

THIS INSTRUMENT PREPARED BY
AND RECORD & RETURN TO:
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COVENANTS AND RESTRICTIONS
OF

SAVANNAH GLEN

WHEREAS, **SAVANNAH GLEN, INC.**, a Florida corporation ("Developer") is the owner of certain real property in Clay County, Florida, more particularly described in Exhibit "A" hereto and in that Plat of Savannah Glen Unit One recorded in Plat Book 31, pages 68 through 71, and that Plat of Savannah Glen Unit Two recorded in Plat Book 31, pages 72 through 77, all of the public records of Clay County, Florida (herein, collectively the "Plat"); and

WHEREAS, the Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat will be used solely for residential purposes and is therefore desirous of placing certain covenants and restrictions upon the use of all of the land described in the Plat for the mutual benefit of all the owners of lots located therein, and is desirous that these Covenants and Restrictions shall run with the title to the land hereby restricted;

NOW THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the land described in the Plat (hereinafter sometimes referred to as the "Land"), and the Developer hereby places upon the Land the following covenants and restrictions, to run with the title to the Land, and the grantee of any deed conveying any lot or lots contained within the Plat or any parts or portions thereof is deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe,

comply with and be bound by all such Covenants and Restrictions as follows:

1. **DEFINITIONS.**

(a) **ARB.** "ARB" is an abbreviation intended to refer to the Architectural Review Board. The ARB is a standing committee of the Association charged under these Covenants with certain responsibilities regarding the improvements located or to be located on the Lots.

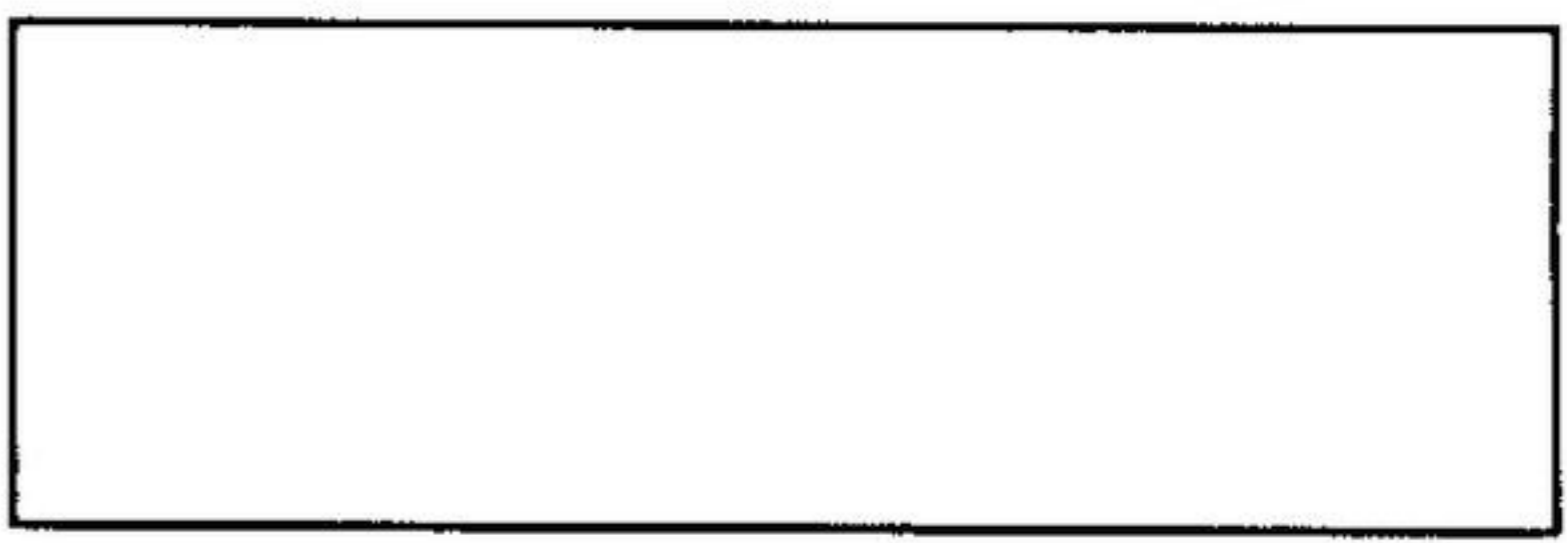
(b) **Articles.** "Articles" means and refers to the Articles of Incorporation of the Association.

(c) **Association.** "Association" means and refers to Savannah Glen Homeowners' Association, Inc., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(d) **Board of Directors.** "Board of Directors" means and refers to the Association's Board of Directors.

(e) **Builder.** "Builder" means and refers to any person or construction company engaged in the business of constructing single family residential dwellings in Savannah Glen Units One and Two, or such additional real property as may be annexed to these Covenants and Restrictions.

(f) **Common Areas.** Common Areas mean and refer to landscape and Signage Easement areas lying within Lots 1 and 41, of Savannah Glen Unit One, and parcels identified as Tracts A and B, and Lots 1 and 61 of Savannah Glen Unit Two, as shown on the plats thereof, and entryway signs, fencing, landscaping and facilities located or to be located thereon; swales, drainage facilities, easements and drainage control structures located either within the Plat or outside of the Plat and comprising or located on all or any part of the Surface or Stormwater Management System; and such other real



property as may hereafter be conveyed to and accepted by the Association for the mutual welfare or benefit of the Owners. Common Areas may not be mortgaged or conveyed without the consent of at least two-thirds (2/3rds) of the Owners, excluding Developer.

(g) Developer. "Developer" means and refers to SAVANNAH GLEN, INC., a Florida corporation, and its successors and assigns.

(h) Lake. "Lake" means and refers to that area described as Tract A of Savannah Glen Unit Two.

(i) Land. "Land" means and refers to the real property described on the Plat and such additional real property that may hereafter be annexed to these Covenants and Restrictions, and brought within the jurisdiction of the Association.

(j) Lot. "Lot" means and refers to any lot shown upon the Plat, and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions, and be brought within the jurisdiction of the Association. "Lot" does not include or refer to any portion of the Land designated on the Plat for the general recreation and enjoyment of Owners.

(k) Occupant. "Occupant" means and refers to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(l) Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(m) Plat. "Plat" means and refers to the Plat of Savannah Glen Unit One, according to plat thereof recorded in Plat Book 31, pages 68 through 71 ("Unit One"), and the Plat of Savannah Glen Unit

Two, according to plat thereof recorded in Plat Book 31, pages 72 through 77 ("Unit Two"), of the public records of Clay County, Florida, and any future recorded plat of the Land.

(n) Primary Residence. "Primary Residence" means and refers to the single family residence constructed or to be constructed on a Lot.

(o) Surface or Stormwater Management System. "Surface or Stormwater Management System" has the meaning described in paragraph 25 below and refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular shall include the plural and visa versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation". These Covenants and Restrictions shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Land by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

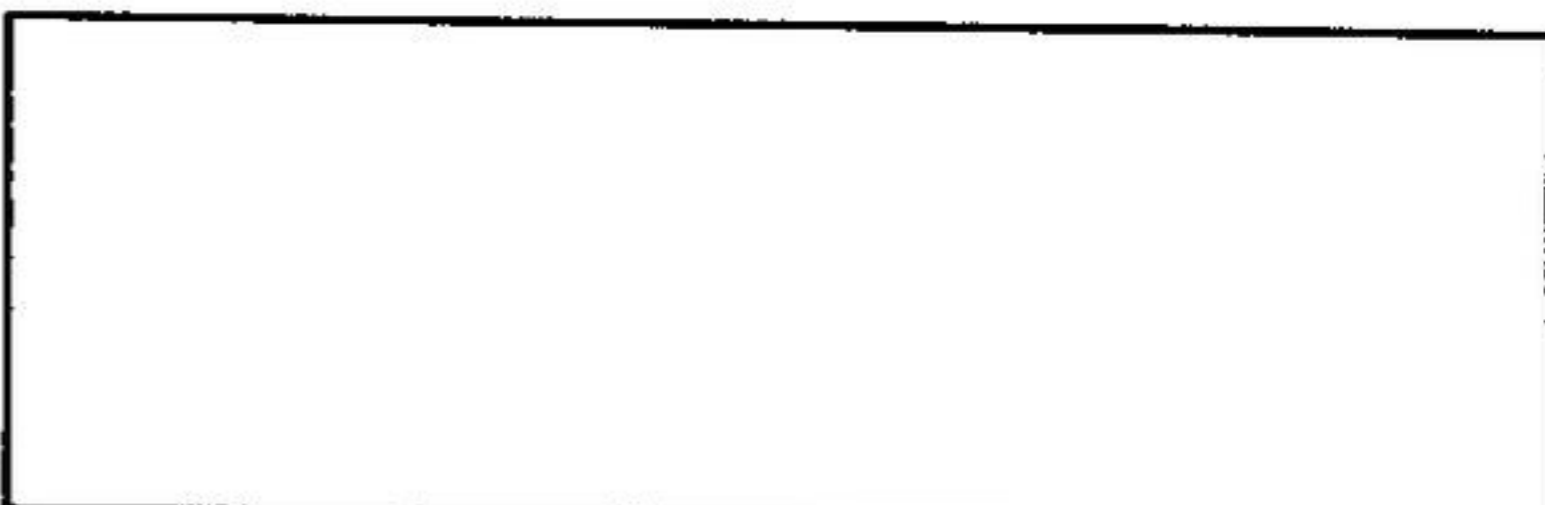
2. SINGLE FAMILY RESIDENCE ONLY; TWO STORY LIMIT. Each Lot shall be used for the purpose of constructing a Primary Residence thereon and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 6 below. Without approval of the ARB (as

defined in paragraph 11 below), the height of the Primary Residence or any such out building shall not be more than two (2) full stories above the normal surface of the ground. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements in which event Developer may abate, remove or revise the restrictions herein as Developer shall, in its sole discretion, deem proper.

3. **HOMEOWNERS' ASSOCIATION.** The Developer has formed the Association. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in its Articles of Incorporation and shall operate and conduct its business in accordance with its Articles and Bylaws (copies of which are attached hereto as **Exhibit "C"** and **Exhibit "D"**, respectively) as the same now exist or are hereafter modified, provided, however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or Bylaws of the Association:

Class A Membership: Each Owner (except Developer) is a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Developer is the sole Class B member of the Association and is allocated ten (10) votes for each Lot owned by it. Class B membership shall cease on the earlier of: (a) September 15, 2002, OR (b) when Developer no longer owns any Lot, OR (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing



of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed to Owners, or as otherwise provided in the By-laws. A vote is sometimes herein referred to as a "voting interest".

Notwithstanding the foregoing:

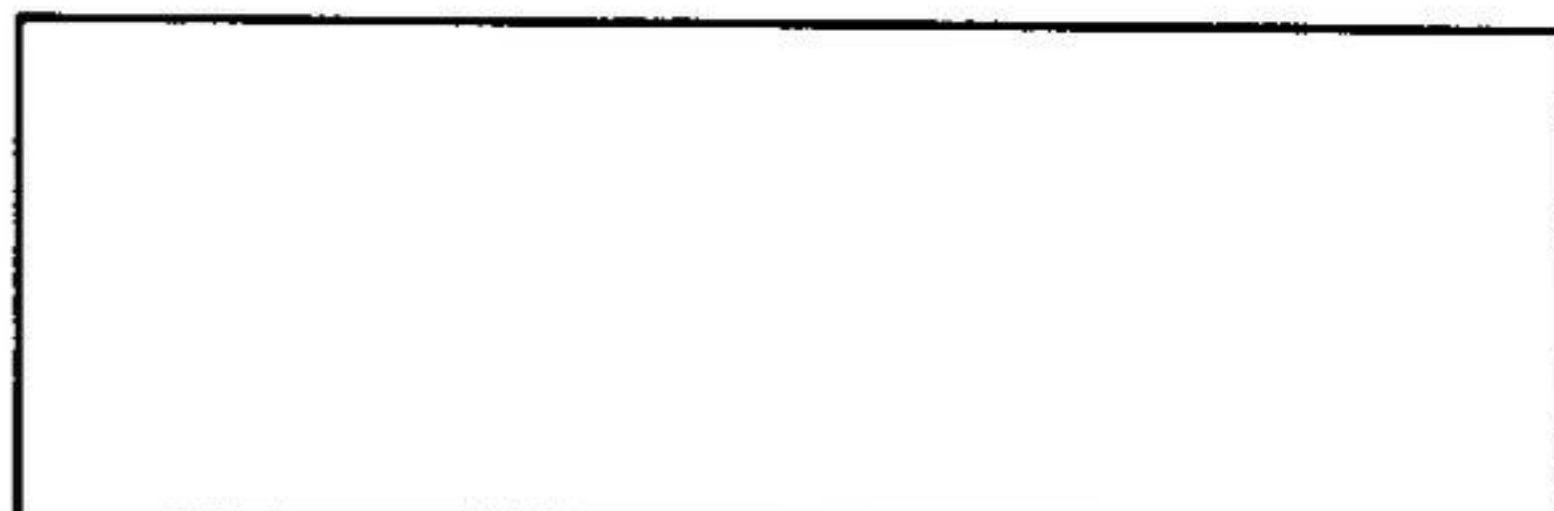
(a) Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(i) Three (3) months after ninety percent (90.0%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners; or

(ii) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots.

