Residences, so as not to unnecessarily or unduly restrict the view of others.

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- (f) Ancillary Structures. Unless approved by the ARB or Developer as to use, location and architectural design, no garage, tool, guest quarters or storage buildings can be constructed separate and apart from the Residence nor can any such structures be constructed prior to construction of the main Residence. Any such permitted ancillary structures such as detached garages, guest quarters or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same set back lines, approvals of the ARB and other restrictions applicable to the Residence itself.
- (g) Minimum Residence Area. Each Residence constructed upon the Property must contain at least One Thousand Five Hundred (1500') square feet of heated and air conditioned floor area.
- (h) Lot Coverage. The total ground area to be occupied by a Residence to be constructed within the Property shall not exceed thirty-five percent (35%) of the ground area of the Lot or Reconfigured Lot upon which a Residence is located.
- (i) Setbacks. No Residence shall be erected within twenty feet (20') of any front Lot line, within five feet (5') of any side Lot line or side Reconfigured Lot line, within ten feet (10') of any rear Lot line, or within any easement area shown on the plat of the Subdivision or reserved in this Declaration. Provided, that as hereinafter set forth, such requirements may be waived by Developer with respect to Initial Improvements or by the ARB with respect to any other Proposed Improvement. All setbacks shall be measured from the exterior wall of the Residence to the applicable boundary. Except as may be required by Developer or the ARB, the rear setback shall not apply to pools, pool decks, gazebos, dock and other similar structures.
- (j) Antennae and Other Devices. Unless prior written approval has been obtained from the Developer or the ARB, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna or aerial, solar panel or other solar collector, windmill or any similar exterior structure or apparatus may be erected or maintained anywhere within the Property. In considering whether to approve such devices, the ARB shall consider the size of the device and whether it is visible from other Lots or the road.
- (k) Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by Developer or the ARB, as applicable.
- (l) Lighting. No external lighting shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.
- (m) Games and Play Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots with the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences. No platform, doghouse, tennis court, playhouse, play

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fort shall be constructed on any part of the a Lot located in front or the rear setback line of the Residence, and any such structure shall have prior approval of Developer, and the ARB, as applicable.

(n) Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the connecting points to the Residence in such a manner as to be acceptable to the governing utility authority.

(o) Window Coverings. Reflective window coverings and heat mats are expressly prohibited, and only neutral, solid colored window coverings shall be permitted on any Residence. The ARB or Developer, as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property.

(p) Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ARB or Developer, as applicable, as to style and location. The Developer or ARB may elect to require group mailboxes.

(q) Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property.

(r) Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

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

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7.6 Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots.

7.7 No Liability. Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

ARTICLE VIII

USE OF PROPERTY

Section 8.1 Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements of Article VII, the specific references to the Developer or ARB approval set forth in this article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of Article VII.

(a) Lot Resubdivision. No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to reconfigure lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subject to the replat or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

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- (b) Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time-share ownership of Lots is permitted without Developer's approval. Nothing herein shall be deemed to prevent an Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws nor preventing Developer from converting the use of a platted lot to be used as a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences for model homes or sales centers during the development and sale of the Property. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this section by reason thereof.
- (c) Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or to its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction activity on or about the Property during daylight hours shall not be deemed to be a nuisance. If a dispute or question arises as to what may be or become a nuisance, the issue shall be determined by the Board of Directors.
- (d) Insurance. Nothing shall be done or kept in any Residence, Lot or in the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.
- (e) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.
- (f) Pets. No animals, livestock, or poultry shall be raised, bred or kept any where within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof, not exceeding two animals) may be kept by an Owner or occupant of a Lot,

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but only if such permitted pets do not constitute a nuisance on the Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are on the Common Property and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association.

