

## **OLD SAN JOSE** **ON THE RIVER**

**Master Declaration  
of  
Charter, Easements, Covenants and Restrictions  
for  
Old San Jose on the River**

CCS-Old San Jose, LLC, a Colorado limited liability company ("Founder") makes this Master Declaration of Charter, Easements, Covenants and Restrictions for Old San Jose on the River ("Master Declaration") effective as of May 10, 2011.

### **STATEMENT OF PURPOSE**

- A. The Founder is the owner of all of the real property located in Duval County, Florida, more particularly described on the attached **Exhibit A** ("Property"), which is intended for development as a residential community to be known as "Old San Jose on the River" ("Community").
- B. Initially, the Founder intends to develop the Community with individual condominium buildings, townhome buildings and Common Areas.
- C. The Founder establishes this Master Declaration for the following purposes:
- To further the enjoyment of the natural resources of the Community and enhance its natural beauty;
  - To encourage harmonious architecture; and
  - To allow for self governing of the Community by its Owners.

### **DECLARATION**

The Founder hereby submits the Property to this Master Declaration, which runs with the title to the Property and inures to the benefit of every Owner of the Property, or any portion of it.

The Founder also hereby provides notice of certain rights and restrictions as further described in Article II below and elsewhere herein, for the remainder of the Additional Property (including the Annexable Property), but does not submit the Additional Property (including the Annexable Property) to the terms of this Master Declaration at this time.

**ARTICLE I  
DEFINITIONS**

*The following definitions apply wherever the capitalized terms appear in this Master Declaration. Moreover, additional defined terms may appear in other Articles and in that case, those additional defined terms shall have the meanings ascribed to them when they appear.*

1.1 “Agency” means any agency or corporation such as the U.S. Department of Housing and Urban Development (“HUD”), U.S. Veterans’ Administration (“VA”), Federal National Mortgage Association (“FNMA”) or Federal Home Loan Mortgage Corporation (“FHLMC”) that purchases or insures residential mortgages.

1.2 “Annexable Property” means that property set forth on the attached **Exhibit B**, which may be added to the Community from time to time by the Founder as described in Section 2.3 below.

1.3 “Architectural Review Board” means the panel established by Article XI to administer the design criteria.

1.4 “Articles” means the Articles of Incorporation of the Master Association, which are attached hereto as **Exhibit C**, as amended from time to time.

1.5 “Assessments” means the collective term for the following charges:

(a) “General Assessment” is the amount charged among all Owners to meet the Master Association’s annual budgeted expenses, as described in Section 9.3 below, and the plural of such term means all of them.

(b) “Individual Unit Assessment” is a charge made to a particular Owner for charges relating only to their Unit, as provided in Section 9.5 below, and the plural of such term means all of them.

(c) “Special Assessment” is a charge made to each Owner for capital improvements or emergency expenses, in accordance with the provisions of Section 9.4, and the plural of such term means all of them.

1.6 “Board” means the Board of Directors of the Master Association.

1.7 “Building” means any building in the Community, now or hereafter constructed, containing condominium units (“Condominium Building”), townhomes units (“Townhome Building”) or a single-family home, and “Buildings” means all of such buildings in the Community.

1.8 “Bylaws” means the Bylaws of the Master Association which are attached hereto as

**Exhibit D**, as amended from time to time.

1.9 “Common Areas” means the lands, systems, facilities, rights and easements which may be deeded, dedicated, leased, conveyed, granted, reserved or assigned to the Master Association, together with all improvements thereon and equipment, facilities and rights associated therewith or related thereto. This includes all property within the Community (other than those portions of real property subject to a Sub-Declaration, Single-family residences, and Townhome Units) which is owned or leased by the Master Association or dedicated for use or maintenance by the Master Association or the Owners whether or not title has been conveyed to the Master Association.

1.10 “Common Roads” means the roads and alleys located within the Community that are intended for automobile traffic. Unless and until dedicated to Duval County (if ever), Common Roads are a part of the Common Areas. Title or easement rights in the Common Roads will be granted to the Master Association.

1.11 “Community Meeting” means the meeting of Owner for discussion and voting, as described in Article III below.

1.12 “Development Period” means the period beginning with the recording of this Master Declaration and continuing until the earlier of (a) thirty years from the date this Master Declaration is recorded, or (b) the date upon which the Founder has sold all Units permitted to be constructed by project development approvals for the Property and Annexable Property (which is currently 204 Units) (“Permitted Units”).

1.13 “District” means the St. Johns River Water Management District.

1.14 “Drainage System” means the Master Drainage/Surface Stormwater Management System designed and constructed to control discharge rainfall, as permitted under Chapters 40C-4, 40C-40, or 40C-42, FAC, as amended from time to time. The Drainage System shall incorporate 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. The term shall also include storm and surface water management facilities designed for the collection of storm and surface water draining from the Community, and for the storage or conveyance of such waters, or other water management capabilities. Without limiting the generality of the foregoing, the Drainage System shall include the following:

(a) The detention/retention lakes and ponds and other improvements which constitute the system;

(b) Drainage facilities appurtenant to the basins;

(c) All lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Community;

(d) Any easements and right-of-ways which are necessary for drainage, ingress and egress, in order to properly operate and maintain the system; and

(e) Any other properties acquired by the Master Association which are necessary in connection with the operation and maintenance of the system.

1.15 "Founder" means CCS-Old San Jose, LLC, a Colorado limited liability company, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Community. The Founder is also an Owner for so long as the Founder is the record owner of any Unit.

1.16 "First Mortgage" means a bona fide first mortgage encumbering a Unit as security for the performance of an obligation, which is held by a First Mortgagee.

1.17 "First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust pension fund, any Agency, or any other lender generally recognized as an institutional lender, or the Founder, holding a First Mortgage.

1.18 "Limited Common Areas" means those Common Areas which are reserved for the exclusive use of a certain Unit(s) and/or Sub-Association(s) to the exclusion of other Units and/or Sub-Associations as specified in this Master Declaration and any exhibits hereto, including, but not limited to, the Master Plat.

1.19 "Master Association" means the Old San Jose on the River Master Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Master Association, whose members are the Owners, is responsible for maintaining the Common Areas (except as provided herein) and enforcing this Master Declaration.

1.20 "Master Declaration" means this Master Declaration of Charter, Easements, Covenants and Restrictions for Old San Jose on the River, as amended from time to time.

1.21 "Master Plat" means the plat attached hereto as **Exhibit E** and recorded coincident herewith that depicts the Property and the Annexable Property, as amended from time to time.

1.22 "Member" means each Owner who is a "Member" of the Master Association, as provided in Article III of this Master Declaration.

1.23 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.24 "Sub-Association" means any homeowner association established for a specific Building and/or group of Units pursuant to a Sub-Declaration. Whenever in this Master Declaration a power, right, duty or responsibility is recognized, granted, denied, restricted to or otherwise

addressed regarding a Sub-Association, then such power, right, duty or responsibility is only recognized, granted, denied, restricted or otherwise addressed for the Owners of that particular Sub-Association.

1.25 "Sub-Declaration" means a declaration of covenants, conditions and restrictions which may be recorded as provided under this Master Declaration to establish a community (as defined in Section 720.301, Florida Statutes) or a condominium (as defined in Section 718.103, Florida Statutes). Two Sub-Declarations are being recorded coincident with this Master Declaration, the Declaration of Condominium for Old San Jose on the River Sunset View Condominium and the Declaration of Condominium for Old San Jose on the River Coach House Condominium. All Sub-Declarations shall be subordinate to and subject to the terms of this Master Declaration.

1.26 "Supplemental Declaration" means any instrument that may be recorded by the Founder or the Master Association in accordance with Section 2.3 to add additional property to the Community.

1.27 "Unit" means a residential dwelling unit, whether a condominium unit, townhome, or single-family residence, now or hereafter existing in the Community. "Condominium Units" will be as established in the respective Sub-Declaration relating to such Units. "Townhome Units" or "Townhomes" means those portions of real estate in the Community hereafter conveyed by the Founder to an individual Owner and containing thereon a townhome, as further described on the Master Plat. Each Townhome consists of the real property located within the property description of such Townhome along with any improvements located thereon and the airspace located above, subject to the Party Wall provisions described in Section 5.9 below. "Single-family residence" means a platted lot and any single-family home constructed thereon within the Community hereafter conveyed by the Founder to an individual Owner. Condominium Units, Townhome Units and Single-family residences are not part of the Common Areas.

## ARTICLE II PROPERTY COMPRISING THE COMMUNITY

*Old San Jose on the River is being developed in phases. This Article describes the real property of which Old San Jose on the River will initially be comprised and provides the method by which additional property may be added.*

2.1 Property. The real property which shall be held, transferred, conveyed and occupied subject to this Master Declaration initially consists of the Property described on the attached Exhibit A.

2.2 Annexable Property. It is currently intended that the Community will, upon completion, comprise all of the Property and the Annexable Property. No assurances are made as to what additional portions, if any, of the Annexable Property will be made a part of the Community, the boundaries of those portions, or the order in which the portions will be added.

The Founder's exercise of any development right in any portion of the Annexable Property does not necessarily mean the right will be exercised in other portions of the Annexable Property.

### 2.3 Adding Property to the Community.

(a) By the Founder. The Founder shall have the right, but not the obligation, during the Development Period, from time to time in its sole discretion, to add to the Community any or all of the following properties (referred to herein as "Additional Property"):

- (i) Any part of the Annexable Property;
- (ii) Any contiguous property;
- (iii) Property any portion of which is within one-half mile of any portion of the Property or the Annexable Property (including any property separated from the Property or the Annexable Property by a public street, body of water or other property);
- (iv) Any other property with a reasonable relationship to the Community;

including, without limitation, any additional Units, Common Areas, or Common Area improvements located on any such property. In addition, the Founder shall have the right during the Development Period to subject any of said property to a Sub-Declaration.

(b) By Master Association. At such time as the Founder no longer selects a majority of the Board and continuing thereafter, property of any type may be added to the Community by a majority vote of the Board, with the consent of the owner of such property.

(c) Supplemental Declaration. A Supplemental Declaration adding the Additional Property shall become effective upon being recorded in the Public Records of Duval County, Florida.

(d) Special Provisions. A Supplemental Declaration may modify or add to the provisions of this Master Declaration if needed to reflect the different character of the Additional Property.

(e) Corrective Instruments. The Founder currently intends that all Units and Common Areas within the Property or the Additional Property (including the Annexable Property) which are to be conveyed to a party other than the Founder be made subject to this Master Declaration. If through error a Supplemental Declaration is not recorded prior to, or at the time of, such a conveyance the Founder shall have the right to record a corrective instrument subjecting the Unit and any Common Areas to this Master Declaration.

2.4 Withdrawal of Property. THE FOUNDER RESERVES THE RIGHT TO WITHDRAW PROPERTY FROM THE COMMUNITY, EITHER (I) AT ANY TIME DURING THE DEVELOPMENT PERIOD BEFORE THE PROPERTY TO BE

WITHDRAWN HAS BEEN IMPROVED (OR IF IT HAS BEEN IMPROVED, WITH THE CONSENT OF THE OWNERS OF UNITS WITHIN THE AREA BEING WITHDRAWN), OR (II) AT ANY TIME THEREAFTER SO LONG AS ALL OWNERS WITHIN THE AREA TO BE WITHDRAWN CONSENT, AND APPROPRIATE ACCESS TO THE REMAINING PORTIONS OF THE COMMUNITY IS PRESERVED.

NOTWITHSTANDING THE FOREGOING, THE FOUNDER HEREBY RESERVES THE RIGHT TO WITHDRAW AS COMMON AREAS FROM TIME TO TIME THOSE PORTIONS OF THE COMMUNITY DESCRIBED ON THE MASTER PLAT AS "FUTURE OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM PHASES 2 & 3" AND "FUTURE OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM PHASES 4 & 5" FROM THE COMMUNITY WITHOUT THE CONSENT OF THE MASTER ASSOCIATION, ANY CONDOMINIUM ASSOCIATION, ANY MORTGAGEE (INCLUDING FIRST MORTGAGEES), ANY OWNER OR ANY OTHER PERSON, AND TO SUBJECT SAID WITHDRAWN PROPERTY TO THE OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM REGIME, AT WHICH TIME SAID PROPERTY SHALL NO LONGER BE COMMON AREAS WITHIN THE MASTER ASSOCIATION, BUT INSTEAD SHALL BE UNITS AND COMMON ELEMENTS WITHIN THE CONDOMINIUM SUB-ASSOCIATION KNOWN AS OLD SAN JOSE ON THE RIVER COACH HOUSE CONDOMINIUM, WHICH IS SUBJECT TO THE MASTER COMMUNITY ESTABLISHED BY THIS MASTER DECLARATION.

### ARTICLE III MASTER ASSOCIATION

*Most day-to-day decisions about the maintenance of the Community and enforcement of this Master Declaration are the responsibility of the Board, acting on the Owners' behalf. For those decisions requiring Owners' approval, the Community Meeting provides a public opportunity for discussion and voting. The Articles and Bylaws of the Master Association, which create the Master Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Master Declaration.*

3.1 Establishment; Membership. The Master Association shall be established under Florida law as a not-for-profit corporation and is also a homeowners association subject to Chapter 720, Florida Statutes, as amended from time to time. Every Owner shall be a mandatory Member of the Master Association. Membership shall be appurtenant to and may not be separated from title to any Unit.

3.2 Voting.

(a) Voting Interests. Each Member shall have one vote for each Unit owned.

(b) Exercise of Vote. When more than one person holds an interest in any Unit, all such persons shall be Members. However, the number of votes for that Unit shall not be increased, and the Members must determine among themselves how the Unit's vote may be

exercised. Corporations, partnerships and other entities shall notify the Master Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Master Association may institute voting by electronic or other means.

(c) Methods. Wherever used in this Master Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article III, either at a properly called Community Meeting or through a voting procedure established under Section 3.2(d) below. Where this Master Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total membership of the Master Association and signatures may be collected without a Community Meeting or other voting procedure.

(d) Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written ballot procedure, which may be conducted by mail, or by written consent without a meeting, without prior notice and without a vote. Voting or consents shall be in accordance with the Bylaws and Florida Statute.

### 3.3 Board of Directors.

(a) Election. The Board shall consist of at least three people and shall be elected as provided in the Bylaws, subject to the Founder's rights described in Article XII below.

(b) Board's Responsibility. Except as specifically provided in this Article III or elsewhere in this Master Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Master Association and to make all decisions necessary for the operation of the Master Association, the enforcement of this Master Declaration and the care of the Common Areas.

(c) Quorum. Voting at a Board meeting requires the presence of at least one-half of the directors, in person or telephone conference or, if allowed by state law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

### 3.4 Community Meeting.

(a) When Called. The Community Meeting shall be called annually for the election of directors of the Board, and whenever any action is required by this Master Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Election of the Board of Directors	Section 3.3
Repeal of Additional Services	Section 5.10

Ratification of expenditures for capital improvements	Section 8.6
Repeal of Rules and Regulations adopted by the Board	Section 10.9
Amendment of Master Declaration	Section 13.1
Dedication of Common Roads	Section 13.2
Redevelopment	Section 13.3
Termination of Master Declaration	Section 13.4

(b) Quorum. Voting at a Community Meeting requires the presence of Members representing the percentage of votes established by the Board as necessary to transact business, which shall be thirty percent unless or until otherwise provided by the Board or applicable law. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than ten percent or more than fifty percent, unless otherwise required by statute.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 below at least ten days but no more than thirty days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one place within the Common Areas.

(d) Proxies. To the extent allowed by the Bylaws and Florida Statute, proxies and limited proxies may be used to establish a quorum and for voting purposes.

3.5 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Members. For each action taken, the record shall state the vote and a description of the action approved, and where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

3.6 Additional Provisions. Additional provisions concerning the operation of the Master Association and the Board are contained in the Articles and Bylaws.

#### ARTICLE IV COMMON AREAS

*Certain property within the Community and certain easement rights are to be owned and maintained by the Master Association for the benefit of the Owners. Except as otherwise provided in this Master Declaration, the Common Areas include all portions of the Community excepting only: (a) those portions of real property subject to a Sub-Declaration; (b) Single-family residences; and (c) Townhome Units. The Common Areas include, without limitation, the entry, all Common Roads, the Drainage System, the sewage treatment facility and any amenities designed to serve the Owners. As described in this Master Declaration, certain portions of the Common Areas may be restricted for use by certain Units and/or Sub-Associations.*

#### 4.1 Master Association Ownership; Responsibility.

(a) Title. The Master Association shall own the Common Areas. For those portions of the Common Areas that consist of easements and other rights, the Master Association shall be the holder of those rights. The Master Association shall accept title to any Common Areas conveyed to it by the Founder.

(b) Member's Benefit. The Master Association shall own and maintain the Common Areas for the benefit of all Owners. Except as specifically permitted by this Master Declaration, there shall be no commercial use of the Common Areas, nor shall the Common Areas be subdivided or sold.

(c) Maintenance; Capital Improvements. Except as otherwise provided herein, the Master Association shall be responsible for the management, control and improvement of the Common Areas and shall keep the Common Areas attractive, clean and in good repair. The Master Association may make capital improvements to the Common Areas and may modify the uses of the Common Areas. Expenses for substantial capital improvements must be approved by the Owners in accordance with Section 8.6 below. The Master Association shall maintain reserves as required by law or as it otherwise deems appropriate, including, without limitation, reserves for repaving Common Roads and repairing amenities and utilities owned by the Master Association.

(d) Rules and Regulations. The Board may adopt rules and regulations for the use of the Common Areas.

#### 4.2 Owners' Easements.

(a) Common Areas. Except as otherwise provided herein, every Owner shall have a right and easement of enjoyment in and to the Common Areas for their intended purposes, subject to reasonable rules and regulations which may be adopted by the Board from time to time. This easement shall be appurtenant to and shall pass with title to every Unit.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Master Declaration, the Bylaws and any rules and regulations adopted by the Board, their right to enjoyment of the Common Areas to the members of their family, their tenants or guests who reside in the Unit or are accompanied by the Owner. The Master Association may adopt rules to prohibit or restrict dual use of the Common Area recreational facilities by both an Owner and the Owner's tenant, except when the Owner is a bona fide guest of the tenant.

4.3 Damage or Destruction of Common Areas by Owner. If any Owner or any of their guests, tenants, licensees, agents, employees or members of their family damages any of the Common Areas as a result of negligence or misuse, the Owner hereby authorizes the Master Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Unit Assessment payable by the responsible Owner. The Master Association may, but is not required to, seek compensation for damage from the guest,

tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.4 Limitation of Liability. The Master Association shall use reasonable judgment in reducing access, maintaining the Common Areas (except as otherwise provided herein), including the Common Roads, and enforcing traffic control measures, but neither the Master Association nor the Founder makes any representation or assumes any liability for any loss or injury.