(iii) For purposes of this section, the term "Owners" includes builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

(b) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5.0%) of the Lots in all phases of the community. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

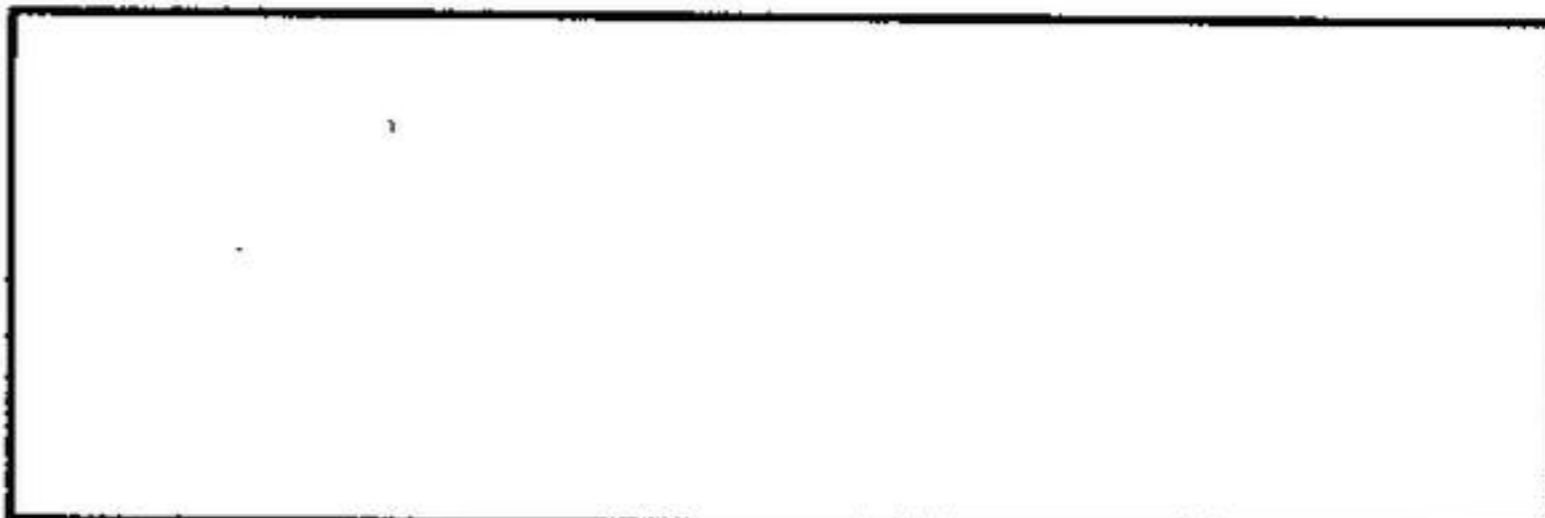


The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Owners. The Association shall oversee, administer, support, refurbish and maintain the Common Areas. The Common Areas may not be encumbered or conveyed in whole or in part without the prior written consent of at least two-thirds (2/3rds) of the Class A members.

Membership in the Association is appurtenant to and inseparable from ownership of a Lot. In the event the Association is dissolved, its assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

4. COVENANT FOR MAINTENANCE ASSESSMENTS. The Developer hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a charge on the land and are a continuing lien upon the Lot against which each such assessment is made from the date of filing of the claim of lien described below. Each such assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the person who was the Owner at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvements and maintenance of the Common Areas. Without limiting the generality of the foregoing,



the Association has determined that it is in the best interests of the Association to install and maintain on Tract B of Unit Two playground equipment for the enjoyment of the Owners, which playground equipment may be altered and replaced from time to time as the Association deems proper.

The Association has determined that it is also in the best interests of the Association and the Owners that the Association undertake to maintain the unpaved areas lying within the right of way of Cheswick Oak Avenue in an area bounded on the north by the easterly extension of the northerly border of Savannah Glen Unit One, and on the south by the easterly extension of the southernmost border of Savannah Glen Unit One. It was likewise determined that that area lying south of the southernmost border of Savannah Glen Unit One and north of the easterly extension of the southernmost border of Savannah Glen Unit Two and extending east for a distance of one hundred feet (100') from the easterly border of Savannah Glen Unit Two should also be subject to the obligation of the Association to maintain; provided, however, that such area east of Savannah Glen Unit Two may be reduced in the event that area is later dedicated as a public right of way, in which event, the Association's right of maintenance shall reduce the unpaved portions of that area within the public right of way.

The Association has found that, notwithstanding that the above described area is not a Common Area and that the Association claims no rights in or to that area, the recreation, health, safety and welfare of the Owners is promoted and enhanced by undertaking such maintenance and, therefore, now joins the Developer in declaring that the Association will landscape, mow, trim and maintain the subject area in a neat and orderly condition and the dues of the Association may be utilized for such purposes, subject always to

the rights of appropriate public authority within the above described area.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$125.00 per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without the affirmative vote of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is thirty percent (30.0%) of the total voting interests.

The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall have the assent of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is thirty percent (30.0%) of the total voting interests.

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast thirty percent (30.0%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice require-

ment, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Mortgagees are not required to collect assessments.

The annual assessments provided for herein shall commence as to all Lots on June 1, 1998. No Lot shall be subject to any assessment until a Primary Residence has been constructed thereon, if: (a) the Lot is owned by a mortgagee who acquired title by foreclosure or deed in lieu thereof, OR (b) an Owner who is a Builder has purchased the Lot in the ordinary course of business and has owned the Lot for less than one (1) year. This excuse from assessments shall terminate as of December 31, 2002. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Any assessment not paid within thirty (30) days after its due date shall be subject to the imposition of a late charge in the amount of Fifty and No/100 Dollars (\$50.00) and bear interest from the due date at the rate of eighteen percent (18.0%) per annum. The Association may bring an action at law against the Owner

personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its Lot. A claim of lien shall be filed in the public records of Clay County and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's rolls for Clay County, Florida.

The lien for the assessments provided for in this Declaration is subordinate to the lien of any first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot does not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any later assessments.

Nothing contained in this Declaration shall be construed to make the failure to pay assessments a default under any mortgage, nor shall any mortgagee be required to collect assessments.

The St. Johns River Water Management District has 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 surface water or stormwater management system.

5. **MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.** The Developer and the ARB each have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location thereof will, in the sole judgment and opinion of the ARB, obstruct the vision of the motorist upon any street.

6. **MINIMUM SQUARE FOOTAGE AND OTHER REQUIREMENTS FOR ANY PRIMARY RESIDENCE.** No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed: (1) for Unit One, 1,350 square feet; (2) for Unit Two, 1,200 square feet.

The ARB may make such greater or lesser square footage requirements as it may hereafter deem proper, provided such increase or decrease in area does not exceed ten percent (10.0%) of the above limits.

7. **OTHER STRUCTURES.** Subject to the restrictions contained in paragraph 11 below, the following buildings, structures and objects may be erected and maintained on a Lot only if located wholly within the rear yard of the Primary Residence: yards and houses for pets; above ground storage of ARB's approved construction materials; wood, coal, oil and other fuels; workshops; servant's quarters; garbage and trash cans; detached garages; hothouses; greenhouses; permanent storage sheds; bath houses; children's playhouse; outdoor barbecue pits; swimming pools or improvements in connection therewith. Each such object shall be constructed of ARB's approved construction materials and shall be

walled, fenced or sufficiently landscaped, with heights and design and in such a manner that they are obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by appropriate municipal code or zoning ordinance.

8. **SET BACK FOR ALL STRUCTURES.** No building shall be located on any Lot nearer than twenty (20) feet to the front lot line in Unit One or Unit Two (provided, however, that as to lots within Unit Two, the ARB may, at its discretion, reduce the said limitation to fifteen feet (15'), nor nearer than five feet (5') to any side lot line, nor nearer than ten (10) feet to the rear lot line.. Distance between adjacent dwellings shall not be less than ten (10) feet.

9. **RESUBDIVIDING OR PLATTING.** Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements.

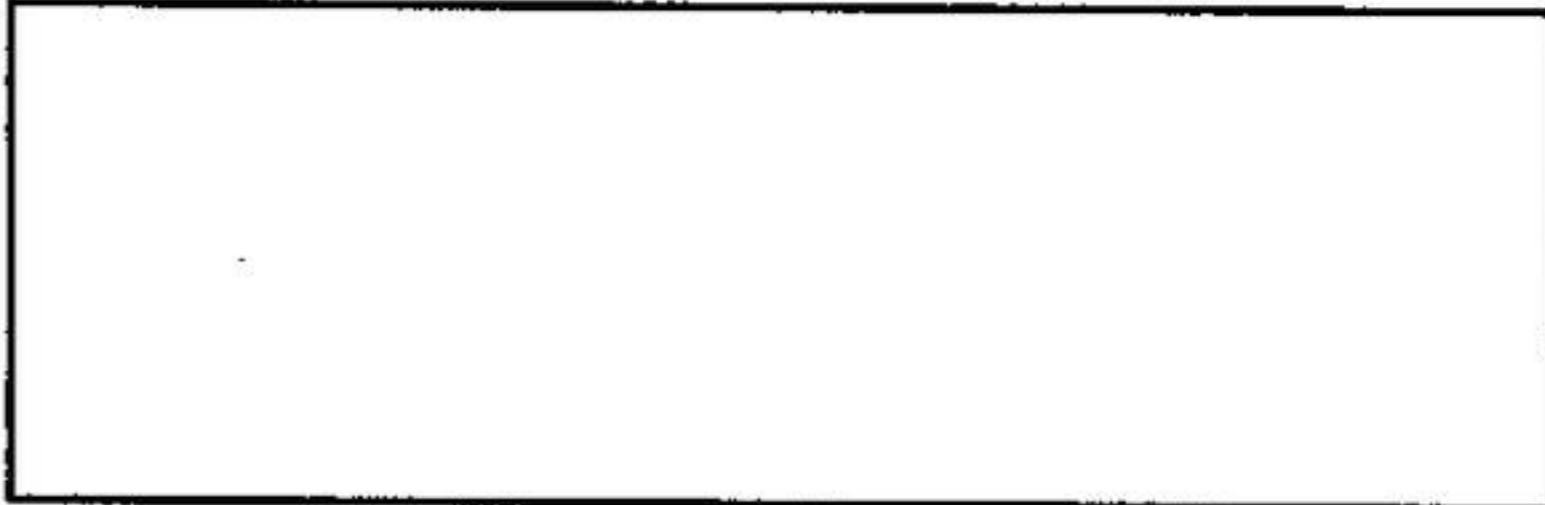
10. **FENCES AND HEDGES.** Fences or walls may not be built or maintained on any portion of any Lot except on the rear or side lot line and no closer to the front of the Lot than the front of the Primary Residence. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color or design shall have been first approved by the ARB.

Subject to the provisions of paragraph 11 below, fencing is prohibited and no fence may be constructed without the express prior written consent of the ARB as to any Lot abutting the Lake on the rear boundary of that Lot. Fences otherwise in compliance with these covenants may be installed at the rear of the Residence on any Lot abutting the Lake, provided they do not exceed four feet

(4') in height, and provided further, that in the event fences in the front or side of any such Lot are six feet (6') in height, they may "transition" to the 4-foot height limitation over no more than sixteen (16) lineal feet at the immediate rear of the Residence.

In the event of the violation of the Covenants contained in this paragraph, the Developer or the ARB may summarily and without the permission or consent of the Owner, enter upon the Lot and remove the unpermitted fence and the Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of eighteen percent (18%) per annum. All such costs shall be secured by a lien on the Lot, which lien is created, evidenced and enforced and is subject to those limitations as provided for in paragraph 4 of these Covenants for the enforcement of payment of Association dues. Nor shall the ARB or the Developer or their agents or employees be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. Each Owner of a Lot abutting Cheswick Oak Avenue consents to the provisions of this paragraph and freely and irrevocably grants to the Developer and the ARB full permission and license to accomplish the foregoing.

All fences shall be constructed of wood or other material approved by the ARB or the Developer and shall be so constructed as to provide a continuous visual barrier of the type commonly known as "panel fences" or "shadowbox fences". All such fences shall be installed "good side out"; that is, horizontal stringers used to bind and support the fencing material will face the interior of the Lot. Chain link and barbed wire are prohibited on all Lots. Wooden picket fences may be maintained on Lots abutting the Lake.



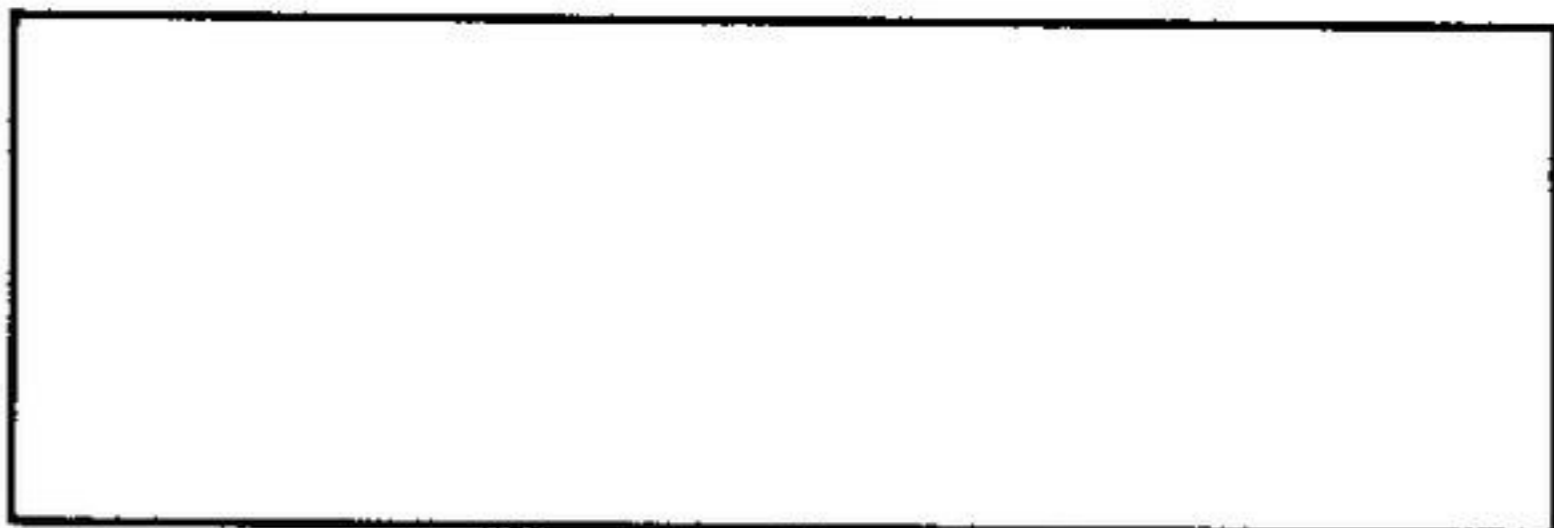
11. **APPROVAL OF STRUCTURES.** For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions or alterations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface contours of the Land, and such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with future development plans of the Developer. Without limiting the generality of the foregoing, no basketball goal or backboard may be placed or permitted to remain within twenty (20) feet of the front curb line, whether such goal or backboard is permanent or temporary, portable or fixed. Any such goal or backboard may not be located elsewhere on any Lot without the prior written approval of the Developer as aforesaid.