- (g) Signs. No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs shall be erected or displayed upon any Lot, Residence, Common Property or from any window, unless express prior written approval of the size, shape, content, appearance and location has been obtained from the Board of Directors and the ARB, which approval may be arbitrarily withheld, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale or rental of Lots.
- (h) Parking. All vehicles shall be parked and stored within the garages. No boats or recreational vehicles may be stored or parked within the Property. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association.
- (i) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARB and shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots, which are adjacent to streets or otherwise create an obstruction to visibility.
- (j) Clotheslines. No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any road or any other Lot.
- (k) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse.
- (l) Window Air Conditioners. No window air conditioning unit shall be installed in any of the Residences without the prior approval of the ARB.
- (m) Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any

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Lot at any time, except temporary structures maintained for the purpose of construction and marketing of the Lots.

(n) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.

(o) Hazardous Materials. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

(p) Removal of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other improvements on the Lot, or to persons occupying or utilizing the Property.

(q) Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of a Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer as a sales office during the marketing of the Property.

(r) Soliciting. No soliciting will be allowed at any time within the Property.

Section 8.2 Amendments and Modifications. The Board of Directors may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property, and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be available to each Owner.

Section 8.3 Compliance.

(a) Owner's Responsibility. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots and Common Property which may be adopted in writing from time to time by the Board of Directors or the ARB, and to see that all persons using the Owner's Lot(s) do likewise.

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(b) Violation. Upon violation of any of the rules or regulations adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association may levy fines as determined by the Board of Directors. To enforce the rules and regulations and the provisions of this Declaration, the Association may assess fines as hereinafter provided or the Association or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit.

Section 8.4 Personal Services. Employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors of the Association. In the event personal services are provided to Owners by any of the employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor do they warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

ARTICLE IX

INSURANCE

Section 9.1 Types of Coverage.

(a) Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Property and, if additional Common Property with significant insurable improvements are added to the Property, the Board of Directors may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

(i) Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year.

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(b) Insurance of the Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in such amounts and subject to such terms and conditions as the Owner may determine.

(c) Group Insurance. Nothing set forth herein shall prevent the Association, upon majority vote of the Class A Members and the assent of the Class B Member, if any, from obtaining a group or master insurance policy, and if so approved and obtained, the Association shall charge the premium for the individual Lots as a Lot Assessment. All policies of insurance obtained by Owners or the Association which cover the Residences and Lots shall contain (i) waivers of subrogation, (ii) waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by any other Owner, (iii) waivers of invalidity arising from any acts of the insureds, and (iv) provisions that such policies may not be cancelled or substantially modified without ten (10) days prior written notice of all insureds.

(d) Director and Officer Liability Insurance. The Board of Directors may obtain as a matter of common expense, payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

(e) Other Coverage. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

Section 9.2 Repair and Reconstruction After Fire or Other Casualty.

(a) Common Property. In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Developer and the ARB. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements. Nothing

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contained herein shall impose absolute liability for damages to the Common Property on the Owners.

(b) Residences. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII above. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all obligations for maintenance of landscaping on the part of Owner shall remain in effect.

ARTICLE X

ASSOCIATION LIABILITY

Section 10.1 Disclaimer of Liability. Notwithstanding anything contained herein, in Articles or Bylaws, or in any other document governing or binding the Association (collectively referred to herein as "Association Documents"), the provisions hereof shall not be construed to mean that Developer or the Association shall be liable or responsible in any manner, nor 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, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

Section 10.2 Specific Provisions. Without limiting the generality of the foregoing:

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

(b) Neither Developer nor the Association is empowered nor have they have been created to act as an entity which enforces or insures compliance with the laws of the United States of America, State of Florida, County, or any other jurisdiction or prevents tortious or criminal activities.

