

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ASHFORD
(WINDSOR PARKE - UNIT FIVE)

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This Declaration of Covenants is made this 26th day of August, 1993 by Essex Windsor Parke-II L.P., a Delaware limited partnership, having an address at 6900 Southpoint Drive, North, Jacksonville, Florida 32216 (the "Declarant").

RECITALS

Whereas, Declarant is the owner of the real property known as Ashford, Unit Five, according to the plat thereof recorded in the Public Records of Duval County, Florida herein referred to as the "Property"; and

Whereas, Declarant desires to establish an association of owners within the Property which will maintain the property owned by such association and such other property as set forth in this Declaration, including property lying within the rights-of-way or easements owned by or dedicated to the City of Jacksonville, Florida and serving the residents of the Property and not being maintained by the City; and,

Whereas, the Property is subject to a recorded instrument entitled Declaration of Covenants, Conditions and Restrictions for Windsor Parke which instrument imposes upon the Property certain covenants running with the land; and,

Whereas, Declarant desires to supplement said covenants by the imposition of the additional covenants herein contained;

Now therefore, Declarant, in consideration of the premises and the covenants herein contained, and for the purpose of preserving the value and maintaining the desirability of the Property for the benefit of all owners of portions of the Property, hereby declares that the Property shall be subject to the covenants, restrictions, easements, reservations and liens herein established, which shall be covenants running with the land and which shall be binding upon and inure to the benefit of Declarant and its successors and assigns.

W I T N E S E T H

ARTICLE I

DEFINITIONS

1.1 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article V hereof.

1.2 "Architectural Criteria" means the Regulations from time to time adopted by the A.R.C. and approved by the Board of Directors pertaining to construction standards for improvements constructed within the Property.

1.3 "Association" means the Ashford Association, Inc., a Florida not-for-profit corporation established for the purposes set forth herein, its successors and assigns.

1.4 "Board" or "Board of Directors" means the Association's Board of Directors.

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1.5 "Club Property" means the real property described in the Master Declaration as the Club Property, which is known as the Windsor Parke Golf & Country Club.

1.6 "Common Areas" means all real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.7 "Common Maintenance Areas" means the Common Areas, if any, and the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas lying within public or private easements or rights-of-way, the maintenance of which has been designated by the Board of Directors of the Association as an Association responsibility for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the residents.

1.8 "Declarant" means Essex Windsor Parke-II L.P., a Delaware limited partnership, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

1.9 "Declaration" means this Declaration of Covenants and Restrictions For Ashford (Windsor Parke Unit Five) and any amendments and annexations thereto.

1.10 "Golf Front Lot" means any Lot which has frontage on or common boundaries with the Club Property.

1.11 "Legal Documents" collectively means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

1.12 "Lakefront Lots" means all Lots containing within the lot lines a portion of a lake or pond within the Property, or having frontage on or common boundaries with a lake or pond.

1.13 "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof.

1.14 "Lot" means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designated thereon as a lot, excluding any areas designated as Common Areas or for utilities or drainage uses or dedicated to public use.

1.15 "Master Association" means the Windsor Parke Property Owners Association, Inc., a Florida not for profit corporation, as described in the Master Declaration.

1.16 "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Windsor Parke recorded in Official Records Volume 1749, Page 1141 of the Public Records of Duval County, Florida and any amendments and annexations thereto. The "Master Declarant" is the Declarant under the Master Declaration.

1.17 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for

performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.18 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

1.19 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Declarant is an Owner as to each Lot owned by the Declarant.

1.20 "Person" means any person or entity having legal capacity.

1.21 "Plat" means that subdivision plat of Windsor Parke Unit Five recorded in Plat Book ____, pages ____ of the Public Records of Duval County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.22 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.23 "PUD Ordinance" means Ordinance #86-749-660 of the City of Jacksonville, Florida setting forth the criteria for the Windsor Parke Planned Unit Development, as amended from time to time.

1.24 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents, including the Architectural Criteria.

1.25 "Unit" means any residential dwelling situated upon any Lot.

1.26 "Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Units except when constructed by Declarant. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

ARTICLE II

Ashford Association, Inc.