The Developer retains the right, but not the obligation, to enforce the provisions of this subparagraph with regard to basketball goals and backboards.

Upon completion of construction of a Primary Residence on any Lot and the subsequent occupancy of the Primary Residence, and provided the construction of the Primary Residence complies with all requirements of the Developer imposed with respect to such construction, the Association will thereafter be vested with the rights of Developer reserved under this paragraph and with the right to enforce in its own name the conditions, limitations and restrictions herein set forth with respect to all improvements located or to be located upon that Lot. Developer may, but is not required to, record from time to time in the public records of Clay County, Florida, a certificate identifying any Lot or Lots coming within the jurisdiction of the Association pursuant to the terms of this paragraph; provided, however, that the Developer's failure to record such a certificate will not deprive the Association of the rights to be transferred to it as above set forth. The Association may exercise its rights through a committee duly established by it for that purpose and known or to be known as the Architectural Review Board ("ARB").

Each Owner is responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner causes damage to landscaping (including grass), streets, rights of way, trees, signs, drainage facilities or utilities within the subdivision.

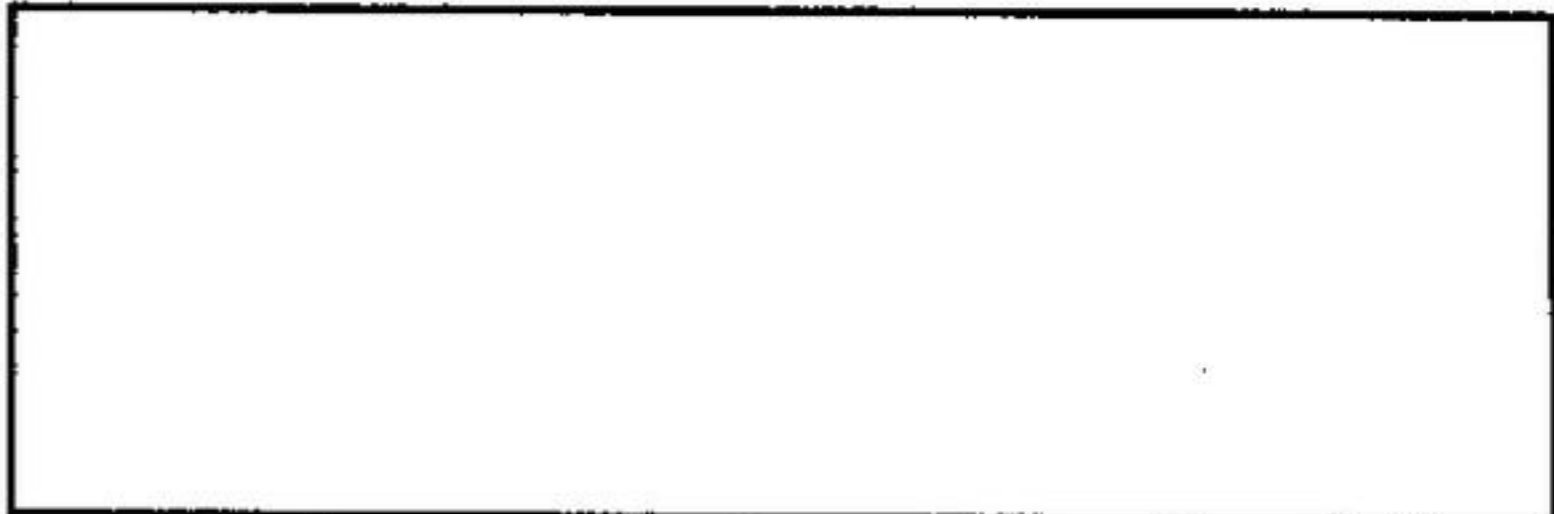
12. NO PARKING OF VEHICLES, BOATS, ETC. Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles; provided, however,



that the Developer retains the right to reduce the garage requirement to a one (1) car garage in Savannah Glen Unit Two. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No inoperable vehicles or boats, trailers, or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard by a fence otherwise complying with these Covenants. Guest and delivery vehicles may be parked in driveways during normal and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time.

13. WINDOW AIR CONDITIONERS AND CLOTHES LINES. Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the ARB. No outside clothes lines are permitted on any Lot.

14. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connection between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. The Developer has provided underground conduits to serve each Lot, and such conduit to each Lot shall be, become, and remain the property of the utility, subject to the use and enjoyment of the Owner of the Lot. Each Owner requiring original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence and all of the same shall be and remain the property of the Owner of the Lot. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from



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the applicable transformer or primary service to the Primary Residence on his Lot.

15. COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within nine (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway approved by the Developer from the paved portion of the abutting street to his garage entrance.

16. NO PICNIC AREAS PRIOR TO CONSTRUCTION. No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

17. NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than twelve (12) months.

18. RESIDING ONLY IN RESIDENCE. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or



servant's quarters shall be at any time used as a residence either temporarily or permanently.

19. **SIZE OF SIGNS.** No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the ARB. One small, Developer approved sign may be used to denote the name of the property owner or resident and the house number, provided such sign shall not exceed one hundred fifty (150) square inches in size. The ARB may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

20. **AERIALS AND ANTENNAS.** No satellite dish(antenna), radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof have been approved by the ARB. Approval by the ARB of radio or television aerials or antennae will be granted only in exceptional cases.

21. **MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB. Mail boxes conforming to the requirements outlined in Exhibit "E" hereto are acceptable. No plastic mail boxes or paper boxes may be installed or utilized.

22. **PETS.** Not more than two dogs or two cats may be kept on any Lot without the prior written consent of the ARB, and any such animals shall be kept solely for the pleasure and use of the occupants. No such animals shall be used for any commercial or breeding use or purpose. Such animals shall be controlled and



restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood, they may not thereafter be kept on the Lot. Developer assumes no obligation to any party for the enforcement of these pet restrictions.

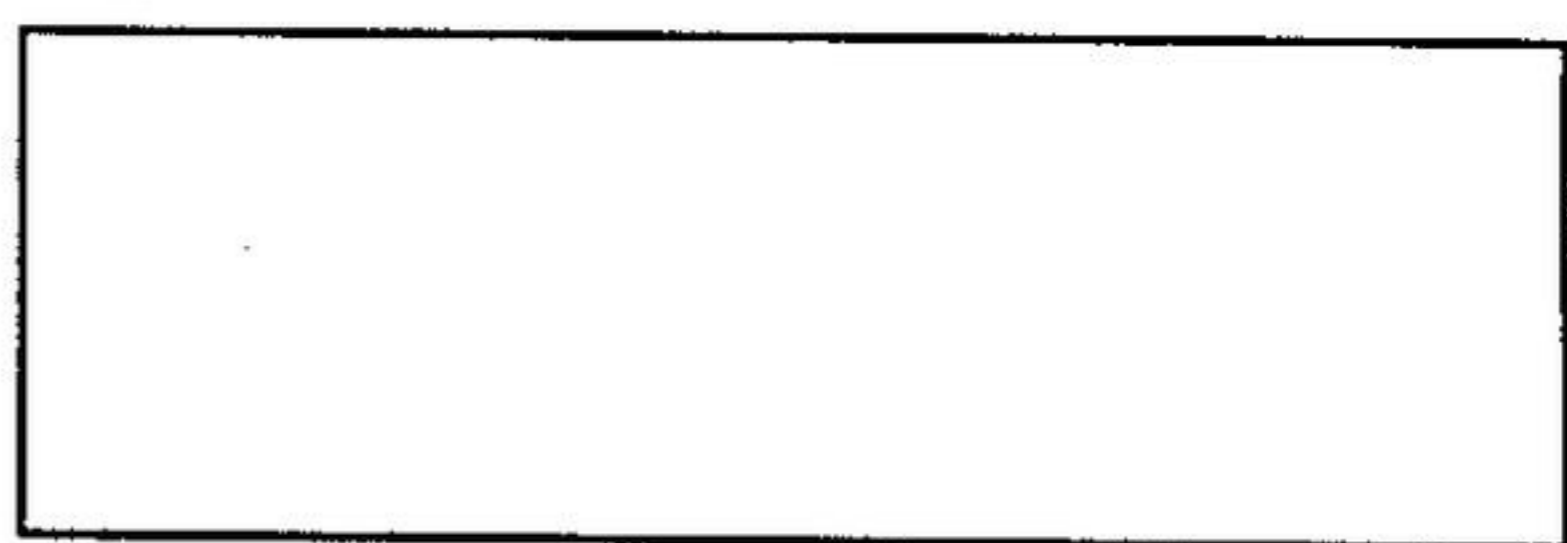
23. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No fires for burning trash, leaves, clipping or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources is not permitted, except that Owners have the right to establish and maintain a water well for personal use.

Each Owner shall continuously maintain the Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, and easements shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided, however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall, at his own expense, plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

24. WELL LIMITATION: WATER AND SEWER RIGHTS. Clay County Utility Authority, or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities an service to the Land. No well of any kind shall be dug or drilled on any of the Lots, or tracts, to provide water for use within the structures to be built, and no potable water shall be used within said structures, except potable water which is obtained from Clay County Utility Authority, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot, or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer and the local Health Department. Clay County Utility Authority is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Land as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to Clay County Utility Authority all easements required to provide water facilities and service to the Land.

25. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) means the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to Permit No. 4-019-0108.



Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

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

26. **EASEMENTS.**

(a) The Developer reserves an easement 10 foot (10') in width along the front and back of each Lot, and five foot (5') in width along the sides of each Lot for drainage and utilities and for access. The Developer has the unrestricted right and power of alienating and releasing such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Developer, its successors, trustees, or assigns.

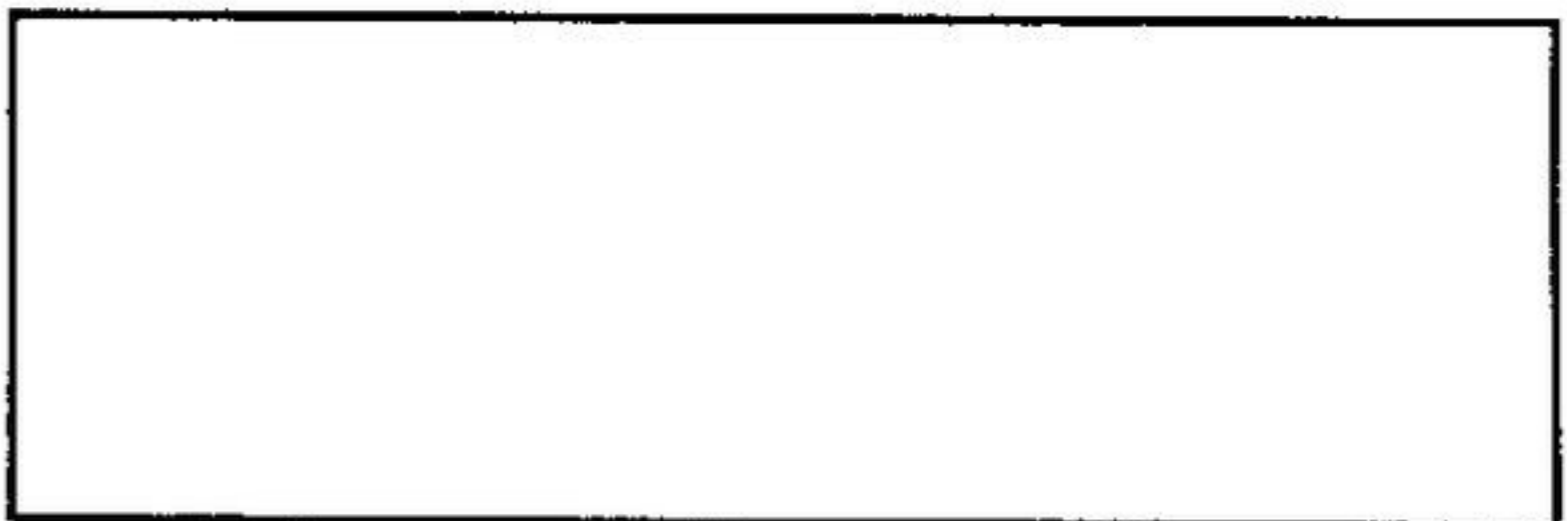
(b) A non-exclusive easement for drainage (the "Private Drainage Easement") is now declared over, under and upon the rear ten feet (10') of Lots 27 through 36, inclusive, of Unit One, and

Lots 36 through 61, inclusive, of Unit Two as shown on the Plats of Units One and Two (the "Affected Lots"). Each Affected Lot will be burdened by the Private Drainage Easement and each Affected Lot will be entitled to its benefit. The Developer has installed or will install certain drainage facilities (the "Drainage Facilities") in the Private Drainage Easement and will install a fence (the "Fence"), within the Private Drainage Easement at the rear of and within those Affected Lots lying within Unit One.

