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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREENBRIER AT BARTRAM PARK

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREENBRIER AT BARTRAM PARK

THIS DECLARATION is made this 16th day of June, 2006, by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in Duval County, Florida, which it intends to develop as a planned unit community consisting of townhome residences, which community will be commonly referred to as "Greenbrier at Bartram Park", and which land is more fully described in **Exhibit A** attached hereto and made a part hereof (the "Property").

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

C. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created. To accomplish this objective, Developer has created or will create the Greenbrier Homeowners' Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of the Property.

D. The Property is part of the Bartram Park Development of Regional Impact as described in Ordinance #2000-451-E, adopted by the City of Jacksonville on August 4, 2000, as amended ("Bartram Park DRI").

E. The Property will be developed as attached townhomes.

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

ARTICLE 1
DEFINITIONS

1.1. Defined Terms.

The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(A) "Additional Property" shall mean any property that may be added to the Property by supplemental declaration in accordance with Article 13 hereof, which Additional Property shall then be included within the term "Property."

(B) "Annual Assessment" is defined in Section 7.2

(C) "ARB" means the Architectural Review Board of the Association.

(D) "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

(E) "Assessment" means all types of charges to which a Parcel is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Parcel Assessments.

(F) "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.

(G) "Association" means Greenbrier Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

(H) "Association Documents" are defined in Article 12.

(I) "Bartram Park Association" has the meaning set forth in Article 16.

(J) "Bartram Park Documents" has the meaning set forth in Article 16.

(K) "Board of Directors" or "Board" means the Board of Directors of the Association.

(L) "Building(s)" means the buildings containing Residence(s) located on the Property.

(M) "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit C**.

(N) "Common Property" means all of the Property excluding the Parcels, whether improved or unimproved, together with any Improvements thereon and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property serving the Property as a whole, which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the water within stormwater retention and lake areas, all drainage easements reserved in these Covenants and in the Plat and all portions of the Stormwater Management System and the Common Roads); provided however that the Common Property shall not include any portion of the Parcels except those portions of the Parcels included within the retention and lake areas and the Stormwater Management System. The Common Property to be maintained by the Association may include, but is not limited to, Tracts A, B, C, D, E, F, G, H, I, J, K, L and M as depicted on the Plat, Common Roads, green space, open space, buffer and landscape areas, conservation or preservation areas, walking paths, entranceways and entrance features/walls, signage, limited vehicular access gate, mail kiosks, lakes, fountains in the lakes, recreational facilities, including the clubhouse, swimming pool, fitness room, any community monitoring system, any electronic entry system, clubhouse restrooms and other similar improvements, provided that the foregoing shall not be deemed a

representation that any of the foregoing will be provided. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Property, but such identification shall not be required in order for a portion of the Property to be deemed Common Property hereunder.

(O) "Common Roads" mean the roads depicted on the Plat, including without limitation, Woody Vine Drive, English Peak Court, Roundleaf Drive and Climbing Vine Drive, which provide ingress or egress to a Parcel or Residence or any portion of the Property. The Common Roads shall be conveyed to the Association and shall be maintained by the Association commencing at such time as they are completed. Unless specifically set forth to the contrary, references to Common Property shall include Common Roads.

(P) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one (1) Parcel.

(Q) "County" means Duval County, Florida.

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

(S) "Developer" means Pulte Home Corporation, a Michigan corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to Pulte Home Corporation as the Developer under this Declaration is not intended and shall not be construed to impose upon Pulte Home Corporation, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Parcels within the Property from Pulte Home Corporation, and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Parcel.

(T) "Emergency Assessment" is defined in Section 7.2.

(U) "Improvements" means any Residence and any and all approved horizontal or vertical alterations or improvements installed or constructed on a Parcel, including without limitation approved landscaping.

(V) "Initial Improvements" means the initial, original construction of Residences and related Improvements and the initial landscaping upon the Parcels constructed or installed by Developer.

(W) "Institutional Mortgagee" means the holder of a mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans. An Institutional Mortgagee may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Mortgagee.

(X) "Member" means a person entitled to membership in the Association as provided in this Declaration and the Articles.

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

(Z) "Parcel" means (a) any lot of land designated as a "Parcel" upon the recorded subdivision Plat or (b) any Parcels or parts of Parcels or land included within the Property that consists of combined or recombined Parcels. References to a Parcel shall also include any Improvements, including without limitation a Residence or townhome, constructed thereon, unless specifically noted to the contrary.