4.5 Purchase of Additional Common Areas. The Master Association may acquire additional real property to be owned as Common Area. The decision to acquire additional Common Area (other than that added by the Founder), whether by purchase or lease or other means, shall be authorized by a two-thirds vote of the Board. If the purchase or lease is costly enough to be considered a substantial capital improvement, it must be approved as described in Section 8.6 below.

4.6 Sale or Lease for Community Benefit. Although it would be unusual, the Master Association may sell, donate or grant long-term leases for small portions of the Common Areas or exchange parts of the Common Areas for other property inside or outside of the Community when the Board finds that it benefits the Community in at least one of the following two ways:

(a) The conveyance is intended to benefit the Community in ways other than the revenue, if any, to be derived from the transaction. For instance, the Master Association may convey or exchange property if necessary to improve access or to improve utility service.

(b) The revenue to be derived is significant and the use and appearance of the Common Areas is not significantly impaired. For instance, the Master Association might sell or lease small amounts of space for cellular telephone transmission equipment if such equipment were not obtrusive.

Any decision to donate, sell, exchange or lease any portion of the Common Areas must be approved by a two-thirds vote of the Board. A transaction for sale, exchange or lease for a term of more than one year, including all tenant renewal options, cannot be completed until thirty days after notice to Owners. If requested by at least ten percent of the Owners within the thirty-day period, a meeting of Owners must be held following at least seven-days notice and, if a quorum is present in person or proxy, the decision to purchase, sell, exchange or lease may be rescinded by majority vote of the Owners present. Any contract with a third party for the purchase, sale, exchange or lease of the Common Areas should be contingent upon this right of rescission, unless the Board has previously passed a resolution describing the intended transaction and given the required thirty-days notice.

4.7 Corrective Instruments. The Master Association, by approval of a two-thirds vote of the Board, may also execute corrective instruments, settle boundary line disputes and resolve other title matters concerning the Common Areas.

#### 4.8 Dedication.

(a) Common Roads. The Founder, at any time at its discretion without consent or agreement from anyone else, or the Master Association, upon consent in writing of two-thirds of all Owners and the Founder, shall have the right to convey title to or dedicate the Common Roads and/or utility lines and facilities to the appropriate public agency or authority.

(b) Common Areas. All Common Areas other than Common Roads may be dedicated to the public by the Board upon consent in writing of two-thirds of all Owners.

4.9 Condemnation. If all or part of the Common Areas is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Master Association. The Board shall have the right to act on behalf of the Master Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

4.10 Other Conveyances. Except as specifically permitted by this Master Declaration, the Common Areas cannot be mortgaged or conveyed or used for commercial purposes without the approval of at least two-thirds of the Owners other than the Founder, plus the consent of the Founder during the Development Period.

4.11 Founder Approval. Any actions undertaken by the Board under this Article IV during the Development Period shall require the prior written approval of the Founder.

4.12 Limited Common Areas. The Founder reserves the right during the Development Period to designate certain Common Areas as Limited Common Areas for the exclusive use of certain Units and/or Sub-Associations, and may assign repair, replacement and maintenance costs related thereto to the Units and/or Sub-Associations benefitted. By way of example, and not of limitation, the Founder has the right to designate the "Townhome Alley" shown on the Master Plat as a Limited Common Area of the Townhome Building and to assign the maintenance, repair and replacement of such Townhome Alley (and the costs related thereto) to the Owners of the Townhome Units.

In addition to the foregoing, the Founder reserves the right during the Development Period to reallocate certain Common Areas, including Limited Common Areas, to facilitate the development of the Community (i.e., a previously assigned Limited Common Area may be reallocated as a Common Area and vice versa).

4.13 Construction of Improvements. The Founder reserves the right during the Development Period, but shall no obligation, to construct improvements upon the Common Areas, including, but not limited to, the Amenity Area described in Section 5.2 below without the approval of the Master Association, any Sub-Association, any mortgagee (including First Mortgagees), any Owner or any other person. Such construction shall not be subject to the provisions of Article XI below.

Further, the Founder reserves the right during the Development Period to construct additional Buildings upon the Common Areas and to subject said Buildings to the provisions of a Sub-Declaration.

**ARTICLE V**  
**MASTER ASSOCIATION POWERS AND MAINTENANCE RESPONSIBILITIES**

*The Master Association is responsible for maintaining the Common Areas, and has other maintenance responsibilities as described in this Article V. The powers and duties are intended to be flexible, so that the Master Association can meet the needs of the Community as it changes over time.*

5.1 Common Areas. Except as otherwise provided herein, the Master Association shall be responsible for the management, control and improvement of the Common Areas and shall keep the Common Areas attractive, clean and in good repair.

5.2 Amenity Area.

(a) Amenity. Founder may, but is under no obligation to, construct and convey to the Master Association an "Amenity Area" which may consist of a community meeting room, a fitness facility, bathroom facilities, a swimming pool, and a pool deck. The Amenity Area may not be constructed as of the date this Master Declaration is recorded and may not be included initially within the Property. As set forth in Section 4.13 above, the Founder has reserved the right during the Development Period to construct the Amenity Area on Common Areas within the Community. The Founder makes no representation as to if, when and where the Amenity Area (or portions thereof) will be built. Additional property submitted to this Master Declaration and not included within the Amenity Area described above and intended as amenities for all Owners may also constitute part of the Amenity Area at the discretion of the Founder.

(b) Concessions. The Master Association may engage in, or lease space for concessions for, the sale of refreshments, towel-rental, or other enterprises intended to benefit those using the Amenity Area with the approval of the Founder during the Development Period. All leases shall be at the discretion of the Board, and no such lease shall be for a term greater than two years.

5.3 Common Roads.

(a) Common Roads. The streets within the Community are intended to be private. The alleys and any streets not dedicated to the public shall be known as the Common Roads and shall be maintained by the Master Association. The Master Association may maintain as Common Areas sidewalks and on-street parking, even if located within a public right-of-way.

(b) Regulation. To the extent permitted by applicable law, the Master Association may make rules and regulations concerning driving and parking within the Community, may prohibit parking on one-way streets and may construct speed bumps, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by applicable law, the Master Association may enforce any violation in accordance with Section 10.12 below and may tow or bar admittance to offenders.

#### 5.4 Entry.

(a) Entry is Common Area. The entries within the Community and any improvements located thereon are Common Areas.

(b) Reduced Access. If established by the Founder during the Development Period (without the approval of the Master Association, any Sub-Association, any mortgagee (including First Mortgagees), any Owner or any other person), or if approved by a majority vote of the Owners, the Master Association shall provide reduced access at the entrance to the Community. The Master Association may employ personnel, or maintain electronic or other devices for limiting access. Once reduced access has been established, the Master Association may not terminate reduced access unless approved by a two-thirds vote of the Owners and the approval of the Founder during the Development Period. The Master Association may however, alter its type or procedure for access measures at the entrances. Reduced access may be reinstated at any time by a majority vote of Owners.

(c) Public Art. The Founder during the Development Period may install at the entry or elsewhere in the Community statues or other public art that are intended to be viewed and enjoyed by Owners. The Master Association shall maintain and preserve such art as part of the Common Areas. If at any time the Master Association decides to remove the art, the art shall be returned to the Founder or if the Founder does not accept its return, donated to an appropriate governmental or nonprofit entity.

(d) Entry Signage. The Founder during the Development Period may install entry signage at the entry to the Community which shall constitute Common Area. The Master Association shall maintain and preserve such signage.

#### 5.5 Landscaping and Walkways.

(a) Common Area; Private Property. Except as otherwise provided herein, the Master Association shall maintain the landscaping, natural areas, lawns, sidewalks and other walkways within the Common Area.

(b) Rights-of-Way. Unless adequately maintained by the local government, the Master Association may also maintain as Common Area the sidewalk, street trees and any landscaping abutting the Community but located within the San Jose Boulevard public right-of-

way. Other public rights-of-way and other public or private properties located within reasonable proximity to the Community may be maintained in the same manner as Common Area if failure to do so would affect the appearance of or access to the Community.

(c) Founder's Property. Real property that is owned by the Founder may be used and maintained in the same manner as Common Area if the Founder has given exclusive or nonexclusive easement rights for use and maintenance by the Master Association as Common Area, whether for an indefinite or specified period of time.

(d) Single-Family Residences. At the discretion of the Board, the Master Association may undertake all landscaping associated with some, or all, Single-family residences. In such event, the costs associated with the landscaping shall be assessed as an Individual Unit Assessment to the Single-family residences benefitted.

#### 5.6 Drainage System.

(a) Generally. The plan for the development of the Community includes the Drainage System which is designed to provide drainage and surface stormwater management for all of the Community. District regulates the Drainage System and imposes certain requirements on the Master Association. The Master Association shall accept any part of the Drainage System deeded to it by the Founder and shall maintain the Drainage System in accordance with law, including any parts of the Drainage System that may be located outside of the Common Areas.

(b) Maintenance. The Master Association shall be responsible for the maintenance, operation and repair of the Drainage System. Maintenance of the Drainage System 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 and in accordance with the statutes, rules and regulations of the District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by, the District and all other local, state and federal authorities having jurisdiction. Assessments shall also be used to maintain and repair the Drainage System including, but not limited to, work within retention areas, drainage structures and drainage easements.

(c) Master Association Easements, Use and Control. Subject to the requirements of law, the Master Association shall have the right to control the water level of the Drainage System and to control the growth and eradication of plants, animals, fish and fungi. If permitted by law, the Master Association may use water from the Drainage System for irrigation. Swimming, boating, fishing or other recreational use is not permitted unless specifically granted by the Master Association. The Master Association shall have a perpetual non-exclusive blanket easement over the Community for the drainage of stormwater, including, without limitation, a blanket easement for access to operate, maintain or repair the Drainage System. By this easement, the Master Association shall have the right to enter upon any portion of the Community at a reasonable time and in a reasonable manner, to operate, maintain or repair the

Drainage System as required by the District permit. No person shall alter the drainage flow of the Drainage System, including buffer areas or swales, without the prior written approval of the District.

(d) Governmental Enforcement. District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Master Declaration that relate to the maintenance, operation and repair of the Drainage System.

(e) Amendments. Any amendment to this Master Declaration that alters any provision relating to the Drainage System beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of District.

(f) Use and Access. The Founder and the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Drainage System and shall have the right to deny such use to any person who, in the opinion of the Founder or the Master Association, may create or participate in a disturbance or nuisance on any part of the Drainage System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of the Founder and the Master Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of the Founder and the Master Association. Only the Founder and the Master Association shall have the right to pump or otherwise remove any water from any part of the Drainage System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Drainage System, including the ponds or retention lakes, except in connection with the maintenance thereof.

(g) LIABILITY. NEITHER THE FOUNDER NOR THE MASTER ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS OR EMPLOYEES, SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH ANY PART OF THE DRAINAGE SYSTEM OR ANY DRAINAGE EASEMENTS. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES THE FOUNDER AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER THE FOUNDER, THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF

THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, A UNIT, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HERBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

(h) Indemnity. The Master Association may be required to assume certain duties and liabilities for the maintenance of the Drainage System within the Community under permits or certain agreements with governmental agencies. The Master Association agrees that subsequent to the recording of this Master Declaration, it shall hold the Founder harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Drainage System occasioned in whole or in part by any act or omission of the Master Association or its agents, contractor, employees, servants, or licensees. Upon completion of construction of the Drainage System, the Founder shall assign all its rights, obligations and duties thereunder to the Master Association. The Master Association shall assume all such rights, duties and liabilities and shall indemnify and hold the Founder harmless therefrom.

5.7 Lighting. The Master Association may purchase or lease lighting for the Common Areas, including the Common Roads, from the local utility. Alternatively, although the Founder is under no obligation to do so, the Founder may purchase or lease street lights, poles, pedestals and related facilities on behalf of the Master Association, and in that event it is the Master Association's responsibility to pay all of the purchase price, lease payments or other charges relating thereto, including reimbursing the Founder for such costs if it has already made such payments.

## 5.8 Sewage Lift Station and Lines Plant.

(a) Generally. The Community includes a sewage lift station, sewer lines and related facilities (“Sewage System”). The defined term “Sewage System” means the lift station, sewer lines and related facilities servicing the Community up to the point where maintenance responsibility becomes the obligation of the Jacksonville Electric Authority, or its successors. It is specifically understood that the Sewage System includes all sewer lines and related facilities within the boundaries of an individual Condominium Unit, Townhome Unit or Single-family residence. The Florida Department of Environmental Protection and/or the Jacksonville Electric Authority (both of such entities are referred to herein collectively as “FDEP”) regulates the Sewage System and imposes certain requirements on the Master Association and any Sub-Association. The Master Association and any Sub-Association shall accept any part of the Sewage System deeded to it by the Founder.

(b) Maintenance. The Master Association shall be responsible for the maintenance, operation and repair of the Sewage System up to the boundary line between the Common Area and (i) any property subjected to a Sub-Declaration, (ii) an individual Townhome Unit, or (iii) a Single-family residence. Sub-Associations, Townhome Unit Owners or Single-family residence Owners shall be responsible for all maintenance, operation and repair of the Sewage System inside such boundary lines. Maintenance of the Sewage System shall mean the exercise of practices that allow the sewage treatment and management as permitted by FDEP and otherwise in accordance with law. Any repair or reconstruction of the Sewage System shall be as permitted or, if modified, as approved in writing by FDEP.

(c) Governmental Enforcement. FDEP shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Master Declaration that relate to the maintenance, operation and repair of the Sewage System.

## 5.9 Building and Unit Maintenance; Repair and Restoration.

(a) General. Except as otherwise provided in this Master Declaration (i) Condominium Buildings and Condominium Units are to be maintained, repaired, restored and/or replaced by either the Condominium Sub-Association or the Condominium Unit Owner as provided by the Sub-Declaration relating thereto, (ii) Townhome Units are to be maintained, repaired, restored and/or replaced by the Townhome Unit Owner, and (iii) Single-family residences are to be maintained, repaired, restored and/or replaced by the Single-family residence Owner (except for maintenance that may be undertaken by the Master Association pursuant to Section 5.5(d) above).

(b) Townhome Unit Exterior Walls. Townhome Building exterior walls are not considered Party Walls (as defined in Section 5.9(c) below), and the Master Association may make rules and regulations concerning the use and maintenance of such exterior walls.

(c) Townhome Party Walls.

(i) *Party Walls Defined.* There lie vertically along the common boundaries of each Townhome Unit common walls that form a structural part of and physically join Townhome Units ("Party Walls").

(ii) *Ownership of Party Walls.* Each Townhome Unit shall be deemed to include that portion of a Party Wall extending from the interior surface of the Party Wall to the approximate center of the Party Wall, together with the necessary easements for perpetual lateral and subjacent support, maintenance, repair and inspection of the Party Wall, and with equal rights of joint use.

(iii) *Protection/Maintenance of Party Walls.* No Owner shall have the right to destroy, remove or make any structural changes to a Party Wall that would jeopardize the structural integrity of any Townhome Unit without the prior written consent of the affected Owner(s). No Owner shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the Party Wall's structural integrity. No Owner shall subject a Party Wall to any use that in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the other Owner(s) that owns a portion of the Party Wall.

Subject to all other provisions of this Section 5.9(c) (1) maintenance, repair, replacement and restoration of the surfaces of a Party Wall and the wiring servicing one, but not both Townhome Units shall be the sole responsibility of the Townhome Owner whose Townhome Unit faces such wall or whose Townhome Unit is served by such wiring, and (2) maintenance, repair, restoration and replacement of all other parts of the Party Wall shall be shared equally by the adjacent Owners.

(iv) *Damage by Intentional or Negligent Act of Owner.* Should a Party Wall be structurally damaged or destroyed by the intentional act or negligence of an Owner or such Owner's agent, contractor, employee, tenant, family member, licensee, guest or invitee, such Owner shall promptly rebuild and/or repair the Party Wall at their own expense and shall compensate the other Owner(s) for any damages sustained to person or property as a result of such intentional or negligent act.

(v) *Damage from Other Causes.* Should a Party Wall be structurally damaged or destroyed by causes other than the intentional act or negligence of an Owner or such Owner's agent, contractor, employee, tenant, family member, licensee, guest or invitee, the damaged or destroyed Party Wall shall be repaired or rebuilt at the joint expense of all Owners owning any portion of the Party Wall, each such Owner to pay an equal share of the cost thereof.

(vi) *Florida Law Applicable.* To the extent not inconsistent with the terms and conditions of this Master Declaration, the general rules of law of the State of Florida

concerning party walls shall be applicable hereto.

**5.10 Additional Powers.** In addition to the specific powers provided in this Article V, and to the extent permitted by governmental authorities, the Master Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) Water, electrical, telephone, cable television or other utility services; supply irrigation water; garbage and trash collection and disposal;

(b) Insect and pest control; improvement of vegetation, fishing and wildlife conditions; lake and forestry management, pollution and erosion controls;

(c) Emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Common Roads; traffic and parking regulation and security patrols within the Community;

(d) Landscape maintenance; recreation, sports, craft and cultural programs; newsletters or other information services;

(e) Maintenance of easement areas, public rights-of-way and other public or private properties (with the property owners permission) located within reasonable proximity to the Community if its deterioration would affect the appearance of or access to the Community; and

(f) Any other service allowed by law to be provided by a community master association organized as a not-for-profit corporation.

The Board may, by majority vote, initiate any of the above services. If requested by petitions signed by at least ten percent of Owners, a Community Meeting may be called and if a quorum is present, the offering of the additional service under this Section 5.10 shall be repealed by majority vote of the Owners present in person or by proxy at the Community Meeting. For three years after such repeal, the Board may not reinstitute the service unless also approved by majority vote of the Owners present in person or by proxy at a validly called Community Meeting.

**5.11 Contracts.** The Master Association may contract with any party, including the Founder, for the performance of all or any portion of the management of the Master Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Unit Assessment, as applicable.

**5.12 Limitation.** The Founder and the Master Association make no representations concerning security and shall not be liable in any way for the failure to provide such services or the quality of such services if provided.

## ARTICLE VI EASEMENTS

*Every Owner has the benefit of certain easements, and the responsibility of others.*

6.1 Easements in Favor of the Founder and Master Association. The Founder hereby reserves for itself, its successors and assigns, for the benefit of all other properties owned by the Founder or its assigns which are a part of the Community, or adjacent to or reasonably near the Community (including any portions of the Additional Property (including the Annexable Property) whether or not subjected to this Master Declaration) the easements set forth in this Section 6.1 over, across, under and through the Community. In addition, the Founder reserves for the Master Association and its successors and assigns, including all Owners, the easements set forth in this Section 6.1 over, across, under and through the Community.