The Drainage Facilities located within any Affected Lot will be maintained by the Owner(s) of that Lot(s) and the expense thereof will be borne equally by all Affected Lots having a rear border in common with the Lot upon which the defective Drainage Facilities are located.

The Owners of the Affected Lots lying within Unit One will maintain the Fence at their expense; each Lot Owner bearing those expenses arising from the maintenance of that portion of the Fence lying within its Lot. The Drainage Facilities and the Fence will be maintained in good working condition.

No Owner of any Affected Lot may place any structure or improvement within the Private Drainage Easement except landscaping (and then only to the extent such landscaping does not impede the use and operation of the Private Drainage Easement and the Drainage Facilities), nor may any such Owner alter the contour of the land within the Private Drainage Easement. In the event any Owner of an Affected Lot fails to comply with the requirements of this paragraph, any other Affected Owner and the Association may enforce its provisions and will be entitled to recover from the non-complying Owner all remedies available at law or equity and to reimbursement for attorney's fees and court costs incurred in any such action.



(c) Each Owner is granted an easement and right of enjoyment in the Common Areas, which easement is appurtenant to the title to the Lot owned by the Owner and may not be severed from it.

27. OFF SITE MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM.

The Stormwater Management System includes easements described in Exhibit "B" hereto and the Lake. Portions of the Stormwater Management System provide benefits to other developments and properties not included in the Land. The maintenance of the Stormwater Management System is in the best interests of the Owners and the Association, and that maintenance is a permitted usage of Association funds.

The Association may hereafter enter into agreements with others under such terms as it finds acceptable to provide for the sharing of the burden of such maintenance.

28. CONSERVATION AREAS. "Conservation Easement" or "Conservation Easement Areas" shall mean and refer to the area designated as Tract C and VNBS in the Plat of Unit Two.

Vegetative natural buffers ("VNBS") are defined by SJRWMD as naturally vegetative areas between residential back lots and a receiving water or wetland. VNBS are set aside for stormwater management purposes. Under certain conditions, VNBS provide an effective, best management practice for the control of non-point source pollutants in overland flow by providing opportunities for filtration, deposition, infiltration, absorption, adsorption, decomposition, and volatilization. VNBS provide an alternative to swales or berms installed between the back lots and the receiving water. VNBS avoid the difficulties associated with the maintenance of backyard swales controlled by individual Owners. In addition, impact to adjacent wetlands is potentially reduced since VNB strips provide noise attenuation, serve as upland wildlife corridors, and

reduce the potential for erosion/siltation from the areas to be developed. VNBS are not intended to be the primary stormwater management system for Units One and Two. They are designed only to treat those rear lot portions of Unit Two which cannot be feasibly routed to the system serving the roads and fronts of lots. Developer reserves, for itself, and conveys to the Association an easement for VNBS and for access to implement, maintain and support the purposes of the VNBS over, under and across those portions of Unit Two so described and dedicated for that purpose on Plat Two. The VNBS may be inspected periodically to access the density of vegetation and to determine if the VNBS have been damaged by foot or vehicular traffic, are subject to encroachment, gully erosion, or show evidence of concentrated flow (channelization). In the event any such inspection reveals any such defects, repairs to the VNBS shall be accomplished by the Owner of the affected Lot immediately and natural, native vegetation re-established. SJRWMD may require the control of undesirable plant species such as cattail and exotic plants.

The VNBS shall be maintained in substantially their present, natural, unaltered condition. No vegetation of any type may be removed, trimmed, added to or taken from the VNBS without the prior consent of the ARB. The Owners of affected Lots will keep the VNBS in clean and neat condition, free of trash and debris.

Developer, the Association and SJRWMD may at any time, and from time to time, go onto the VNBS for purposes of exercising the rights and remedies herein granted or retained and for the purpose of maintaining the VNBS.

In the event any Owner fails or refuses to comply with the limitations and obligations herein described, such failure or

refusal will be considered to be a breach of and subject to the provisions of Article III, Section 4 herein.

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

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Areas; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Areas in their natural condition;

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon



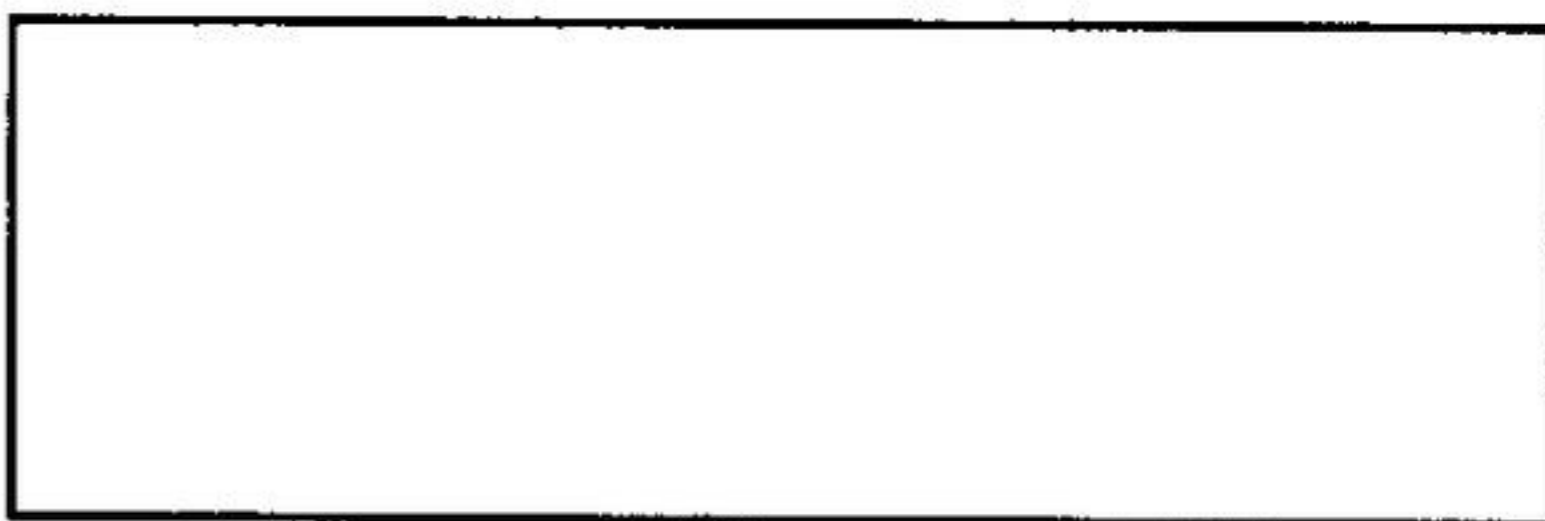
the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

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

The prohibitions and restrictions upon the Conservation Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Areas, and shall be binding upon and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction including the Conservation Areas are property recorded.

29. **DEVELOPER MAY CORRECT VIOLATIONS.** Wherever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer shall have the right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer, on demand, and such entry and



abatement, correction or removal shall not be deemed a trespass or make the Developer liable for any damages on account thereof. Any advance by the Developer under the terms of this paragraph shall bear interest at the maximum rate allowed by law from the date of advance.

30. APPROVAL OF DEVELOPER OR ARB. Wherever in these Covenants and Restrictions the consent or approval of the Developer or the ARB is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer or the ARB, as appropriate. Such request shall be sent to the Developer or the ARB, as appropriate, postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer or the ARB fails to act on any such written request within thirty (30) days after the same has been received by it, the consent or approval to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

31. DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer has the sole and exclusive right at any time, and from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested

in and be exercised by a committee to be elected or appointed by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

32. **AMENDMENTS OR ADDITIONAL RESTRICTIONS.** The approval of at least two-thirds (2/3rds) of the Owners is required to amend these Covenants. The Developer reserves the right, subject to the restrictions herein contained, to cure any ambiguity in or any inconsistency among the provisions contained herein, and to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves and shall have the sole right (but not the obligation) to amend these Covenants and Restrictions by the addition of those provisions required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other agency or department of the government of the United States as a condition to the granting or insuring of any VA or FHA mortgage loan. Such amendment may be made by the Developer without the consent, approval or joinder of any other party, and without notice, and shall be effective upon Developer's written declaration of amendment recorded in the public records of Clay County, Florida. Developer's right to so amend shall terminate upon the earlier of: (a) the Developer's written declaration of termination of right to amend recorded in the public records of Clay County, Florida, OR (b) the termination of Class B membership in the Association pursuant to paragraph 3 above.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management

portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

33. **ANNEXATION.** Additional real property located in Clay County, Florida, which may be acquired by the Developer may be annexed (i.e., subject to the terms of this Declaration and brought within the jurisdiction of the Association) within fifteen (15) years of the date of recording of this Declaration; provided, however, that for so long as Class B membership shall exist in the Association, the Veteran's Administration and the Department of Housing and Urban Development must approve such annexation.

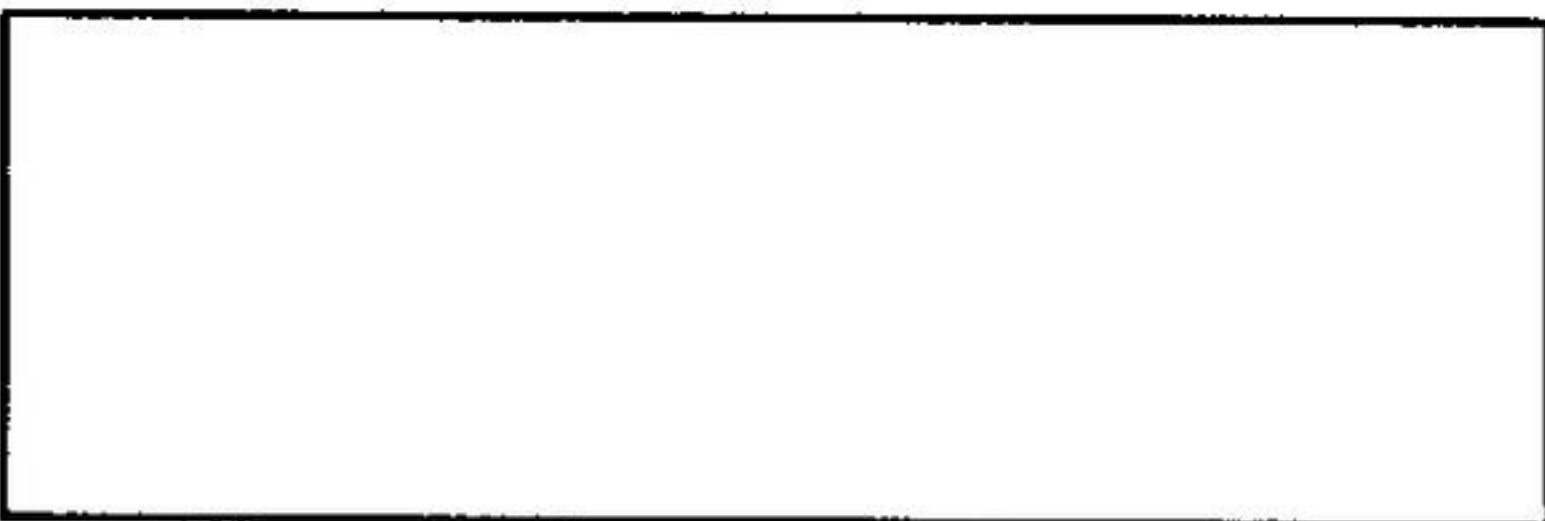
Notwithstanding any other provision contained in the Covenants, HUD/VA may veto any amendment of these Covenants as long as there is a Class B membership.

34. **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No Lot owner, without the prior written consent and approval of the Developer, may impose any additional Covenants and Restrictions on any part of the Land.

35. **RESTRICTIONS EFFECTIVE PERIOD.** These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until January 1, 2015, and thereafter, these Covenants and Restrictions shall be automatically thereafter extended for additional consecutive five (5) year periods until terminated by the action of the owners of a majority of the Lots.

36. **APPLICATION OF COVENANTS AND RESTRICTIONS TO PURCHASERS AT FORECLOSURE.** Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

37. **LEGAL ACTION ON VIOLATION.** If any person, firm or corporation, or other entity violates or attempts to violate any of



these Covenants and Restrictions, it shall be lawful for the Developer or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer until reasonable notice and opportunity to cure have been provided to the Developer for violating any of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer to take any action or institute any proceeding to enforce any provision hereof nor shall Developer be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners in violation of this Declaration are obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon and to the Developer or the Association (as the case may be) in the event an attorney is employed by either to enforce or defend the restrictions or rights herein contained, whether suit be brought or not. All restrictions herein contained are several and independent. The invalidity of



one or more or any part of one shall in no way impair the validity of the remaining restrictions or part hereof.

If any provision of these Covenants and Restrictions is to any extent found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Declaration, nor the application of the provision to other persons, entities, or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

38. **ADJACENT OR NEARBY FACILITIES.** Notice is given that re-use water facilities for the production of non-potable water and for the treatment of sewage and facilities for the production of potable water have been created and are operating near the Land and that although not required at the time of recording of these Covenants, appropriate public authority may require the re-use of wastewater effluent as an alternative water service at some future time within the Land.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed this 8 day of June, 1998, by the Developer.

In the Presence of:

[Signature]
Witness #1

PATRICK WALLACE
(Witness #1 Printed Name)

[Signature]
Witness #2

John W. Daniels
(Witness #2 Printed Name)

STATE OF FLORIDA
COUNTY OF Clay

SAVANNAH GLEN, INC.