(AA) "Parcel Assessment" is defined in Section 7.5.

(BB) "Party Wall" is defined in Article 14.

(CC) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the U.S. Army Corps of Engineers, the U.S. Coast Guard, and the Florida Department of Transportation.

(DD) "Plat" means the plat of the Property recorded at Plat Book 60, Pages 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204 and 205 in the public records of the County, as such Plat may be amended or re-recorded from time to time.

(EE) "Property" means that certain real property described in **Exhibit A** and such additions thereto as may be added in accordance with the provisions of Article 13 below.

(FF) "Proposed Improvements" is defined in Section 8.5.

(GG) "Residence" means any residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings and patios, which have been approved by the ARB or Developer, as applicable.

(HH) "SJRWMD" means the St. Johns River Water Management District.

(II) "Special Assessment" is defined in Section 7.1.

(JJ) "Stormwater Management System" means a system which is designed and constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 4OC-4, 4OC-40 or 4OC-42, Florida Administrative Code.

ARTICLE 2
ASSOCIATION

2.1. Members.

Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Parcel. Membership shall be transferred automatically by conveyance of the title to any Parcel, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Parcel merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association; provided that for so long as the Developer owns any portion of the Additional Property, if any, the Developer shall also be a member of the Association.

2.2. Voting Rights.

The Members of the Association shall have such voting rights as are provided in the Articles.

2.3. Powers of Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration, the Articles and the Bylaws.

2.4. Amplification.

The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Developer intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

ARTICLE 3
OWNER'S RIGHTS AND DUTIES WITH RESPECT TO COMMON PROPERTY

3.1. Delegation of Use.

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

3.2. Damage or Destruction.

In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence, misuse, error, act or failure to act, the Association shall repair the Common Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners, and in

the event a Parcel Assessment is levied against any Owner, such Owner may make a written request for reconsideration to the Board of Directors within ten (10) days after receipt of the Parcel Assessment notice.

3.3. Community Systems.

Developer shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to any other person or entity (including an Owner, as to any portion of a Community System located on/in his Parcel). If and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with regard thereto as are assigned by Developer in connection therewith. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, which consideration may be retained by the Developer and (ii) shall not require the consent or approval of any Owner. In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Parcels in the Property to the applicable Community Systems, each Owner and occupant of a Parcel shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Parcels be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

ARTICLE 4
EASEMENTS

4.1. Easement of Enjoyment.

Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a non-exclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Parcel, subject to the following:

(A) The right of the Association to mortgage the Common Property for the purpose of improvement or repair of the Common Property, with the approval of the Owners of two-thirds (2/3) of the Parcels owned by Class A Members, and to take such steps as are reasonably necessary to protect the Common Property against foreclosure, also with the approval of the Owners of two-thirds (2/3) of the Parcels owned by the Class A Members.

(B) The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, access, enjoyment, drainage maintenance, and utilities over all Common Property.

(C) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to a third party for such purposes as are not addressed in Section 4.1(B) above and subject to the Permits and such conditions as may be approved by the Owners of two-thirds (2/3) vote of the Parcels owned by the Class A Members.

(D) All provisions of this Declaration, the Plat, and the Articles and Bylaws of the Association.

(E) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.

(F) The right of the Developer and the Association to authorize other persons to enter upon and use the Common Property for uses not inconsistent with the Owners' rights herein.

(G) All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any part of the Common Property.

4.2. Common Property Easements.

(A) The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Common Property and over and across any portion of a Parcel that includes a portion of the Common Property, for the Association to fulfill its obligations as set forth in Article 5 and Article 6 of this Declaration.

(B) It is the intention of the Developer to convey all Common Property to the Association (except for those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel); provided however, the Developer shall retain title to the Common Property until such time as it has completed any Improvements to the Common Property or until the first issuance of insurance by FHA/VA on a Parcel, whichever shall first occur. Unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association (except those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel), without further act or deed by Developer at such time as Developer has completed all Improvements to the Common Property or until the first issuance of insurance by FHA/VA on a Parcel, whichever shall first occur.