(c) The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

Section 10.3 Owner Covenant. Each Owner, for himself and his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and every other person or entity having an interest in or a lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof) shall be bound by this Article and shall be deemed

to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date of this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 11.2 Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy five percent (75%) of the votes agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 11.3 Notices. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

Section 11.4 Enforcement. In addition to any enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, Developer (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate same, either to restrain violation or to recover damages, and against his or its Lot to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the Stormwater Management System.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

- (a) The Association shall notify the Owner or occupant of the infraction(s) and the date and time of a meeting which shall be at least fourteen (14) days from the date of notice. The Owner shall meet with a committee appointed by the Board, which is composed of three Owners who are not officers of the Association.
- (b) At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty one (21) days after the date of the meeting.
- (c) If approved by the committee, the Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident. The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by the applicable statute.
- (d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.
- (e) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.
- (f) All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this paragraph does not apply to suspension or fines arising from the failure to pay Assessments.

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The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System.

Section 11.5 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

Section 11.6 Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

Section 11.7 Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by a vote of the Owners or written consent of seventy five percent (75%) of the Lots subject to this Declaration. This section shall not apply, however, to (a) actions brought by the Association to enforce and provisions of this Declaration (including, without limitation, foreclosure of lien), (b) imposition of Assessments as provided herein, (c) proceedings involving challenges, to any taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of this Section, this Section shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings and provided above.

Section 11.8 Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the

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Association, certifying that such amendment has been adopted by Owners holding seventy-five percent (75%) of the votes in the Association, either in person or by proxy at a duly called meeting, or by written consent without meeting in a manner permitted by law by owners holding seventy five percent (75%) of the votes in the Association, which amendment shall become effective upon its filing in the public records of the County; provided, however, that:

(a) As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer.

(b) Until Turnover, any amendments to this Declaration [including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property (except as provided in Section 4.1(a), and the conveyance, mortgaging, or encumbrance of any part of the Common Property] must have prior written approval of the VA or FHA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

(c) Developer specifically reserves the absolute and unconditional right (subject only to VA or FHA approval as set forth above, if required) so long as it owns any of the Property to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of any holder of a Mortgage, (ii) to conform to the requirements of title insurance companies, (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property, (iv) to clarify the provisions hereof, or (v) in such other manner as Developer deems necessary and convenient.

(d) Any amendments to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior approval of the St. Johns River Water Management District.

Section 11.9 Rights of Mortgagees. All Mortgagees shall have the following rights:

(a) During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

(b) Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

(c) To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

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(d) By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

Section 11.10 Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

Section 11.11 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite percentage of all of the votes in the Association. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

COPY

O.R. 1129 PG 0222

Section 11.12 Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed in the presence of:

SOUTHERN GROVE I, LTD., a Florida limited partnership, by its General Partner:

SILVERFIELD DEVELOPMENT COMPANY

Roni Michovitch
Print Name: Roni Michovitch
Helen Breeding
Print Name: Helen Breeding

By: *[Signature]*
Name: Gary D. Silverfield

Title: President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of August, 1995, by Gary D. Silverfield, the President of Silverfield Development Company, a Florida corporation, the general partner of Southern Grove I, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or produced as identification.

Helen Breeding

Print Name: _____

Notary Public, State of Florida
My commission expires
Commission number: _____
HELEN BREEDING
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Feb 23, 1997
Commission No. CC 261469

O.R. 1129 PG 0223

CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage recorded in Official Records Book 1043, page 1055, of the current public records of St. Johns County, Florida ("Mortgage"), and the secured party under that certain UCC-1 Financing Statement recorded in Official Records Book 1043, page 1069, of the current public records of St. Johns County, Florida ("Financing Statement") and hereby consents to the recording of the Declaration of Easements, Covenants, Conditions and Restrictions for Southern Grove and subordinates the lien of its Mortgage and Financing Statement to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 10th day of August, 1995.