By: [Signature]
James Ricky Wood
Its President



The foregoing instrument was acknowledged before me this 8 day of June, 1998, by James Ricky Wood as President of SAVANNAH GLEN, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State and County
Aforesaid (Signature)

Sandra D. Leigh
Name of Notary Public

(Typed, Printed or Stamped
My Commission Expires: _____)



LIST OF EXHIBITS:

- Exhibit "A":** Certain real property in Clay County, Florida.
- Exhibit "B":** The designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater.
- Exhibit "C":** Articles.
- Exhibit "D":** Bylaws.
- Exhibit "E":** Mail Box Specifications.

CAPTION

Savannah Glen Unit 1

A PORTION OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, SAID PORTION OF SECTION 34 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHEAST CORNER OF LOT 101, SWEETBRIAR UNIT 2, AS RECORDED IN PLAT BOOK 29, PAGES 20 THROUGH 23 (INCLUSIVE) OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, THE SAME BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CHESWICK OAK AVENUE (A 100 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF SWEETBRIAR UNIT 4, AS RECORDED IN PLAT BOOK 31, PAGES 18 THROUGH 21 (INCLUSIVE) OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°38'32" WEST, ALONG LAST SAID LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°21'28" EAST, ALONG THE SOUTHERLY TERMINATION OF SAID CHESWICK OAK AVENUE, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF A 100.00 FOOT CLAY ELECTRIC COOPERATIVE, INC. EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 118, PAGE 598 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°38'32" WEST, ALONG LAST SAID LINE, A DISTANCE OF 360.00 FEET; THENCE RUN NORTH 89°21'28" WEST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 00°38'32" EAST, A DISTANCE OF 55.00 FEET; THENCE RUN NORTH 89°21'28" WEST, A DISTANCE OF 212.32 FEET TO THE POINT OF CURVATURE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°34'12" AN ARC DISTANCE OF 53.46 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°21'26" WEST, 49.57 FEET; THENCE RUN NORTH 65°22'59" WEST, A DISTANCE OF 123.04 FEET; THENCE RUN SOUTH 80°44'40" WEST, A DISTANCE OF 54.88 FEET; THENCE RUN NORTH 81°17'48" WEST, A DISTANCE OF 66.06 FEET; THENCE RUN SOUTH 65°38'19" WEST, A DISTANCE OF 51.55 FEET; THENCE RUN SOUTH 58°37'34" WEST, A DISTANCE OF 30.19 FEET; THENCE RUN SOUTH 28°53'20" WEST, A DISTANCE OF 150.04 FEET; THENCE RUN SOUTH 34°52'38" WEST, A DISTANCE OF 82.21 FEET; THENCE RUN SOUTH 47°34'56" WEST, A DISTANCE OF 88.20 FEET; THENCE RUN SOUTH 61°18'44" WEST, A DISTANCE OF 95.87 FEET; THENCE RUN SOUTH 75°25'19" WEST, A DISTANCE OF 93.48 FEET; THENCE RUN SOUTH 82°09'07" WEST, A DISTANCE OF 75.00 FEET; THENCE RUN NORTH 07°50'53" WEST, A DISTANCE OF 160.02 FEET; THENCE RUN NORTH 82°09'07" EAST, A DISTANCE OF 9.10 FEET; THENCE RUN NORTH 26°11'24" WEST, A DISTANCE OF 208.18 FEET; THENCE RUN NORTH 42°42'23" WEST, A DISTANCE OF 123.08 FEET; THENCE RUN NORTH 00°38'32" EAST, A DISTANCE OF 221.73 FEET; THENCE RUN SOUTH 89°21'28" EAST, A DISTANCE OF 1,178.18 FEET; THENCE RUN NORTH 00°38'32" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.67 ACRES, MORE OR LESS.

CAPTION

Savannah Glen Unit 2

A PORTION OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, SAID PORTION OF SECTION 34 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHEAST CORNER OF LOT 101, SWEETBRIAR UNIT 2, AS RECORDED IN PLAT BOOK 29, PAGES 20 THROUGH 23 (INCLUSIVE) OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, THE SAME BEING A POINT ON THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1572, PAGE 1156 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°38'32" WEST, ALONG LAST SAID LINE, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 89°21'28" EAST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 100.00 FOOT CLAY ELECTRIC COOPERATIVE, INC. EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 118, PAGE 598 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°38'32" WEST, ALONG LAST SAID LINE, A DISTANCE OF 360.00 FEET; THENCE RUN NORTH 89°21'28" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 00°38'32" WEST, A DISTANCE OF 576.18 FEET; THENCE RUN NORTH 89°21'28" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°38'32" WEST, 29.17 FEET; THENCE NORTH 86°56'43" WEST, A DISTANCE OF 316.30 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 127°48'03" AN ARC DISTANCE OF 423.80 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°58'20" WEST, 341.25 FEET; THENCE SOUTH 68°04'22" WEST, A DISTANCE OF 66.85 FEET; THENCE NORTH 75°43'04" WEST, A DISTANCE OF 95.81 FEET; THENCE NORTH 08°55'21" WEST, 127.38 FEET; THENCE SOUTH 82°09'07" WEST, A DISTANCE OF 160.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°21'49" AN ARC DISTANCE OF 212.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°58'12" WEST, 209.06 FEET; THENCE SOUTH 45°47'18" WEST, A DISTANCE OF 239.03 FEET; THENCE NORTH 44°12'42" WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 45°47'18" WEST, A DISTANCE OF 28.59 FEET; THENCE RUN NORTH 44°12'42" WEST, A DISTANCE OF 160.00 FEET; THENCE RUN NORTH 45°47'18" EAST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 26°20'23" EAST, A DISTANCE OF 42.61 FEET; THENCE RUN NORTH 51°16'51" EAST, A DISTANCE OF 224.43 FEET; THENCE RUN NORTH 57°15'38" EAST, A DISTANCE OF 61.61 FEET; THENCE RUN NORTH 62°55'05" EAST, A DISTANCE OF 63.74 FEET; THENCE RUN NORTH 68°34'43" EAST, A DISTANCE OF 61.68 FEET; THENCE RUN NORTH 74°10'19" EAST, A DISTANCE OF 62.25 FEET; THENCE RUN NORTH 79°48'04" EAST, A DISTANCE OF 62.47 FEET; THENCE RUN NORTH 82°09'07" EAST, A DISTANCE OF 65.00 FEET; THENCE RUN NORTH 82°09'07" EAST, A DISTANCE OF 75.00 FEET; THENCE RUN NORTH 75°25'19" EAST, A DISTANCE OF 93.48 FEET; THENCE RUN NORTH 61°18'44" EAST, A DISTANCE OF 95.87 FEET; THENCE RUN NORTH 47°34'56" EAST, A DISTANCE OF 88.20 FEET; THENCE RUN NORTH 34°52'38" EAST, A DISTANCE OF 82.21 FEET; THENCE RUN NORTH 28°53'20" EAST, A DISTANCE OF 150.04 FEET; THENCE RUN NORTH 58°37'34" EAST, A DISTANCE OF 30.19 FEET; THENCE RUN NORTH 65°38'19" EAST, A DISTANCE OF 51.55 FEET; THENCE RUN SOUTH 81°17'48" EAST, A DISTANCE OF 66.06 FEET; THENCE RUN NORTH 80°44'40" EAST, A DISTANCE OF 54.88 FEET; THENCE RUN SOUTH 65°22'59" EAST, A DISTANCE OF 123.04 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°34'12" AN ARC DISTANCE OF 53.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°21'26" EAST, 49.57 FEET; THENCE SOUTH 89°21'28" EAST, 212.32 FEET; SOUTH 00°38'32" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 17.91 ACRES, MORE OR LESS.

Exhibit "B"

Drainage Easement lying on the common border of:

1. Lots 29 and 30 of Unit One
2. Lots 54 and 55 of Unit Two
3. Lots 12 and 13 of Unit Two
4. Lots 1 and 2 of Unit Two

Tract A of Unit Two as shown on the Plat.

The rear of Lots 38, 39, 40 and 41 of Unit One, Lots 1 through 8, inclusive, and Lots 12 and 13 of Unit Two, and at the rear of Lots 11 through 18, inclusive, of Unit One.

[Continued]

Exhibit "B"

Offsite easement (Pond C).

EASEMENT NO. 4

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, said portion of Section 4 being more particularly described as follows:

Commence at Southeast corner of Lot 101, Sweetbriar Unit 2, as recorded in Plat Book 29, Pages 20 through 23 (inclusive) of the public records of Clay County, Florida, the same being a point on the Westerly right of way line of Cheswick Oaks Avenue (a 100 foot right of way as presently established); thence run South 00°38'32" West, along last said line and its Southerly prolongation thereof, a distance of 60.00 feet to the Northeast corner of those lands described in Official Records Book 1603, Page 1216 (Parcel "A") of said public records; thence run the following Three (3) Courses and Distances along last said lands; Course No. 1: continue South 00°38'32" West, 30.00 feet; Course No. 2: North 89°21'28" West, 40.00 feet; Course No. 3: North 00°38'32" East, 30.00 feet to the Northwest corner of last said lands, the same being the Southeast corner of those lands described in Official Records Book 1603, Page 1259 (Parcel "E") of said public records; thence run North 89°21'28" West, along the Southerly boundary of last said lands, a distance of 1782.24 feet; thence run South 00°38'32" West, a distance of 1,260.72 feet to the POINT OF BEGINNING of the parcel of land herein described; thence run North 70°03'13" East, a distance of 293.16 feet; thence run North 37°42'13" West, a distance of 14.48 feet to the point of curvature of a non-tangent curve, concave Northwesterly, whose radius point bears North 37°42'13" West, a distance of 125.00 feet therefrom; thence run Northeasterly, along the arc of said curve to the left, having a radius of 125.00 feet, through a central angle of 06°30'29", for an arc distance of 14.20 feet, said arc being subtended by a chord bearing and distance of North 49°02'33" East, 14.19 feet to the point of tangency of said curve; thence run North 45°47'18" East, a distance of 30.83 feet; thence run South 44°12'42" East, a distance of 50.00 feet; thence run South 45°47'18" West, a distance of 30.83 feet to the point of curvature of a curve, concave Northwesterly; thence run Southwesterly, along the arc of said curve to the right, having a radius of 175.00 feet, through a central angle of 06°30'29", for an arc distance of 19.88 feet, said arc being subtended by a chord bearing and distance of South 49°02'33" West, 19.87 feet to a point of intersection with a line radial to said curve; thence run North 37°42'13" West, a distance of 14.52 feet; thence run South 70°03'13" West, a distance of 288.18 feet; thence run North 57°49'57" West, a distance of 10.08 feet; thence run North 43°15'42" West, a distance of 13.11 feet to the POINT OF BEGINNING.

[Continued]

Exhibit "B"Offsite easement (Pond C).**EASEMENT NO. 5 (POND C)**

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, said portion of Section 4 being more particularly described as follows:

Commence at Southeast corner of Lot 101, Sweetbriar Unit 2, as recorded in Plat Book 29, Pages 20 through 23 (inclusive) of the public records of Clay County, Florida, the same being a point on the Westerly right of way line of Cheswick Oaks Avenue (a 100 foot right of way as presently established); thence run South 00°38'32" West, along last said line and its Southerly prolongation thereof, a distance of 60.00 feet to the Northeast corner of those lands described in Official Records Book 1603, Page 1216 (Parcel "A") of said public records; thence run the following Three (3) Courses and Distances along the boundary of last said lands; Course No. 1: continue South 00°38'32" West, 30.00 feet; Course No. 2: North 89°21'28" West, 40.00 feet; Course No. 3: North 00°38'32" East, 30.00 feet to the Northwest corner of last said lands, the same being the Southeast corner of those lands described in Official Records Book 1603, Page 1259 (Parcel "E") of said public records; thence run North 89°21'28" West, along the Southerly boundary of last said lands, a distance of 1,880.43 feet; thence run South 00°38'32" West, a distance of 1,111.94 feet to the POINT OF BEGINNING of the parcel of land herein described; thence run South 25°24'21" East, a distance of 55.00 feet; thence run South 29°38'24" East, a distance of 66.08 feet; thence run South 43°15'42" East, a distance of 71.82 feet; thence run South 57°49'57" East, a distance of 10.08 feet; thence run South 05°20'19" East, a distance of 40.75 feet; thence run South 50°20'48" West, a distance of 268.50 feet; thence run North 88°26'33" West, a distance of 93.24 feet; thence run North 44°53'21" West, a distance of 131.14 feet; thence run North 11°46'16" West, a distance of 81.32 feet to the point of curvature of a non-tangent curve, concave Northwesterly, whose radius point bears North 24°30'08" West, a distance of 155.00 feet therefrom; thence run Northeasterly, along the arc of said curve to the left, having a radius of 155.00 feet, through a central angle of 41°04'18", for an arc distance of 111.11 feet, said arc being subtended by a chord bearing and distance of North 44°57'43" East, 108.75 feet to a point of intersection with a non-tangent curve, concave Southeasterly; thence run Northeasterly, along the arc of said curve to the right, having a radius of 865.00 feet, through a central angle of 12°32'47", for an arc distance of 189.41 feet, said arc being subtended by a chord bearing and distance of North 58°19'16" East, 189.04 feet to the point of tangency of said curve; thence run North 64°35'39" East, a distance of 59.27 feet to the POINT OF BEGINNING.