2.1 Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant who owns Lots or Units that have never been occupied and who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership not more than one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or seven (7) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of 7 years from the date of conveyance of the first Lot if additional Lots owned by Class B member are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Declaration.

(c) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association, and such suspension shall apply to the proxy authority of the voting representative, if any.

2.3 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner and by Declarant, so long as Declarant is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable uniform charge for such copies and certification. The Declaration, Articles, and By-Laws must be available for inspection by any Owner or the Declarant at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

2.4 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Declarant for so long as the Declarant is a member of the Association.

2.5 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

2.6 Assessments Established. For each Lot within the Property, Declarant covenants, and each Owner by acceptance of a

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deed or other conveyance of record title to a Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association, an annual maintenance assessment, special assessments including special assessments for property taxes levied and assessed against the Common Areas, specific assessments against a particular Lot that are established pursuant to any provisions of the Legal Documents (all as hereinafter described), and all taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

2.7 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

(i) Until January 1 of the year immediately following the recording of this Declaration, the maximum annual maintenance assessment shall be Sixty Dollars (\$60.00) for each fully assessable Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner other than Declarant and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that the maximum annual maintenance assessment may not be increased more than five percent (5%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. A quorum of sixty percent (60%) of the Association's membership shall be required at such meeting. If that quorum requirement is not met, a second meeting may be called at which the quorum shall be thirty percent (30%) of the membership. The amount of the annual maintenance assessment shall be fixed by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the recording of this Declaration. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending its operation to such additional lands. The first

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annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot to an Owner (excluding transfer to the Declarant or Persons in the business of constructing improvements on Lots for resale purposes), the transferee shall pay to the Association a working capital contribution equal to two months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each transferor agrees to collect the working capital contribution at the closing of the sale to such Owner and to promptly pay the same to the Association. The Association may at any time utilize these contributions for any purpose permitted by the Legal Documents, including normal operating expenses.

2.8 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

2.9 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments other taxes, if any, levied on the Common Areas, and shall assess each Owner for the cost thereof as provided in paragraph 2.7 hereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

2.10 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due.

2.11 Uniformity of Assessments. The annual maintenance assessment and any special assessments must be uniform throughout the Property, except that any Lot owned by Declarant and which is not being occupied as a residence is exempt from the annual maintenance assessments and special assessments; provided that Declarant shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Declarant, and the total expenses of the Association during the applicable period. Declarant shall be obligated to fund such deficits only as they are actually incurred by the Association. The Declarant shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Declarant is no longer entitled to elect a majority of the

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Board of Directors of the Association. Thereafter, the Declarant shall pay an annual maintenance assessment amount attributable to any Lots then owned by Declarant and which are not being occupied as a residence at one-half (1/2) the rate assessed against Lots owned by Owners other than Declarant. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Declarant may assign this exemption in whole or in part in any Person who acquires two or more Lots for construction and resale of Units. Upon transfer of title of an exempt Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing on the first day of the month following the date of transfer of title.

2.12 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

2.13 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

2.14 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date, at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed,

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or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner, but for purposes of resale only.

2.15 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

ARTICLE III

GENERAL POWERS AND DUTIES OF
BOARD OF DIRECTORS OF THE ASSOCIATION

3.1 Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Maintenance Areas.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(f) Workers compensation insurance to the extent necessary to comply with any applicable laws.

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(g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

3.2 Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas and the Common Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of common recreational areas, if any, during certain periods by minors, visitors or otherwise).

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damaged property or replace lost property, and if proceeds are insufficient to repair damages or replace lost property, to assess the Owners proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

3.3 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE IV
COMMON AREAS

4.1 Title to Common Areas and Owner's Easements of Enjoyment. The Declarant will convey or cause to be conveyed to the Association, the title to the Common Areas, at such time as in its sole discretion it deems appropriate, but not more than one year following substantial completion of construction of the improvements located thereon or the time the United States Department of Housing and Urban Development insures any First Mortgage on a Unit, whichever shall first occur. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Dedication-Mortgage. The Association's right to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. Such dedication, transfer or mortgage must be approved by at least two-thirds (2/3) of each class of members at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida. Further, such dedication, transfer or mortgage shall be subject to any easement for ingress or egress previously granted to an Owner or required by an Owner for access to a Unit.