Witnesses:
FLORIDA,

Tammy R. Stuart
Print Name: TAMMY R. STUART
Susan K. Kenshaw
Print Name: Susan K. Kenshaw

AMERICAN NATIONAL BANK OF
a national banking association

By: [Signature]
Name: J.P. Citrano, Jr.
Title: AVP
(CORPORATE SEAL)

COPY

STATE OF FLORIDA
COUNTY OF DUAL

The foregoing instrument was acknowledged before me this 10th day of August, 1995, by JAMES P. CITRANO, JR., the ASST. Vice President of American National Bank of Florida, a national banking association, on behalf of the association. He/she is personally known to me or produced _____ as identification.

Print Name: Tammy R. Stuart
Notary Public, State of Florida
My commission expires:
Commission number:

TAMMY R. STUART
Notary Public, State of Florida
My Comm. expires Mar. 22, 1998
Comm. No. CC 358289

JAX-98075.6

O.R. 1129 PG 0224

EXHIBIT "A"

**ARTICLES OF INCORPORATION
OF
SOUTHERN GROVE HOMEOWNERS ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Southern Grove recorded in Official Records Volume _____, page _____, of the public records of St. Johns County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of the corporation is SOUTHERN GROVE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Charles F. Atkerson, Jr.
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at 9471 Baymeadows Road, Suite 403, Jacksonville, Florida 32256; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Lots. For such purposes, the Association shall have and exercise the following authority and powers:

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- (1) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.
- (2) To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, including without limitation, adequate assessments for the cost of maintenance and operation of the Stormwater Management System.
- (3) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.
- (4) To borrow money and, with the assent of seventy-five percent (75%) of the Members, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.
- (5) To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.
- (6) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.
- (7) To make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Property.
- (8) To maintain, repair, replace, operate and manage the Common Property.
- (9) To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property.
- (10) To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.
- (11) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the St. Johns River Water Management System requirements and applicable St. Johns River Water Management District rules and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management permit.

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(12) To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

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

ARTICLE V - MEMBERSHIP

(1) Every person or entity who is record owner of a fee or undivided fee interest in any Lot, including Southern Grove I, Ltd. ("Developer") and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

(2) The transfer of the membership of any Owner shall be established by the recording in the public records of St. Johns County of a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

(3) The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners, with the exception of Developer, while Class B Membership exists, Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members of the Association. The vote for such Lot shall be exercised as they, among

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themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. When an entity (i.e., a corporation, company or partnership) holds an interest in any Lot, such entity must designate, in writing to the Association, the name of the officer or persons who will occupy such Lot and be designated as a voting Member of this Association. Provided however, if an Owner owns a Reconfigured Lot (as such term is defined in the Declaration), for so long as such Reconfigured Lot contains only one single family Residence, the Owner thereof shall have only one vote in Association matters.

(2) Class B. The Class B Member shall be the Developer, who shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- (a) Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to the Class A Members.
- (b) Such earlier date as Developer, in its sole discretion, may determine.

After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors, or others who purchase a lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, the Developer may appoint the minority members of the Board, or at least one director, for so long as the Developer owns at least five percent (5%) of the Lots within the Property. After Turnover, the Developer shall be a Class A Member, with respect to Lots which it owns and shall have all the rights and obligations of the Class A Members, except that it may not cast its votes for the purpose of the acquiring the control of the Association or selecting the majority of the members of the Board.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than seven (7). The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Serena Peterson	9471 Baymeadows Road, Suite 403 Jacksonville, Florida 32256
Charles F. Atkerson, Jr.	9471 Baymeadows Road, Suite 403 Jacksonville, Florida 32256

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Gary Silverfield

2120 Corporate Square Boulevard, Suite 3
Jacksonville, Florida 32216

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect one-third (1/3) of the Directors to be elected by the Class A Members, for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Class A Members, for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Class A Members, for a term of three (3) years (should the membership of the Board not be divisible by three, then the classes of directors should be made as nearly equal as possible); at each annual meeting thereafter, the Members shall elect the Directors to be elected by the Class A Members, for terms of three (3) years. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B Member shall appoint and replace such persons at its sole discretion. Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members in accordance with the provisions of 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 as created, or for the general welfare of the residents of the county in which the Property is located. 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. In addition, prior to the conveyance of any portion of the Stormwater Management System, or the transfer of any maintenance obligations pertaining to the Stormwater Management System, such assignee must be an entity which would comply with Section 40C-42.027, Florida Administrative Code, and the approval of the St. Johns River Water Management District must be obtained.

