

**DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS OF EAST HAMPTON**

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**This instrument prepared by and
after recording should be returned to:**

James Mancuso
James Mancuso & Associates, P.A.
555 Winderley Place, Suite 129
Maitland, Florida 32751

5 min returns 733-7300

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF EAST HAMPTON**

THIS DECLARATION is made and entered into this 9 day of June, 1997 by Pulte Home Corporation, a Michigan corporation, hereinafter referred to as "Declarant".

RECITALS:

A. Declarant is the owner of certain property located in the City of Jacksonville, Duval County, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

B. Declarant intends to develop the Property into a community to be known as East Hampton.

C. At the time of the recordation of the plat for East Hampton Unit 1, Declarant shall encumber the Property with these covenants and restrictions and be bound to these regulations and other Governing Documents (as hereinafter defined).

D. The Property and each Lot (as defined in Article I) shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

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

ARTICLE I
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit C.

Section 2. "Association" shall mean and refer to East Hampton Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association elected in accordance with the Bylaws.

Section 4. "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board, as same may be amended from time to time, a copy of which is attached hereto as Exhibit D.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area includes, but is not limited to, parking areas, sidewalks, paths, entryways, swale areas, and open areas in the Common Area. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Tracts A, B, C, D, E, F, G, I and J of East Hampton Unit 1, according to the Plat thereof, as recorded in Plat Book 51, Pages 31 through 31H inclusive, Public Records of Duval County, Florida.

Declarant may convey Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant.

Section 6. "Common Maintenance Areas" means all property from time to time designated by the Declarant or the Association as a maintenance responsibility of 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.

Section 7. "Declarant" shall mean and refer to Pulte Home Corporation, a Michigan corporation authorized to transact business in the State of Florida and those persons to whom Pulte Home Corporation has specifically assigned its rights hereunder as Declarant. The Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed the Declarant and may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of East Hampton.

Section 9. "Governing Documents" shall mean and collectively refer to the Declaration and the Articles of Incorporation and Bylaws of the Association.

Section 10. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other

lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property which is suitable for construction of a Residence thereon, with the exception of the Common Area.

Section 12. "Member" shall mean and refer to every person or entity who is an Owner, as hereinabove described, and in being such an Owner comprises the Membership of the Association.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 15. "Plat" means that subdivision plat of East Hampton Unit 1 recorded in Plat Book 51, Pages 31 and 31H, 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.

Section 16. "Property" or "Properties" shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 17. "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Governing Documents.

Section 18. "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities.

Section 19. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the

system, as permitted pursuant to Chapters 40C-4 or 40C-40, Florida Administrative Code and operated, maintained and managed in a manner consistent with any applicable St. Johns River Water Management District permit (the "Permit"). The Surface Water or Stormwater Management System shall include all environmental conservation areas and other water management areas in the Property.

Section 20. "Undeveloped Parcels" shall mean and refer to that certain real property described on Exhibit "B" attached hereto and by this reference made a part hereof, which are presently unimproved and undeveloped parcels of land that the Declarant, or its successor or assigns, may, but is not obligated to, develop, improve and, by annexation, subject to this Declaration.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and right to use common area facilities, if any, by 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;
- (b) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer has been approved by two thirds (2/3) of each class of Members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other utilities or means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Declarant's Easement Over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 6. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 7. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of the Lot(s) to and from dedicated rights of way.

Section 8. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for

such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or
- (b) the date exactly ten (10) years after the recording of this Declaration; or
- (c) At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Provided, however in the event additional Lots are added to the Association by annexation of the Undeveloped Parcels or other lands pursuant to Article IV of the Declaration, after the Class B Membership has ceased under section (a) or (c) above, the Class B Membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Declarant and the Association reserve the right to add or cause to be added other real property, not now included within the Property to the Property in the manner set forth below, and such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation Without Association Approval. The Declarant may from time to time within ten (10) years of the date of this Declaration bring, in whole or in part, the Undeveloped Parcels under the provisions hereof by recorded supplemental declarations which shall not require the consent of the existing Owners or the Association, or any mortgagee, or the Federal Housing Administration and the Veterans Administration, or any other Person. To the extent that additional real property (i.e., the Undeveloped Parcels) shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such

references are intended to include property other than that legally described above. Nothing herein, however, shall prevent the Declarant from rezoning and changing the development plans with respect to the Undeveloped Parcels.

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Duval County, Florida of an amendment or supplement hereto properly executed by the Declarant and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcels, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcels.

Section 4. Additions or Modifications. Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Undeveloped Parcels or the Residences to be constructed thereon, which are the subject of such amendments or supplements to the Declaration, as determined by the Declarant. Further, such amendments or supplements to the Declaration may contain provisions relating to such Undeveloped Parcels, or any portions thereof, or the Residences to be constructed thereon, dealing with, among other things, assessments and the basis thereof, Regulations, architectural controls and other provisions pertaining to all or part of such Undeveloped Parcels to the exclusion of other portions of the Property.

Section 5. Other Annexation of Property. Land, other than land annexed in accordance with section 3 of this Article, may be annexed to the Property with the consent of two-thirds (2/3) of each class of the Members of the Association and with the approval of the Federal Housing Administration or the Veterans Administration as long as there is a Class B membership and so long as the Federal Housing Administration or the Veterans Administration is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of Duval County.

Section 6. Platting. As long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

Section 7. Amendment. The provisions of this Article cannot be amended without the written consent of the Declarant, and any amendment of this Article without the written consent of the Declarant shall be deemed null and void.

Section 8. Recordation. Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement to this Declaration in the Official Records of Duval County, Florida, such real property described therein shall be committed to the covenants contained in this Declaration as amended by the supplement to the declaration, and shall be considered "Property" as fully as though originally designated herein as Property.