EASEMENT NO. 6

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, said portion of Section 4 being more particularly described as follows:

Commence at Southeast corner of Lot 101, Sweetbriar Unit 2, as recorded in Plat Book 29, Pages 20 through 23 (inclusive) of the public records of Clay County, Florida, the same being a point on the Westerly right of way line of Cheswick Oaks Avenue (a 100 foot right of way as presently established); thence run South 00°38'32" West, along last said line and its Southerly prolongation thereof, a distance of 60.00 feet to the Northeast corner of those lands described in Official Records Book 1603, Page 1216 (Parcel "A") of said public records; thence run the following Three (3) Courses and Distances along the boundary of last said lands; Course No. 1: continue South 00°38'32" West, 30.00 feet; Course No. 2: North 89°21'28" West, 40.00 feet; Course No. 3: North 00°38'32" East, 30.00 feet to the Northwest corner of last said lands, the same being the Southeast corner of those lands described in Official Records Book 1603, Page 1259 (Parcel "E") of said public records; thence run North 89°21'28" West, along the Southerly boundary of last said lands, a distance of 1782.24 feet; thence run South 00°38'32" West, a distance of 1,264.70 feet; thence run South 43°15'42" East, a distance of 7.58 feet; thence run South 57°49'57" East, a distance of 10.08 feet; thence run South 05°20'19" East, a distance of 40.75 feet; thence run South 50°20'48" West, a distance of 180.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence run South 39°39'12" East, a distance of 50.00 feet; thence run South 50°20'48" West, a distance of 25.00 feet; thence run North 39°39'12" West, a distance of 50.00 feet; thence run North 50°20'48" East, a distance of 25.00 feet to the POINT OF BEGINNING.

[Continued]

Exhibit "B"Offsite easement (Pond B).**EASEMENT NO. 3 (POND B)**

A portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, said portion of Section 4 being more particularly described as follows:

Commence at Southeast corner of Lot 101, Sweetbriar Unit 2, as recorded in Plat Book 29, Pages 20 through 23 (inclusive) of the public records of Clay County, Florida, the same being a point on the Westerly right of way line of Cheswick Oaks Avenue (a 100 foot right of way as presently established); thence run South 00°38'32" West, along last said line and its Southerly prolongation thereof, a distance of 60.00 feet to the Northeast corner of those lands described in Official Records Book 1603, Page 1216 (Parcel "A") of said public records; thence run the following Three (3) Courses and Distances along the boundary of last said lands; Course No. 1: continue South 00°38'32" West, 30.00 feet; Course No. 2: North 89°21'28" West, 40.00 feet; Course No. 3: North 00°38'32" East, 30.00 feet to the Northwest corner of last said lands, the same being the Southeast corner of those lands described in Official Records Book 1603, Page 1259 (Parcel "E") of said public records; thence run North 89°21'28" West, along the Southerly boundary of last said lands, a distance of 1536.52 feet; thence run South 00°38'32" West, a distance of 812.69 feet to the POINT OF BEGINNING of the parcel of land herein described; thence run South 30°26'55" East, a distance of 130.76 feet; thence run South 26°20'23" West, a distance of 42.61 feet; thence run South 45°47'18" West, a distance of 119.85 feet; thence run North 84°42'17" West, a distance of 40.66 feet; thence run North 25°24'21" West, a distance of 166.69 feet to the point of curvature of a non-tangent curve, concave Northwesterly, whose radius point bears North 25°37'16" West, a distance of 2,025.00 feet therefrom; thence run Northeasterly, along the arc of said curve to the left, having a radius of 2,025.00 feet, through a central angle of 04°49'39", for an arc distance of 170.62 feet, said arc being subtended by a chord bearing and distance of North 61°57'54" East, 170.57 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement lying 10 feet on either side of the southwestern border of Lot 36 of Unit Two.

EXHIBIT "C"



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 5, 1997

SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC.
1730 KINGSLEY AVE, SUITE E
ORANGE PARK, FL 32073

The Articles of Incorporation for SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC. were filed on August 4, 1997, and assigned document number N97000004416. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H97000012605.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Bobbie Cox
Senior Corporate Section Administrator
New Filings Section
Division of Corporations

Letter Number: 997A00039649

EXHIBIT "C"

State of Florida



Department of State

BOOK 1723 PAGE 15

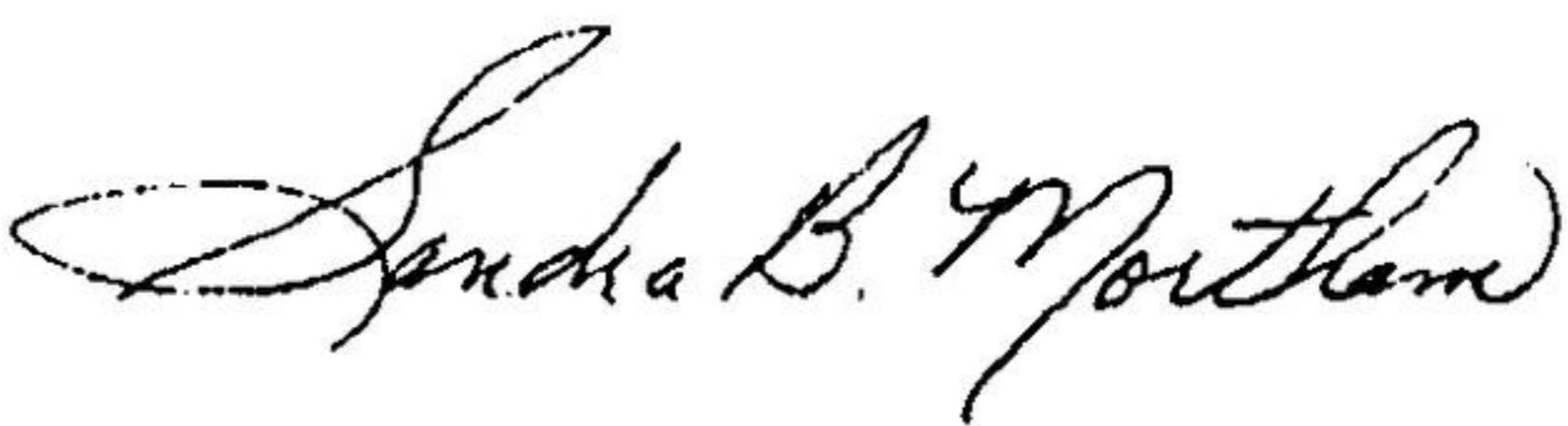
I certify the attached is a true and correct copy of the Articles of Incorporation of SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 4, 1997, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H97000012605. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N97000004416.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fifth day of August, 1997

Authentication Code: 997A00039649-080597-N97000004416-1/1



Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

The undersigned, acting as incorporator of a corporation pursuant to Chapter 617, Florida Statutes, adopt the following Articles of Incorporation for such corporation (herein the "Corporation").

ARTICLE I. NAME

The name of the Corporation is SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC.

The principal address of the Corporation at the time of incorporation is 1730 Kingsley Avenue, Suite E, City of Orange Park, County of Clay, Florida, 32073.

ARTICLE II. DURATION

The duration of this Corporation is perpetual unless dissolved according to law.

Corporate existence will commence on the date these Articles of Incorporation are filed by the Department of State.

ARTICLE III. PURPOSE

(a) The specific and primary purpose for which this Corporation is organized is to promote the general welfare of its members.

(b) The general purposes for which this Corporation is organized are:

(1) to promote the welfare and benefit of the owners of lands lying within Savannah Glen Units 1 and 2, and such other units as may hereafter be annexed to the Corporation.

(2) to oversee, administer, support, refurbish and maintain the real and personal property of the Corporation.

(3) to assess, collect and enforce the payment of dues to defray costs incident to the foregoing.

Prepared by:
Robert A. Ford, Attorney-At-Law, Florida Bar No. 187810
10110 San Jose Blvd., Jacksonville, Florida 32257
Phone: (904) 268-7227

(4) to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit issued with respect to the property described in Exhibit "A" and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

(5) to levy and collect adequate assessments against members of the Corporation for the costs of maintenance and operations of the surface water or stormwater management system, which assessments will be used for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to, work within the retention areas, drainage structures and drainage easements.

(c) This Corporation is formed and will be operated exclusively for non-profit purposes. No part of any net earnings will inure to the benefit of any member, trustee, or officer of the Corporation except as provided by law.

(d) This Corporation will have and exercise all powers conferred upon not-for-profit corporations under the laws of the State of Florida generally, and specifically as provided in §617.021 of the Florida Not For Profit Corporation Act, provided, however, that this Corporation has no power to engage in any activity that in itself is not in furtherance of its purposes as set forth in subparagraphs (a) through (c) of this Article.

(e) The annexation of additional properties, the merger or consolidation of or with the Corporation, the mortgaging of Common Areas, the dissolution of the Corporation, and the amendment of these Articles requires the prior approval of HUD/VA as long as there is a Class B membership.

ARTICLE IV. QUALIFICATION AND ADMISSION OF MEMBERS

All owners of Lots within Savannah Glen Units 1 and 2, as shown on plat thereof recorded or to be recorded in the public records of Clay County, Florida, said plat being a subdivision of lands described in Exhibit "A" hereto, will be members of this Corporation (herein, a lot within the subdivision created by the Plat is referred to as a "Lot"). Other members may be admitted in the event additional lands are annexed to and made subject to the administration of this Corporation. The annexation of such additional lands will be evidenced by amendment to these Articles of Incorporation. Membership is transferable and is inseparable from ownership of a Lot. Two classes of membership exist:

Class A Membership: Each owner of a Lot (except Savannah Glen, Inc.) will be a Class A member of the Corporation. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Savannah Glen, Inc. is the sole Class B member of the Association and is allocated ten (10) votes for each Lot owned by it. Class B membership will cease on the earlier of: (a) January 1, 2005, OR (b) when Savannah Glen, Inc. no longer owns any Lot, OR (c) upon the Savannah Glen, Inc.'s election to terminate Class B membership, which election will be effective upon Savannah Glen, Inc.'s filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed by Savannah Glen, Inc. to Owners.

ARTICLE V. REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Corporation's initial registered office is 1730 Kingsley Avenue, Suite E, City of Orange Park, County of Clay, Florida, and the name of the corporation's initial registered agent at such address is James Ricky Wood.

ARTICLE VI. FIRST BOARD OF DIRECTORS

The following one (1) person will serve the Corporation as directors until the first annual meeting or other meeting called to elect directors:

<u>Name</u>	<u>Address</u>
James Ricky Wood	1730 Kinglsey Ave., Suite E Orange Park, FL 32073
Sandra Leigh	1730 Kingsley Ave., Suite E Orange Park, FL 32073
Patrick Wallace	1730 Kingsley Ave., Suite E Orange Park FL 32073

ARTICLE VII. BASIS UNDER WHICH CORPORATION ORGANIZED

This Corporation is organized under a non-stock basis.

The Corporation is a not-for-profit corporation as defined by the Not For Profit Corporation Act in §617.01 of the Florida Statutes. As such, it is not organized for the pecuniary gain or profit of, and its net earnings nor any part thereof is distributable to, its members, officers, or other private persons except as specifically permitted under the provisions of the Florida Not For Profit Corporation Act.

ARTICLE VIII. MANAGEMENT OF CORPORATE AFFAIRS

(a) *Board of Directors.* The powers of this Corporation will be exercised, its properties controlled, and its affairs conducted by a board of three (3) directors. The number of directors

provided for in these Articles of Incorporation may be changed by a bylaw adopted by the members.

(b) *Election of Directors.* The method of electing directors is set forth in the bylaws.

(c) *Elective Officers.* The officers of this Corporation are a president, a vice president, a secretary and a treasurer. Other offices and officers may be established or appointed by the members of this Corporation at any regular annual meeting or any special meeting of members called for such purpose. The qualifications, the time and manner of electing or appointing, the duties of, the terms of office, and the manner of removing officers are set forth in the bylaws.

ARTICLE IX. INCORPORATOR

The name and address of the incorporator is James Ricky Wood, 1730 Kingsley Avenue, Suite E, City of Orange Park, County of Clay, Florida, 32073.

ARTICLE X. BYLAWS

Bylaws will be hereafter adopted at the first meeting of the board of directors. Such bylaws may be amended, repealed, in whole or in part, in the manner provided in the bylaws. Any amendment to the bylaws will be binding on all members of this Corporation.

ARTICLE XI. AMENDMENT OF ARTICLES

Amendments to these Articles of Incorporation may be proposed by a resolution adopted by the board of directors and presented to a quorum of the members for their vote. Amendments require the approval of at least two-thirds (2/3rds) of the lot owners but may otherwise be adopted as provided in the bylaws.

ARTICLE XII. ASSETS UPON DISSOLUTION

In the event the Corporation is dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with §40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 4th day of August, 1997.

In the presence of:

[Signature]
Witness VICKI L. CUMMINS

[Signature]
JAMES RICKY WOOD

[Signature]
Witness RHONDA G. CARVER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of August, 1997, by James Ricky Wood, who is personally known to me or ~~who has produced~~ [Signature] as identification. [Signature]

[Signature]
Notary Public, State and County
Aforesaid (Signature)




RHONDA G. CARVER
MY COMMISSION # CC428891 EXPIRES
February 15, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Name of Notary Public
(Typed, Printed or Stamped)
My Commission Expires: _____

CERTIFICATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, be it known that SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, has named JAMES RICKY WOOD, as its agent to accept service of process within this state.