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ARTICLE X - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

<u>Name and Title</u>	<u>Address</u>
Serena Peterson, President	9471 Baymeadows Road, Suite 403 Jacksonville, Florida 32256
Gary Silverfield, Vice President	2120 Corporate Square Boulevard, Suite 3 Jacksonville, Florida 32216
Charles F. Atkerson, Jr. Secretary/ Treasurer	9471 Baymeadows Road, Suite 403 Jacksonville, Florida 32256

ARTICLE XI- BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII - AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the assent of persons holding seventy-five percent (75%) of the votes and provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these articles which affect the rights of the St. Johns River Water Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be

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limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - FHA/VA PROVISIONS

For so long as the Class B Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Property, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Lot within the Property.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Charles F. Atkerson, Jr.
9471 Baymeadows Road, Suite 403
Jacksonville, Florida 32256

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned have executed these Articles of Incorporation this 7th day of August, 1995.

Signed, sealed and delivered
in the presence of:

Roni Mihovitch
Print name: Roni Mihovitch

Helen Breeding
Print name: Helen Breeding

Charles F. Atkerson, Jr.
Charles F. Atkerson, Jr.

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STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 7th day of August, 1995, by Charles F. Atkerson, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Helen Breeding

Notary Public, State of Florida HELEN BREEDING
Print Name: _____ NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: My Commission Expires Feb 23 1997
Commission Number: _____ Commission No. CC 26146

[SEAL]

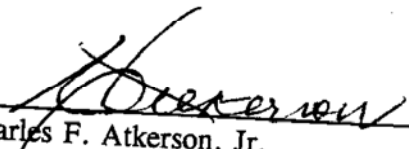
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**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

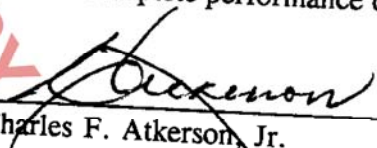
In compliance with Section 48.091, Florida Statutes, the following is submitted:

Southern Grove Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named Charles F. Atkerson, Jr. whose address is 9471 Baymeadows Road, Suite 403, Jacksonville, Florida 32256, as its agent to accept service of process within Florida.



Charles F. Atkerson, Jr.
Secretary
Date: 8/7/95

Having been named to accept service of process for the above stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Charles F. Atkerson, Jr.
Date: 8/7/95

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EXHIBIT "B"

**BYLAWS
OF
SOUTHERN GROVE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I - NAME AND LOCATION

The name of the corporation is SOUTHERN GROVE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 9471 Baymeadows Road, Suite 403, Jacksonville, Florida 32256, but meetings of Members and directors may be held at such places within St. Johns or Duval County, Florida, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Southern Grove recorded in Official Records Volume _____, page _____, of the public records of St. Johns County, Florida, as such may be modified and supplemented from time to time ("Declaration").

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The regular meetings of the Members shall be held on a designated day of _____ of each year hereafter, at the hour designated by the Board of Directors in the notice provided hereinbelow.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section 3. Notice of Meeting.

(a) Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Lot, or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association for the purpose of notice, at least fifteen (15) days but no more than ninety (90) days before such meeting, to each Member entitled to vote thereat. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice shall be addressed to the Member's address last appearing in the books of the Association for the purpose of notice or to the last address supplied by the Member to the Association.

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(b) Any Member may waive such notice by a writing signed by such Member, and such waiver, when filed in the records of the Association before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 4. Voting. Members shall be entitled to such votes as are more fully set forth in the Articles. Decisions that require a vote of the members must be made by the concurrence of Members holding at least a majority of the votes present in person or by Proxy, represented at a meeting at which a quorum has been attained.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote thirty (30%) percent of the votes of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy shall be placed in the minute book.