(C) The Association shall accept conveyance of the Common Property (except those portions of the Stormwater Management System and lakes as are located within the boundary of a Parcel) and the Common Roads as provided in this Declaration. The Common Property shall be conveyed subject to easements shown on the Plat, easements and restrictions of record, all Permits affecting the Common Property and shall be free and clear of all liens and encumbrances, except taxes and matters of record prior to the conveyance. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party other than the Association, dedicated to the public (other than the roads and drainage easements as shown on the Plat), mortgaged, or otherwise encumbered without the written consent or vote of two thirds (2/3) of the Class A Members (voting at a duly noticed meeting at which a quorum is present in person or by proxy) and, until Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Parcel.

(D) Developer may reserve, to itself and for the benefit of adjacent land owners, certain rights to use the Common Property and/or Common Roads and Developer may terminate the designation of land as Common Property without the consent or joinder of any Owner or Institutional Mortgagee. Upon the conveyance of the Common Property to the Association, such Common Property shall be held for the benefit of the Association and its members.

4.3. Common Road Easements.

(A) The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across the Common Roads, for the Association to fulfill its obligations as set forth in Article 6 of this Declaration.

(B) It is specifically acknowledged that the Common Roads will be conveyed by Developer to the Association free and clear of all liens, except taxes and matters of record prior to the conveyance and except for Developer's reserved easement for ingress, egress and Developer's reserved right, but not obligation, to install all utilities, including without limitation cable television, street lighting and signage in the road right of way.

(C) The Developer, the Association and each Owner of a Parcel, his successors and assigns, domestic help, guests, invitees, delivery, pick up and fire protection services, police and other authorities of law, United States mail carriers, representatives of utilities serving the Property, Institutional Mortgagees and such other persons as Developer and/or the Association shall designate are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

(D) Developer and the Association shall have an unrestricted and absolute right, but not obligation, to deny ingress to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, Developer or Association shall not deny an Owner, Institutional Mortgagee, or invitee the right of ingress or egress or any right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. Developer and the Association shall have (a) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; (b) the right, but not the obligation, from time to time to control and regulate all types of traffic on the Common Roads, including the installation of gate systems, if Developer or the Association so elects. Developer and the Association shall have the right, but not the obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for as Assessments and to prohibit the use of the Common Roads by traffic or vehicles (including, without limitation, motorcycles, go-carts and three-wheeled vehicles), which, in the opinion of Developer or the Association, would or might result in damage to the Common Roads or create a nuisance for the Owners; the right, but not the obligation, to control and prohibit parking on all or any part of the Common Roads; and the right, but not the obligation, to remove or require the removal of any fence, walls, hedge, shrub, bush, tree or other thing, natural or artificial, which is placed or located on the Property if the location of the same will, in the opinion of Developer or the Association, obstruct the vision of a motorist.

(E) Developer reserves the sole and absolute right at any time to dedicate any portion of the Common Road for public use and to redesignate, relocate or close any part of the Common Roads without the consent or joinder of any Owner or Institutional Mortgagee so long as no Owner or Institutional Mortgagee is denied reasonable access from his Parcel to a public road right of way by such designation, relocation or closure. In that event, the foregoing easement over the Common Road shall be automatically terminated, and if necessary the Association shall reconvey the Common Road at the request of Developer.

4.4. Utility Easements.

(A) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property, for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems now in existence or which are developed in the future, and police powers and services supplied by the local, state and federal governments. In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Property for the installation, moving, and terminating of

easements for utilities, roads and other purposes necessary or convenient for the operation of the Property. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Parcel, the blanket easement reserved herein shall be vacated with respect to any portion of the Parcel on which the Residence is located; provided however that following construction of a Residence on a Parcel, there shall continue in effect through the walls and roof of the Buildings and Residences located on a Parcel, any reasonably necessary utility and ingress and egress easements to provide electric, water and other utilities to each Residence. The utility and ingress and egress easements through the Parcel and walls and roof of a Residence shall also inure to the benefit of each Owner of a Residence in a particular Building to access the meterbox, electrical, water and utility connections running through the particular Building.

(B) Fiber Optics, Cable and Telecommunications Easements. Developer reserves for itself, its successors and assigns, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of fiber optic cables, radio and television cables and any such similar equipment now in existence or developed in the future over, under and across the rights of way and easement areas on the Plat and over, under and across the unimproved portions of the Parcels and through the walls and roof of the Building and Residences located on each Parcel. If the Developer or the Association elects to enter into a bulk rate contract for fiber optic service, cable television or any other telecommunications service, such service shall be supplied to each Parcel and each Owner shall be required to pay all costs in connection therewith.