(a) Common Roads, Entry and Amenity Area. A nonexclusive easement for ingress, egress and use of the Common Roads, entry areas and the Amenity Area, if constructed, *provided, however*, that if property serviced by any of the foregoing Common Roads, entry areas and/or Amenity Area is not part of the Community, then such property shall bear its fair, proportionate share of the operating, repair, maintenance, restoration and/or replacement costs relating thereto.

(b) Utility and Drainage Easements. A nonexclusive easement to use and enjoy all Community utility and drainage systems, sewage lines, lift stations, retention ponds, conduits, culverts, swales, storm water drainage pipes, water lines, electric lines, cable lines, natural gas lines, propane gas lines and all related improvements or facilities, including, without limitation, the Drainage System and/or the Sewage System. In addition, a nonexclusive blanket easement upon, across, over, through, and under the Community for electric, water, sewer, gas, cable, storm water drainage and all other utilities to service the Community, including the right of entry to repair, maintain, restore and/or replace any of the utility facilities.

If the property serviced by any of the foregoing public and/or private utilities, the Drainage System and/or the Sewer System is not part of the Community, then (i) to the extent such property is using Community facilities, then such property shall bear its fair, proportionate share of the operating, repair, maintenance, restoration and/or replacement costs relating thereto, or (ii) where the utility systems service properties different than the Community, then such property shall pay all the operating, repair, maintenance, restoration and/or replacement costs relating thereto. The easements granted hereby are "blanket" easements, but where reasonable (as determined by the Founder in its sole discretion) such blanket easements shall be located within the Common Roads or other Common Areas. By virtue of these easements, the Founder and its successors or assigns may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits, conduits, pipes and other utility and drainage facilities. Regarding drainage, both the Founder and its successors and assigns and the Master Association and its successors and assigns are hereby granted a blanket easement and right on, over, under and through the ground within the Community to access, operate, maintain or repair the lakes, the Drainage System and other drainage of surface water

and other erosion controls. By this easement, the Founder or the Master Association shall have the right to enter upon any portion of the Common Areas, Building or Single-family residence at a reasonable time and in a reasonable manner, to operate, maintain or repair the Drainage System as required by the District permit. Additionally, the Master Association shall have a perpetual non-exclusive easement for drainage over the entire Drainage System. No person shall alter the drainage flow of the Drainage System, including buffer areas or swales, without the prior written approval of the District. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Founder or Master Association, as applicable, shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(c) Police Powers. A blanket easement throughout the Community is reserved for private patrol services, and for police powers and services supplied by the local, state and federal governments.

(d) FDOT. Easements, if any, given by the Founder or the Master Association to the Florida Department of Transportation in connection with its roads and/or drainage system.

(e) Encroachment. An easement for any Common Areas or Building constructed in the Community which encroach onto adjacent property, whether due to any minor deviation in the construction process or the settling or shifting of any land or improvements or the overhang of any roofs, gutters or eaves.

(f) Maintenance, Repair, Replacement and Restoration of Common Areas and Portions of Units. To the extent reasonably necessary, an easement over any Building or Unit for (i) maintenance, repair, restoration or replacement of the Common Area or any Building or Unit to the extent that the maintenance, repair, restoration or replacement of the Building or Unit is either the responsibility of or allowed to be performed by the Master Association, or (ii) to perform any duties required or permitted to be performed by the Master Association, its agent or assigns.

## 6.2 Relationship between Units.

(a) Intent. The easements in this Section 6.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Master Association may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Units similarly configured.

(b) Building Lines. It is intended that all of the Community be Common Area (including Limited Common Area) except (a) those portions of real property subject to a Sub-Declaration, (b) Single-family residences, and (c) Townhome Units. The Founder may make adjustments to Building/Common Area boundary lines to affect such intention.

(c) Roof, Gutter and Eaves Overhangs. If permitted by the Founder during the Development Period and the Architectural Review Board thereafter, Building roofs, gutters and eaves may overhang the Common Area boundary line.

6.3 Townhome Unit Easements. Townhome Units may be benefitted by certain access easements as shown on the Master Plat, as amended from time to time.

## ARTICLE VII INSURANCE

*Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article VII gives flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.*

7.1 Review of Coverage. The Board shall review the types of insurance coverages appropriate for the Master Association and the Common Areas including the limits and deductibles for each type of insurance from time to time as the Board determines.

7.2 Casualty Insurance. The Board shall obtain casualty insurance on the Common Areas for fire and other casualty damage, including, without limitation, coverage against vandalism, malicious mischief, hurricane, flood and windstorm, in amounts determined by the Board, but no less than the full then current insurable replacement cost of the Common Areas.

7.3 Public Liability. The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas and any topographic conditions or water access located on or adjoining the Community. If the Board so elects, such insurance may be issued on a comprehensive liability basis containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Master Association, the Board or other Owners.

7.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by directors of the Board and advisory members in the performance of their duties. The Board, in its discretion, shall determine the type and amount of such insurance.

7.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Owners.

7.6 Condominium Building Coverage. Each Condominium Sub-Association shall be solely responsible to obtain and continuously maintain casualty and general liability insurance

for its common elements, including its Buildings, naming the Master Association as an additional insured. Casualty coverage shall be in an amount equal to the full then current insurable replacement cost of the common elements, including the Buildings. If requested by the Master Association, each Condominium Sub-Association shall provide evidence of such insurance to the Master Association. Each Owner of a Condominium Unit shall be solely responsible to obtain their own insurance coverage for their Unit, their Unit's contents, their personal property and their liability.

**7.7 Townhome Unit Coverage.** Each Owner of a Townhome Unit shall be solely responsible to obtain and continuously maintain casualty and general liability insurance for their Unit, naming the Master Association as an additional insured. Casualty coverage shall be in an amount equal to the full then current insurable replacement cost of the Townhome Unit. If requested by the Master Association, each Townhome Owner shall provide evidence of such insurance to the Master Association.

**7.8 Single-Family Residence Coverage.** Each Owner of a Single-family residence shall be solely responsible to obtain and continuously maintain casualty and general liability insurance for their Single-family residence, naming the Master Association as an additional insured. Casualty coverage shall be in an amount equal to the full then current insurable replacement cost of the single-family home. If requested by the Master Association, each Single-family residence Owner shall provide evidence of such insurance to the Master Association.

**7.9 Repairs and Reconstruction after Fire or Other Casualty.**

(a) **Common Area.** If fire or other casualty damages or destroys any of the improvements on the Common Areas, the Board shall arrange for and supervise the prompt repair of the improvements, unless the area is to be redeveloped as provided in Section 13.3 below. The Board may restore the Common Areas to substantially original condition or may improve or modify its design or use. The reconstruction may be considered a substantial capital improvement in accordance with Section 8.6 below only if and to the extent that it modifies the original purpose of the Common Areas, in which case insurance proceeds shall be considered as if they were Assessments. The Board shall obtain funds for reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) **Condominium Building Improvements.** Unless a Condominium Sub-Association is terminated in accordance with the provisions of its Sub-Declaration, if fire or other casualty damages or destroys a Condominium Building or any part of a Condominium Building, that Condominium Sub-Association shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Architectural Review Board or the area is to be redeveloped as provided in Section 13.3. If the Condominium Sub-Association fails to clean and secure the Condominium Building site within thirty days after a casualty the Master Association may, in accordance with the provisions of Section 10.12 below, remove debris, raze

or remove portions of damaged structures and perform any other clean-up the Master Association deems necessary to make the Condominium Building site safe and attractive. The cost of such clean-up shall be assessed to the Owners in that Condominium Building as an Individual Unit Assessment. Except in the case of redevelopment as provided in Section 13.3 below, unless a Condominium Sub-Association is terminated in accordance with the provisions of its Sub-Declaration, if the Condominium Sub-Association fails to rebuild and restore the Condominium Buildings and Units within a reasonable time (as determined by the Master Board) after the destruction or damage, then the Master Association may, in accordance with the provisions of Section 10.12 below, rebuild and restore the Condominium Buildings and Units. The cost of such rebuilding and restoration shall be assessed to the Owners in that Condominium Building as an Individual Unit Assessment.

(c) Townhome Unit Improvements. If fire or other casualty damages or destroys a Townhome Unit or any other improvements in a Townhome Unit, the Owner of that Townhome Unit shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Architectural Review Board or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure their Townhome Unit within thirty days after a casualty the Master Association may, in accordance with the provisions of Section 10.12 below, remove debris, raze or remove portions of damaged structures and perform any other clean up the Master Association deems necessary to make the Townhome Unit safe and attractive. The cost of such clean-up shall be assessed to the Townhome Unit Owner as an Individual Unit Assessment. Except in the case of redevelopment as provided in Section 13.3 below, if a Townhome Unit Owner fails to rebuild and restore their Townhome Unit within a reasonable time (as determined by the Board) after the destruction or damage, then the Master Association may, in accordance with the provisions of Section 10.12, below, rebuild and restore the Townhome Unit. The cost of such rebuilding and restoration shall be assessed to the Unit Owner as an Individual Unit Assessment.

(d) Single-Family Residence Improvements. If fire or other casualty damages or destroys a single-family home or any other improvements on a Single-family residence, the Owner of that Single-family residence shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Architectural Review Board or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure their Single-family residence within thirty days after a casualty the Master Association may, in accordance with the provisions of Section 10.12 below, remove debris, raze or remove portions of damaged structures and perform any other clean up the Master Association deems necessary to make the Single-family residence safe and attractive. The cost of such clean-up shall be assessed to the Single-family residence Owner as an Individual Unit Assessment. Except in the case of redevelopment as provided in Section 13.3 below, if a Single-family residence Owner fails to rebuild and restore their improvements within a reasonable time (as determined by the Board) after the destruction or damage, then the Master Association may, in accordance with the provisions of Section 10.12, below, rebuild and restore the improvements. The cost of such rebuilding and restoration shall be assessed to the Owner as an Individual Unit Assessment.

**ARTICLE VIII  
MASTER ASSOCIATION BUDGET**

*To fulfill its obligation to maintain the Common Areas and its other obligations under this Master Declaration, the Board is responsible for the fiscal management of the Master Association.*

8.1 Fiscal Year. Except for the first year of the Association which shall begin on the date the Association is organized and shall end on December 31 of that year, the fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Master Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Master Declaration or properly approved in accordance with this Master Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Master Association and for reserves. If the Common Areas are taxed separately from the Units, the Master Association shall include such taxes as part of the budget. Fees for professional management of the Master Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Master Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Owners. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may at any time levy a Special Assessment in accordance with the provisions of Section 9.4 below.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which the first Unit is first conveyed to an Owner other than the Founder.

(b) Subsequent Years. Beginning with the fiscal year in which the first Unit is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Owner a copy of the budget in reasonably itemized form, which shall include the amount of

General Assessments payable by each Owner.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release an Owner's obligation to pay General Assessments whenever the amount of such General Assessments is finally determined. In the absence of an annual Master Association budget each Owner shall continue to pay the General Assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Substantial Capital Improvements. Any substantial capital improvement to the Common Areas approved by the Board must be ratified by a majority of the Owners. If the substantial capital improvement is approved by the Owners, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Master Association of the improvement is more than six percent of the Master Association's annual budget, or if when added to other capital improvements for the fiscal year, totals more than ten percent of the Master Association's annual budget; *provided, however*, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Architectural Review Board is required for all capital improvements. This Section 8.6 shall not limit the right of the Founder to make improvements to the Common Areas when and as the Founder determines during the Development Period and the approval of the Architectural Review Board is not required for such improvements.

8.7 Individual Unit Expenses. Certain services may be provided by the Master Association but are to be assessed to the affected Units rather than be included in the General Assessment. Where such services can be reasonably estimated in advance, the Master Association may budget for such expenses and assess the cost in advance to the affected Units, including the establishment of reserves. All costs or charges relating thereto are Individual Unit Assessments.

8.8 Accounts. Reserves shall be kept separate from other Master Association funds either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

## ARTICLE IX COVENANTS FOR MAINTENANCE ASSESSMENTS

*The cost of fulfilling the Master Association's financial obligations is divided equitably among the Owners by means of Assessments. To assure the Master Association of a reliable source of funds and to protect those Owners who contribute their equitable share, Assessments are mandatory and are secured both by a lien on the Unit and the Owner's personal obligation.*

9.1 Obligation for Assessments. Each Unit is subject to Assessments by the Master Association as further described in this Master Declaration and each Owner by acceptance of a

deed or other transfer instrument for their Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Master Declaration, and
- (c) Individual Unit Assessments for any charges particular to that Unit,

each together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including reasonable attorneys' fees whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

9.2 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed among the Units based upon a fraction, the numerator of which is one and the denominator of which is the total number of Units then existing within the Community.

9.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates General Assessments become due and may provide for collection of General Assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. General Assessments shall begin on the day of conveyance of the first Unit to an Owner other than the Founder. The initial General Assessment on any Unit subject to General Assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General Assessment or Special Assessment charged to each Unit, prorated to the month of closing.

(c) Water Management District. General Assessments shall be made and used for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to, work within the retention areas, drainage structures and drainage easements.

9.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and succeeding years, but in no event more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 above or any capital improvement not required to be approved by the Owners may be paid by Special Assessment

(b) Emergency Assessment. By a two-thirds vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Master Declaration or the law requires the Master Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

9.5 Individual Unit Assessments. The Master Association may levy at any time an Individual Unit Assessment against a particular Unit(s) for the purpose of defraying, in whole or in part, the cost of any special services to that Unit(s) or any other charges designated in this Master Declaration as an Individual Unit Assessment or chargeable under this Master Declaration to a particular Unit(s). Without limiting the generality of the foregoing, sewer, water and/or natural or propane gas service for the Community may be charged pursuant to a combined billing relating to multiple Units and the Common Areas pursuant to one master meter for the entire Community. In the event of combined billing, the Master Association shall pay the combined bill, but each Unit shall be responsible to reimburse the Master Association its appropriate share of the combined billing as an Individual Unit Assessment (this reimbursement is in addition to any other assessments due the Master Association and any Sub-Association).

9.6 Capital Contribution. At the closing and transfer of title of each Unit to the first Owner other than the Founder, the purchasing Owner shall contribute an amount equal to two months of General Assessments to the Master Association. This contribution shall be used by the Master Association for the purpose of initial and nonrecurring capital expenses of the Master Association and for providing initial working capital for the Master Association, and shall not be considered as a pre-payment of Assessments.

9.7 Collection of Assessments through Sub-Association. Unless prohibited by law, Assessments due the Master Association from any Owner subject to a Sub-Association shall be collected through the Owner's Sub-Association. If Assessments are collected through the Sub-Association, the Board shall certify the amount and category of all Assessments against such Units to the Sub-Association. The Sub-Association shall thereupon collect same as agent and on behalf of the Master Association. Each Sub-Association shall provide the Board with a list reflecting each Owner subject to its Sub-Declaration and the amount of Assessments collected from such Owner, such list to be furnished together with each payment, and in all events within five business days of written demand by the Board. The delegation of collection responsibility to a Sub-Association shall not diminish or impair in any way the obligation of each Owner for such Assessment. Notwithstanding the foregoing obligations of a Sub-Association, the Master Association may take such action that it deems necessary and is authorized hereunder to collect Assessments, including delinquent Assessments, directly from Owners within a Sub-Association.

9.8 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments (whether General Assessments, Special Assessments, Individual Unit Assessments or otherwise), together with any late fee, interest and

cost of collection when delinquent, including reasonable attorneys' fees whether or not suit is brought (collectively, "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Unit at the time when the Assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Unit.

(b) Creation of Lien. The Assessment Charge shall also be a continuing lien upon the Unit against which the Assessment Charge is made, which may be enforced upon recording a claim of lien. This lien, in favor of the Master Association, shall secure the Assessment Charge which is then due and which may continue to accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent Owner of the Unit shall be deemed to have notice of the Assessment Charge, whether or not a claim of lien has been filed.

The lien of any Assessment Charge shall be inferior and subordinate to the lien of any First Mortgage now or hereafter placed upon any Condominium Unit, unless the Assessment Charge is secured by a claim of lien recorded prior to the recording of the First Mortgage.

(c) Suit for Payment; Foreclosure of Lien. The Master Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Master Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Unit foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit.

(d) Other Remedies. The Master Association shall have the right to assess fines against an Owner and suspend their voting rights and right to use the Amenity Area, if any, for any period during which any Assessment against their Unit remains unpaid.

9.9 Certificate of Payment. The Treasurer of the Master Association upon request of an Owner, First Mortgagee or prospective purchaser shall furnish a certificate signed by a director of the Board stating whether that Owner owes any Assessments. Such certificate, when co-signed by the Secretary of the Master Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid. Alternatively, the Board may delegate to the Master Association's management company the responsibility for preparing and executing such certificates.

**ARTICLE X  
USE OF INDIVIDUAL UNITS**

*The following covenants are designed to protect the quality of life for all Owners within the Community and to set a standard for reasonable cooperation within the Community.*

10.1 Permitted Uses. Units are intended for residential use. To the extent permitted by law, and provided always that such use complies with all provisions of this Master Declaration, home industry that does not generate significant traffic, noise or odor or change the exterior appearance of a Building shall be permitted; *provided, however*, in no event shall signage for home-based businesses be allowed.

10.2 Prohibited Uses.

(a) Nuisances; Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate in any Unit, Building or the Common Areas. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with by and at the sole expense of the Owner, Sub-Association or the Master Association, whichever shall have the obligation to maintain or repair the affected portion of the Community.

(b) Wildlife. Capturing, killing, or trapping wildlife is prohibited within the Community except in circumstances imposing an imminent threat to the safety of persons or pets.

(c) Firearms; Fireworks. The use and discharge of firearms within the Community is prohibited. The term "firearms" includes B-B guns, pellet guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Master Association.

(d) Insurance. Nothing shall be done or kept in any Unit, Building or the Common Areas that will increase the rate of, or result in cancellation of, insurance for the Community or any other Unit or Building, without the prior written consent of the Master Association and the effected Sub-Association(s).

(e) Soliciting. No soliciting will be allowed at any time within the Community.

(f) Time-Sharing. No time-share ownership of Units is permitted without Master Association approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Unit under which the exclusive right of use, possession or occupancy of the Unit circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a Unit or ownership of a Unit by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership.