Section 8. Order of Business. The order of business at the annual meeting of Members shall be as follows:

- a. Call to order
- b. Calling of the roll and certifying proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of unapproved minutes

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- e. Election or appointment of inspectors of election
- f. Nomination and election of Board of Directors
- g. Reports
- h. Unfinished business
- i. Adjournment.

Section 9. Adjournment. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before adjournment is taken or notice must be given of the new time, date or place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting maybe transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall be managed by a Board of Directors of not less than three (3) but not more than seven (7) Directors, who shall be Members of the Association; provided, however, that until the Class B Membership has terminated the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

Section 2. Method of Nomination. Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until Turnover. After Turnover, the persons to be elected by the Class A Members shall be made by a nominating committee or from the floor by Members at the annual meeting.

Section 3. Election. After Turnover, the Members may cast one vote for each Lot or Reconfigured Lot owned in respect to each vacancy. The Election shall be by secret written ballot. Cumulative voting is not permitted. The election of Directors shall take place at the annual meeting and Members may vote in person at a meeting or by ballot that the Member personally casts prior to such meeting. Those persons receiving the largest number of votes shall be elected. At the first annual meeting after Turnover, the Class A Members shall elect one third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board not be divisible by three, then the classes of Directors shall be made as nearly equal as possible). Thereafter, all Directors to be elected

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by the Class A Members shall be elected for a three (3) year term, it being the intent that the terms of the Directors to be elected by the Class A Members should be staggered. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B Member shall appoint and replace such person at its sole discretion.

Section 4. Resignation and Removal. A Director may resign at any time by delivery of a written notice to the Board of Directors, its chairman or secretary. The unexcused absence of a Director from three consecutive regular meetings of the Board shall be deemed a resignation. Any Director elected by the Class A Members may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. No director appointed by the Class B Member shall be removed except by the Class B Member. A resignation is effective when notice is delivered, unless notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors, in accordance with these Bylaws, any Member may apply to the Circuit Court of St. Johns County, Florida, for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association by certified or registered mail and post in a conspicuous place on the Common Property a notice describing the intended action, giving the Association the opportunity for thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted board of directors and shall serve until the Association fills a sufficient number of the vacancies so that a quorum can be assembled.

ARTICLE V - MEETING OF DIRECTORS

Section 1. Organizational Meeting. The newly elected Board shall meet for the purposes

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of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board, and shall be open to all Members. Except that meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege may be closed to Members.

Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Board meetings shall be mailed or delivered to each Member at least seven (7) days in advance, except in an emergency. Notice of any meeting in which Assessments against Lots are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Members is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects, at the beginning of the meeting or promptly upon his arrival, to the holding of the meeting or transacting of specified affairs at the meeting, or unless he or she votes against or abstains from the action taken.

Section 5. Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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(a) Adopt and publish rules and regulations including fees, if any, governing the use of the Common Property and the personal conduct of the Members and their guests thereon.

(b) Suspend the right of an Owner to use the Common Property during any period in which the Owner shall be in default for more than thirty (30) days after notice of the payment of any Assessment is levied by the Association. Such rights may also be suspended from Members, after notice and hearing, for a period not to exceed sixty (60) days for infraction of the Declaration, Articles and Bylaws.

(c) Appoint such committees as prescribed herein and such other committees as the Board of Directors may, from time to time, deem necessary or appropriate.

(d) Enforce and administer all of the provisions of the Declaration and the rules and regulations.

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

(a) Cause to be kept a complete record of all its corporate affairs, including minutes of all meetings, make such records available for inspection by any Member or his agent, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board must be maintained in a written form or in another form that can be converted into written form in a reasonable time. A vote or abstention from voting on each matter for each Director present at a Board meeting must be recorded in the minutes.