(b) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.

(c) Legal Documents. The provisions of the Legal Documents and all matters shown on any plat of all or part of the property.

(d) Suspension. The right of the Association to suspend the right of use of the Common Areas (except private streets or rights-of-way providing access to Lots) and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or the Legal Documents.

(e) Easements. The right of the Declarant and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for Utilities or drainage across all or any part of the Common Areas.

(f) General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

The foregoing easement is limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

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4.2 Association to Hold. The Association shall own all Common Areas and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

4.3 Liability Insurance. From and after the date on which title to any Common Areas vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. This requirement may be satisfied by being named as an additional insured under the insurance policies of the Master Association.

4.4 Condemnation. In the event of condemnation or a sale in lieu thereof all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

4.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Regulations.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Review Committee. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three or more persons who need not be Owners. The A.R.C. may retain the services of an architect or landscape architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of a) the sale by Declarant of all the Lots in the Property or b) ten (10) years from the date this Declaration is recorded. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any reference in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the

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Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses as determined by the A.R.C. shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

5.2 A.R.C. Authority. Unless the Declarant is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations (the "Architectural Criteria") in connection with the foregoing; provided, however, such rules and regulation: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

5.3 A.R.C. Approval. Except for all construction relating to the Work and items installed by Declarant as part of the Work, no building, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added on to upon any portion of the Property without the prior written consent of the A.R.C. The foregoing requires the A.R.C.'s prior approval for any and all construction, changes (including color changes), alterations, additions, reconstruction, improvements, or of any nature whatsoever on any Lot or to the exterior of a Unit within the Property unless any structure, use, or activity is expressly permitted by the Architectural Criteria.

5.4 Submission of Plans. Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the A.R.C. a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the A.R.C. for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

5.5 Plan Review. Upon receipt by the A.R.C. of all of the information required by this Article V, it shall have 14 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the A.R.C.: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; and (iv) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement [twelve (12) months for the

construction of a complete house]. In the event that the A.R.C. fails to issue its written approval within fourteen (14) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the A.R.C.'s approval shall be deemed to have been granted without further action. All approvals shall terminate in one year.

5.6 Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the A.R.C. The A.R.C., the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

5.7 Inspection. The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the Owner to correct the non-compliant items.

5.8 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association neither the Declarant, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld. The Association shall defend any action brought against the A.R.C. or any member thereof arising from acts or omissions of the A.R.C. committed in good faith and without malice.

5.9 Address for Notice. Requests for A.R.C. approval or correspondence with the A.R.C. shall be addressed to Ashford Architectural Review Committee and mailed or delivered c/o Group IV Properties, Inc., 6900 Southpoint Drive, North, Suite 230, Jacksonville, Florida 32216 in Duval County, Florida, or such other address as may be designated from time to time by the A.R.C. No correspondence or request for approval shall be deemed to have been received until actually received by the A.R.C. in form satisfactory to the A.R.C.

ARTICLE VI

EASEMENTS

6.1 Utility Easements. The Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property owned by Declarant for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of

Class B membership, the Association shall have the right to grant the easements described herein.

6.2 Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves a blanket easement on, over and under the ground within the Property (except at the location of approved Units and paved driveways) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property. Upon cessation of Class B membership, the Association shall have the right to exercise the easements described herein.

6.3 Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

6.4 Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonable necessary for the property maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed as a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

6.5 Drainage Easements. Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded subdivision plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

ARTICLE VII

USE AND OCCUPANCY

7.1 Residential Use. All Lots and dwellings shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with the prior written consent of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period.

7.2 Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion.

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Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

7.3 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or lessee of a Unit, members of their family, their servants and nonpaying social guests. Entire units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner must notify the Association in writing within ten (10) days of commencement of a lease, of the name of the tenant, the term of the lease, and the forwarding address of the Owner. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit. No lease may be for a period of less than six months without the approval of the Association.

7.4 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that caged birds and other common household pets may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. Dogs must be leashed or kept within enclosed areas at all times. All pets are prohibited from the recreational facilities, if any, located on the Common Area. Pets are prohibited from the Club Property at all times.