(C) Water and Sewer Service. Pursuant to the requirements of the utility company providing water and sewer service to the Property, all Owners must connect to the central water and sewer service provided by the franchisee for the Property.

4.5. Encroachments.

In the event that any Residence or Improvement thereon erected by the Developer or the Association (including any Party Wall or fence) shall encroach upon any of the Common Property or upon any other Residence or Parcel for any reason other than the intentional or negligent act of the Owner, or in the event any Common Property shall encroach upon any Residence, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.6. Traffic.

A non-exclusive easement shall exist for pedestrian traffic over, through and across any sidewalks, paths, walks, and other portions of the Common Property, as may be from time to time, intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Property as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Owners, and those claiming by, through or under the Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Property, except in a manner consistent with Section 9.10 of this Declaration.

4.7. Developer's Rights.

Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on the Plat or convert a Parcel to use as a right of way, provided that Developer owns the lands affected by such change. Owners of

Parcels subject to easements shown on the Plat shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area unless installed by such Owner and specifically conveyed to such Owner. The Owners of Parcels subject to any easements shall not construct any Improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any approved Improvements or landscaping on such easement areas shall remove the Improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

4.8. Easements and Reservations for Developer and Association for Ingress, Egress and Utilities.

There is reserved in the Developer and the Association, their successors and assigns, the right to create utility easements and to install utilities and to use same over and across the Property for the benefit of the Developer and the Association, their successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Residence or impair the exclusive use and ownership of any Residence. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed Improvement. There is reserved in the Developer and the Association the right of ingress and egress over all of the Property, except within the Residences.

4.9. Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising.

It is contemplated that the Developer will construct and market all of the Residences within the Property. Developer reserves, for Developer, its successors and assigns, the right to use all unsold Residences (including Residences designated as a sales office and/or model Residence) and all recreational facilities for the marketing, sale, and advertising of all Residences constructed. For so long as the Developer owns an interest in any portion of the Property with the intention to sell Residences and for a period running one (1) year from such date, the Owners, the Association and the Association's management company are prohibited from restricting access to the Property, including without limitation the Common Property and Common Roads, by agents or sales prospects, including without limitation, any decision to not use the limited vehicular access gate until all Residences or Parcels have been conveyed to Owners. This reservation is made notwithstanding the use restrictions set forth in Section 9.3 of this Declaration, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Section 9.3. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in the Property with the intention to sell Residences to the public. Notwithstanding anything to the contrary in this Declaration, Developer may maintain a model and sales center on the Property for a period of one (1) year following the date of sale of the last Parcel owned by the Developer, which model and sales center may be used for the purpose of marketing other properties owned or developed by Developer.

4.10. Re-Use Water.

At such time as re-use water is available to the Property, Developer or Association may be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental requirements and hereby indemnify and agree to hold Developer harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with the installation, distribution and use of such re-use water.

4.11. Blanket Easement over Parcels for Landscaping, Maintenance, Repair and Replacement by the Association.

The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across each Parcel, for the Association to fulfill its obligations as set forth in Article 6 of this Declaration; provided however, that if the Association is ever dissolved, then all landscaping, maintenance, repair and replacement obligations relating to the Parcels and the Residences located thereon shall be the responsibility and financial obligation of the Owner owning each Parcel and Residence.

4.12. Recorded Easements.

The Property is subject to the following easements, covenants and conditions:

(A) Matters shown on survey prepared by Clary and Associates, Inc., under File No. T4S-623, dated July 19, 2004, and last amended on September 27, 2005, including a 15' easement along Bartram Park Boulevard.

(B) Billboard lease or license evidenced by letter agreement from Jim Connelly, Director of Real Estate, Universal Outdoor, Inc., to Warren A. Weiss, Trustee of Marital Trust u/w/o Joseph Applebaum, dated January 5, 1998, to the extent not terminated.

(C) Unrecorded Blanket License Agreement by and between Gran Central Corporation and Eller Media Company dated May 14, 1999, to the extent not terminated.

(D) Unrecorded Blanket License Agreement by and between Gran Central Corporation and Chancellor Media Company dated May 14, 1999, to the extent not terminated.

(E) Unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Park, Ltd., Landmar Group LLC, and Flagler Development Company dated April 17, 2001, as amended by unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Investments, LLC, and Winslow Farms, Ltd., dated June 7, 2002.