Section 9. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's rights or ability to merge with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by two-thirds (2/3) of each class of Members of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights and obligations shall by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

Section 10. Rights of Owner of Undeveloped Parcels. The Declarant named herein, Pulte Home Corporation ("Pulte"), has entered into an agreement with Hampton Deerwood Partners, Ltd., a Florida limited partnership ("Hampton") as the owner of the Undeveloped Parcels, that permits Hampton to become the Declarant under this Declaration in the event that Pulte does not acquire all of the Undeveloped Parcels from Hampton. Pulte specifically reserves the right to assign to Hampton, or its successors and assigns, all of its right, title and interest as Declarant under this Declaration with the full power and authority of Hampton to exercise all of the rights and privileges of Declarant under this Declaration, including without limitation the rights of the Declarant to amend the Declaration, to extend the Declaration to the Undeveloped parcels, to appoint members of the Board of Directors of the Association and the right to exercise the powers and privileges of the Class B Member of the Association. Upon the acceptance of such rights and privileges by Hampton, Hampton shall notify the Association, and thereafter Hampton shall be the Declarant under this Declaration. Provided, however, that Pulte Home Corporation shall be responsible for all duties and obligations of the Declarant hereunder prior to such acceptance by Hampton, and Hampton shall be responsible for all duties and obligations of the Declarant hereunder following such acceptance.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association, or its management company if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- A. All maintenance and repair of the Common Area, and all improvements and landscaping thereon, as and when deemed necessary by the Board.
- B. Payment of ad valorem taxes and commercial personal property taxes, if applicable, with respect to the Common Area, both prior to and after conveyance of same by Declarant to the Association.
- C. Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Association.
- D. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Association Articles or Bylaws.
- E. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, and financial, and communication services such as informing Owners of activities, meetings, and other important events.
- F. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.
- G. Acceptance of any instrument of conveyance with respect to any Common Area delivered to the Association.
- H. 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) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. 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.

Section 3. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Such other services as are authorized in the Association Articles or Bylaws.

B. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time.

ARTICLE VI COMMUNITY WALLS

Section 1. Community Wall. The Declarant may construct walls or fences within the Property ("Community Wall(s)"). A Community Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority for the benefit of the Association.

Section 2. Maintenance of Community Walls. The Association shall be responsible for the maintenance of Community Walls.

**ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) commencement assessments; (2) annual assessments or charges; (3) special assessments for capital improvements; and (4) assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System. All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due until paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way areas adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by five percent (5%) above the maximum assessment for the previous year unilaterally by the Board without approval by a vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than five percent (5%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

(c) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Community Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least a 2/3 vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Governing 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 Residence as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the failure continues for thirty (30) day after written notice.

Section 6. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots.

Section 7. Commencement Assessment. A Commencement Assessment of Two Hundred Dollars (\$200) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so determined by the Board of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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 assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether 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.

Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the annual assessment on each such unoccupied Lot. Should Declarant so elect not to pay the assessment, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. This obligation of the Declarant shall hereinafter be referred to as the Declarant's "Deficiency Obligation". Irrespective of any election on the part of the Declarant, any Residence located on any lot owned by the Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each lot owned by the Declarant at the time said revocation is presented to the Association.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five (\$25.00) Dollars and interest from the due date at the rate of six percent (6%) 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 Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Assumption of Delinquent Assessments by Successors.

The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title; the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby and is recorded prior to the recording of the Association's claim of lien; provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a

lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay Assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect Assessments.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

Except for those improvements constructed by Declarant, no building, fence, wall, mailbox, newspaper box, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding Residences and topography by the Board of the Association or by an architectural committee appointed by the Board.

**ARTICLE IX
USE RESTRICTIONS**

The Property, which shall include all Lots that result from the subdividing and platting of the Parcels owned by the Declarant and all common areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. Each Lot shall be used, improved, and devoted exclusively to single family residential use and for no commercial purpose, except for the rights of Declarant set forth herein. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than for residential use.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Antennas, Aerials, Satellite Dishes and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices larger than 40" in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. Satellite television reception devices no larger than 40" in diameter are permitted without Association approval if the devices are affixed to the rear portion of a Residence or placed in the rear yard. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the building. Unless otherwise required by FCC regulations no antennae shall extend more than two feet (2') above a residence. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag.

Section 5. Walls and Fences. No dog runs, animal pens, chain link fences, walls or fences of any kind shall be placed or erected on the Property at any time without the express written permission of the Board.

Section 6. Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's prior written consent.

Section 7. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type, construction, and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 8. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board.

Section 9. Surface Water/Stormwater Management System.

(a) The Association shall 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 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. 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.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, City of Jacksonville, and the St. Johns River Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, City of Jacksonville, or the St. Johns River Water

Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Association, the St. Johns River Water Management District, City of Jacksonville, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System that have been or may be created by easement without the prior written consent of the Association, City of Jacksonville, and the St. Johns River Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the St. Johns River Water Management District, the cost of which shall be paid for by such Owner as a Specific Assessment.

(f) The St. Johns River Water Management District and City of Jacksonville shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/ Stormwater Management System.

(g) No owner of property within the Property may construct or maintain any building, residence, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from The St. Johns River Water Management District and City of Jacksonville pursuant to Chapter 40, Florida Administrative Code.

(h) The covenants and restrictions regarding the Surface Water/Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that the City of Jacksonville, the St. Johns River Water Management District, or other governmental authority or agency will maintain as part of their governmental obligation, agreement with the Declarant, or as provided in any permits or ordinances.