7.5 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, must be approved by the A.R.C. and shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit, or in refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

7.6 Sewage Disposal and Water Service. All potable water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system providing service to the Property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C., and then only for the purpose of providing landscape irrigation. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems or swimming pools shall be discharged into the wetlands, canals or lakes. There is a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water, drainage and sewage facilities.

7.7 Signs and Mailboxes. No sign of any kind shall be displayed to public view within the Property except customary address signs approved by the A.R.C., and an approved lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the A.R.C.'s Regulations. The size, design and color of all mailboxes and the supporting structures must be approved by the A.R.C. and must comply with Postal Service regulations.

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7.8 Window Coverings and Air Conditioners. Without the prior written approval of the A.R.C., no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from the street and other lots by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

7.9 Wetlands.

(a) General. Only the Club Property Owner or the Master Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the City of Jacksonville, Florida, the Master Association shall have the sole and absolute right to control the water level and quality of such lakes and wetlands and to control the growth and eradication of plants, animals, fish and fungi in any such lakes and wetlands. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Master Association. No docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments.

(b) Recreational Use. No swimming, bathing, boating or similar activity is permitted in any lake or wetland.

(c) Governmental Permits. Reference is made to the St. Johns River Water Management District ("SJRWMD") Permit No. 4-031-0307 and subsequent surface water management permits issued by SJRWMD for Windsor Parke. No construction of improvements and no dredging or filling activities are permitted waterward of the jurisdictional limit lines as shown on the plat and plans submitted to SJRWMD in connection with said permit, as amended and supplemented, (copies of which are on file in the offices of the St. Johns River Water Management District) except as allowed by said permit and as may be allowed by future permits. The foregoing provisions may be enforced by the SJRWMD and may not be amended without the approval of the SJRWMD.

7.10 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association nor unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

7.11 Construction Standards. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit approved in writing by the A.R.C. in accordance with the procedures described in Article VIII hereof.

All exterior materials and appearances must be approved by the A.R.C. Exposed concrete block is prohibited. Similar exterior elevations will not be permitted on Lots immediately adjacent or across from each other.

7.12 Size and Minimum Floor Elevation Limitations. The Units constructed on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Minimum floor elevations must comply with Hill, Boring and Associates, Inc. Neighborhood Drainage dated March, 1989, which is on file at the Association's office. Units shall have a minimum square footage of One Thousand Three Hundred Fifty (1350) square feet of interior living area, exclusive of garages, porches and patios. Total ground coverage shall not exceed thirty-five percent (35%) of the Lot surface area.

7.13 Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, except that children's play structures may be located in the rear yard of Lots that are not Golf Front or Lake Front Lots without A.R.C. approval. Swimming pools must be located behind the Unit with the pool walls not closer than four feet to a line extended from and aligned with the side walls of the Unit, and any pool enclosures may not extend beyond that line. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

7.14 Landscaping. In connection with the construction of improvements on any vacant Lot, complete landscaping plans must be submitted and approved with the plans and specifications for construction of the Unit in accordance with the procedures described in Article V hereof. All landscaping plans must include a minimum expenditure established from time to time by the A.R.C. for landscaping plants (exclusive of sod, fill dirt, grading, mulch, irrigation systems and design fees). Applicable water management permits require irrigation systems to be supplied by shallow wells. If an automatic underground sprinkler system is to be installed, the plans must include the location of the shallow well and details on the pumping system and irrigation system. No hardwood trees of six (6) inches or more in diameter or softwood trees of eight (8) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C., unless, as to hardwoods, located within five (5) feet, and as to softwoods within ten (10) feet, of an approved building site for a Unit or within the area of an approved driveway. Siting of Units and other improvements on Lots shall be done to preserve specimen hardwood trees whenever possible. Any Person removing trees in violation of this covenant shall pay to the Declarant (or the Association following transfer of control of the Board of Directors from Declarant) a stipulated liquidated damage sum of \$30.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$5,000 for any Lot. No hedges or hedge like grouping of plants exceeding four (4) feet in height shall be permitted without the written approval of the A.R.C. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. The lake banks of all Lakefront Lots must be sodded and irrigated with automatic sprinkling systems and irrigation from top of bank to the water's edge. The rear twenty (20) feet of Golf Front Lots shall not be cleared of any trees or shrubs, except that palmetto plants may be removed with A.R.C. approval.