(g) Exterior Lighting. Excessive exterior lighting is prohibited. The Board, in its sole discretion, shall determine whether any exterior lighting is excessive.

(h) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on the Common Areas (except by the Master Association), or anywhere else where it is visible from outside a Unit is prohibited.

(i) Grills. Grills on balconies of Condominium Units and Townhome Units are permitted, but only if they meet all government codes and requirements and only if they are approved by the Architectural Review Board and even then only in areas allowed by the Master Association and only when operated in a safe and proper manner. Charcoal grills are not allowed. This Section 10.2(i) is not applicable to Single-family residences.

(j) Surge Protection. The Founder, in its sole discretion during the Development Period, may elect to install lightning rods on the roofs of Buildings or at other places in the Community. In no event shall the Master Association, the Founder, any Sub-Association, nor any management company, or their respective officers, boards of directors, employees, agents, or successors be held liable for any loss or damage by reason of the lack, ineffectiveness or inadequacy of any installed lightening rods. It is an Owner responsibility, and each Owner is hereby advised, to obtain and use surge protectors or other such protective devices to protect their property, including their electronic equipment, against lightning strikes.

10.3 Renting/Leasing. Restrictions regarding the leasing of Units, if any, shall be contained within the Bylaws.

10.4 Attractiveness and Safety of Units. Each Owner and each Sub-Association shall keep all parts of the Units and the Sub-Association's common elements in good order and repair and free from debris.

Without limiting the generality of the foregoing, to provide a neat, attractive and harmonious appearance throughout the Community, each Owner and each Sub-Association shall adhere to, and shall cause all the occupants of all Units including all tenants, family members, guests and invitees to adhere to the following restrictions:

(a) No foil or other reflective material shall be used on any window or door of any Unit for sun screens, blinds, shades or any other purpose. All shutters shall be neutral in color on the exterior side and all curtains or draperies covering any windows, doors or enclosures that may be seen from the outside shall be of a solid material (having no pattern), neutral in color, or be lined on the exterior side with a solid material that is neutral in color. No clothing, rugs or any other item shall be hung on or from any balcony, window or other exterior opening. Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door or balcony. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any ledge or balcony railing. All loose or movable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather

characterized by conditions of high winds.

(b) Window mounted air-conditioners are prohibited in respect to all Units.

(c) Refuse and garbage shall be deposited only in the receptacles provided therefore. The Common Areas shall be kept free and clear of rubbish, debris and any unsightly material. The Master Association may regulate placement and maintenance of garbage and trash containers, and fuel or gas storage tanks, and other matters affecting the attractiveness or safety of Units.

(d) Sidewalks, entrances, and all other portions of the Common Areas intended for ingress and egress shall not be obstructed or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar nature be stored therein.

(e) The personal property of all Unit occupants shall be stored within the Unit in such a manner as not to be unsightly, or interfere with the comfort and convenience of the occupants of other Units or in such a manner as not to detract from the attractive and harmonious appearance of the Community.

(f) All Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at seventy-eight degrees fahrenheit, to minimize humidity in the Unit. While the foregoing is intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Founder does not make any representations or warranties regarding the existence or development of molds, fungi or mycotoxins, and each Owner shall be deemed to waive and expressly release any such warranty and any claim for loss or damages resulting from the existence and/or development of same.

(g) Each Owner agrees that sound transmission is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can possibly be heard in another Unit. All noise, including, without limitation, talking, singing, television, radio, CD player, tape recorder or musical instrument, shall be kept at such volume levels that the noise is not audible outside of the boundaries of the Unit in which it originates. Without limiting the generality of the foregoing, no audio speakers, appliances or other apparatus shall be attached to or inserted in any part of the Buildings which would cause a noticeable vibration or noise in any other Unit. The Founder does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Community, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages, resulting from sound transmission.

(h) Each Unit window shall comply with the minimum industry and building code standards relating to pressures.

(i) At the completion of each Building, the Founder may provide to the Condominium Sub-Association (for Condominium Buildings) or the Master Association (for Townhome Buildings and Single-family residences), whichever is appropriate, with a maintenance manual for the Building. It is the responsibility of the Condominium Sub-Association with respect to Condominium Units and the Owner with respect to Townhome Units and Single-family residences, not the Founder, to maintain their Building(s) or Unit(s) in accordance with such manual. Neither the Founder, nor the Founder's contractor, or any of their respective agents, subcontractors or suppliers is responsible for repairs, restoration or replacement necessitated by a Condominium Sub-Association's or Owner's failure to maintain a Building or Unit as suggested in the maintenance manual. Each Condominium Sub-Association, each Owner and the Master Association shall hold harmless, defend and indemnify the Founder and all of the Founder's consultants including the architect and the architect's consultants for any damages, injuries, expenses and/or costs relating to the failure of a Condominium Sub-Association and/or Owner to maintain any Building or Unit as suggested in the maintenance manual, including all attorneys' fees and costs incurred by such indemnified parties, whether incurred in negotiations, settlement, at trial, upon appeal or during agency and/or administrative proceedings. The Founder and its contractors, architects, engineers and other consultants and agents may, but do not have to, inspect the Buildings and/or the Units.

10.5 Pets. Subject to the provisions of this Master Declaration, most pets are welcome so long as the pets do not cause an unsafe condition or unreasonable disturbance or annoyance. A maximum of two domesticated dogs and/or cats may be maintained in a Unit, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies or terraces, (c) generally not a nuisance to residents of other Units or of neighboring Buildings, and (d) not a pit bull or other breed considered to be dangerous by the Board. Neither the Board nor the Master Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing provisions regarding pets, and any Owner and any occupant of a Unit shall fully indemnify and hold harmless the Board and the Master Association from any loss, cost or liability resulting from any pet maintained in a Unit. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of such Owner's pets. The Master Association reserves the right to designate specific areas within the Common Areas where pets may be walked and prohibit pets in other areas. Pets shall be leashed and restrained at all times when on or about the Common Areas. The Association may prohibit tenants, guests and invitees from keeping pets or place restrictions on the keeping of pets by any of such persons.

10.6 Signs. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" and "For Rent" signs) shall be erected or displayed upon any Unit or Building (including in any window) or upon the Common Areas unless specifically permitted by the Architectural Review Board.

The foregoing provisions shall not apply to the Founder, its subsidiaries, affiliates and agents, who during the Development Period shall be permitted to post and display advertising signs (including, without limitation, signs advertising the Community, "For Sale" signs and "For Rent" signs) within any portion of the Community (including any portion of the Common

Areas, but excluding any Unit sold by the Founder to a third-party), and the Founder hereby reserves an easement for reasonable use of the Common Areas for such purposes.

#### 10.7 Automobiles.

(a) Parking. Automobiles may be parked only in (i) Building garages, (ii) in unassigned parking areas as originally created by the Founder, or (iii) in other parts of the Community that may be specifically designated in writing by the Board. All parking within the Community shall be in accordance with rules and regulations that may be adopted by the Master Association. The Master Association reserves the right to regulate or prohibit the parking of trucks, buses or recreational vehicles, oversize vehicles, boats, and vehicles which display advertising or the name of a business.

(b) Good Repair. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked in the Community. All such automobiles shall be in good running condition. Repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within the Community.

(c) Garage Doors. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

(d) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted.

(e) Enforcement. No Owner, nor any occupant of such Owner's Unit, including tenants, nor any of their respective family members, guests, invitees or licensees, shall park in any parking space the exclusive use of which has been assigned to another Owner. In the event of a violation of this provision, the Master Association and/or the Sub-Association relating to that Unit shall have the right to have any such vehicle removed at the expense of the violating Owner and the cost incurred by the Association and/or Sub-Association to have any such vehicle removed and stored shall be charged against the violating Owner. Further, the violating Owner hereby expressly waives any claim against the Association and/or Sub-Association or the party removing any such vehicle owned by the Owner for any damage that may be incurred thereby in the removal and storage thereof; and the violating Owner hereby expressly agrees to indemnify and hold harmless the Association and/or Sub-Association and the party removing any such vehicle owned by the Owner, or any occupant of such Owner's Unit, including tenants, or any of their respective family members, guests, invitees or licensees for any damage that may be incurred thereby in the removal and storage thereof.

10.8 Mobile Homes; Temporary Structures. Mobile homes are prohibited, although construction trailers and other temporary structures used by the Founder during the Development Period or approved by the Founder during the Development Period shall be allowed during the construction of the Community. Subject to the foregoing sentence and subject to other rights of the Founder in this Master Declaration, the Master Association may prohibit or regulate structures of a temporary character, trailers, tents, shacks, barns, sheds or

other outbuildings. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. During parties and other special events, the Board may approve the use of tents, trailers and other temporary buildings on the Common Areas or elsewhere within the Community.

10.9 Rules and Regulations. The Board may from time to time adopt rules and regulations or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Units, the Common Areas and any facilities or services made available to the Owners. This right shall include, without limitation, the right to approve rental agents, contractors and subcontractors who do business within the Community; *provided, however*, no such rules shall apply to the Founder, its contractors, subcontractors, and agents during the Development Period. Rules and regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested in writing by at least ten percent of all Owners, a Community Meeting may be called and any rule or regulation may be repealed by majority vote of the Owners. A copy of the rules and regulations adopted from time to time shall be posted in a conspicuous place within the Community or furnished to each Owner.

The Board shall be authorized to supplement and clarify the use restrictions contained within this Article X by way of adopting rules and regulations.

10.10 Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by the covenants contained in this Master Declaration and any rules and regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance and any violation by family members, guests or tenants may be considered to be a violation by the Owner. Without limiting the generality of the foregoing, an Owner remains responsible for paying all Assessments (including utility sub-meter charges and all other Individual Unit Assessments) to the Master Association regardless of whether the Owner's lease imposes that responsibility on the tenant or not.

10.11 Covenants Committee.

(a) Establishment. The Master Board may establish a Covenants Committee to hear any complaints of violations of this Article X or of rules and regulations adopted by the Board. The primary goal of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored.

(b) Statutory Requirement. Under Section 720.305, Florida Statutes, as currently written, a fine or suspension may not be imposed without notice of at least fourteen days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed

fine or suspension, it may not be imposed. It is intended that the Covenants Committee comply with the law and any changes to the law, which shall be automatically incorporated into this Master Declaration.

(c) Complaints. The Board or any resident or Owner may file a request with the Covenants Committee to hear an issue concerning possible violations of this Master Declaration or any rules and regulations adopted by the Board. The Covenants Committee will notify the resident who is believed to be in violation, as well as the Owner of the Unit, if different, and set a convenient date for a hearing.

(d) Hearing. The object of the hearing is to hear the various viewpoints and to attempt to reach an agreement that is acceptable to all parties. Sessions must be conducted with tact, dignity and respect. The Covenants Committee has the discretion to decide if the complaining party should participate in the hearing.

(e) Resolution. The Covenants Committee is to evaluate whether the resident or Owner has caused an unreasonable disturbance or other violation, and if so, to help reach a resolution. If the parties reach agreement and the Covenants Committee approves the agreement, the agreement is to be summarized in writing and signed by the parties, including the Covenants Committee. The Covenants Committee has the right to consider whether the same problem has arisen in the past and whether the resident or Owner has complied with previous agreements in evaluating the current agreement. If agreement is not reached, or if the parties do not comply with the agreement, or if the Covenants Committee determines by majority vote that a fine or suspension be imposed, the Covenants Committee is to make a report and recommendation to the Board for further action.

10.12 Enforcement. The Master Association and the Board have all of the rights and remedies afforded under law or equity. The following provisions are in addition to, and not in lieu of, all other rights and remedies of the Master Association and/or the Master Board.

(a) Fines and Suspension. Section 720.305, Florida Statutes, permits fines of up to One Hundred and No/100 Dollars for each day of a continuing violation, except that no such fine shall exceed One Thousand and No/100 Dollars in the aggregate unless otherwise provided in the governing documents. The Board has the right to assess fines up to the maximum allowed by law as that law may be amended from time to time, with no limit on the aggregate amount, and may restrict the resident's or Owner's use of the Common Areas for up to sixty days or until the violation is remedied, whichever is longer. This Section 10.12(a) is intended to automatically incorporate any changes to the statute cited above and to provide notice under the statute that aggregate fines may exceed One Thousand and No/100 Dollars. Fines shall be charged against the Unit as an Individual Unit Assessment. Any fines collected shall be contributed to the general fund of the Master Association. However, the primary goal of this Master Declaration is not to punish but to resolve problems. The Master Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored.

(b) Pets. If the Board finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance or violates this Master Declaration or any rules or regulation concerning pets, the Board may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Master Association may require that an Owner or resident permanently remove the pet from the Community. In addition, the resident or Owner must promptly repair any landscaping damage or other damage to the Community caused by their pet. The Master Association has the right to charge an Owner for the cost of repairs resulting from an Owner's or resident's pet. A violation of the provisions of this Section 10.12(b) shall entitle the Master Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Community. No pets shall be maintained in any portion of the Community except the Unit of the pet owner.

(c) Corrective Action for Unit Maintenance. If the Board determines that any Owner or Condominium Sub-Association, as the case may be, has failed to maintain any part of a Building and/or Unit in a clean, attractive and safe manner, in accordance with the provisions of this Master Declaration and any applicable rules and regulations, the Board shall notify the Owner or the Condominium Sub-Association, as the case may be, of its findings and may assess fines. If the violation continues for ten days after notice, the Master Association shall have the right without liability to enter the Building and/or Unit to correct, repair, restore, paint and maintain any part of such Building and/or Unit and to have any objectionable items removed from the Building and/or Unit. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Unit Assessment and/or to the Condominium Sub-Association, as the case may be.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Master Declaration or any rules and regulations, the Master Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Master Association shall have the right to evict the tenant, except tenants who are members of the Owner's family. Each Owner by acceptance of a deed irrevocably appoints the Master Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Unit Assessment.

(e) Additional Remedies. All remedies listed in this Section 10.12 are non-exclusive and may be applied cumulatively. The Master Association shall also have the right to bring suit to enforce the covenants contained in this Master Declaration, including the right to an injunction.

## ARTICLE XI ARCHITECTURAL REVIEW BOARD

*This Article XI establishes the Architectural Review Board, which administers all exterior changes, alterations, modifications and otherwise administers the design criteria for the Community.*

11.1 Design Criteria. No Building exterior or Unit exterior nor any part of any Building or any Unit which is visible from the exterior may be modified, changed, restored, reconstructed or otherwise altered by any person in any way without the prior, written approval of the Architectural Review Board. Without limiting the generality of the foregoing, the Architectural Review Board, in its discretion, may (a) regulate the design, structural criteria and integrity and appearance of all hurricane shutters or similar types of protective improvements, and (b) approve or disapprove, and if approved then regulate the design, structural soundness and integrity and appearance of, all porch and/or balcony screens or other enclosures. The Architectural Review Board may establish such rules and procedures and charge such review fees and require compliance deposits and/or bonds as it, in its sole discretion, determines.

### 11.2 Architectural Review Board.

(a) Establishment/Procedures. The Founder hereby establishes the Architectural Review Board to administer exterior changes and alterations. The Architectural Review Board is not a committee of the Master Association but exists as a separate entity under the terms of this Master Declaration. The Architectural Review Board shall establish reasonable review procedures.

(b) Composition. The Architectural Review Board shall consist of at least two members. During the Development Period the Founder shall select the members of the Architectural Review Board. After that time, the Board shall select the members of the Architectural Review Board, which may include members of the Board. To the extent reasonably possible, the Architectural Review Board shall include one or more architects, designers, builders or other professionals with an interest in home design.

(c) Employees. The Architectural Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.

(d) Compensation. Professionals and staff may be paid reasonable compensation for serving on the Architectural Review Board, as determined from time to time by the Founder or the Board, whichever is responsible for selection of the Architectural Review Board members. All members shall be compensated for expenses.

(e) Cost of Operation. The Founder or the Board, whichever is responsible for selection of the Architectural Review Board members, shall set the Architectural Review Board's review fees to cover all or part of the expected cost of its operation and shall fund any deficit.

11.3 Construction Subject to Review. No Building exterior or Unit exterior nor any part of any Building or any Unit which is visible from the exterior may be modified, changed, restored, reconstructed or otherwise altered by any person in any way until the Architectural Review Board has reviewed and approved construction plans and specifications, all fees have been paid, all deposits have been received and a site meeting with the Architectural Review Board has occurred. All construction must comply with the submitted and approved plans. Once a plan is approved, any modification to that plan, or any modification to the finished Unit or Building, must also be reviewed and approved. It is the intent of this paragraph that interior construction and modifications not affecting the external structure, or appearance of any Building or Unit (other than Townhome Units discussed below) are not subject to review.

Notwithstanding the foregoing, no construction, modification or alteration of any Townhome Unit is permitted until the Architectural Review Board has reviewed and approved construction plans and specifications, all fees have been paid, all deposits have been received and a site meeting with the Architectural Review Board has occurred. All construction must comply with the submitted and approved plans. Once a plan is approved, any modification to that plan, or any modification to the Townhome Unit, must also be reviewed and approved.

11.4 Enforcement.

(a) Fines. The Architectural Review Board may require a Sub-Association or Owner, as the case may be, to post a deposit from which the Architectural Review Board may deduct fines for failure to comply with approved plans, specifications, regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity. A Sub-Association and/or Owner are responsible for any and all noncompliance, including noncompliance by any of their respective architects, engineers, consultants, contractors and/or other agents.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Architectural Review Board, the Founder or the Master Association may require the Owner or the Sub-Association to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Master Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorneys' fees, even if the relief requested is not granted.

(c) No Waiver. Failure to enforce any provision of this Master Declaration shall not be deemed a waiver of the right to do so at any time thereafter.

11.5 Liability. The Architectural Review Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the

safety or structural integrity of any construction. Approval by the Architectural Review Board of an application shall not constitute a basis for any liability of the Founder, members of the Architectural Review Board, directors of the Board or the Master Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any contractor or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

11.6 Founder Exemption. This Article XI shall not apply to the Founder during the Development Period. The Founder is exempt from all Architectural Review Board review and approvals required by this Article XI and elsewhere in this Master Declaration during the Development Period.

## ARTICLE XII FOUNDER'S RESERVED RIGHTS

12.1 Selection of Board. The Founder shall appoint and remove the initial officers and directors of the Board. The Founder may appoint a majority of the Board until that date which is three months after ninety percent of the Permitted Units (see Section 1.12 above) have been sold by the Founder. Even after such date, for so long as the Founder owns five percent or more of the Permitted Units, the Founder shall have the right to appoint one director of the Board. Elections shall be conducted in accordance with the Bylaws. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Founder reserves the right to record an instrument specifying that certain actions of the Master Association or Board must be approved by the Founder before they become effective. Notwithstanding the foregoing, no later than sixty days after the sale of the 51<sup>st</sup> Unit in the Community to an Owner other than the Founder, Owners other than the Founder shall have the right to elect one member of the Board.