(F) Planned Unit Development Ordinance Number 2000-452-E adopted by the City of Jacksonville, Florida, on July 25, 2000, as amended.

(G) Irrevocable Assignment of Development Rights (Tracts 7 and 8, Bartram Park Phase 2), dated October 3, 2005 and recorded on October 10, 2005 in Official Records Book 12803, page 2492, of the public records of the County.

(H) Use and Hold Harmless Agreement (JEA Easement) dated December 19, 2005 and recorded on December 28, 2005 in Official Records Book 12972, page 714, of the public records of the County.

(I) Perpetual Easement to the State of Florida Department of Transportation dated January 13, 2006 and recorded on January 18, 2006 in Official Records Book 13016, page 1423, of the public records of the County.

(J) Easement to BellSouth Telecommunications, Inc. dated January 23, 2006 and recorded on April 4, 2006 in Official Records Book 13173, page 595, of the public records of the County.

(K) The Bartram Park Documents described in Article 16.

(L) All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any Parcel.

ARTICLE 5
STORMWATER MANAGEMENT SYSTEM

5.1. Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the SJRWMD, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, berms and access easements to the Stormwater Management System as shown on the Plat. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Parcels. The Association is hereby granted an easement over any Parcels and any adjacent land to the extent necessary or convenient for the Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

5.2. Maintenance Easement.

The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed on the Parcels (including any berms required by the SJRWMD) as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer, or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that neither the Developer nor the Association shall be required to replace or repair fences, walks, structures, landscaping, or other Improvements which are removed or damaged. Developer or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer, or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer and shall not be construed to obligate Developer to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

5.3. Maintenance.

Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all

other local, state and federal authorities having jurisdiction. The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements; provided however that the Association and the Developer shall not be responsible for eliminating algae in the Stormwater Management System (except as may be required by the Permits or the SJRWMD) or for controlling frogs, insects, gnats, mosquitoes, toads, reptiles and other pests. The Association will also maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and will keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner. The Owners of any Parcel forming a part of the Stormwater Management System shall remove any trash and debris along the shoreline of each Owner's Parcel. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

(A) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(B) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(C) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

Notwithstanding the foregoing obligations of the Association, in the event that an Owner or its contractor or agent modifies or alters any aspect of the Stormwater Management System such that it is no longer in compliance with the Permits, the cost and expense of repair or restoration of the Stormwater Management System shall be the responsibility of the Owner making such alteration or modification whether it is within the Owner's Parcel or an adjacent Parcel or within the Common Property.

5.4. Structures within the Stormwater Management System.

No docks, bulkheads, or other structures of any kind or nature, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System.

5.5. Use and Access.

Use of the surface waters of any portion of the Stormwater Management System is subject to the restrictions set forth in Section 9.21 of this Declaration. Further, subject to the provisions of the Permits, Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, the

Permits and all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

5.6. Liability.

NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH. NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, 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. FURTHER, THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ELIMINATING ALGAE IN THE STORMWATER MANAGEMENT SYSTEM (EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY THE PERMITS, THE SJRWMD OR AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY) OR FOR CONTROLLING FROGS, INSECTS, GNATS, MOSQUITOES, TOADS, REPTILES OR OTHER PESTS.

5.7. Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over any portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Parcel.

5.8. Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD.

In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

5.9. Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 4-031-23600-17 ISSUED BY THE SJRWMD AND PERMIT NUMBER 2000-04782-IP-BL ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE"). ANY OWNER OWNING A PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE PARCEL, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

5.10. Indemnity.

Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer 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 Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Developer shall assign all its rights, obligations and duties thereunder, including those arising under the Permits, to the Association. The Association shall assume all such rights, duties and liabilities, including those arising under the permits, and shall indemnify and hold Developer harmless therefrom.

5.11. Conservation Easement.

Each Owner acknowledges and agrees that portions of the Property are subject to the terms and conditions of an unrecorded Conservation Easement for Tracts 8 and 9, Bartram Park Phase 2 in favor of SJRWMD dated October 3, 2005, as amended and supplemented from time to time. Additionally, from time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

(A) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.

(B) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

(C) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

(D) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

(E) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

(F) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(G) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(H) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(I) Notwithstanding any other provisions hereof, the terms of this Section 5.11 shall not be amended or modified without the written consent of the SJRWMD. Further, this Section 5.11 may be enforced by the SJRWMD, its successors and assigns.