7.15 Fences.

(a) General. All fences and walls must be approved by the A.R.C. prior to installation or modification. In general, fences and walls, are discouraged that define property lines. Hedges or dense vegetation is the preferred method for privacy screening. No fence or wall may exceed six feet in height. No chain link, barbed wire or other forms of wire fences are permitted. Decorative wrought iron or other metal fences when used to surround pools may be approved by the A.R.C. No fence, except decorative wrought iron or aluminum fences approved by the A.R.C., may be erected on any Lot adjoining a golf course or lake.

(b) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

7.16 Setback Lines. To assure that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot and to preserve specimen hardwood trees, the A.R.C. shall have the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots, subject to compliance with zoning regulations. Except in instances of irregular Lot configurations or when there is a special hardship, the A.R.C. shall not approve set-backs less than twenty (20) feet from the front lot line, fifteen (15) feet from side street lot lines, five feet (5) for side lot lines (subject to an aggregate separation of not less than fifteen (15) feet between Units), and twenty (20) feet from rear lot lines or the top of the bank for Lakefront Lots. Declarant reserves the right to establish specific setback lines applicable to any unsold Lots in the Property by limitations shown on the Plat or by recorded document.

7.17 Parking Restrictions and Garages.

(a) Parking. Unless and until the Association promulgates Regulations expressly authorizing the parking, storage, or repair, of boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit or in the driveway. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. No part of the Common Areas or of the public right-of-ways shall be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph.

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(b) Garages. No garage shall be permanently enclosed or converted to another use. All Units must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of three hundred sixty (360) square feet of usable space appropriate for the parking of Permitted Vehicles. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrances shall face toward the side or rear of the Lot wherever possible.

(c) Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the A.R.C. as part of the plans and specifications.

7.18 Alterations, Modifications and Maintenance of Exteriors. An Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior of his Unit including driveways and parking areas, nor make any additions to the exterior of his Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same style, color and of equal or greater quality as originally constructed in accordance with approved plans and specifications.

7.19 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot.

7.20 Declarant's Signs. Signs or billboards may be erected by the Declarant.

7.21 Political Signs. Not more than two (2) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidate or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 30 days in advance of the election to which they pertain and are removed within 7 days after the election.

7.22 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from the Club Property, adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the A.R.C. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

7.23 Club Property. The golf course adjacent to the Property (identified herein as the Club Property) is not a part of the Common Areas and is not available for use by residents, guests or visitors of the Property, unless such persons have registered with the golf course office and paid all applicable fees. No walking, bicycle riding, jogging, skating, pet walking or other activities are permitted on the Club Property at any time.

ARTICLE VIII

OPERATION AND EXTENSION

8.0 Effect Upon Additional Lands. With respect to the Additional Lands, if any, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. Declarant agrees that all extensions shall be in accordance with the general plan of development established by

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this Declaration and the PUD Ordinance. Declarant or any person to whom Declarant has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before fifteen years from the date this Declaration is recorded, then the Declarant, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

8.1 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of two-thirds (2/3) of each class of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE IX

GENERAL PROVISIONS

9.0. Enforcement.

(a) Rights of Declarant and Association. Declarant reserves the right for the Declarant or the Association, following ten (10) days written notice to the Owner of the Lot specifying a violation of the Legal Documents, to enter upon any Lot to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Declarant or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Declarant or the Association on demand the actual cost of such enforcement plus twenty (20%) percent. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Declarant or the Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or upon giving the Owner thirty (30) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien.

(b) Legal Proceedings. The Declarant, the Association, or the Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or the Declarant is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Declarant or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such nonprevailing Owner. In no event may such costs and expenses be recovered against the Association or Declarant, unless otherwise provided by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Articles entitled "Covenant for Assessments".

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(c) No Waiver. Failure by the Declarant, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Declarant or the Association to any Owner or any other Person.