12.2 Easements in Favor of the Founder. Except as otherwise provided herein, the Founder reserves for itself and its assigns the following easements in perpetuity:

(a) Common Roads, Entry Way, Amenity Area, Utility, Drainage, etc. The Founder reserves for itself, its successors and assigns, for the benefit of those properties described in Section 6.1 above, all the easements specified in said Section 6.1, including, without limitation, (i) easements to use the Common Roads, entry areas, Amenity Area (if constructed), Sewage System, Drainage System, and all other utility systems, and (ii) blanket drainage easements over the Community for utilities and drainage if the Founder elects to construct different utilities or drainage systems to service the benefited properties.

(b) Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Common Areas for construction equipment and any other purpose related to construction of any property within the Property or Additional Property (including the Annexable Property). This easement shall expire upon expiration of the Development Period.

(c) Cable. An exclusive easement for the installation, replacement, repair and maintenance of cable and fiber optic systems for the benefit of the Property and the Additional Property (including the Annexable Property). By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits; *provided, however*, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of their Unit.

(d) Gas. An exclusive easement for the installation, replacement, repair and maintenance of underground pipes for the distribution of propane or natural gas or both for the benefit of the Property and the Additional Property (including the Annexable Property). By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment and excavate for such purposes; *provided, however*, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of their Unit.

12.3 Model Units, Sales and Management Offices. Notwithstanding any provision of this Master Declaration to the contrary, the Founder reserves for itself and its assigns the right to maintain sales offices, management offices and an unlimited number of model units within the Community during the Development Period. These facilities may be located in any Unit and/or on any portion of the Common Areas and may be relocated from time to time at the Founder's sole discretion. Sales offices, management offices and model units may be owned by different entities, including builders and other entities that are unrelated to the Founder. At the end of its use as a sales or management office or model unit, a Unit shall be owned by the owner of record, subject to all normal covenants and restrictions for the Community. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on any portion of the Common Areas, any Unit owned by the Founder, and in any sales office, management office and/or model unit advertising the Community and the Units therein for sale or lease.

12.4 Commercial Use of Images. The Founder shall have the following rights:

(a) The exclusive right to grant permission for the Common Areas to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including, without limitation, its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) The right to grant permission for similar reproduction of the exteriors of any other part of the Community which can be viewed from streets, alleys or the Common Areas. Such exteriors may be reproduced without the consent of or payment to an Owner, but the above right is not intended to prevent any Owner from granting independent permission for any part of the Community owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not

interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of images of the Community in connection with any news or feature coverage, for academic purposes, or by any governmental agency interested in the promotion of tourism or commerce or any other similar purpose.

12.5 Trademark. The name "Old San Jose on the River" is a trade name that may be owned by the Founder.

12.6 Exercise of Reserved Rights. All rights reserved in this Master Declaration for the benefit of the Founder shall terminate in accordance with the provisions reserving the right in question, or if no such time period is identified, then such right shall terminate upon expiration of the Development Period.

### **ARTICLE XIII AMENDMENT, REDEVELOPMENT AND TERMINATION**

*Owners should be able to rely on this Master Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Master Association operate more efficiently or to adjust to changing conditions. Where clearly to the Community's benefit, these new provisions should be incorporated into this Master Declaration.*

13.1 Amendment.

(a) By Owners. This Master Declaration may be amended at any time by an instrument signed by the President or Vice President and Secretary of the Master Association, certifying approval in writing by two-thirds of all Owners. Any amendment during the Development Period shall require the Founder's consent. Rights reserved to the Founder may not be amended at any time without the specific consent of the Founder.

(b) By the Founder. The Founder specifically reserves the absolute and unconditional right at any time during the period in which the Founder appoints a majority of the Board as described in Section 12.1 above, to amend this Master Declaration without the consent or joinder of any party (i) to conform to the requirements of any Agency or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to any law or the requirements of institutional mortgage lenders or title insurance companies, (iii) to clarify the Master Declaration's provisions or to correct errors, or (iv) to conform to the requirements of the Florida Department of Environmental Protection, the District and/or any other governmental body or agency relating to the Drainage System.

(c) Limitation. Whenever any action described in this Master Declaration requires approval of greater than two-thirds of the Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

(d) Recording. Any amendment shall take effect upon recording in the Public Records of Duval County, Florida.

(e) Water Management District. Any amendment to this Master Declaration which alters any provision related to the surface water or stormwater management system beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

13.2 Dedication of Common Roads. The Common Roads are Common Areas and shall remain Common Areas for so long as the Founder owns property comprising a portion of the Property or the Additional Property (including the Annexable Property). After the Founder no longer owns any such property (or if the Founder does still own any such property and gives its written consent), then the Master Association, upon consent in writing of two-thirds of all Owners, shall have the right to convey title to or dedicate the Common Roads and/or utility lines and facilities to the appropriate public agency or authority, but only in accordance with applicable law.

13.3 Redevelopment. All or a portion of the Community, known as a "Redevelopment Area," may be purchased for redevelopment in accordance with the following provisions:

(a) Purpose. If the Community should ever be struck by a natural disaster or other casualty, all or a portion of the Community might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this Section 13.3 provides a method for redevelopment in accordance with a new plan when Owners representing sixty-seven percent of the votes in the Master Association, and at least fifty-one percent of First Mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this Section 13.3 allows redevelopment, while continuing to protect the dissenting Owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable.

(b) Redevelopment Area. A Redevelopment Area is a portion of the Community that must be a defined, logical section for redevelopment. Both the plan for redevelopment and exercise of the purchase option for a Redevelopment Area must be approved by the Architectural Review Board and the Board prior to exercise of the option. The plan for redevelopment may include modification of the design criteria or termination of this Master Declaration for the Redevelopment Area. If this Master Declaration is terminated for a Redevelopment Area, the Board may sell or donate to the Owners within the Redevelopment Area the Common Areas located there, reserving access and use easements as appropriate.

(c) Purchase Option; Time When Available. The option to purchase Units within the Community for redevelopment is not available until the occurrence of one of the following:

(i) Any time after fifty years from the recording of this Master Declaration,  
or

(ii) Upon a casualty loss destroying at least seventy-five percent, by value, of the insurable improvements, either within all of the Community, or within a Redevelopment Area. The option period for a casualty loss ends ninety days after the casualty, and if the option is not exercised within that time, the damage must be repaired in accordance with Section 7.9 above.

(d) Requirements for Exercise. If Owners representing sixty-seven percent of the Owner's votes within the Community or the Redevelopment Area, as applicable, and First Mortgagees holding First Mortgages on at least fifty-one percent of the Units encumbered by First Mortgages, wish to make a new use of that portion of the property, such Owners may exercise an option to purchase the remaining Units. The option to purchase must be executed by all Owners of all Units seeking the option, and must include all remaining Units.

(e) Delivery of Option; Closing. The option to purchase (or copy of the original, executed option) must be delivered in person or by registered mail to each Owner of a Unit to be purchased. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(f) Price. The price for each Unit to be purchased shall be its fair market value determined by agreement between the seller and purchaser within thirty days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to this Master Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Unit distributed on account of the casualty loss. The purchaser shall pay the expense of the appraisals and all closing costs.

(g) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent of the purchase price.

(h) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers may be entered in any court of competent jurisdiction.

(i) Limitation. If necessary for this Section 13.3's validity under the Rule Against Perpetuities or similar law, this option shall expire ninety years from the time of recording of this Master Declaration, or whatever greater time period allowed by law.

13.4 Duration; Termination. The covenants and restrictions contained in this Master Declaration shall run with and bind the Community and shall inure to the benefit of and be enforceable by the Founder, the Master Association, and all Owners of property within the

Community, their respective legal representatives, heirs, successors or assigns for a term of ninety-nine years from the date this Master Declaration is recorded, after which time this Master Declaration shall be automatically extended for successive periods of twenty-five years unless an instrument signed by Owners representing sixty-seven percent of the votes in the Master Association has been recorded at least one year prior to the end of any such period agreeing to terminate this Master Declaration.

This Master Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. This Master Declaration may be terminated at any time with the consent in writing of all Owners.

(b) Dedication of Common Areas. This Master Declaration may be terminated with the consent in writing of Owners representing two-thirds of the votes in the Master Association, if the Common Areas have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (or, if alleys or footpaths are not accepted for dedication, they have been conveyed to the adjacent Owner, reserving an easement for continued use).

(c) Redevelopment. This Master Declaration may be terminated for all or a part of the Community in accordance with the redevelopment provisions of Section 13.3 above.

13.5 Rerecording. Unless this Master Declaration is terminated, the Master Association shall rerecord this Master Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

13.6 Condemnation. If all or part of the Common Areas is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Master Association. The Board shall have the right to act on behalf of the Master Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

#### **ARTICLE XIV GENERAL PROVISIONS**

14.1 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Community as a community of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

14.2 Invalidity. The invalidity of any part of this Master Declaration shall not impair or affect the validity or enforceability of the rest of this Master Declaration, which shall remain in full force and effect.

### 14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Master Declaration, either to restrain violation or to recover damages, and against their property to enforce any lien created by this Master Declaration. To enforce this Master Declaration or any rules and regulations, the Master Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Master Association.

(b) No Waiver. Failure to enforce any provision of this Master Declaration or any rules and regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Master Association Legal Fees. Any and all costs, including, but not limited to, reasonable attorneys' fees and court costs, which may be incurred by the Master Association in the enforcement of any of the provisions of this Master Declaration, whether or not suit is brought, may be assessed as an Individual Unit Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to an Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Unit owned by the Owner, and if different, to the last known address of the person who appears as Owner of the Unit as that address is stated on the records of the Master Association at the time of the mailing.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Claims, Litigation Relating to Defects. No Owner or Sub-Association may commence litigation regarding any defect, or alleged defect, relating to the Common Areas or any Building unless the parties to the dispute have endeavored in good faith to mediate such claim in accordance with the rules and procedures relating to mediation of litigation in Duval County, Florida then in effect. Each party to such a claim or dispute shall pay all of its own costs relating thereto (including all attorneys, experts and/or consultants fees and costs) incurred relating to the claim or dispute, regardless of whether such costs and fees are incurred during negotiations, settlement, mediation, arbitration, at trial, upon appeal or during agency or administrative proceedings.

### 14.7 Consent of First Mortgagees.

(a) When Consent Required. This Master Declaration contains provisions concerning various rights, priorities, remedies and interests of First Mortgagees. Such provisions are to be construed as covenants for the protection of First Mortgagees on which they may rely in making loans secured by a First Mortgage on a Unit. Accordingly, no amendment

or modification of this Master Declaration specifically impairing such rights, priorities, remedies or interests of a First Mortgagee shall be adopted without the prior written consent of First Mortgagees as provided in Section 14.7(b) below. This Section 14.7(a) shall not be construed however as a limitation upon the rights of the Founder, the Master Association or the Owners to make amendments which do not adversely affect First Mortgagees, nor shall it be construed as a limitation on the right of the Founder to make amendments contemplated by this Master Declaration even if such amendments do adversely affect First Mortgagees.

(b) Percentage Required. Wherever consent of First Mortgagees is required, it shall be sufficient to obtain the written consent of First Mortgagees holding a lien on at least fifty-one percent of all Units encumbered by a First Mortgage.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within thirty calendar days of receipt of request for consent shall be deemed given.

14.8 Law to Govern. This Master Declaration shall be construed in accordance with the laws of the State of Florida.

#### **ARTICLE XV WATERSIDE FACILITIES**

*There are presently no dock or boat slips located within the Community. The Founder, in its sole discretion, may or may not develop some of the Additional Property as docks, boat slips and related facilities, but there is no assurance that any docks or boat slips will ever be part of the Community.*

15.1 Waterside Facilities. There is presently an observation dock to the west of the Community. Such observation dock is located in the St. Johns River and is not presently part of the Common Areas. Moreover, the Founder is trying to procure the necessary permits, authorizations and rights to build boat slips and/or additional docks with related facilities in the St. Johns River. However, whether the Founder will want or be allowed to do anything, and what the Founder might want or be allowed to do, is totally unknown at this time. Founder does not make any representation and disclaims all representation regarding the existing observation dock and any alterations, modifications, additional docks, boat slips and related facilities which might or might not hereafter exist.

15.2 Conflicts; Ambiguities. The provisions of this Article XV relating to the Waterside Facilities control, supersede and prevail over any and all different or conflicting provisions of this Master Declaration.

15.3 Founder Rights. The Founder reserves the right at any time during the Development Period, but shall have no obligation, to submit all or a portion of the Waterside Facilities to the terms of this Master Declaration. In addition, the Founder reserves the right at any time during the Development Period to deed all or any portion of the Waterside Facilities to the Master Association.

IN WITNESS WHEREOF, the undersigned does hereby make this Master Declaration of Charter, Easements, Covenants and Restrictions for Old San Jose on the River and has caused this Master Declaration to be executed as of the day and year first above written.

WITNESSED

CCS-Old San Jose, LLC, a Colorado limited liability company

Printed Name: Adrian P. Clewell

By: Peter A. Wells  
Peter A. Wells, Manager

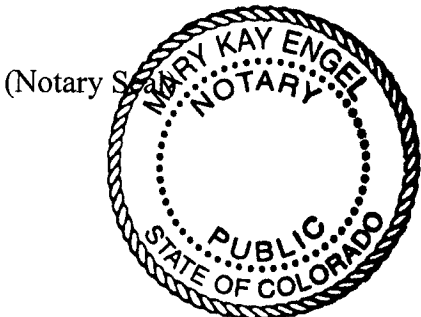
Printed Name: J. Christopher Kinsman

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 10th day of May, 2011, by Peter A. Wells, Manager of CCS-Old San Jose, LLC, a Colorado limited liability company, on behalf of the company. He is personally known to me.

Mary Kay Engel  
Print Name: Mary Kay Engel  
Notary Public, State of Colorado  
My Commission Expires: \_\_\_\_\_



My Commission Expires **05/29/2012**

Exhibit A

(Property)

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, together with a part of Lot 23 and all of Lot 24, Bates and Martin Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, together with a parcel of filled sovereignty land in the St. Johns River contiguous with a part of said Section 38, all being more particularly described as follows: BEGINNING at the intersection of the Southerly line of said Lot 24 with the Westerly right of way line of San Jose Boulevard (State Road No. 13) as now established as a 100 foot right of way; thence South 19°27'49" East, along the Westerly right of way line of San Jose Boulevard, 60.78 feet; thence South 53°31'33" West, 423.79 feet; thence North 36°28'27" West, along the Easterly line of those lands described in Official Records Volume 1245, Page 600 of said Current Public Records, a distance of 65.71 feet; thence South 54°30'40" West, along said Southerly line of Lot 24, the same being the Northerly line of those lands as described in Official Records Volume 1245, page 600 and Official Records Volume 4833, Page 288 of said Current Public Records, a distance of 530.28 feet; thence Northwesterly and Northeasterly, along the Mean High Water Line of the St. Johns River as established and described in Official Records Volume 5336, Page 161 of said Current Public Records, the following four (4) courses: North 63°26'06" West, a distance of 33.54 feet; North 05°42'38" West, a distance of 30.15 feet; North 57°46'16" East, a distance of 27.19 feet; North 12°31'44" East, a distance of 6.24 feet to its intersection with the Westerly face of an existing concrete block bulkhead and a point hereinafter referred to as Reference Point "A"; thence Northerly along the face of said bulkhead and continuing along the Mean High Water Line, 187 feet, more or less, to a point which lies North 24°58'34" West, 185.87 feet from aforementioned Reference Point "A"; thence North 64°10'39" East, 78.45 feet; thence South 42°12'40" East, 139.31 feet; thence North 22°02'17" East, 40.74 feet; thence North 27°09'19" East, 102.88 feet; thence North 35°34'33" East, 67.80 feet; thence North 44°41'22" East, 21.39 feet; thence North 54°12'48" East, 234.18 feet to the point of curvature of a curve concave Southerly and having a radius of 304.00 feet; thence Easterly around and along the arc of said curve, a distance of 135.93 feet, said arc being subtended by a chord bearing and distance of North 67°01'21" East, 134.80 feet to the point of tangency of said curve; thence North 79°49'55" East, 30.70 feet to the point of curvature of a curve concave Northwesterly and having a radius of 18.00 feet; thence Northerly around and along the arc of said curve, a distance of 29.37 feet, said arc being subtended by a chord bearing and distance of North 33°05'19" East, 26.22 feet to the point of tangency of said curve; thence North 13°39'18" West, 12.58 feet to the point of curvature of a curve concave Westerly and having a radius of 110.00 feet; thence Northerly around and along the arc of said curve, a distance of 41.35 feet, said arc being subtended by a chord bearing and distance of North 24°25'23" West, 41.10 feet to the point of tangency of said curve; thence North 35°11'27" West, 40.96 feet; thence North 54°48'33" East, 22.71 feet to the point of cusp of a curve concave Northerly and having a radius of 10.00 feet; thence Easterly around and along the arc of said curve, a distance of 16.31 feet, said arc being subtended by a chord bearing and distance of South 77°52'41" East, 14.56 feet to the point of tangency of said curve; thence North 55°23'23" East, 136.66 feet to a point situate on said Westerly right of way line of San Jose Boulevard and/or State Road No. 13; thence

South 19°27'49" East, along said Westerly right of way line, 278.90 feet to the POINT OF BEGINNING.

Containing 5.39 acres and/or 234,661 square feet, more or less.