(i) Each of the following Lots are subject to easements for the location and maintenance of an earthen berm for the treatment of surface waters in accordance with the regulations of the St. Johns River Water Management District (the "District") and the City of Jacksonville, Florida:

Lots 1 through 53 inclusive, Lots 56 through 66 inclusive, Lots 107 through 115, inclusive, and Lots 118 through 145, inclusive of the Plat of East Hampton recorded at Plat Book 51, pages 31 through 31H inclusive of the Public Records of Duval County, Florida

The easement herein established is a ten foot (10') wide easement bounded by the District wetlands jurisdictional line shown on the Plat or by an area described as wetland buffer area, a line (in the uplands portion of the Lot) parallel to ten feet (10') from said jurisdictional line or area, and the intersecting property lines of the Lot. Each Owner shall, in connection with the construction of the improvements on the Lot, construct, and thereafter maintain, a six inch (6") high earthen berm in accordance with applicable permits issued by the District and the City of Jacksonville, Florida. The Association is hereby granted easements to construct and maintain the berm and for access across the Lot to exercise the easements herein granted. In the event that an Owner shall fail to construct or maintain the berm as herein required, the Association shall have the right to enter upon the Lot to construct and maintain the treatment berm in accordance with applicable regulations of the District as part of the Association's obligation to operate and maintain the Surface Water Management System. The Owner shall reimburse the Association for all costs incurred in installing or maintaining the treatment berm. The Association shall have all rights and remedies set forth in the Declaration for the collection of such sums, including without limitation the issuance of assessments and recording of a claim of lien.

Section 10. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The Association or the Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 11. Signs. No signs, except a "for sale" sign not exceeding four square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 12. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 13. Vehicles and Recreational Equipment. No truck (except "Pick-up trucks" with a cargo capacity of one ton or less), commercial vehicle (except police or other governmental automobiles), mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot. For the purposes of this rule the following definitions shall apply:

"Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial marking, signs, displays, or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 14. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot, except in an emergency situation. Notwithstanding the

foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Section 15. Prohibited Structures. No structure, including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Board.

Section 16. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final.

Section 17. Games and Play Structures. All game and play structures, including permanent or temporary roll-out basketball hoops and backboards, tree houses, and other recreational equipment shall be located or screened so they cannot be seen from any street and are shielded from view from any adjoining Lot.

Section 18. Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

Section 19. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as an Assessment as provided in Article VII. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 20. Common Area. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the Association. The following shall apply to the Common Area:

- (a) No activities constituting a nuisance shall be conducted upon any Common Area.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

(d) Nothing shall be stored, constructed within or removed from the Common Area other than by the Declarant, except with the prior written approval of the Board.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area exceeding \$10,000, except for replacement or repair of those items installed by the Declarant and personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 21. Property Maintenance. Each lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner the Owner shall be notified and given thirty days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 22. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person

having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

Section 23. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Article by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Declarant or Association for each day a violation continues after notification by the Declarant or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of six percent (6%) per annum, and shall be treated as a Special Assessment as provided in Article VII.

Section 24. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 25. Rights of Declarant. Notwithstanding anything in this Article to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Common Area and other areas of the Property.

ARTICLE X ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the violation is not capable of being cured within the seven (7) day period, and if the Member or Owner fails to commence, within said seven (7) day period, and diligently proceed to completely cure the violation, the Association may, at its option:

- (a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) Damages. Commence an action to recover damages; and/or
- (c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

Section 2. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association and collectible as any other Specific Assessment under this Article or Article VII.

Section 3. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board which shall bear an interest rate of six percent (6%) per annum.

Section 4. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

Section 5. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6. Enforcement By or Against the Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action

shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Section 7. Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI
INDEMNIFICATION

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other

enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII AMENDMENTS

Section 1. Amendment by Declarant. Subject to the provisions of Section 4 of this Article, until December 31, 2005 the terms and provisions of the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended or modified from time to time by the Declarant in its sole, but reasonable discretion, and without requiring the joinder or consent of any person or party whomsoever, including the Association or any Owner or Owners.

Section 2. Amendment by Association. Subject to the provisions of Section 4 of this Article, the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than two thirds (2/3) of the total voting power of the members of the Association; provided, however, that until December 31, 2005 no such change, amendment or modification by the Association shall be effective without the Declarant's express written joinder and consent.

Section 3. Effectiveness of Amendments. All changes, amendments or modifications of this Declaration shall be manifested in a written amending instrument duly executed by the Declarant or the Association, or both, as may from time to time be required pursuant to the provisions of this Article, and shall be duly recorded among the Official Records of the Duval County, Florida. Such change, amendment or modification of this Declaration shall be effective as of the date of such recordation or such later date as may be specified in the amending instrument itself.

Section 4. Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Declarant and the Association to change, amend or modify the terms and provisions of and covenants, conditions, restrictions and easements and reservations set forth in this Declaration and any amendment hereof shall at all time be subject to and limited and restricted as follows, to wit:

Section 4.1. This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Common Area, or the obligation of the Association to establish, make, levy, enforce and collect Assessments for such purposes.

Section 4.2. This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dilution of the voting power of existing Members, or increase the Assessments of existing Owners, except as may be expressly provided for herein, or materially alter an Owner's right to the use and enjoyment of the Owner's Lot.

Section 4.3. This Declaration, Articles and Bylaws may not be changed, amended, or modified in any material manner or any manner which adversely affects the rights of Hampton Deerwood Partners, Ltd., a Florida limited partnership, without the written consent of Hampton Deerwood partners, Ltd. for so long as Hampton Deerwood Partners, Ltd. is the owner of all or any portion of the Undeveloped Parcels.

Section 5. Amendment to Comply with Governmental Authority. The Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Federal Housing Administration, Veteran's Administration, St. Johns River Water Management District, Federal National Mortgage Association, City of Jacksonville or any other governmental agency.

The Declarant shall have the right at any time within ten (10) years from the date hereof to amend this Declaration, without the consent or joinder of any party, to correct scrivener's errors and to clarify any ambiguities determined to exist herein.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Assignment of Rights and Duties to the Association. Subject to the provisions of Article IV Section 10 of this Declaration, the Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Association is given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant or any successor declarant no longer owns any portion of the Property or the Undeveloped Parcels, or the Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights,

duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Declarant, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by no less than two thirds (2/3) of each class of Members is recorded in the Duval County public records agreeing to terminate the provisions of the Declaration as of a specified date. Unless this Declaration is terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 6. Communication. All communication from individual Owners to the Declarant, its successors or assigns; the Board; or any Officer of the Association shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

Section 10 Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Duval County, Florida.

Section 11. FHAVA Approval. As long as there is a Class B Membership and so long as the Federal Housing Administration and the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations; dedication of Common Area; mortgaging of Common Area; and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal the day and year first above written.