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



JAMES RICKY WOOD

OR BOOK 1723 PAGE 1542

A parcel of land being a portion of Section 4, Township 4 South, Range 25 East, Clay County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning BEGIN at the Southeast corner of Sweetbriar Unit 2 as recorded in Plat Book 29, Pages 20, 21, 22 and 23, of the Public Records of Clay County; run thence South $89^{\circ}21'28''$ East along an Easterly prolongation of the Southerly line of said Sweetbriar Unit 2, a distance of 100.00 feet to a point lying 100.00 feet Westerly of, when measured at right angles to, the East line of aforesaid Section 4; run thence South $00^{\circ}38'32''$ West, along a line parallel with aforesaid East line of Section 4, a distance of 500.00 feet to a point; run thence North $89^{\circ}21'28''$ West, a distance of 100.00 feet to a point lying 200.00 feet Westerly of, when measured at right angles to, the aforesaid Easterly line of Section 4; run thence South $00^{\circ}38'32''$ West, parallel with the aforesaid East line of said Section 4, a distance of 650.00 feet to a point; run thence South $45^{\circ}38'32''$ West, a distance of 395.98 feet to a point; run thence North $62^{\circ}23'31''$ West, a distance of 639.53 feet to a point; run thence South $60^{\circ}58'59''$ West, a distance of 621.06 feet to a point situate in the South line of aforesaid Section 4; thence North $89^{\circ}59'46''$ West, along said South line of Section 4, a distance of 843.32 feet to a point on the West line of a 30 foot easement as shown on survey by Eiland and Associates (Parcel G); run thence along last said line, the following two (2) courses and distances: Course No. 1 North $53^{\circ}28'08''$ West, a distance of 243.76 feet, Course No. 2 North $00^{\circ}32'18''$ East, a distance of 963.82 feet to a point on the Southerly line of that water treatment plant as shown on the survey by Eiland and Associates; run thence South $89^{\circ}21'28''$ East, along last said line, a distance of 280.00 feet to a point on the Easterly line of aforesaid water treatment plant; run thence North $00^{\circ}32'18''$ East, a distance of 290.00 feet to a point on the North line of that 40 foot easement as shown on survey by Eiland and Associates (Parcel F); run thence South $89^{\circ}21'28''$ East, along last said line, a distance of 2,112.71 feet to a point; run thence South $00^{\circ}38'32''$ West, a distance of 30.00 feet; run thence South $89^{\circ}21'28''$ East, a distance of 40.00 feet to a point lying 200.00 feet Westerly of, when measured at right angles to, the aforesaid East line of said Section 4; run thence North $00^{\circ}38'32''$ East, a distance of 90.00 feet to the POINT OF BEGINNING.

BY-LAWS
OF

SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC.
(a Florida not-for-profit corporation)

ARTICLE I
Name, Principal Office

Section 1. Name. The name of this corporation is: **SAVANNAH GLEN HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation. The corporation is herein referred to as the "Corporation".

Section 2. Principal Office and Additional Offices. The address of the initial principal office of the Corporation is: 1730 Kingsley Ave., Suite E, Orange Park, Florida, 32073. The Corporation may also have an office or offices other than the principal office at such place or places, within or without the State of Florida as the Board may from time to time determine.

ARTICLE II
Seal and Fiscal Year

Section 1. Seal. The seal of the Corporation will have inscribed on it the name of the Corporation, the date of its organization and the words "not for profit" and "corporate seal" or their equivalent.

Section 2. Fiscal Year. The fiscal year of the Corporation will be the calendar year.

ARTICLE III
Members' Meetings

Section 1. Place of Meetings. Meetings of the members will be held at the office of the Corporation or at any other place (within or without the State of Florida) that the Board of Directors or members may from time to time select.

Section 2. Annual Meeting. An annual meeting of the members will be held on the second Tuesday of February of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following that which is not a legal holiday, at the principal office of the Corporation or such other location as is specified in the notice of the meeting. At the annual meeting, the members will elect a Board of Directors and transact such other business as may

be described in the notice of the meeting. If an annual meeting has not been called and held within three (3) months after the time designated for it, any members may call it.

Section 3. Special Meetings. Special meetings of the members may be called by the President; by any member of the Board of Directors, or by the members constituting one-tenth (1/10) or more of the Class A members. The cost of any special meeting called by a member over the objection of the Board of Directors will be borne by the member calling such meeting.

Section 4. Notice of Meetings. Notice of the place, date and hour of holding each annual and special meeting of the members and the purpose or purposes thereof will be given personally or by mail in a postage prepaid envelope, not less than ten (10) nor more than sixty (60) days before the date of such meeting, and if mailed, it will be directed to each member at his address as it appears on the record of members, unless he has filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it will be directed to him at such other address. Any such notice will indicate that it is being issued at the direction of the Board or the President, or whomever has called the meeting. Notice of the meeting may be waived as set forth in Section 5 below. Unless the Board fails to fix a new record date for an adjourned meeting, notice of such adjourned meeting need not be given, if the time and place to which the meeting is adjourned were announced at the meeting at which the adjournment is taken.

Section 5. Waiver of Notice. A member, either before or after a members' meeting, may waive notice of the meeting, in writing, and his waiver will be deemed the equivalent of giving notice. Attendance at a members' meeting, either in person or by proxy, of a person entitled to notice will constitute a waiver of notice of the meeting unless he attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

Section 6. Quorum. At all meetings of the members, members representing thirty percent (30%) of the votes available to be cast (both Class A and Class B membership) must be present in person or by proxy to constitute a quorum for the transaction of business, except as otherwise provided by statute. In the absence of a quorum, members representing the majority of the votes available to be cast (both Class A and Class B membership) present in person or by proxy and entitled to vote may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 7. Organization. At each meeting of the members, the President or a Vice President will act as chairman of the meeting. The Secretary, or in his absence or inability to act, the person whom the chairman of the meeting appoints secretary of the meeting, will act as secretary of the meeting and keep the minutes thereof.

Section 8. Order of Business. The order of business at all meetings of the members will be determined by the chairman of the meeting.

Section 9. Voting.

(1) Except as otherwise provided by statute or the Articles of Incorporation, each member is entitled to vote as follows:

Class A Membership: Each member (except Savannah Glen, Inc.) will be a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot shall be allocated one vote.

Class B Membership: Savannah Glen, Inc. will be the sole Class B member of the Association and will be allocated ten (10) votes for each Lot owned by it. Class B membership will cease on the earlier of: (a) January 1, 2005, OR (b) when Savannah Glen, Inc. no longer owns any Lot, OR (c) upon Savannah Glen, Inc.'s election to terminate Class B membership, which election will be effective upon Savannah Glen, Inc.'s filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed to members.

(2) Except as otherwise provided by statute or the Articles of Incorporation, any corporate action to be taken by vote of the members will be authorized by a majority of the votes cast at a meeting of members. Unless required by statute or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot will be signed by the member voting, or by his proxy, if there be such proxy.

(3) A corporate member, domestic or foreign, may vote through its officer, agent, or proxy designated by the by-laws of the corporate member or, in the absence of any applicable by-law, by such person as the Board of Directors of the corporate member may designate. Proof of such designation may be made by presentation of a certified copy of the by-laws or other instrument of the corporate member. In the absence of any such designation or, in case of conflicting designation by the corporate member, the chairman of the board, chief executive officer, if any, the president, any vice president, the secretary, and the treasurer of

the corporate member will be presumed to possess, in that order, authority to vote.

(4) An administrator, executor, guardian, or conservator may vote, either in person or by proxy, without a transfer of membership into his name. Membership standing in the name of a trustee may be voted by him, either in person or by proxy.

(5) A receiver may vote without the transfer of membership into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

Section 10. List of Members.

(1) The officer or agent having charge of the list of members will make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, with the address of, and the number and class of votes held by each. Such list will be kept on file at the registered office of the Corporation for a period of ten (10) days prior to such meeting and will be subject to inspection by any member at any time during usual business hours. Such list will also be produced and kept open at the time and place of the meeting and will be subject to the inspection of any member at any time during the meeting.

(2) Record ownership of a Lot is prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at any meeting of the members.

(3) If the requirements of this section have not been substantially complied with, the meeting will be adjourned until the requirements are complied with on the demand of any member in person or by proxy.

(4) If, upon the demand of any member made pursuant to subsection (3), the meeting is not adjourned by the officers of the Corporation and the list is not produced, such officers will be liable to any member suffering damage on account of the failure to produce such list, to the extent of such damage.

(5) If no such demand is made, failure to comply with the requirements of this section will not affect the validity of any action taken at such meeting.

Section 11. Inspectors. The Board may, in advance of any meeting of members, appoint one or more inspectors of election to act at such meeting or any adjournment thereof. If the inspectors are not so appointed or if any of them fail to appear or act, the chairman of the meeting will appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, will

take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors will determine the number of members of the Corporation and the number of votes available, the number of votes represented at the meeting, the existence of a quorum, the validity and effect of proxies, and will receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all members. On request of the chairman of the meeting or any member entitled to vote, the inspectors will make a report in writing of any challenge, request or matter determined by them and will execute a certificate of any fact found by them. No director or candidate for the office of director will act as an inspector of an election of directors. Inspectors need not be members.

Section 12. Proxies.

(1) Every member entitled to vote at a meeting of members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy.

(2) Every proxy must be signed by the member or his attorney-in-fact. No proxy is valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy is revocable at the pleasure of the member executing it, except as otherwise provided in this section.

(3) The authority of the holder of a proxy to act will not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or death is received by the corporate officer responsible for maintaining the list of members.

(4) If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 13. Adjournments. Any meeting of members may be adjourned. Notice of the adjourned meeting or of the business to be transacted at the adjourned meeting (other than by announcement at the meeting at which the adjournment is taken) is not necessary. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting will be given in compliance with Section 4 hereof to each member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

ARTICLE IV
The Board of Directors

Section 1. General Powers. The business and affairs of the Corporation will be managed by the Board of Directors (herein the "Board"). The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the members.

Section 2. Number, Qualifications, Election and Term of Office. The number of directors of the Corporation will not be less than three (3) nor more than seven (7). The initial Board is composed of three (3). The members may fix the number of directors from time to time. Any increase in the number of directors will be effective at the time of the next succeeding annual meeting of the members. If there are vacancies in the Board, a decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies. All the directors shall be of full age. Directors need not be members. Except as otherwise provided by statute, the directors will be elected at the annual meeting of the members and at each meeting of the members for the election of directors, the persons receiving a majority of the votes cast at such election will be elected. Each director will hold office until the next annual meeting of the members and until his successor has been duly elected and qualified, or until his death, or until he has resigned, or been removed, as hereinafter provided.

Section 3. Place of Meetings. Meetings of the Board will be held at the principal office of the Corporation or at such other place, within or without the State of Florida, as the Board may from time to time determine or as may be specified in the notice of any such meeting.

Section 4. Annual Meeting. The Board of Directors will meet each year immediately after the annual meeting of the members at the place that meeting has been held to elect officers and consider other business.

Section 5. Regular Meetings. Regular meetings of the Board will be held at such time and place as the Board may fix. If any day fixed for a regular meeting is a legal holiday then the meeting which would otherwise be held on that day will be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given except as otherwise required by statute or these By-Laws.

Section 6. Special Meetings. Special meetings of the Board may be called by the Chairman of the Board, a majority of the directors, or the President.

Section 7. Notice of Meetings. Notice of each meeting of the Board (and of each regular meeting for which notice is required) will be given by the Secretary as hereinafter provided in this Section 7, which notice will state the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting will be mailed, at least five (5) business days before the day on which such meeting is to be held, or will be sent addressed to him at such place by telegraph, cable or wireless, or be delivered to him personally or by telephone, at least forty-eight (48) hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who either before or after the meeting, submits a signed waiver of notice or who attends such meeting without protesting, prior to or at its commencement, the lack of notice to him.

Section 8. Waiver of Notice. A director may waive in writing, notice of a special meeting or annual meeting of the board either before or after the meeting, and his waiver will be deemed the equivalent of giving notice. Attendance of a director at any meeting constitutes waiver of notice of that meeting, unless he attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 9. Quorum and Manner of Acting. A majority of the Board must be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and, except as otherwise expressly required by statute or the Articles of Incorporation, the act of a majority of the directors present at any meeting at which a quorum is present will be the act of the Board. Members of the Board of Directors (or an Executive Committee) will be deemed present at any meeting if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used. In the absence of a quorum at any meeting of the Board, a majority of the directors then present may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting will be given to the directors who were not present at the time of the adjournment and, unless such time and place were announced at the meeting at which the adjournment was taken, to the other directors. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors may act only as a Board and the individual directors have no power as such.

Section 10. Organization. At each meeting of the Board, the Chairman of the Board, if any, or, in his absence, the President will act as chairman of the meeting. The Secretary (or in his absence, any person appointed by the chairman at such meeting who

shall serve as secretary) will act as secretary of the meeting and keep the minutes thereof.

Section 11. Adjournment. A meeting of the Board may be adjourned. Notice of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which the adjournment is taken, will not be necessary. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 12. Resignations. Any director of the Corporation may resign at any time by giving written notice to the Board or the President or the Secretary. Any such resignation will take effect at the time specified therein, or if the time when it is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 13. Vacancies. Any vacancy in the Board may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the members at the next annual meeting thereof or at a special meeting thereof and each director so elected will hold office or the unexpired term of his predecessor.

Section 14. Removal of Directors. Any director may be removed, with or without cause, at any time, by the members at a special meeting thereof. Any director may be removed, with or without cause, by the Board at a special meeting thereof.

Section 15. Compensation. The Board shall have authority to fix the compensation, including fees and reimbursement of expenses of directors, for services to the Corporation in any capacity.

Section 16. Informal Action. If all the directors severally or collectively consent in writing to any action taken, or to be taken by the Corporation, the action will be as valid as though it had been authorized at a meeting of the Board.

**ARTICLE V
Executive Committee**

Section 1. Designation and Organization. The Board may designate an Executive Committee, or one or more other committees, each to consist of one (1) or more of the members of the Corporation. Such committees will consult with and advise the officers of the Corporation in the management of its business. Regular meetings of the committees may be held without notice at such time and place as may be determined by them. At all such meetings, a

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majority of the members will constitute a quorum for the transaction of business. The members of the committees will keep a record of their proceedings and report to the Board. Copies of the minutes will be retained by the Secretary of the Corporation as records of their proceedings. The members of such committees may be paid such compensation as is authorized by the Board.