9.1 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

9.2 Amendment.

(a) Declarant. The Declarant reserves and shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person except the Master Declarant: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or the Plat; or (iii) to comply with the requirements of any Law affecting the Property.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of the voting interests in the Association. No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

9.3 Other Approvals. All of the following actions require the prior approval of the Declarant and the Master Declarant (for so long as Declarant owns any Lots for sale in the ordinary course of business) and the holders of sixty-seven percent (67%) of the First Mortgagees within the Property and, as the same may be required while there is a Class B membership, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas; and (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of additional lands or extension of the provisions of this Declaration to lands other than the Additional Lands.

9.4 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure

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encroaches upon any set-back or easement area or the Common Area, Declarant reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the set-back or easement area or the Common Areas without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Declarant, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

9.5 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

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

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

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

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

9.6 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Declarant and any Person designated by Declarant in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

9.7 Assignment. Declarant may assign to any Person, including Persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to developer in

OFFICIAL RECORDS

connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 9.6 hereof. Any such assignment shall be non-exclusive unless otherwise notes, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

9.8 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

9.9 Notices. Any notice required to be sent to any Owner, or the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above.

Signed, sealed and delivered in the presence of:

WITNESSES:

ESSEX WINDSOR PARK-II L.P.
a Delaware limited partnership

By: ESSEX PARTNERS, INC.
a New York corporation,
General Partner

By: [Signature]

Print Name John E. Mooney

Title: _____ President

Print Name _____

Print Name _____

STATE OF New York
COUNTY OF Livingston

The foregoing instrument was acknowledged before me this 6th day of July, 1993 by John E. Mooney, the President President of Essex Partners, Inc., a New York corporation and general partner of Essex Windsor Parke-II L.P., a Delaware limited partnership, on behalf of the corporation and the partnership.

Mary S. Cott
Notary Public, State of New York
Print Name Mary S. Cott, 7/31/94
My Commission Expires:

NOTARY PUBLIC
STATE OF NEW YORK
LIVINGSTON COUNTY
COMMISSION EXPIRES 7/31/94

Personally known X or produced identification _____.
Type of identification: _____

OFFICIAL RECORDS

[Signature]

Print Name DUNCAN O. BOWMAN

[Signature]

Print Name LYAN THURSTON

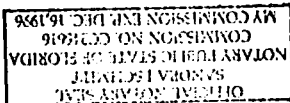
By: WINDSOR PARKE DEVELOPMENT LIMITED PARTNERSHIP, a Florida limited partnership, General Partner

By: AMNED PROPERTIES, INC. General Partner

By *[Signature]*
Gus Sankers, President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of August, 1993 by Gus Sankers, the President of Amned Properties, Inc., a Florida corporation and general partner of Windsor Parke Development Limited Partnership, a Florida limited partnership and a general partner of Essex Windsor Parke-II L.P., a Delaware limited partnership, on behalf of the corporation and the partnerships.



[Signature]
Print Name: Sandra J. Schmidt
Notary Public, State of Florida
At Large

My Commission expires: 12/16/93

Personally known or produced identification _____. Type of identification: _____

Print Name _____

Print Name _____

JOHN E. MOONEY,
General Partner

By: *[Signature]*
John E. Mooney

STATE OF New York
COUNTY OF Livingston

The foregoing instrument was acknowledged before me this 6th day of July, 1993 by John E. Mooney, general partner of Essex Windsor Parke-II L.P., a Delaware limited partnership, on behalf of the limited partnership.

Notary Public, State of New York
Livingston County
Commission Expires 7/31/94

[Signature]
Notary Public, State of Florida
Print Name _____
My Commission Expires: _____