**Exhibit B**

(Annexable Property)

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, together with a part of Lot 23 and all of Lot 24, Bates and Martin Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, together with a parcel of filled sovereignty land in the St. Johns River contiguous with a part of said Section 38, all being more particularly described as follows: For a Point of Beginning COMMENCE at the intersection of the Southerly line of said Lot 24 with the Westerly right of way line of San Jose Boulevard (State Road No. 13) as now established as a 100 foot right of way; thence South 19°27'49" East, along the Westerly right of way line of San Jose Boulevard, 60.78 feet; thence South 53°31'33" West, 423.79 feet; thence North 36°28'27" West, along the Easterly line of those lands described in Official Records Volume 1245, Page 600 of said Current Public Records, a distance of 65.71 feet; thence South 54°30'40" West, along said Southerly line of Lot 24, the same being the Northerly line of those lands as described in Official Records Volume 1245, Page 600 and Official Records Volume 4833, Page 288 of said Current Public Records, a distance of 530.28 feet; thence Northwesterly and Northeasterly, along the Mean High Water Line of the St. Johns River as established and described in Official Records Volume 5336, Page 161 of said Current Public Records, the following 4 courses: North 63°26'06" West, a distance of 33.54 feet; North 05°42'38" West, a distance of 30.15 feet; North 57°46'16" East, a distance of 27.19 feet; North 12°31'44" East, a distance of 6.24 feet to its intersection with the Westerly face of an existing concrete block bulkhead; thence Northerly along the face of said bulkhead and continuing along the Mean High Water Line, 650 feet, more or less, to the Northerly terminus of said Mean High Water Line described in Official Records Volume 5336, Page 161; thence North 62°36'52" East, along the Southerly line of those certain lands described in Official Records Volume 5131, Page 724, of said Current Public Records, the same being the Southerly line of Grosvenor Square, as recorded in Plat Book 45, Pages 10 and 10A of said Current Public Records, 971.92 feet to a point situate on the aforementioned Westerly right of way line of San Jose Boulevard, said right of way line being a curve concave Northeasterly and having a radius of 1,482.40 feet; thence Southerly around and along the arc of said curve and along said Westerly right of way line, 219.97 feet, said arc being subtended by a chord bearing and distance of South 15°12'45" East, 219.77 feet to the point of tangency of said curve; thence South 19°27'49" East, continuing along said Westerly right of way line, 338.51 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, together with a part of Lot 23 and all of Lot 24, Bates and Martin Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, together with a parcel of filled sovereignty land in the St. Johns River contiguous with a part of said Section 38, all being more particularly described as follows: BEGINNING at the intersection of the Southerly line of said Lot 24 with the Westerly right of way line of San Jose Boulevard (State Road No. 13) as now established as a 100 foot right of way; thence South 19°27'49" East, along

the Westerly right of way line of San Jose Boulevard, 60.78 feet; thence South  $53^{\circ}31'33''$  West, 423.79 feet; thence North  $36^{\circ}28'27''$  West, along the Easterly line of those lands described in Official Records Volume 1245, Page 600 of said Current Public Records, a distance of 65.71 feet; thence South  $54^{\circ}30'40''$  West, along said Southerly line of Lot 24, the same being the Northerly line of those lands as described in Official Records Volume 1245, page 600 and Official Records Volume 4833, Page 288 of said Current Public Records, a distance of 530.28 feet; thence Northwesterly and Northeasterly, along the Mean High Water Line of the St. Johns River as established and described in Official Records Volume 5336, Page 161 of said Current Public Records, the following four (4) courses: North  $63^{\circ}26'06''$  West, a distance of 33.54 feet; North  $05^{\circ}42'38''$  West, a distance of 30.15 feet; North  $57^{\circ}46'16''$  East, a distance of 27.19 feet; North  $12^{\circ}31'44''$  East, a distance of 6.24 feet to its intersection with the Westerly face of an existing concrete block bulkhead and a point hereinafter referred to as Reference Point "A"; thence Northerly along the face of said bulkhead and continuing along the Mean High Water Line, 187 feet, more or less, to a point which lies North  $24^{\circ}58'34''$  West, 185.87 feet from aforementioned Reference Point "A"; thence North  $64^{\circ}10'39''$  East, 78.45 feet; thence South  $42^{\circ}12'40''$  East, 139.31 feet; thence North  $22^{\circ}02'17''$  East, 40.74 feet; thence North  $27^{\circ}09'19''$  East, 102.88 feet; thence North  $35^{\circ}34'33''$  East, 67.80 feet; thence North  $44^{\circ}41'22''$  East, 21.39 feet; thence North  $54^{\circ}12'48''$  East, 234.18 feet to the point of curvature of a curve concave Southerly and having a radius of 304.00 feet; thence Easterly around and along the arc of said curve, a distance of 135.93 feet, said arc being subtended by a chord bearing and distance of North  $67^{\circ}01'21''$  East, 134.80 feet to the point of tangency of said curve; thence North  $79^{\circ}49'55''$  East, 30.70 feet to the point of curvature of a curve concave Northwesterly and having a radius of 18.00 feet; thence Northerly around and along the arc of said curve, a distance of 29.37 feet, said arc being subtended by a chord bearing and distance of North  $33^{\circ}05'19''$  East, 26.22 feet to the point of tangency of said curve; thence North  $13^{\circ}39'18''$  West, 12.58 feet to the point of curvature of a curve concave Westerly and having a radius of 110.00 feet; thence Northerly around and along the arc of said curve, a distance of 41.35 feet, said arc being subtended by a chord bearing and distance of North  $24^{\circ}25'23''$  West, 41.10 feet to the point of tangency of said curve; thence North  $35^{\circ}11'27''$  West, 40.96 feet; thence North  $54^{\circ}48'33''$  East, 22.71 feet to the point of cusp of a curve concave Northerly and having a radius of 10.00 feet; thence Easterly around and along the arc of said curve, a distance of 16.31 feet, said arc being subtended by a chord bearing and distance of South  $77^{\circ}52'41''$  East, 14.56 feet to the point of tangency of said curve; thence North  $55^{\circ}23'23''$  East, 136.66 feet to a point situate on said Westerly right of way line of San Jose Boulevard and/or State Road No. 13; thence South  $19^{\circ}27'49''$  East, along said Westerly right of way line, 278.90 feet to the POINT OF BEGINNING.

Containing 14.0943 acres, more or less.

**Exhibit C**

(Articles of Incorporation)

**[See Attached]**

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**ARTICLES OF INCORPORATION  
FOR  
OLD SAN JOSE ON THE RIVER MASTER ASSOCIATION, INC.  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2011 APR 15 AM 9:46

FILED

The undersigned subscriber to these Articles of Incorporation, a Colorado limited liability company, hereby forms a not-for-profit corporation under the laws of the State of Florida.

**ARTICLE I  
NAME**

The name of the corporation is the Old San Jose on the River Master Association, Inc. hereinafter referred to as the "Association." The address of the Association is c/o Vista Community Association Management, 3310 South Westmonte Drive Suite 3310, Altamonte Springs, Florida 32714.

**ARTICLE II  
REGISTERED AGENT**

The initial Registered Agent of the Association is Vista Community Association Management. The street address of the Registered Agent is 3310 South Westmonte Drive Suite 3310, Altamonte Springs, Florida 32714.

**ARTICLE III  
PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property to be known as Old San Jose on the River ("Property") in accordance with the Master Declaration of Charter, Easements, Covenants and Restrictions for Old San Jose on the River, recorded or to be recorded in the Public Records of Duval County, Florida ("Declaration") for the mutual advantage and benefit of the members of the Association, who shall be owners of separately conveyable Units. To promote the health, safety and welfare of the owners of Units, the Association shall have and exercise the following authority, powers and duties:

(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, which is hereby incorporated by reference, as it may be amended from time to time, and all the powers and privileges of a not-for-profit corporation organized under Chapter 617, Florida Statutes.

(b) 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.

(c) To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with St. Johns River Water Management District permit requirements and applicable District rules and shall assist in the enforcement of the Declaration which relate to the surface water or stormwater management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system, including but not limited to work within retention areas, drainage structures and drainage easements.

(d) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

(e) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

**ARTICLE IV  
MEMBERSHIP**

Every person or entity who is a record owner of a Unit within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

**ARTICLE V  
VOTING RIGHTS**

Voting rights are assigned in accordance with the provisions of the Declaration. However, until the occurrence of certain events as described in the Declaration, the developer of the Property shall have the right to appoint at least a majority of the members of the Board

**ARTICLE VI  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors, who do not need to be members of the Association. The Board of Directors shall be selected as provided in the Declaration and Bylaws.

**ARTICLE VII  
TERM OF EXISTENCE**

This corporation shall commence existence with the filing of these Articles of Incorporation with the Florida Secretary of State. The corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida.

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**ARTICLE VIII  
DISSOLUTION**

The Association may be dissolved as provided in the Declaration. 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 that would comply with Section 40C-42.027, F.A.C. and be approved in writing by the City of Jacksonville prior to such termination, dissolution or liquidation.

**ARTICLE IX  
OFFICERS**

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board in accordance with the Bylaws.

**ARTICLE X  
BYLAWS**

The Bylaws of this Association shall be adopted by the first Board and recorded in the Public Records of Duval County, Florida. The Founder may amend the Bylaws unilaterally for the reasons set forth in Section 13.1 of the Declaration. In addition, the Bylaws may be amended by (a) unanimous approval of the directors, after notice to Members and opportunity for discussion, (b) approval of a majority of the Members at a meeting at which a quorum was present, or (c) assent in writing of Members representing a majority of the voting interests. Any such modification shall be effective upon recording in the Public Records of Duval County, Florida. No amendment shall be made to the Bylaws without the consent of the Founder so long as the Founder owns a Unit.

**ARTICLE XI  
AMENDMENTS**

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by approval in writing of two-thirds of the membership.

**ARTICLE XII  
SUPREMACY**

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

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**ARTICLE XIII  
INDEMNIFICATION**

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law, except when the director, officer, employee and/or agent is guilty of willful misfeasance or malfeasance in the performance of their duties. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or their legal representative may be made a party or may be threatened to be made a party by reason of their being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

**ARTICLE XIV  
INCORPORATOR**

The incorporator of the corporation is CCS-Old San Jose, LLC, a Colorado limited liability company whose address is 1450 Infinite Drive, Suite E2, Louisville, Colorado 80027.

[REMAINDER INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the incorporator has caused these Articles of Incorporation to be executed this 28<sup>th</sup> day of February, 2011.

WITNESSES:

CCS-Old San Jose, LLC, a Colorado limited liability company

F. A. Soucie  
Printed Name: Terri A. Soucie

By: Sharon K. Eshima  
Sharon K. Eshima, Manager

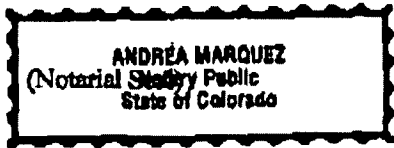
[Signature]  
Printed Name: Valerie J. Taylor

STATE OF Colorado

COUNTY OF Boulder

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2011, by Sharon K. Eshima, as Manager of CCS-Old San Jose, LLC, a Colorado limited liability company, on behalf of the company. She is personally known to me.

[Signature]  
Printed Name: Andrea Marquez  
Notary Public, State of Colorado  
My Commission Expires: 12/14/2013



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**REGISTERED AGENT CERTIFICATE**

The undersigned hereby accepts the designation as Registered Agent of Old San Jose on the River Master Association, Inc.

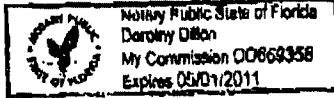
Vista Community Association Management

By: Ellen Wornack  
Printed Name: Ellen Wornack  
Its: Agent

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2011, by Ellen Wornack, as Agent of Vista Community Association Management. He/She is personally known to me.



(Notarial Seal)

Dorothy Dillon  
Printed Name: Dorothy Dillon  
Notary Public, State of FL  
My Commission Expires: 5/1/11

**FILED**  
2011 APR 15 AM 9:46  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Exhibit D**

(Bylaws)

**[See Attached]**

**BYLAWS  
FOR  
OLD SAN JOSE ON THE RIVER ON THE RIVER MASTER  
ASSOCIATION, INC.,**

**A FLORIDA NOT-FOR-PROFIT CORPORATION**

The Old San Jose on the River Master Association, Inc. ("Association") is organized as a not-for-profit corporation under Chapter 617, Florida Statutes. It is also subject to the special provisions of Chapter 720, Florida Statutes, for homeowners' associations. These Bylaws were written to comply with those chapters at the time the Association was formed. However, those laws may change, and the Association is required to comply with changes to the law.

These Bylaws are attached as an exhibit to the Master Declaration of Charter, Easements, Covenants and Restrictions for Old San Jose on the River, recorded or to be recorded in the Public Records of Duval County, Florida ("Declaration"). The Articles of Incorporation, the document that legally created the corporation under state law, is also an attachment to the Declaration. A corporation's Bylaws provide the details for running the organization. They must not contradict the statutes, the Declaration or the Articles of Incorporation but they fill in the gaps.

These Bylaws incorporate certain relevant portions of Chapter 720, which are shown in italics with a bar to the left to set them off from the rest of the text. These Bylaws do not restate those procedures that are adequately described in the statute, and the Association should follow the statutory requirements. In some cases, the statutes have been reformatted to make them easier to read, and extraneous paragraphs have been deleted. Where the statute uses the term "developer," it shall refer to the Founder as defined in the Declaration. The entire statute is not included and should be consulted for additional provisions.

Bylaws are intended to be easier to amend than either the Declaration or the Articles of Incorporation so that the Association can adjust the Bylaws to its needs. Any amendments to these Bylaws must be recorded in the Public Records of Duval County, Florida, as an amendment to the Declaration. However, any amendments to the statute shall be automatically incorporated into these Bylaws and do not need to be approved or recorded, although such changes should be noted the next time the Bylaws are amended for any other purpose.

**ARTICLE I  
MEMBERS**

1.1 Membership. The Members of the Association are the owners of separately conveyable residential units ("Units") [either condominium units, townhouse units or single-family lots, as the case may be] in Old San Jose on the River ("Community") as described in the Declaration. The membership of each Owner shall terminate when the person ceases to be an Owner of a Unit. Upon the sale, transfer or other disposition of an ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Owner. The Association may

issue certificates evidencing membership.

1.2 Shares; Votes. Each Member shall have an interest in the funds and assets of the Association and shall be assigned a vote as set out in the Declaration.

## ARTICLE II MEMBERSHIP MEETINGS

**Editor's Note:** A quorum is the percentage of the membership necessary to conduct business of the Association at a meeting. State law allows those physically present to be counted, plus those who have filed a proxy. A proxy is a legal document that allows a Member who will not be present at the meeting to designate another person to vote for that Member. A general proxy allows the designee to vote on all matters, while a limited proxy directs the designee to vote for certain matters in a certain way.

Article 3 of the Declaration provides additional information concerning voting methods.

### **720.306 Meetings of members; voting and election procedures; amendments.**

#### *(1) QUORUM; AMENDMENTS.*

*(a) Unless a lower number is provided in the bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be 30 percent of the total voting interests. Unless otherwise provided in this chapter or in the articles of incorporation or bylaws, decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.*

*(b) Unless otherwise provided in the governing documents or required by law, and other than those matters set forth in paragraph (c), any governing document of an association may be amended by the affirmative vote of two-thirds of the voting interests of the association.*

*(c) Unless otherwise provided in the governing documents as originally recorded or permitted by this chapter or chapter 617, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment. For purposes of this section, a change in quorum requirements is not an alteration of voting interests. The merger or consolidation of one or more associations under a plan of merger or consolidation under chapter 607 or chapter 617 shall not be considered a material or adverse alteration of the proportional voting interest appurtenant to a parcel.*

*(2) ANNUAL MEETING. The association shall hold a meeting of its members annually for the transaction of any and all proper business at a time, date, and place stated in, or fixed in accordance with, the bylaws. The election of directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting or as provided in the governing documents.*

(3) *SPECIAL MEETINGS.* Special meetings must be held when called by the board of directors or, unless a different percentage is stated in the governing documents, by at least 10 percent of the total voting interests of the association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

(4) *CONTENT OF NOTICE.* Unless law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

(5) *NOTICE OF MEETINGS.* The bylaws shall provide for giving notice to members of all member meetings, and if they do not do so shall be deemed to provide the following: The association shall give all parcel owners and members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

(6) *RIGHT TO SPEAK.* Members and parcel owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the board or by the membership, a member and a parcel owner have the right to speak for at least 3 minutes on any item, provided that the member or parcel owner submits a written request to speak prior to the meeting. The association may adopt written reasonable rules governing the frequency, duration, and other manner of member and parcel owner statements, which rules must be consistent with this subsection.

(7) *ADJOURNMENT.* Unless the bylaws require otherwise, adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to s. 720.303(2). Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under s. 617.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

(8) **PROXY VOTING.** *The members have the right, unless otherwise provided in this subsection or in the governing documents, to vote in person or by proxy.*

(a) *To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.*

(b) *If the governing documents permit voting by secret ballot by members who are not in attendance at a meeting of the members for the election of directors, such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the association in an outer envelope bearing identifying information reflecting the name of the member, the lot or parcel for which the vote is being cast, and the signature of the lot or parcel owner casting that ballot. If the eligibility of the member to vote is confirmed and no other ballot has been submitted for that lot or parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a lot or parcel, the ballots for that lot or parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered.*

(9) **ELECTIONS.** *Elections of directors must be conducted in accordance with the procedures set forth in the governing documents of the association. All members of the association shall be eligible to serve on the board of directors, and a member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held or, if the election process allows voting by absentee ballot, in advance of the balloting. Except as otherwise provided in the governing documents, boards of directors must be elected by a plurality of the votes cast by eligible voters. Any election dispute between a member and an association must be submitted to mandatory binding arbitration with the division. Such proceedings shall be conducted in the manner provided by s. 718.1255 and the procedural rules adopted by the division.*

(10) **RECORDING.** *Any parcel owner may tape record or videotape meetings of the board of directors and meetings of the members. The board of directors of the association may adopt reasonable rules governing the taping of meetings of the board and the membership.*

**720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.**

(2)(c) *The bylaws shall provide for giving notice to parcel owners and members of all board meetings and, if they do not do so, shall be deemed to provide the following:*

1. *Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, for communities with more than 100 members, the bylaws may provide for a reasonable alternative to posting or mailing of notice for each board meeting, including publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the homeowners' association. However, if broadcast notice is used in lieu of a notice posted physically in the community, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. The bylaws or amended bylaws may provide for giving notice by electronic transmission in a manner authorized by law for meetings of the board of directors, committee meetings requiring notice under this section, and annual and special meetings of the members; however, a member must consent in writing to receiving notice by electronic transmission.*

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these Bylaws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The Board shall determine the date and time of the annual meeting, which shall ordinarily be at least eleven months but no later than thirteen months since the previous annual meeting.

2.3 Special Meetings. Unless specifically provided otherwise in these Bylaws or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by Members holding a majority of the votes having the right to vote at such meeting.

2.4 Notice.

(a) Electronic Means. The Board may provide for posting on an Association website, notice by electronic transmission or similar means. Such notice may be in addition to, or with the written consent of the Members, instead of delivery by mail or personal delivery.

(b) Written Notice. Notice of all Members' meetings, annual or special, shall be given by the President, Vice President or Secretary to each Member unless waived in writing. Such notices shall be mailed or personally delivered to each Member not less than seven days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

(c) Posting. In addition to the foregoing, except in an emergency when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Community not less than forty-eight hours prior to any special meeting and not less than fourteen days prior to the annual meeting.