WITNESSES:

DECLARANT:

Jennifer Parker
Witness
Print Name: Jennifer Parker

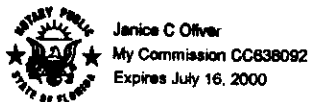
Michael V. Sajdyk
Witness
Print Name: MICHAEL V. SAJDYK

PULTE HOME CORPORATION

By: James E. Cooper
Print name: JAMES E. COOPER
Its: Attorney-in-Fact
555 Winderley Place, Suite 129
Maitland, Florida 32751

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of June, 1997 by James E. Cooper, as Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation. He is personally known to me.



Janice C. Oliver
Signature of Notary Public
Janice C. Oliver
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: 7-16-2000

EAST HAMPTON UNIT ONE PARCEL

A portion of Section 30, Township 3 South, Range 28 East, Duval County, Florida and being more particularly described as follows:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 3499.00 feet to the Point of Beginning.

From said Point of Beginning; thence continue South 89°00'51" West along said South line of Section 30, a distance of 871.18 feet; thence North 35° 52' 46" East departing said South line, 183.18 feet to the centerline of a 70 foot drainage easement, as recorded in Official Records Volume 6703, Page 2271 of the Current Public Records of said county; thence along said centerline, the following 9 courses: South 87° 18' 32" East, 39.37 feet; thence North 78° 15' 04" East, 306.70 feet; thence North 29° 31' 41" East, 524.93 feet; thence North 37° 24' 34" East, 483.90 feet; thence North 23° 24' 07" East, 405.97 feet; thence North 16° 14' 07" East, 403.67 feet; thence North 32° 41' 11" East, 162.13 feet; thence North 11° 42' 14" West, 313.82 feet; thence North 10° 59' 56" East, 533.27 feet to its intersection with the Westerly prolongation of the Southerly line of those lands described and recorded in Official Records Volume 8101, Page 952 of the current Public Records of said county; thence South 86°30'50" East along said Westerly prolongation of the Southerly line of Official Records Volume 8101, Page 952 and along the Southerly line of said lands, 508.22 feet to the Southeast corner thereof; thence North 07°11'57" East along the Easterly line of said lands and the Northerly prolongation thereof, 637.63 feet to a point lying on the Southerly right of way line of Baymeadows Road Bypass, (a 200 foot right of way as presently established); thence North 88° 05' 55" East along said Southerly line, 862.29 feet; thence South 00° 01' 02" West departing said Southerly line, 2042.96 feet; thence North 77°02'38" West, 654.18 feet; thence North 79°52'10" West, 50.00 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Northerly along the arc of said curve through a central angle of 00°03'39" an arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 10°06'01" East, 9.32 feet; thence North 78°32'25" West, 193.43 feet; thence South 35°21'40" West, 1904.25 feet to the Point of Beginning.

Less and except the following described lands:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 1522.38 feet; thence North 00°01'02" East departing said South line, 2045.41 feet to the Point of Beginning.

From said Point of Beginning; thence South 79°52'00" West, 49.07 feet; thence North 07°52'37" West, 230.15 feet; thence South 75°16'16" East, 20.87 feet; thence South 78°49'36" East, 42.85 feet; thence North 76°50'50" East, 18.17 feet; thence South 00°01'02" West, 209.86 feet to the Point of Beginning.

And further excepting the following described lands:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 1522.38 feet; thence North 00°01'02" East departing said South line, 1315.87 feet; thence North 77°02'38" West, 437.53 feet to the Point of Beginning.

From said Point of Beginning; thence continue North 77°02'38" West, 216.65 feet; thence North 79° 52'10" West, 50.00 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Northerly along the arc of said curve through a central angle of 00°03'39" an arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 10°06'01" East, 9.32 feet; thence North 78°32'25" West, 193.43 feet; thence North 20°03'29" East, 80.91 feet; thence South 78°32'25" East, 179.03 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Southerly along the arc of said curve through a central angle of 00° 03'48" an arc distance of 9.69 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 09°34'46" West, 9.69 feet; thence South 80°23'21" East, 50.00 feet; thence South 77°02'38" East, 202.56 feet; thence South 00°00'00" East, 82.09 feet to the Point of Beginning.

And further excepting the following described lands:

EXHIBIT "A" PAGE 1 OF 4

CONTINUED FROM EXHIBIT "A" PAGE 1:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89°00'51" West along the Southerly line of said Section 30, a distance of 1522.38 feet; thence North 00°01'02" East departing said Southerly line, 3358.83 feet to a point lying on the Southerly right of way line of Baymeadows Road Bypass, (a 200 foot right of way as presently established); thence South 88°05'55" West along said Southerly line, 862.29 feet to its intersection with the Northerly prolongation of the Easterly line of those lands described and recorded in Official Records Volume 8101, pages 952 of the current Public Records of said County; thence South 07°11'57" West along said Northerly prolongation of the Easterly line of Official Records Volume 8101, Page 952 and along the Easterly line of said lands, 637.63 feet to the Point of Beginning.