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

(c) Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or by its authorized agent.

(d) Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause such persons to be bonded as the Board of Directors deems appropriate in its sole discretion.

(e) Prepare the proposed annual budget, submit the same to the Membership for comments, and approve the annual budget.

(f) Fix General Assessments, Special Assessments, and Lot Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

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- (g) Annually adopt the budget and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid ten (10) days after they become due.
- (h) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.
- (i) Cause the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date to be foreclosed, or cause an action at law to be brought against the Owner personally obligated to pay the same.
- (j) Cause the Common Property, including without limitation the Stormwater Management System to be maintained in accordance with the Declaration.
- (k) Procure and maintain adequate liability and hazard insurance on the Common Property as required by the Declaration, and such other insurance as the Board of Directors deems necessary or as may be required or permitted by the Declaration.
- (l) Enter into mortgage agreements and obtain capital debt financing, subject to the provisions of the Declaration and Articles.
- (m) Retain minutes of all meetings of Members and of the Board of Directors in a businesslike manner, which shall be available for inspection by Members or their authorized representatives and Board members, at reasonable times and for a proper purpose; which records shall be retained for at least seven (7) years.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of President and Secretary may not be held by the same person.

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

- (a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.
- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; maintain the minute book; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

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ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

ARTICLE IX - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE X - BUDGETS AND ASSESSMENTS

Section 1. Budgets. The Board shall prepare or cause to be prepared an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for any recreational amenities. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available to the Members upon request at no charge.

Section 2. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or abandonment of his Lot.

Section 3. Financial Reports. The Association shall prepare an annual financial report within sixty (60) days after the close of each fiscal year. The financial report shall comply with the applicable provisions of Florida Law.

ARTICLE XI - NOTICE OF TRANSFER

Prior to conveyance of any Lot to an Owner, such Owner shall provide to the Association written notice of the party to whom the Lot is to be conveyed together with an address for such new Owner for Association records.

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ARTICLE XII - ASSOCIATION RECORDS

In accordance with the requirement of Section 617.303(4), the Official Records of the Association shall consist of:

Section 1. General Records.

- (a) A copy of any plans, permits, warranties, and other items related to the improvements constructed on the Common Property or other property which the Association is obligated to maintain, repair, or replace.
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- (c) A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
- (d) A copy of the Declaration and each amendment thereto.
- (e) A copy of the current rules of the Association.
- (f) A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.
- (g) A current roster of all Members and their mailing addresses, Lot identifications, and, if known, telephone numbers.
- (h) All current insurance policies of the Association, or a copy thereof.
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- (j) A copy of all bids received by the Association for work to be performed, which must be retained for one (1) year.

Section 2. Financial Records. Accounting records for the Association and separate accounting records for each Lot, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The financial records shall include, but are not limited to:

- (a) Accurate, itemized, and detailed records of all receipts and expenditures.

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(b) A current and a periodic statement of the account for each Member of the Association, designating the name and address of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(c) All tax returns, financial statements, and financial reports of the Association.

(d)¹ Any other records that identify, measure, record or communicate financial information.

Section 3. Inspection and Copying of Records. The foregoing official records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

ARTICLE XIII - AMENDMENT

Section 1. Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class B Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book and need not be recorded in the public records of the County.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE XIV - SEAL

Section 1. Seal. The seal of the Association is hereby adopted in the form affixed hereto including the name of the Association, the words "Corporation Not For Profit" and the year of incorporation.

These Bylaws have been adopted in accordance with the provisions of Chapter 617, Florida Statutes, as amended in 1995. To the extent that the provisions of that Chapter are amended or modified in a manner which is inconsistent herewith or which expands or clarifies any provisions hereof, the amendments or modifications of Chapter 617 shall prevail.

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The foregoing Bylaws of Southern Grove Homeowners Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors on the 7th day of August, 1995.

[Signature]
Secretary
[Signature]
President

COPY

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