2.5 Waiver. Any Member may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Quorum. Voting at an Association meeting requires the presence of Members in person or proxy representing thirty percent of the voting interests in the Association. If Florida law is ever modified to permit other forms of representation such as teleconferencing to be counted toward a quorum, the Board may adopt by rule such change without amendment of these Bylaws.

2.7 Meeting Location. The Board shall determine the place for all annual and special meetings, which shall be in Duval County, Florida.

2.8 Proxies. Proxies are permitted for any meeting of the membership.

2.9 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than ten days nor more than sixty days, and all ballots returned within the permitted time shall be counted. The Board may also establish a minimum number of ballots that must be returned in order for the vote to be valid, within the limits required for a quorum. The Board may also adopt rules permitting voting by internet or other procedures that may become available from time to time.

### ARTICLE III BOARD OF DIRECTORS

**Editor's Note:** The Board of Directors sets policy for the maintenance of the Common Areas and any Association property, enforces the Declaration and makes most of the decisions about the operation of the Association.

**720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.**

#### *(2) BOARD MEETINGS.*

*(a) A meeting of the board of directors of an association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or*

*pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. The provisions of this subsection shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.*

*(b) Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the board or a committee and the association's attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters are not required to be open to the members other than directors.*

*(c) The bylaws shall provide for giving notice to parcel owners and members of all board meetings and, if they do not do so, shall be deemed to provide the following.*

*1. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, for communities with more than 100 members, the bylaws may provide for a reasonable alternative to posting or mailing of notice for each board meeting, including publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the homeowners' association. However, if broadcast notice is used in lieu of a notice posted physically in the community, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. The bylaws or amended bylaws may provide for giving notice by electronic transmission in a manner authorized by law for meetings of the board of directors, committee meetings requiring notice under this section, and annual and special meetings of the members; however, a member must consent in writing to receiving notice by electronic transmission.*

*2. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14*

*days before the meeting.*

3. *Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.*

(d) *If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement pursuant to subparagraph (c)2. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.*

**720.306 Meetings of members; voting and election procedures; amendments.**

(9) *ELECTIONS. Elections of directors must be conducted in accordance with the procedures set forth in the governing documents of the association. All members of the association are eligible to serve on the board of directors, and a member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held or, if the election process allows voting by absentee ballot, in advance of the balloting. Except as otherwise provided in the governing documents, boards of directors must be elected by a plurality of the votes cast by eligible voters. Any election dispute between a member and an association must be submitted to mandatory binding arbitration with the division. Such proceedings shall be conducted in the manner provided by s. 718.1255 and the procedural rules adopted by the division.*

(10) *RECORDING. Any parcel owner may tape record or videotape meetings of the board of directors and meetings of the members. The board of directors of the association may adopt reasonable rules governing the taping of meetings of the board and the membership.*

3.1 Initial Composition. The initial Board shall consist of three members originally appointed by the Founder.

3.2 First Election. No later than sixty days after the sale of the 51<sup>st</sup> Unit in the Community to an Owner other than the Founder, Members other than the Founder shall have the right to elect one member of the Board. The Association shall call a meeting of the Members to elect such member and notice shall be given not less than thirty days before the meeting. The meeting may be called and notice given by any Member if the Association fails to do so. At the meeting, the Members shall elect the director that they are then entitled to elect, who shall replace one

named by the Founder and who shall serve until the next regularly scheduled annual meeting of the Association, when a successor shall be elected.

3.3 Transition. As provided in Section 12.1 of the Declaration and Section 720.307, Florida Statutes, Members other than the Founder shall not be entitled to elect a majority of the Board until that date which is three months after ninety percent of the Permitted Units (see Section 1.12 of the Declaration) have been sold by the Founder. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Founder reserves the right to record an instrument specifying that certain actions of the Association or Board must be approved by the Founder before they become effective.

3.4 Number of Directors. After transition from Founder control, the Board shall consist of five directors.

3.5 Term. Directors shall hold office for a term of two years. A director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.6 Qualifications. Directors are not required to be Owners.

3.7 Voting Procedure. In voting for the Board, a Member may cast their votes for as many candidates as there are directors to be elected. A Member is not required to use all of that Member's votes; *however*, no cumulative voting shall be permitted. For example, if there are three seats to be filled and the Member has one vote, the Member may cast one vote each for one, two or three candidates, but shall not cast more than one vote for any particular candidate. If the Member is eligible to cast two votes, the Member may cast two votes apiece for up to three candidates. The candidates receiving the highest number of votes shall be declared elected. Directors may be elected by a plurality; a majority is not required. However, if there are a large number of candidates, the Board may in advance of the voting determine that a certain minimum percentage of the votes may be required for election, and provide for run-off elections if such percentage is not achieved.

3.8 Powers and Duties. The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Community and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Community and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Community stated in the Declaration to be maintained by the Association;

(e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Community and to delegate any such powers to the employees or agents of the Association;

(f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(g) To enter into contracts for cable television services, high-speed internet access, telephone service, security services, and other telecommunications or information services to be provided to the Community, including, without limitation, bulk service agreements, wholesale purchase agreements, resale agreements, and facilities construction, installation, maintenance and repair agreements;

(h) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and

(i) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

3.9 Removal. Except for directors selected by the Founder, any director may be removed from office, with or without cause, by at least a majority vote of all Members at any duly called meeting of the Members. A special meeting to remove a director or directors from office may be called by Members representing ten percent of the membership giving notice of the meeting unless a lower percentage is permitted by law. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Association meeting.

3.10 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the Members shall be filled by a vote of the membership. Any Board member selected by the Founder may be replaced at any time by the Founder. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

3.11 Meetings; Notice. Regular or special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board, except for meetings between the board and its attorney permitted by law to be private, shall be open to all Members and, except in an emergency as provided above, notices of all such meetings shall be posted in a conspicuous place on the Community at least forty-eight hours

prior to the meeting. The Board may provide for alternative posting on an Association website, notice by electronic transmission or similar means easily accessible by all Members. If required by law, Members must consent in writing to receiving notice by electronic transmission. Members other than directors shall not be entitled to vote or participate in any other way at the Board meeting unless the Board so permits. Except under emergency conditions, all meetings shall be held in Duval County, Florida.

3.12 Waiver. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.13 Quorum. Voting at a Board meeting requires the presence of at least one-half of the directors, in person or telephone conference or, by rule of the Board, any other legal means. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.14 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Members; *however*, directors may be reimbursed for expenses.

#### **ARTICLE IV OFFICERS**

4.1 President. The President shall preside over the meetings of the Board and of the Members and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association.

4.2 Additional Officers. Subject to the provisions of the Declaration and the Articles, at each annual meeting of the Board, the Board shall elect the following officers of the Association:

(a) One or more Vice Presidents, who shall also be directors and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(b) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all of the duties generally incident to the office of Secretary;

(c) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(d) Such additional officers as the Board shall see fit to elect. An individual may

hold more than one position.

4.3 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation; *provided, however*, the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.4 Term. Each officer shall hold office for the term of one year and until their successor shall have been elected and qualified.

4.5 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.6 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners, but may be reimbursed for expenses.

## ARTICLE V RECORDS

**Editor's Note:** The Declaration provides as follows:

The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member at reasonable times and upon reasonable notice.

### ***720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting.***

(3) ***MINUTES.*** Minutes of all meetings of the members of an association and of the board of directors of an association must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

(4) ***OFFICIAL RECORDS.*** The association shall maintain each of the following items, when applicable, which constitute the official records of the association:

(a) *Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.*

- (b) *A copy of the bylaws of the association and of each amendment to the bylaws.*
- (c) *A copy of the articles of incorporation of the association and of each amendment thereto.*
- (d) *A copy of the declaration of covenants and a copy of each amendment thereto.*
- (e) *A copy of the current rules of the homeowners' association.*
- (f) *The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least 7 years.*
- (g) *A current roster of all members and their mailing addresses and parcel identifications. The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.*
- (h) *All of the association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.*
- (i) *A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.*
- (j) *The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:*

  - 1. *Accurate, itemized, and detailed records of all receipts and expenditures.*
  - 2. *A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.*
  - 3. *All tax returns, financial statements, and financial reports of the association.*
  - 4. *Any other records that identify, measure, record, or communicate financial information.*

(k) A copy of the disclosure summary described in s. 720.401(1).

(l) All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

(5) **INSPECTION AND COPYING OF RECORDS.** *The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the community. If the association has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages.*

(a) *The failure of an association to provide access to the records within 10 business days after receipt of a written request submitted by certified mail, return receipt requested, creates a rebuttable presumption that the association willfully failed to comply with this subsection.*

(b) *A member who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply with this subsection. The minimum damages are to be \$50 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request.*

(c) *The association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a parcel owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. The association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The association may charge up to 50 cents per page for copies made on the association's photocopier. If the association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the association may have copies made by an outside vendor or association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or association. The association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members. Notwithstanding this paragraph, the following records are not accessible to members or parcel owners:*

1. *Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the*

*attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or administrative proceedings.*

2. *Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.*

3. *Personnel records of the association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.*

4. *Medical records of parcel owners or community residents.*

5. *Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.*

6. *Any electronic security measure that is used by the association to safeguard data, including passwords.*

7. *The software and operating system used by the association which allows the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.*

## **ARTICLE VI BUDGET; FINANCIAL REPORTING**

6.1 **Initial Budget.** The Founder shall determine the budget for the fiscal year in which a Unit is first conveyed to an Owner other than the Founder.

6.2 **Subsequent Years.** Beginning with the year in which a Unit is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

6.3 **Approval.** If General Assessments are to be increased to greater than one hundred fifteen percent of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by the Founder, and petitions signed by at least ten percent of all Members request review within thirty days after the budget is delivered to Members, the Board shall call a Community Meeting to present the budget and to

answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten days and send a copy to each Member.

**Editor's Note:** Additional provisions may be found in Article 8 and Article 9 of the Declaration.

***720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting.--***

**(2) BOARD MEETINGS.**

*(c)(2) An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.*

*(c)(3) Directors may not vote by proxy, or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.*

**(6) BUDGETS.**

*(a) The association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the association for recreational amenities, whether owned by the association, the developer, or another person. The association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the member within the time limits set forth in subsection (5).*

**(7) FINANCIAL REPORTING.** *Within 90 days after the end of the fiscal year, or annually on the date provided in the bylaws, the association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall, within the time limits set forth in subsection (5), provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. Financial reports shall be prepared as follows:*

(a) *An association that meets the criteria of this paragraph shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the association's total annual revenues, as follows:*

1. *An association with total annual revenues of \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements.*

2. *An association with total annual revenues of at least \$200,000, but less than \$400,000, shall prepare reviewed financial statements.*

3. *An association with total annual revenues of \$400,000 or more shall prepare audited financial statements.*

(b) 1. *An association with total annual revenues of less than \$100,000 shall prepare a report of cash receipts and expenditures.*

2. *An association in a community of fewer than 50 parcels, regardless of the association's annual revenues, may prepare a report of cash receipts and expenditures in lieu of financial statements required by paragraph (a) unless the governing documents provide otherwise.*

3. *A report of cash receipts and disbursement must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes; costs for recreation facilities; expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the association.*

(c) *If 20 percent of the parcel owners petition the board for a level of financial reporting higher than that required by this section, the association shall duly notice and hold a meeting of members within 30 days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the parcel owners, the association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary in the governing documents, and shall provide within 90 days of the meeting or the end of the fiscal year, whichever occurs later:*

1. *Compiled, reviewed, or audited financial statements, if the association is otherwise required to prepare a report of cash receipts and expenditures;*

2. *Reviewed or audited financial statements, if the association is otherwise required to prepare compiled financial statements; or*

3. *Audited financial statements if the association is otherwise required to prepare reviewed financial statements.*

(d) *If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare or cause to be prepared:*

1. *A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;*

2. *A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or*

3. *A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.*

(8) **ASSOCIATION FUNDS; COMMINGLING.**

(a) *All association funds held by a developer shall be maintained separately in the association's name. Reserve and operating funds of the association shall not be commingled prior to turnover except the association may jointly invest reserve funds; however, such jointly invested funds must be accounted for separately.*

(b) *No developer in control of a homeowners' association shall commingle any association funds with his or her funds or with the funds of any other homeowners' association or community association.*

(c) *Association funds may not be used by a developer to defend a civil or criminal action, administrative proceeding, or arbitration proceeding that has been filed against the developer or directors appointed to the association board by the developer, even when the subject of the action or proceeding concerns the operation of the developer-controlled association.*

**ARTICLE VII  
AMENDMENT**

7.1 **Amendment.** The Founder may amend these Bylaws unilaterally for the reasons set forth in Section 13.1 of the Declaration. In addition, these Bylaws may be amended by (a) unanimous approval of the directors, after notice to Members and opportunity for discussion, (b) approval of a majority of the Members at a meeting at which a quorum was present, or (c) assent in writing of Members representing a majority of the voting interests. The President or Vice-President and Secretary shall execute a certificate indicating compliance with the approval process. Any such modification shall be effective upon recording in the public records of Duval County, Florida. No amendment shall be made to these Bylaws without the consent of the Founder so long as the Founder owns a Unit.

7.2 Changes to Law. The Board may at any time revise or restate a working copy of the Bylaws to incorporate changes to the law or additional provisions of the law, to incorporate relevant portions of the Declaration or, after turnover, to delete portions of the statute concerning the developer. If the Board makes such changes, it may record the revised Bylaws at any time, but is not required to do so.

### **ARTICLE VIII SUPREMACY**

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

### **ARTICLE IX MISCELLANEOUS**

The following covenants regarding the rental/leasing of Units shall apply to the extent they do not conflict with the requirements of any Agency for which project approval is desired. In such event, the requirements of the applicable Agency shall control.

Units may be rented, provided always that all rentals and leases are subject to the reasonable rules and regulations adopted by the Board, as may be amended from time to time; *provided, however,* no such rules and regulations shall negatively affect any leasing program of the Founder. No Owner shall lease their Unit for transient or hotel purposes, and no Owner may lease less than their entire Unit. Any lease agreement shall provide that the terms of the lease shall be subject to the provisions of the Declaration, these Bylaws and any and all rules and regulations of the Association and that any failure of the lessee or the lessee's guests or invitees to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and except for Townhome Units or Single-family residences leased by the Founder during the Development Period, all leases of Townhome Units and Single-family residences shall have a minimum term of up to seven months if so decided by the Association, or such other term as is required by any Agency. The minimum term of leases of Condominium Units shall be set forth in the applicable Declaration of Condominium and such leases are required to be in writing. The Board may prohibit the leasing of a Unit while the Owner is in default in the payment of Assessments. Other than the foregoing, there shall be no restriction on the right of any Owner to lease their Unit; *provided, however,* prior to the commencement of any such lease, the Owner shall give the Association written notice of the name, address (if other than the Unit address) and home and office telephone numbers of the tenant under the lease. The Association may require approval of a lease (provided approval of leases is uniformly applied) and charge a fee in connection with such approval; *provided, however,* that such fee may not exceed One Hundred and No/100 Dollars per applicant.

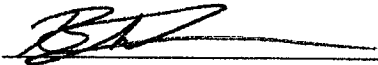
When a Unit is leased, a tenant shall have all use rights in the Common Areas otherwise readily available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless the tenant waives such rights in writing. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida

Statutes. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of the Common Areas otherwise readily available for use generally by Owners.

The Owner remains responsible for paying all Assessments (including utility sub-meter charges and all other Individual Unit Assessments) to the Association regardless of whether the Owner's lease imposes that responsibility on the tenant or not.

The foregoing was adopted as the Bylaws of the Old San Jose on the River Master Association, Inc., a Florida not-for-profit corporation on May 10<sup>th</sup>, 2011.

Old San Jose on the River Master Association,  
Inc., a Florida not-for-profit corporation

By:   
Brian Wilson, President

**Exhibit E**

(Master Plat)

**[See Attached]**

















# OLD SAN JOSE ON THE RIVER, A PLANNED COMMUNITY CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

**INDEX**

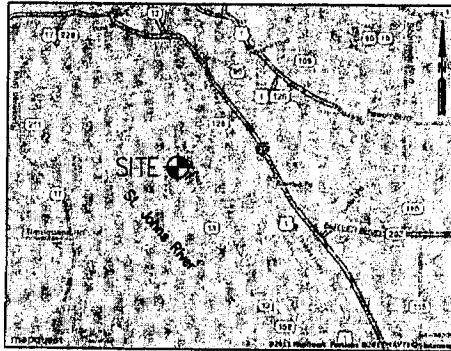
Sheet No.

1. Notes, legend and certification
2. Property Description
3. Annexable Property Description
4. Map of Old San Jose on the River, a Planned Community and Annexable Property
5. Map for Townhome Building
6. Descriptions of Townhome Units A, B and C

**LEGEND**

-  STORM CURB INLET
-  SANITARY SEWER MANHOLE
-  STORM DRAINAGE MANHOLE
-  ELECTRICAL MANHOLE
-  FIRE HYDRANT
-  2.8x3.2' CONC. ELECTRICAL TRANSFORMER PAD
-  BACKFLOW PREVENTER
-  CONC. CONCRETE
-  O.R. OFFICIAL RECORDS BOOK OR VOLUME
-  C.D. CHORD DISTANCE
-  R RADIUS
-  L ARC LENGTH
-  PT POINT OF TANGENCY
-  PC POINT OF CURVATURE
-  LIMITED COMMON AREA
-  COMMON AREA

VICINITY MAP-NOT TO SCALE



**NOTES**

1. Bearings shown hereon are relative to the Westerly right-of-way line of San Jose Boulevard/State Road 13 being assumed as S19°27'49"E
2. Common Areas are all of the areas within the described boundaries of the Property Description not subject to a Sub-Declaration or described hereon as a Townhome Unit or Limited Common Area.
3. Improvements within the common areas such as, but not limited to, water meters, water lines, storm drains, sewers, sidewalks and trees have not been located.
4. The Townhome Building which is comprised of Townhome Units A, B and C is substantially complete.

**CERTIFICATE OF SURVEYOR**

This is to certify that this survey is a true representation of an actual field survey, made under my supervision and in accordance with the Minimum Technical Standards, as outlined and set forth by the Florida Board of Professional Land Surveyors and Mappers, in Chapter 61G17-6.0, (Formerly Chapter 21HH-6.0), Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

RICHARD A. MILLER & ASSOCIATES, INC.