From said Point of Beginning; thence North 07°11'57" East along said Easterly line, 158.21 feet to the Point of Curvature of a curve concave Easterly and having a radius of 550.00 feet; thence Southerly along the arc of said curve through a central angle of 24°54'02" an arc distance of 239.03 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 05°15'04" East, 237.15 feet; thence Southerly along the arc of a curve concave Westerly having a radius of 600.00 feet through a central angle of 27°56'19" an arc distance of 292.57 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 03°43'56" East, 289.68 feet; thence South 10°14'14" West, 95.86 feet to the Point of Curvature of a curve concave Easterly having a radius of 315.00 feet; thence Southerly along the arc of said curve through a central angle of 05°45'05" an arc distance of 31.62 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 07°21'41" West, 31.61 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 25.00 feet, through a central angle of 91°16'57", an arc distance of 39.83 feet to a Point of Compound Curvature, said arc being subtended by a chord bearing and distance of South 50°07'37" West, 35.75 feet; thence Westerly along the arc of curve concave Northerly having a radius of 450.00 feet through a central angle of 00°30'22" an arc distance of 3.98 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°58'43" West, 3.98 feet; thence North 83°43'32" West, 23.73 feet to the Point of Curvature of a curve concave Southerly having a radius of 577.34 feet; thence Westerly, along the arc of said curve through a central angle of 08°33'35" an arc distance of 86.25 feet to a Point of Compound Curvature, said arc being subtended by a chord bearing and distance of North 88°00'19" West, 86.17 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 225.00 feet through a central angle of 32°11'58" an arc distance of 126.45 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 71°36'54" West, 124.79 feet, thence North 34°29'04" West, departing said curve, 80.00 feet; thence North 71°49'18" West, 338.27 feet to the centerline of a 70 foot drainage easement described and recorded in Official Records Volume 6703, Page 2271 of said current Public Records; thence North 10°59'56" East along said centerline, 417.31 feet to its intersection with the Westerly prolongation of the Southerly line of said Official Records Volume 8101, Page 952; thence South 86°30'50" East along said Westerly prolongation of the Southerly line of Official Records Volume 8101, pages 952 and along the Southerly line of said lands, 508.22 feet to the Point of Beginning.

Containing 72.55 acres, more or less.

OPTION PARCEL

A portion of Section 30, Township 3 South, Range 28 East, Duval County, Florida and being more particularly described as follows:

Commence at the corner common to Section 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West, along the Southerly line of said Section 30, a distance of 1522.38 feet; thence North 00° 01' 02" East, 1315.87 feet; thence North 77° 02' 38" West, 437.53 feet to the Point of Beginning.

From said Point of Beginning; thence continue North 77° 02' 38" West, 216.65 feet; thence North 79° 52' 10" West, 50.00 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Northerly along the arc of said curve through a central angle of 00° 03' 39" an arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 10° 06' 01" East, 9.32 feet; thence North 78° 32' 25" West, 193.43 feet; thence North 20° 03' 29" East, 152.74 feet; thence North 19° 39' 25" East, 253.94 feet to a point on a curve concave Northerly having a radius of 315.00 feet; thence Easterly along the arc of said curve through a central angle of 38° 23' 09" an arc distance of 211.04 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 80° 56' 25" East, 207.11 feet; thence North 79° 52' 00" East, 107.64 feet; thence South 00° 00' 00" East, 473.92 feet to the Point of Beginning.

Less and except the following described lands:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 1522.38 feet; thence North 00° 01' 02" East departing said South line, 1315.87 feet; thence North 77° 02' 38" West, 437.53 feet to the Point of Beginning.

From said Point of Beginning; thence continue North 77° 02' 38" West, 216.65 feet; thence North 79° 52' 10" West, 50.00 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Northerly along the arc of said curve through a central angle of 00° 03' 39" an arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 10° 06' 01" East, 9.32 feet; thence North 78° 32' 25" West, 193.43 feet; thence North 20° 03' 29" East, 80.91 feet; thence South 78° 32' 25" East, 179.03 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Southerly along the arc of said curve through a central angle of 00° 03' 48" an arc distance of 9.69 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 09° 34' 46" West, 9.69 feet; thence South 80° 23' 21" East, 50.00 feet; thence South 77° 02' 38" East, 202.56 feet; thence South 00° 00' 00" East, 82.09 feet to the Point of Beginning.

Containing 2.85 acres, more or less.

AMENITY PARCEL

A portion of Section 30, Township 3 South, Range 28 East, Duval County, Florida and being more particularly described as follows:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89°00'51" West along the Southerly line of said Section 30, a distance of 1522.38 feet; thence North 00°01'02" East departing said Southerly line, 3358.83 feet to a point lying on the Southerly right of way line of Baymeadows Road Bypass, (a 200 foot right of way as presently established); thence South 88°05'55" West along said Southerly line, 862.29 feet to its intersection with the Northerly prolongation of the Easterly line of those lands described and recorded in Official Records Volume 8101, pages 952 of the current Public Records of said County; thence South 07°11'57" West along said Northerly prolongation of the Easterly line of Official Records Volume 8101, Page 952 and along the Easterly line of said lands, 637.63 feet to the Point of Beginning.

From said Point of Beginning; thence North 07°11'57" East along said Easterly line, 158.21 feet to the Point of Curvature of a curve concave Easterly and having a radius of 550.00 feet; thence Southerly along the arc of said curve through a central angle of 24°54'02" an arc distance of 239.03 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 05°15'04" East, 237.15 feet; thence Southerly along the arc of a curve concave Westerly having a radius of 600.00 feet through a central angle of 27°56'19" an arc distance of 292.57 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 03°43'56" East, 289.68 feet; thence South 10°14'14" West, 95.86 feet to the Point of Curvature of a curve concave Easterly having a radius of 315.00 feet; thence Southerly along the arc of said curve through a central angle of 05°45'05" an arc distance of 31.62 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 07°21'41" West, 31.61 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 25.00 feet, through a central angle of 91°16'57", an arc distance of 39.83 feet to a Point of Compound Curvature, said arc being subtended by a chord bearing and distance of South 50°07'37" West, 35.75 feet; thence Westerly along the arc of curve concave Northerly having a radius of 450.00 feet through a central angle of 00°30'22" an arc distance of 3.98 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°58'43" West, 3.98 feet; thence North 83°43'32" West, 23.73 feet to the Point of Curvature of a curve concave Southerly having a radius of 577.34 feet; thence Westerly, along the arc of said curve through a central angle of 08°33'35" an arc distance of 86.25 feet to a Point of Compound Curvature, said arc being subtended by a chord bearing and distance of North 88°00'19" West, 86.17 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 225.00 feet through a central angle of 32°11'58" an arc distance of 126.45 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 71°36'54" West, 124.79 feet; thence North 34°29'04" West, departing said curve, 80.00 feet; thence North 71°49'18" West, 338.27 feet to the centerline of a 70 foot drainage easement described and recorded in Official Records Volume 6703, Page 2271 of said current Public Records; thence North 10°59' 56" East along said centerline, 417.31 feet to its intersection with the Westerly prolongation of the Southerly line of said Official Records Volume 8101, Page 952; thence South 86°30'50" East along said Westerly prolongation of the Southerly line of Official Records Volume 8101, pages 952 and along the Southerly line of said lands, 508.22 feet to the Point of Beginning.