Personally known or produced identification _____. Type of identification: _____

July 23, 1993
WP-Ash-5.Dec

CAPTION

A PART OF SECTIONS 2 AND 11, TOWNSHIP 3 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CORNER COMMON TO SECTIONS 1, 2, 11, AND 12, OF SAID TOWNSHIP AND RANGE; THENCE NORTH 01°35'00" WEST, ALONG THE LINE DIVIDING SECTION 1 FROM SAID SECTION 2, A DISTANCE OF 402.22 FEET; THENCE SOUTH 88°25'00" WEST, A DISTANCE OF 2203.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°17'54" WEST, ALONG THE NORTH-WESTERLY RIGHT OF WAY LINE OF WINDSOR PARK DRIVE WEST, AS SHOWN ON THE PLAT OF WINDSOR PARKE UNIT TWO, AS RECORDED IN PLAT BOOK 46, PAGES 59, 59A THROUGH 59D, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, A DISTANCE OF 760.11 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING SOUTH 70°26'18" WEST, AN ARC DISTANCE OF 36.77 FEET AND A CHORD DISTANCE OF 33.55 FEET TO A POINT OF REVERSE CURVATURE, SAID POINT BEING AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SUTTON PARK DRIVE NORTH, AS SHOWN ON THE PLAT OF WINDSOR PARKE UNIT ONE, AS RECORDED IN PLAT BOOK 46, PAGES 58 AND 58A, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SUTTON PARK DRIVE NORTH THE FOLLOWING FIVE COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1305.00 FEET, A CHORD BEARING NORTH 67°48'42" WEST, AN ARC DISTANCE OF 17.77 FEET AND A CHORD DISTANCE OF 17.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (2) NORTH 68°12'06" WEST, A DISTANCE OF 357.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3550.00 FEET; (3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING NORTH 70°42'06" WEST, AN ARC DISTANCE OF 309.80 FEET AND A CHORD DISTANCE OF 309.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (4) NORTH 73°12'06" WEST, A DISTANCE OF 149.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTH-EASTERLY HAVING A RADIUS OF 30.00 FEET; (5) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING NORTH 28°12'06" WEST, AN ARC DISTANCE OF 47.12 FEET AND A CHORD DISTANCE OF 42.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF HODGES BOULEVARD (COUNTY ROAD NO. 3888) A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE NORTH 16°47'54" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 397.60 FEET; THENCE SOUTH 73°12'06" EAST, A DISTANCE OF 507.96 FEET; THENCE NORTH 87°26'02" EAST, A DISTANCE OF 185.33 FEET; THENCE NORTH 68°05'17" EAST, A DISTANCE OF 385.48 FEET; THENCE SOUTH 61°42'06" EAST A DISTANCE OF 58.17 FEET TO THE POINT OF BEGINNING.

93 - 0111683

FILED AND RECORDED
 IN PUBLIC RECORDS
 OF DUVAL COUNTY FLA.

93 SEP -1 PM 1:59

RECORDED & INDEXED

Theresa J. [Signature]

CLERK OF CIRCUIT COURT

Return to: (enclose self addressed stamped envelope)

Name: Fannie L. Holland.

Address: 1629 E. 12th St.
32206

This instrument Prepared by:

Address:

POWER OF ATTORNEY PG 1977
Vol. 7652

FINANCIAL FIRMING INC

OFFICIAL RECORDS

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Power of Attorney

Know All Men By These Presents:

That I, Bessie Lee Martin

has made, constituted and appointed, and by these presents do make, constitute and appoint
Fannie Lou Holland true and
lawful attorney for me and in my name, place and stead to sign my name on
all documents requiring my signature, including, but not limited to,
cashing checks and deposits of checks

93-0111684
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

93 SEP -1 PM 2:00
RECORDED
Theresa P. Hill
CLERK OF CIRCUIT COURT

giving and granting unto Fannie Lou Holland said attorney full power
and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and
about the premises as fully, to all intents and purposes, as she might or could do if personally
present, with full power of substitution and revocation, hereby ratifying and confirming all that

Fannie Lou Holland said attorney or
her substitute shall lawfully do or cause to be done by virtue hereof.

In Witness Whereof, I have hereunto set her hand and seal the 19th
day of August, in the year one thousand nine hundred and Ninety-three

Signed, sealed and delivered in the presence of:

Gloria Hamilton
Witness Signature
Gloria Hamilton
Printed Name
Betsy L. Holland
Witness Signature
BETSY L. HOLLAND
Printed Name

Bessie Lee Martin
Signature
Bessie Lee Martin
Printed Name
Post Office Address

STATE OF Florida
COUNTY OF Duval

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

Bessie Lee Martin

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that
executed the same, that I relied upon the following form of identification of the above-named person:
and that an oath (was/was not) taken.

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this
19th day of August, A.D. 1993

George A. Spencer
Notary Signature
George A. Spencer
Printed Notary Signature
NOTARY SEAL
OFFICE OF FLORIDA
NOTARIES
MY COM. EXPIRES 12/31/97