By: Richard A. Miller  
Richard A. Miller, PSM  
Registration No. 3848

(Not valid without Embossed seal of Certifying surveyor)  
Date: March 22, 2011

DATE	FEB. 21, 2011
SCALE	--
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

SHEET 1 OF 6

N:\OLD SAN JOSE\07-718-Masier\_Condo.dwg

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD., SUITE #200  
JACKSONVILLE, FLORIDA 32216

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# OLD SAN JOSE ON THE RIVER, A PLANNED COMMUNITY CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

**PROPERTY DESCRIPTION**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, together with a part of Lot 23 and all of Lot 24, Bates and Martin Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, together with a parcel of filled sovereignty land in the St. Johns River contiguous with a part of said Section 38, all being more particularly described as follows: BEGINNING at the intersection of the Southerly line of said Lot 24 with the Westerly right of way line of San Jose Boulevard (State Road No. 13) as now established as a 100 foot right of way, thence South 19°27'49" East, along the Westerly right of way line of San Jose Boulevard, 60.78 feet; thence South 53°31'33" West, 423.79 feet; thence North 36°28'27" West, along the Easterly line of those lands described in Official Records Volume 1245, Page 600 of said Current Public Records, a distance of 65.71 feet; thence South 54°30'40" West, along said Southerly line of Lot 24, the same being the Northerly line of those lands as described in Official Records Volume 1245, page 600 and Official Records Volume 4833, Page 288 of said Current Public Records, a distance of 530.28 feet; thence Northwesterly and Northeasterly, along the Mean High Water Line of the St. Johns River as established and described in Official Records Volume 5336, Page 161 of said Current Public Records, the following four (4) courses: North 63°26'06" West, a distance of 33.54 feet; North 05°42'38" West, a distance of 30.15 feet; North 57°46'16" East, a distance of 27.19 feet; North 12°31'44" East, a distance of 6.24 feet to its intersection with the Westerly face of an existing concrete block bulkhead and a point hereinafter referred to as Reference Point "A"; thence Northerly along the face of said bulkhead and continuing along the Mean High Water Line, 187 feet, more or less, to a point which lies North 24°58'34" West, 185.87 feet from aforementioned Reference Point "A"; thence North 64°10'39" East, 78.45 feet; thence South 42°12'40" East, 139.31 feet; thence North 22°02'17" East, 40.74 feet; thence North 27°09'19" East, 102.88 feet; thence North 35°34'33" East, 67.80 feet; thence North 44°41'22" East, 21.39 feet; thence North 54°12'48" East, 234.18 feet to the point of curvature of a curve concave Southerly and having a radius of 304.00 feet; thence Easterly around and along the arc of said curve, a distance of 135.93 feet, said arc being subtended by a chord bearing and distance of North 67°01'21" East, 134.80 feet to the point of tangency of said curve; thence North 79°49'55" East, 30.70 feet to the point of curvature of a curve concave Northwesterly and having a radius of 18.00 feet; thence Northerly around and along the arc of said curve, a distance of 29.37 feet, said arc being subtended by a chord bearing and distance of North 33°05'19" East, 26.22 feet to the point of tangency of said curve; thence North 13°39'18" West, 12.58 feet to the point of curvature of a curve concave Westerly and having a radius of 110.00 feet; thence Northerly around and along the arc of said curve, a distance of 41.35 feet, said arc being subtended by a chord bearing and distance of North 24°25'23" West, 41.10 feet to the point of tangency of said curve; thence North 35°11'27" West, 40.96 feet; thence North 54°48'33" East, 22.71 feet to the point of cusp of a curve concave Northerly and having a radius of 10.00 feet; thence Easterly around and along the arc of said curve, a distance of 16.31 feet, said arc being subtended by a chord bearing and distance of South 77°52'41" East, 14.56 feet to the point of tangency of said curve; thence North 55°23'23" East, 136.66 feet to a point situate on said Westerly right of way line of San Jose Boulevard and/or State Road No. 13; thence South 19°27'49" East, along said Westerly right of way line, 278.90 feet to the POINT OF BEGINNING.

Containing 5.39 acres and/or 234,661 square feet, more or less.

DATE	FEB. 21, 2011
SCALE	--
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

# OLD SAN JOSE ON THE RIVER, A PLANNED COMMUNITY CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

**ANNEXABLE PROPERTY**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, together with a part of Lot 23 and all of Lot 24, Bates and Martin Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, together with a parcel of filled sovereignty land in the St. Johns River contiguous with a part of said Section 38, all being more particularly described as follows: For a Point of Beginning COMMENCE at the intersection of the Southerly line of said Lot 24 with the Westerly right of way line of San Jose Boulevard (State Road No. 13) as now established as a 100 foot right of way, thence South 19°27'49" East, along the Westerly right of way line of San Jose Boulevard, 60.78 feet; thence South 53°31'33" West, 423.79 feet; thence North 36°28'27" West, along the Easterly line of those lands described in Official Records Volume 1245, Page 600 of said Current Public Records, a distance of 65.71 feet; thence South 54°30'40" West, along said Southerly line of Lot 24, the same being the Northerly line of those lands as described in Official Records Volume 1245, Page 600 and Official Records Volume 4833, Page 288 of said Current Public Records, a distance of 530.28 feet; thence Northwesterly and Northeasterly, along the Mean High Water Line of the St. Johns River as established and described in Official Records Volume 5336, Page 161 of said Current Public Records, the following 4 courses: North 63°26'06" West, a distance of 33.54 feet; North 05°42'38" West, a distance of 30.15 feet; North 57°46'16" East, a distance of 27.19 feet; North 12°31'44" East, a distance of 6.24 feet to its intersection with the Westerly face of an existing concrete block bulkhead; thence Northerly along the face of said bulkhead and continuing along the Mean High Water Line, 650 feet, more or less, to the Northerly terminus of said Mean High Water Line described in Official Records Volume 5336, Page 161; thence North 62°36'52" East, along the Southerly line of those certain lands described in Official Records Volume 5131, Page 724, of said Current Public Records, the same being the Southerly line of Grosvenor Square, as recorded in Plat Book 45, Pages 10 and 10A of said Current Public Records, 971.92 feet to a point situate on the aforementioned Westerly right of way line of San Jose Boulevard, said right of way line being a curve concave Northeasterly and having a radius of 1,482.40 feet; thence Southerly around and along the arc of said curve and along said Westerly right of way line, 219.97 feet, said arc being subtended by a chord bearing and distance of South 15°12'45" East, 219.77 feet to the point of tangency of said curve; thence South 19°27'49" East, continuing along said Westerly right of way line, 338.51 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, together with a part of Lot 23 and all of Lot 24, Bates and Martin Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, together with a parcel of filled sovereignty land in the St. Johns River contiguous with a part of said Section 38, all being more particularly described as follows: BEGINNING at the intersection of the Southerly line of said Lot 24 with the Westerly right of way line of San Jose Boulevard (State Road No. 13) as now established as a 100 foot right of way, thence South 19°27'49" East, along the Westerly right of way line of San Jose Boulevard, 60.78 feet; thence South 53°31'33" West, 423.79 feet; thence North 36°28'27" West, along the Easterly line of those lands described in Official Records Volume 1245, Page 600 of said Current Public Records, a distance of 65.71 feet; thence South 54°30'40" West, along said Southerly line of Lot 24, the same being the Northerly line of those lands as described in Official Records Volume 1245, page 600 and Official Records Volume 4833, Page 288 of said Current Public Records, a distance of 530.28 feet; thence Northwesterly and Northeasterly, along the Mean High Water Line of the St. Johns River as established and described in Official Records Volume 5336, Page 161 of said Current Public Records, the following four (4) courses: North 63°26'06" West, a distance of 33.54 feet; North 05°42'38" West, a distance of 30.15 feet; North 57°46'16" East, a distance of 27.19 feet; North 12°31'44" East, a distance of 6.24 feet to its intersection with the Westerly face of an existing concrete block bulkhead and a point hereinafter referred to as Reference Point "A"; thence Northerly along the face of said bulkhead and continuing along the Mean High Water Line, 187 feet, more or less, to a point which lies North 24°58'34" West, 185.87 feet from aforementioned Reference Point "A"; thence North 64°10'39" East, 78.45 feet; thence South 42°12'40" East, 139.31 feet; thence North 22°02'17" East, 40.74 feet; thence North 27°09'19" East, 102.88 feet; thence North 35°34'33" East, 67.80 feet; thence North 44°41'22" East, 21.39 feet; thence North 54°12'48" East, 234.18 feet to the point of curvature of a curve concave Southerly and having a radius of 304.00 feet; thence Easterly around and along the arc of said curve, a distance of 135.93 feet, said arc being subtended by a chord bearing and distance of North 67°01'21" East, 134.80 feet to the point of tangency of said curve; thence North 79°49'55" East, 30.70 feet to the point of curvature of a curve concave Northwesterly and having a radius of 18.00 feet; thence Northerly around and along the arc of said curve, a distance of 29.37 feet, said arc being subtended by a chord bearing and distance of North 33°05'19" East, 26.22 feet to the point of tangency of said curve; thence North 13°39'18" West, 12.58 feet to the point of curvature of a curve concave Westerly and having a radius of 110.00 feet; thence Northerly around and along the arc of said curve, a distance of 41.35 feet, said arc being subtended by a chord bearing and distance of North 24°25'23" West, 41.10 feet to the point of tangency of said curve; thence North 35°11'27" West, 40.96 feet; thence North 54°48'33" East, 22.71 feet to the point of cusp of a curve concave Northerly and having a radius of 10.00 feet; thence Easterly around and along the arc of said curve, a distance of 16.31 feet, said arc being subtended by a chord bearing and distance of South 77°52'41" East, 14.56 feet to the point of tangency of said curve; thence North 55°23'23" East, 136.66 feet to a point situate on said Westerly right of way line of San Jose Boulevard and/or State Road No. 13; thence South 19°27'49" East, along said Westerly right of way line, 278.90 feet to the POINT OF BEGINNING.

Containing 14.0943 acres, more or less.

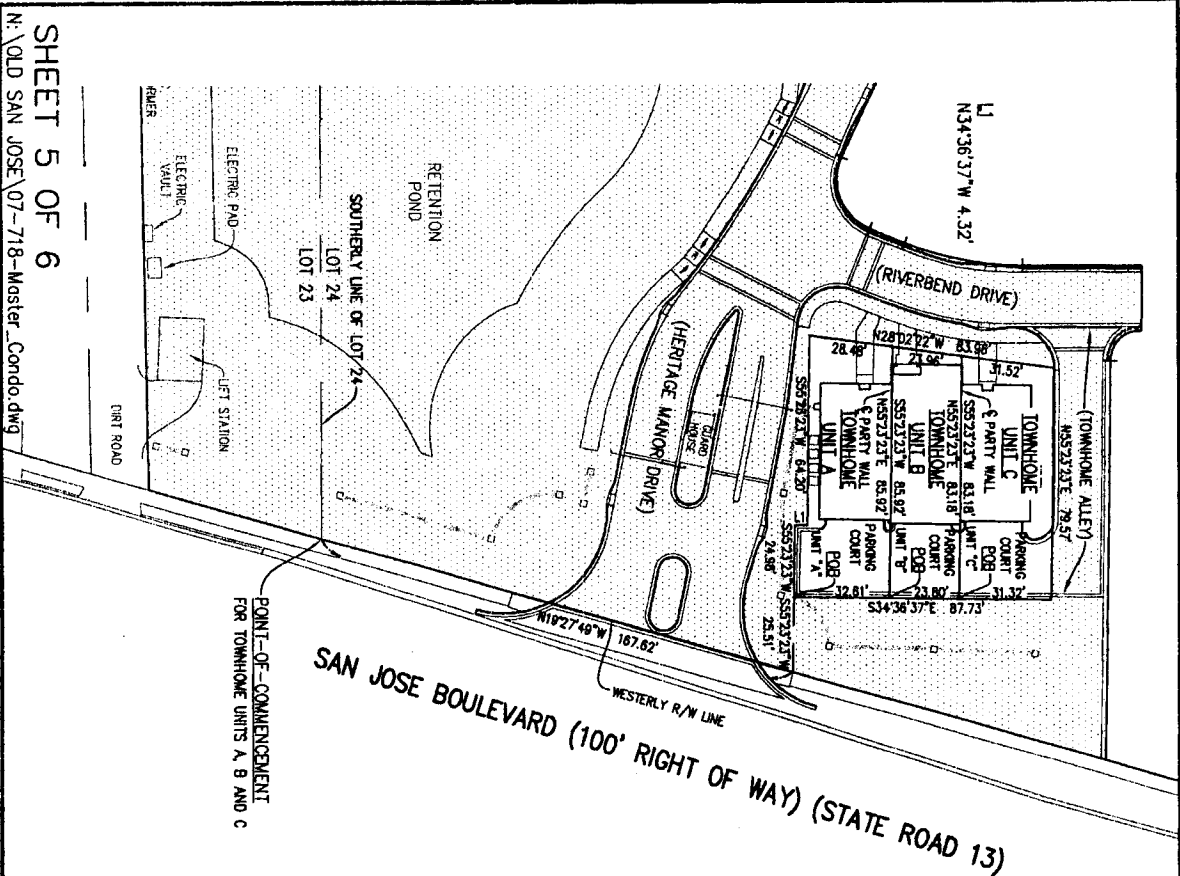
DATE	FEB. 21, 2011
SCALE	---
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

SHEET 3 OF 6

N:\OLD SAN JOSE\07-718-Master\_Condo.dwg

**RICHARD A. MILLER & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 6701 BEACH BLVD., SUITE #200  
 JACKSONVILLE, FLORIDA 32216  
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SHEET 5 OF 6  
 N:\OLD SAN JOSE\07-718-Master Condo.dwg

POINT-OF-COMMENCEMENT  
 FOR TOWNHOME UNITS A, B AND C

SAN JOSE BOULEVARD (100' RIGHT OF WAY) (STATE ROAD 13)

OLD SAN JOSE ON THE RIVER,  
 A PLANNED COMMUNITY,  
 TOWNHOME UNITS A, B & C  
 CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

LEGEND

- ⊙ STORM DRAIN MET
- ⊙ SHARED SEWER MANHOLE
- ⊙ STORM DRAINAGE MANHOLE
- ⊙ ELECTRICAL MANHOLE
- ⊙ FIRE HYDRANT
- ⊙ WATER METER
- ⊙ ELECTRICAL METER
- ⊙ ELECTRICAL PAD
- ⊙ BACKFLOW PREVENTER
- ⊙ CONCRETE
- ⊙ OPTICAL RECORDS BOOK OR VOLUME
- ⊙ CHORD DISTANCE
- ⊙ RADIUS
- ⊙ ARC LENGTH
- ⊙ PT
- ⊙ POINT OF TANGENCY
- ⊙ PC POINT OF CURVATURE
- ⊙ PVI POINT OF BEGINNING
- ⊙ POB
- ⊙ COMMON AREA

- Notes:
1. Each Townhome Unit shown hereon consists of the real property located within the property description of such Townhome Unit along with any improvements located thereon and the airspace located above subject to the Party Walls provisions described in the Master Declaration.
  2. Founder has reserved the right in the Master Declaration to designate the "Townhome Alley" shown hereon as a Limited Common Area to the Townhome Units and may assign certain maintenance, repair and replacement obligations (and cost responsibilities related thereto) to the Owners of the Townhome Units.
  3. Each Townhome Unit has an easement of ingress and egress over and across those portions of the "Parking Court" constituting a portion of another Townhome Unit for access to and from the garage comprising such Townhome Unit to Riverbend Drive.

RICHARD A. MILLER & ASSOCIATES  
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 JACKSONVILLE, FLORIDA 32216  
 For (904) 721-5758  
 Fax (904) 721-1228

DATE FEB. 21, 2011  
 SCALE 1"=50'  
 JOB No. 2007-718  
 MDD  
 Comp. File 07-718-condo  
 Drawn by RAE

# OLD SAN JOSE ON THE RIVER, A PLANNED COMMUNITY CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

**TOWNHOME UNIT A DESCRIPTION**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of Lot 24, as shown on the plat of Bates and Martin's Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, with the Westerly right of way line of San Jose Boulevard (State Road No. 13), a 100 foot right of way, thence North 19°27'49" West, along said Westerly right of way line, 167.62 feet; thence South 55°23'23" West, 25.51 feet for a POINT OF BEGINNING; thence continue South 55°23'23" West, 24.98 feet; thence North 34°36'37" West, 4.32 feet; thence South 55°23'23" West, 64.20 feet; thence North 28°02'22" West, 28.48 feet to a point on the centerline of an existing party wall extended; thence North 55°23'23" East, along said centerline extended and along said centerline, 85.92 feet; thence South 34°36'37" East, 32.61 feet to the POINT OF BEGINNING.

**TOWNHOME UNIT B DESCRIPTION**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of Lot 24, as shown on the plat of Bates and Martin's Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, with the Westerly right of way line of San Jose Boulevard (State Road No. 13), a 100 foot right of way, thence North 19°27'49" West, along said Westerly right of way line, 167.62 feet; thence South 55°23'23" West, 25.51 feet; thence North 34°36'37" West, 32.61 feet for a POINT OF BEGINNING; thence South 55°23'23" West, along the centerline of an existing party wall and said centerline extended, 85.92 feet; thence North 28°02'22" West, 23.96 feet to a point on the centerline of an existing party wall extended; thence North 55°23'23" East, along said centerline extended and along said centerline, 83.18 feet; thence South 34°36'37" East, 23.80 feet to the POINT OF BEGINNING.

**TOWNHOME UNIT C DESCRIPTION**

A part of the F. Bethune Grant, Section 38, Township 3 South, Range 26 East, Duval County, Florida, being more particularly described as follows: COMMENCING at the intersection of the Southerly line of Lot 24, as shown on the plat of Bates and Martin's Subdivision as recorded in Plat Book 8, Page 35 of the Current Public Records of said County, with the Westerly right of way line of San Jose Boulevard (State Road No. 13), a 100 foot right of way, thence North 19°27'49" West, along said Westerly right of way line, 167.62 feet; thence South 55°23'23" West, 25.51 feet; thence North 34°36'37" West, 56.41 feet for a POINT OF BEGINNING; thence South 55°23'23" West, along the centerline of an existing party wall and said centerline extended, 83.18 feet; thence North 28°02'22" West, 31.52 feet; thence North 55°23'23" East, 79.57 feet; thence South 34°36'37" East, 31.32 feet to the POINT OF BEGINNING.

DATE	FEB. 21, 2011
SCALE	---
JOB No.	2007-718
	Map
	Drawings
Comp. File	07-718-condo
Drawn by	RAE

**SHEET 6 OF 6**

N:\OLD SAN JOSE\07-718-Master\_Condo.dwg

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