Containing 6.86 acres, more or less.

EXHIBIT "A"
PAGE 4 OF 4

TRACT 1

A portion of Section 30, Township 3 South, Range 28 East, Duval County, Florida and being more particularly described as follows:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89°00'51" West, along the Southerly line of said Section 30, a distance of 1522.38 feet; thence North 00°01'02" East, 3358.83 feet to a point lying on the Southerly right of way line of Baymeadows Road Bypass, (a 200 foot right of way as presently established); thence South 88°05' 55" West along said Southerly line, 862.29 feet to its intersection with the Northerly prolongation of the Easterly line of those lands described and recorded in Official Records Volume 8101, Page 952 of the current Public Records of said county for a Point of Beginning.

From said Point of Beginning; thence South 07°11'57" West along said Northerly prolongation of the Easterly line of Official Records Volume 8101, Page 952 and along the Easterly line of said lands, 637.63 feet to the Southeast corner thereof; thence North 86°30'50" West along the Southerly line of said lands and its Westerly prolongation thereof, 508.22 to the centerline of a 70 foot drainage easement as recorded in Official Records Volume 6703, Page 2271 of said current Public Records; thence North 10°59'56" East along said centerline, 455.83 feet; thence North 23°38'24" East along said centerline, 152.46 feet to its intersection with said Southerly right of way line of Baymeadows Road Bypass; thence North 88°05'55" East along said Southerly line, 439.32 feet to the Point of Beginning.

Containing 6.82 acres, more or less.

TRACT 2

A portion of Section 30, Township 3 South, Range 28 East, Duval County, Florida and being more particularly described as follows:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89°00'51" West, along the Southerly line of said Section 30, a distance of 1522.38 feet to the Point of Beginning.

From said Point of Beginning; thence continue South 89°00'51" West along said Southerly line, 1976.62 feet; thence North 35°21'40" East, 1904.25 feet; thence South 78°32'25" East, 193.43 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Southerly along the arc of said curve through a central angle of 00° 03' 39" an arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 10° 06' 01" West, 9.32 feet; thence South 79° 52' 10" East, 50.00 feet; thence South 77° 02' 38" East, 654.18 feet; thence South 00° 01' 02" West, 1315.87 feet to the Point of Beginning.

Together with the following described lands:

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 1522.38 feet; thence North 00°01'02" East departing said South line, 1315.87 feet; thence North 77°02'38" West, 437.53 feet to the Point of Beginning.

From said Point of Beginning; thence continue North 77°02'38" West, 216.65 feet; thence North 79° 52'10" West, 50.00 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Northerly along the arc of said curve through a central angle of 00°03'39" an arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 10°06'01" East, 9.32 feet; thence North 78°32'25" West, 193.43 feet; thence North 20°03'29" East, 80.91 feet; thence South 78°32'25" East, 179.03 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Southerly along the arc of said curve through a central angle of 00° 03' 48" an arc distance of 9.69 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 09°34'46" West, 9.69 feet; thence South 80°23'21" East, 50.00 feet; thence South 77°02'38" East, 202.56 feet; thence South 00°00'00" East, 82.09 feet to the Point of Beginning.

Containing 48.83 acres, more or less.

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 1522.38 feet; thence North 00° 01' 02" East departing said South line, 1315.87 feet; thence North 77° 02' 38" West, 437.53 feet to the Point of Beginning.

From said Point of Beginning; thence continue North 77° 02' 38" West, 216.65 feet; thence North 79° 52' 10" West, 50.00 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Northerly along the arc of said curve through a central angle of 00° 03' 39" on arc distance of 9.32 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 10° 06' 01" East, 9.32 feet; thence North 78° 32' 25" West, 193.43 feet; thence North 20° 03' 29" East, 80.91 feet; thence South 78° 32' 25" East, 179.03 feet to a point on a curve concave Westerly having a radius of 8782.20 feet; thence Southerly along the arc of said curve through a central angle of 00° 03' 48" on arc distance of 9.69 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 09° 34' 46" West, 9.69 feet; thence South 80° 23' 21" East, 50.00 feet; thence South 77° 02' 38" East, 202.56 feet; thence South 00° 00' 00" East, 82.09 feet to the Point of Beginning.

EXHIBIT "B"
PAGE 3 OF 7

Commence at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89° 00' 51" West along the South line of said Section 30, a distance of 1522.38 feet; thence North 00° 01' 02" East departing said South line, 2045.41 feet to the Point of Beginning.

From said Point of Beginning; thence South 79° 52' 00" West, 49.07 feet; thence North 07° 52' 37" West, 230.15 feet; thence South 75° 16' 16" East, 20.87 feet; thence South 78° 49' 36" East, 42.85 feet; thence North 76° 50' 50" East, 18.17 feet; thence South 00° 01' 02" West, 209.86 feet to the Point of Beginning.

EXHIBIT "B"
PAGE 4 OF 7

LEGAL DESCRIPTION FOR REMAINING LANDS IN SECTION 30

A portion of Section 30, Township 3 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Begin at the corner common to Sections 29, 30, 31 and 32 of said Township and Range; thence South 89°00'51" West, along the Southerly line of said Section 30 a distance of 1,522.38 feet; thence North 00°01'02" East a distance of 3,358.83 feet to a point lying on the Southerly right of way line of Baymeadows Road Bypass (a 200 foot right of way as presently established); thence North 88°05'55" East along said Southerly right of way line a distance of 1,393.03 feet to a point of curvature of a curve concave to the south having a radius of 12,284.29 feet; thence easterly along said Southerly right of way and along the arc of said curve, through a central angle of 00°27'08" a distance of 96.94 feet to the point of intersection of said Southerly right of way with the Easterly line of said Section 30, said arc being subtended by a chord with a bearing of North 88° 19'29" East and a distance of 96.94 feet; thence South 00°32'31" East along said Easterly right of way line of Section 30 a distance of 3,381.84 feet to the corner common to Sections 29, 30, 31 and 32 of said Township and Range and the Point of Beginning.