Section 2. Powers. The committees will have such powers as can be lawfully delegated to them by the Board, subject, however, to the following limitations. No such committee will have the authority to:

(a) approve any actions or proposals that are required under the Corporation's charter or applicable law to be approved by members,

(b) fill any vacancies on the Board or any committee thereof,

(c) amend these Bylaws,

Section 3. Alternates. The Board, by resolution adopted in accordance with Section 1 hereinabove, may designate one or more members as alternate members of any such committee who may act in the place and stead of any absent member or members of any meeting of such committee.

Section 4. Effect on Directors Responsibilities. Neither the designation of any such committee, the delegation of authority to such committee, nor action by such committee pursuant to such authority, will alone constitute compliance by any member of the Board who is not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

ARTICLE VI Officers and Agents

Section 1. Number and Qualification. The officers of the Corporation will include the President, Treasurer and the Secretary and, in the direction of the Board, Chairman of the Board, and one or more Vice Presidents. Any two or more offices may be held by the same person. None of the officers of the Corporation, except the Chairman of the Board, if one is elected, need be a member of the Board. All officers will be elected from time to time by the Board, each to hold office until the meeting of the Board following the next annual meeting of the members, or until his successor has been duly elected and qualified, or until his death, or until he has resigned, or has been removed, as hereinafter provided in these

By-Laws. The Board may from time to time elect to delegate to the President, the power to appoint such other officers (including a Comptroller, one or more Assistant Comptrollers, one or more Assistant Treasurers and one or more Assistant Secretaries) and such agents as may be necessary or desirable for the business of the Corporation. Such other officers and agents will have such duties and hold their offices for such terms as may be prescribed by the Board or by the President.

Section 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board or the President or the Secretary. Any such resignation will take effect at the time specified thereon or, if the time is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 3. Removal. Any officer or agent of the Corporation may be removed either with or without cause, at any time, by the Board at any meeting of the Board, or, except in the case of an officer or agent elected by the Board, by the President.

Section 4. Vacancies. A vacancy in any office may be filled for the unexpired portion of the term of that office in the manner prescribed in these By-Laws for the regular election or appointment of such office.

Section 5. The President. The President will carry on the general and active management of the business of the Corporation and direct and active supervision and direction over all other officers, agents and employees. He will preside over all meetings of the members and the Board and will be an ex officio member of all committees. He will perform all duties incident to the office of President as may from time to time be assigned to him by the Board.

Section 7. Chairman of the Board. The Chairman of the Board, if elected, must be a member of the Board and, if present, will preside at each meeting of the Board. He will keep in close touch with the administration of the affairs of the Corporation, will advise and counsel with the President, and, in his absence, with other executives of the Corporation, and will perform such other duties as may from time to time be assigned to him by the Board.

Section 8. Vice Presidents. Each Vice President, if elected, will perform all such duties as from time to time may be assigned to him by the Board or the President. At the request of the President or in his absence or inability to act, the Vice President designated by the President or the Board will perform the duties of the President, and, when so acting, will have the powers of and be

subject to the restrictions placed upon the President in respect of the performance of such duties.

Section 9. The Treasurer. The Treasurer shall:

- (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;
- (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;
- (c) deposit all monies and other valuables to the credit of the Corporation in such depositories as may be designated by the Board;
- (d) receive and give receipts for monies due and payable to the Corporation from any source whatsoever;
- (e) disburse the funds of the Corporation and supervise the investment of its funds as ordered or authorized by the Board, taking proper vouchers therefor; and
- (f) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board or the President.

Section 10. The Secretary. The Secretary shall:

- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board, the committees of the Board and the members;
- (b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
- (c) be custodian of the records and the seal of the Corporation and affix and attest the seal or the words "corporate seal" or their equivalent to all other documents to be executed on behalf of the Corporation under its seal;
- (d) see that the books reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and
- (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board or the President.

Section 11. Officers' Bonds or Other Security. If required by the Board, any officer of the Corporation will give a bond or

other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board may require.

Section 12. Compensation. No officer or director will receive compensation for his services as such officer or director.

Section 13. Delegation of Duties. Whenever an officer is absent or whenever for any reason the Board may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

ARTICLE VII
Contracts, Checks, Drafts, Bank Accounts, Etc.

Section 1. Execution of Contracts.

(a) Except as otherwise required by statute, the Articles of Incorporation or these By-Laws, any contract or other instrument may be executed and delivered in the name and on behalf of the Corporation by the President or Vice President of the Corporation. The Board may authorize any other agent or agents to execute and deliver any contract or other instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances as the Board may determine.

(b) The Corporation may execute instruments conveying, mortgaging or affecting any interest in its lands by instruments sealed with the common or corporate seal or the words "corporate seal" or their equivalent and signed in its name by its President or any Vice President. Satisfactions or partial releases of mortgages and acquittances for debts may be similarly executed by such officers. No corporate resolution need be recorded to evidence the authority of the person executing the deed, mortgage, or other instrument for the Corporation, and an instrument so executed will be valid whether or not the officer signing for the Corporation was authorized to do so by the Board in the absence of fraud in the transaction by the person receiving it. In cases of fraud, subsequent transactions with good faith purchasers for value and without notice of the fraud shall be valid and binding on the Corporation.

Section 2. Checks, Drafts, Etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation will be signed in the name and on behalf of the Corporation by any officer or other employee of the Corporation designated by the Board.

Section 3. Deposits. All funds of the Corporation not otherwise employed will be deposited from time to time to the

credit of the Corporation in such banks, trust companies or other depositories as the Board may from time to time designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be given. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation.

Section 4. General and Special Bank Accounts. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-Laws, as it may deem expedient.

Section 5. Distribution of Assets Upon Dissolution of Corporation. Upon the voluntary or involuntary dissolution, liquidation, distribution of assets or winding up the Corporation, after distribution to creditors, all of the remaining assets of the Corporation, of any nature and kind, will be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

**ARTICLE VIII
Contracts with Directors and Officers**

No contract or other transaction between the Corporation and any other corporation and no other act of the Corporation will, in the absence of fraud, in any way be affected or invalidated by the fact that any of the directors or officers of the Corporation are directors, officers or stockholders of such other corporation or are pecuniarily or otherwise interested in such other corporation or in such contract or other transaction or in such act of the Corporation. Any director of the Corporation individually, or any firm or association of which any director may be a member, or any corporation of which he may be a director, officer or stockholder, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation, provided that the fact he, individually, or such firm, association or corporation in such a party, or is so interested, is disclosed or known to the Board or a majority of its members. Any director of the Corporation who is also a director or officer of another corporation or who is interested individually, or is a member of any firm or association or is a director, officer or stockholder of any corporation which is a party to such contract or other

transactions, or is so pecuniarily or otherwise interested, may be counted in determining the existence of a quorum at any meeting of the Board which authorizes that contract or transactions, and may vote to authorize or ratify any such contract or transaction, with like force and effect as if he were not so interested. Any director of the Corporation may vote upon any contract or other transaction between the Corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a director, officer or stockholder of such subsidiary or affiliated corporation.

No transaction between the Corporation and any of its members will, in the absence of fraud, be invalidated or otherwise affected by the fact that such members are pecuniarily or otherwise interested in such contract or other transaction.

**ARTICLE IX
Indemnification**

The Corporation hereby indemnifies its directors and officers and their heirs, executors and administrators to the full extent permitted by §517.0831, Florida Statutes, as hereafter amended.

**ARTICLE X
Amendments**

These By-Laws may be amended or repealed, or new By-Laws may be adopted, at any annual or special meeting of the members, by vote of the members; provided, however, that the notice of such meeting provides notice that amendment or repeal of these By-Laws, or the adoption of new By-Laws, is one of the purposes of such meeting.

HUD/VA has the right to veto amendments to these Bylaws for so long as there is a Class B membership.

**ARTICLE XI
Loans**

No loans may be contracted on behalf of the Corporation, and no evidences of indebtedness may be issued in its name, unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

**ARTICLE XII
Loans to Officers**

The Corporation may not lend money to, guarantee any obligation of, or otherwise assist any officer of the Corporation, or of a subsidiary, including any officer who is a director of the Corporation.

**ARTICLE XIII
Deadlock**

Should deadlock, dispute or controversy arise among the members or directors of the Corporation in regard to matters of management and policy or matters arising under the provisions of the Articles of Incorporation, and should the deadlock continue for a period in excess of thirty (30) days, the matter will be submitted to arbitration. Should the members or directors be unable to agree as to the scope of this provision or the application of this provision to the deadlock, dispute or controversy at issue, the scope and applicability of this provision will be determined by the arbitrator. Notice will be given by the objecting or dissenting member(s) or director(s) that such deadlock exists within fifteen (15) business days of such deadlock, by certified mail, postage prepaid, addressed to the remaining director(s) and member(s) at the addresses listed on the corporate books. The members or directors, as the case may be, will then select an arbitrator. The members reserve the right to replace the arbitrator by unanimous vote.

Should the members be unable to select an arbitrator or a successor arbitrator, the deadlock will be resolved in accordance with the Florida Arbitration Code, Section 682 of the Florida Statutes.

The decision of the arbitrator will be final and binding upon all parties. The members will vote the arbitrator directs.

To enforce these provisions, the arbitrator may obtain an injunction from a court having jurisdiction to direct the members to vote as the arbitrator has determined.

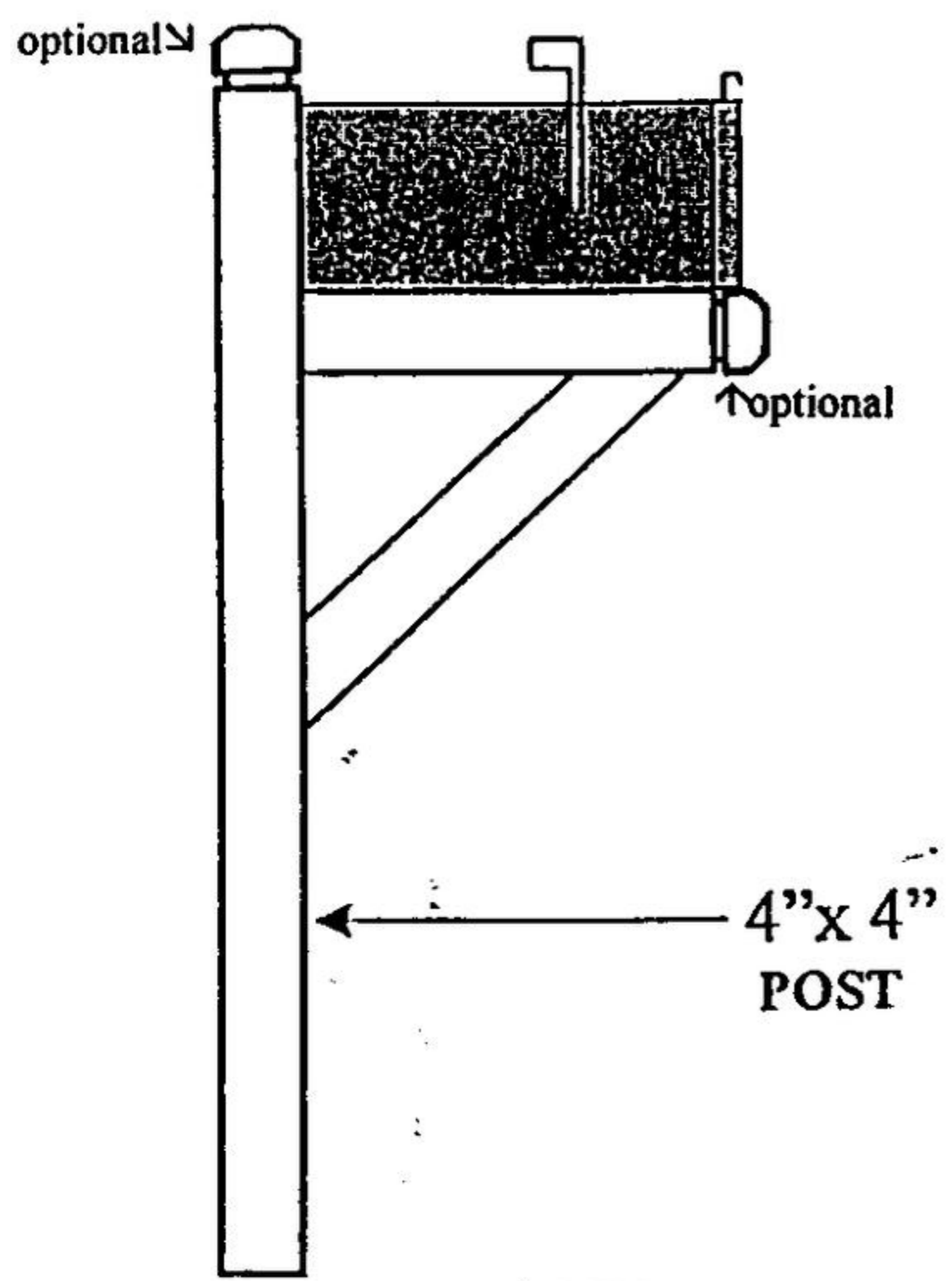
After arbitration and settlement, should matters in controversy continue to arise, the arbitrator may determine when arbitration no longer is reasonable to resolve the deadlock, and the parties may seek judicial relief.

ADOPTED ON _____, 1997.

President of SAVANNAH GLEN HOMEOWNERS'
ASSOCIATION, INC.
(a Florida not-for-profit corporation)

Exhibit "E"

Mail Box Requirements



- Wood Type:** Pine pressure treated
Cypress rough sawed
Cedar rough sawed
- Wood Color:** Natural (unpainted), or
Painted same color(s) as house
- Mailbox Color:** Black, or
Painted same color(s) as house

**ANY DEVIATION FROM THESE MAIL BOX REQUIREMENTS MUST HAVE THE APPROVAL OF THE ARCHITECTURAL REVIEW BOARD.*