EXHIBIT "B"
PAGE 5 OF 7

February 23, 1996

Work Order No. S96-1
East Hampton Phase 3

PARCEL ONE

A portion of Section 31, Township 3 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Northeasterly corner of said Section 31; thence South 89 00'51" West, along the Northerly line of said Section 31, a distance of 816.53 feet to the Point of Beginning.

From the Point of Beginning thence South 06 36'11" West, departing said Northerly line of Section 31, a distance of 2347.15 feet; thence South 49 52'08" West, 808.25 feet; thence North 74 50'06" West, 372.12 feet; thence North 01 08'54" East, 1561.77 feet; thence North 25 26'35" East, 1309.49 feet to a point lying on said Northerly line of Section 31; thence North 89 00'51" East, along said Northerly line, 653.25 feet to the Point of Beginning.

Containing 57.83 acres more or less.

Revised
May 21, 1996

Work Order No. S96-1
East Hampton Phase 4

PARCEL TWO

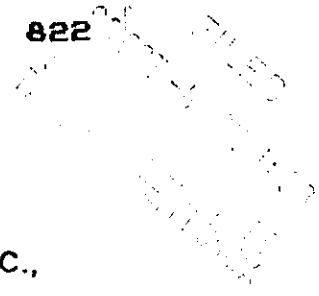
A portion of Section 31, Township 3 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference commence at the corner common to Sections 29, 30, 31 and 32; thence South 00°46'29" East, along the Easterly line of said Section 31, a distance of 2234.20 feet to the Point of Beginning.

From the Point of Beginning continue thence South 00°46'29" East, along said Easterly line of Section 31, a distance of 3124.37 feet to the Southeast corner of said Section 31; thence South 89°05'42" West, along the Southerly line of said Section 31, a distance of 2497.91 feet; thence North 00°54'18" West, departing said Southerly line, 2051.11 feet; thence North 34°18'45" East, 699.11 feet; thence South 74°50'06" East, 372.12 feet; thence North 49°52'08" East, 808.25 feet; thence North 06°36'11" East, 97.32 feet; thence North 89°13'31" East, 1105.43 feet to the Point of Beginning.

Less and except the lands described and recorded in Official Records Volume 6658, pages 1609 and 1610 of the current Public Records of Duval County, Florida.

Containing 155.64 acres more or less.



**ARTICLES OF INCORPORATION
OF
EAST HAMPTON HOMEOWNERS ASSOCIATION, INC.,
a corporation not for profit**

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida, and of full age, for the purpose of forming a corporation not for profit does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is East Hampton Homeowners Association, Inc., a corporation not for profit organized under Chapter 617 of the Florida Statutes (hereinafter referred to as the "Association").

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256, which shall be the initial registered office of the Association.

**ARTICLE III
REGISTERED AGENT**

Joseph M. Shaffer, whose address is 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256, is hereby appointed the initial registered agent of the Association.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecunary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residence lots and common area within that certain tract of property described in the Declaration of Covenants, Conditions and Restrictions of East Hampton, (hereinafter called the "Declaration"), recorded or to be recorded in the Office of the Clerk of the Circuit Court, Duval County, Florida and as the same may be amended from time to time as therein provided (hereinafter referred to as the "Property"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. In connection therewith, the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration.
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (d) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- (e) To dedicate, sell, or transfer all or any part of the common area as defined in the Declaration (hereinafter "Common Area") to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer unless otherwise set forth in the Declaration.
- (f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members.
- (g) To annex additional property and common area in the manner set forth in the Declaration.
- (h) To have and to exercise any and all powers, rights and privileges which a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.
- (i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures, and drainage easements.
- (j) To operate, maintain, and manage the surface water or stormwater management system in a manner consistent with the St. John's River Water

Management District permit requirements and applicable district rules, and assist in the enforcement of the restrictions and covenants contained therein.

(k) To adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof;

(l) To sue and be sued in the name of the Association.

ARTICLE V **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described in Article VI hereof. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI **VOTING RIGHTS**

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: Class A members shall be all owners, with the exception of the Declarant, of any lot shown upon any recorded plat of the Property (hereinafter "Lot" or "Lots"). Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant (as defined in the Declaration), who shall be entitled to three (3) votes for each Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events:

(a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) ten (10) years from the date of the original recording of the Declaration in the public records of Duval County, Florida; or

(c) At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

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Provided, however in the event additional Lots are added to the to the Association by annexation pursuant to Article IV of the Declaration, after the Class B Membership shall cease under section (a) above, the Class B Membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

ARTICLE VII **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of not less than three (3) Directors nor more than seven (7), who need not be members of the Association. The initial number of directors shall be three (3) and may be changed by amendment of the bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Joseph M. Shaffer-8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

Vickey Robbins -8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

Ralph Colton - 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

The manner in which the directors shall be appointed is as stated in the bylaws.

ARTICLE VIII **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than 75% of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution, or final liquidation of the Association, 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 Section 40, Florida Administrative Code, and be approved by the St. John's River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE IX **DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

ARTICLE X
AMENDMENTS

The Association shall have the right to amend these Articles at any time upon the affirmative vote of two-thirds (2/3) of the voting interests of the Association as described in Article VI hereof. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XI
BYLAWS

The bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

ARTICLE XII
FHA/VA APPROVAL

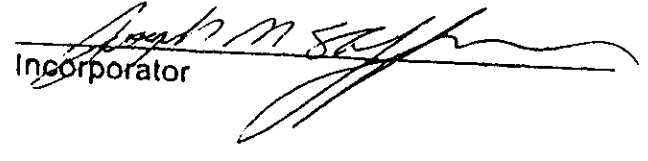
As long as there is a Class B Membership and so long as the Department of Housing and Urban Development ("HUD") and/or the Veteran's Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions will require the approval of the Federal Housing Administration (the "FHA") or the Veterans Administration (the "VA"); annexation of additional properties, mergers and consolidations; dedication of Common Area; mortgaging of Common Area; and amendment of this Declaration.

ARTICLE XIII
INCORPORATOR

The name and address of the incorporator is:

Joseph M. Shaffer
8081 Philips Highway, Suite 14
Jacksonville, Florida 32256

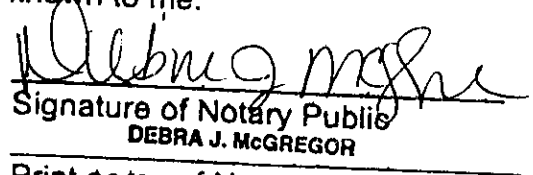
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 3rd day of October, 1996.


Incorporator

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Instrument was acknowledged before me this 3rd day of OCTOBER, 1996, by Joseph M. Shaffer, who is personally known to me.

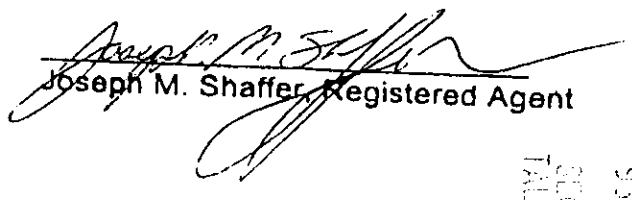
DEBRA J. MCGREGOR
Notary Public, State of Florida
My Comm. expires Feb. 23, 1997
Comm. No. CC261422


Signature of Notary Public
DEBRA J. MCGREGOR

Print name of Notary Public
Notary Public State of Florida
My Commission Expires:

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of a Registered Agent and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.


Joseph M. Shaffer, Registered Agent

FILED
95 OCT -4 01 1:00
TALLAHASSEE, FLORIDA

BYLAWS
OF
EAST HAMPTON HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is East Hampton Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256, but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of East Hampton Homeowners Association, Inc.

Section 2. "Association" shall mean and refer to East Hampton Homeowners Association, Inc., its successors and assigns.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, of East Hampton and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 7. "Declarant" shall mean and refer to Pulte Home Corporation, a Michigan corporation, authorized to transact business in the State of Florida, and those persons to whom Pulte Home Corporation has specifically assigned its rights hereunder.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of East Hampton recorded in the Public Records of Duval County Florida.

Section 9. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

Section 10. "Governing Documents" shall mean and collectively refer to the Bylaws and Articles of Incorporation of East Hampton Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions for East Hampton.

Section 11. Non-Defined Terms. All terms not defined in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

ARTICLE III MEMBERS

Section 1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

Section 2. Member Register. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within thirteen (13) months of the previous annual meeting, at 7:00 p.m., unless a different time is established by the Board of Directors. The Board of Directors shall not hold the annual meeting on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all of the votes of the Class A membership.

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

Section 4. Attendance at Meetings. Any person entitled to cast the votes of a Member, and in the event any Lot is owned by more than one (1) person, all co-Owners of a Lot may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

Section 5. Organization. At each meeting of the Members, the President, or in his absence, the Vice President, shall act as Chairman of the Meeting. The Secretary, or in his absence any person appointed by the Chairman of the Meeting, shall act as Secretary of the meeting.

Section 6. Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members or their authorized representatives, and the Members of the Board of Directors, at any reasonable time.

Section 7. Quorum. The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy duly appointed in writing which bears a date not more than three months prior to such meeting. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Members may not vote by general proxy.

Section 9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

**ARTICLE V
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of a minimum of three (3) and a maximum of seven (7) Directors, who need not be Members of the Association. The number of Directors shall always consist of an odd number.

Section 2. Term of Office. At the first annual meeting of the Members the Members shall elect directors for a term of one year or until the next annual meeting of the Members whichever is later. The term of each director 's services shall extend until the next annual Members meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

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

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

Section 5. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members or non-members of the Association may be nominated.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At the election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Members must vote in person at a meeting or by a ballot the Member personally casts. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VII
MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance of a meeting, except in emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

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

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

Section 4. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Members or the Directors, at any reasonable time.

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

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.

(d) declare the office of a Member of the Board of Directors to be vacant in the event a Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

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

(f) appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board of Directors which may include any powers which may be exercised by the Board of Directors.

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

(a) cause to be kept a complete record of all its actions and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed.

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period.

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

(d) issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these

certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Area to be maintained.

(h) supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.

(i) maintain bank accounts on behalf of the Association and designate signatories required therefor.

(j) enter into and upon any portion of the Property, including any Lot(s) when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.

(k) perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

**ARTICLE IX
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The Officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

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

President

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

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep

proper books of account; cause an annual review of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to each of the Members.

**ARTICLE X
INDEMNIFICATION**

The Directors and Officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

**ARTICLE XI
COMMITTEES**

The Board of Directors shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE XII
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall be required to make available to perspective purchasers of any Lot, current copies of the Governing Documents and the most recent annual financial statement of the Association.

**ARTICLE XIII
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, or as set by the Board of Directors as permitted by law, and the Association may bring an action at law against

the Owner personally obligated to pay the assessment or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: East Hampton Homeowners Association, Inc., the year "1996" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

ARTICLE XV AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership in existence. Notwithstanding the foregoing, the Declarant specifically reserves the right to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration, Veteran's Administration, St. Johns River Water Management District, Federal National Mortgage Association, or any other governmental agency, or to correct any error, ambiguity, or conflict between the provisions hereof and any other governing documents.

ARTICLE XVI MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the Rules and Regulations of the Association shall govern, in that order.

Section 4. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the East Hampton Homeowners Association, Inc., a Florida corporation not for profit, and,

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this ___ day of _____, 1997.

Secretary