5.12. Environmental Resource Permit.

The Association covenants to be responsible for both the stormwater and environmental components of the Environmental Resource Permit (ERP) issued by the SJRWMD, including any monitoring of on or off-site wetland creation areas, upon approval by the SJRWMD of the transfer of the ERP from the Developer to the Association.

ARTICLE 6
MAINTENANCE, REPAIR AND REPLACEMENT

6.1. Common Property.

It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair, subject to all governmental regulations, for the benefit of all Owners. Such maintenance shall include without limitation the obligation to maintain the Common Roads (including the rights of way, medians, any landscaped islands, irrigation and signage), parking areas, the clubhouse, the swimming pool, all landscaping on any open areas or green space within the Common Property (provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping), the limited access gate (including all necessary equipment, scanners and utilities), any sidewalks serving the Property, all fences and monuments serving the community as a whole, the Stormwater Management System and all obligations under the Permits issued with respect to the Common Property. The Association's duties shall commence upon the completion of any Improvements upon

the Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all Improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. Without limiting the generality of the foregoing, the Association shall assume all of the Developer's responsibilities to the County and the State and their respective governmental and quasi-governmental subdivisions and similar entities with respect to the Common Property and shall indemnify and hold Developer harmless. In accordance with Section 3.2 and 12.1, if any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association shall repair the Common Property facilities and/or personal property in a good and workmanlike manner, in accordance with the original plans and specifications for the Common Property, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

6.2. Landscaping of Parcels.

The Association shall be responsible for the landscaping on the Parcels as set forth in this paragraph; provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. Landscaping of the Parcels shall only include cutting and edging the grass and applying fertilizers and pesticides in the front and back yard of the Parcel and maintaining and trimming (but not replacing) any bushes located on the Parcel and maintaining and hedging any shrubs located on the Parcel and maintaining and operating the irrigation system. The landscaping costs shall be passed on to the Owners as a part of the Annual Assessments. No Owner may install any landscaping in the areas maintained by the Association without the prior written consent of the Association. Notwithstanding the foregoing, it shall be each Owner's responsibility and obligation to keep all parts of his or her Parcel free and clear of trash and debris. Further, in accordance with Section 3.2, if any Association-maintained landscaped areas within the Parcels are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the landscaped areas, with the cost of such repairs being the responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the landscaped area, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the landscaped area as are required by the Association.

6.3. Buildings and Residences.

(A) Association Obligations. The Association is responsible for the following matters relating to the Initial Improvements located on the Parcels and relating to Improvements made to the Buildings and the Residences by the Developer or the Association:

(1) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain and repair and replace the exterior of the Buildings (except as set forth in Section 6.3(B)(2) and 6.3(B)(4), including painting the exterior, paintable walls of each Building, repairing and replacing all portions of the siding of each Building, maintaining, repairing and replacing the roof of each Building and periodically cleaning the exterior portions of the Building. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such maintenance, cleaning, painting, repairs and replacements shall be a Special Assessment (to

the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(2) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, repair and replace fences installed by Developer and sidewalks (but not walkways, driveways or patios) located on or within a Parcel. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such repairs and replacements shall be a Special Assessment (to the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(3) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain, repair and replace all secondary wiring to the Building(s) from the transformer and also maintain meter boxes to the point of attachment to a Building. The cost of such maintenance, repairs and replacements shall be a Special Assessment (to the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(4) The Association shall also be responsible for repairing all incidental damage caused to a Residence by reason of the repairs and replacements accomplished pursuant to the provisions of Section 6.3(A)(1) through 6.3(A)(3) above. The cost of such repairs and replacements shall be a Special Assessment (to the extent not paid for out of the operating budget or funded by reserves collected and held by the Association), which Assessment shall be assessed equally between all of the Owners.

(5) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, clean leaves and other debris from the roof gutters and roofs of the Buildings.

(6) Notwithstanding the terms and conditions of Section 6.3(A)(1) through 6.3(A)(4) above, if any Parcel, Building or Residence is damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the Parcel, Building or Residence, with the cost of such repairs being the sole responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the affected Parcel, Building or Residence, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the Parcel, Building or Residence as are required by the Association.

(B) Owner's Obligations. Each Owner is responsible for the following matters relating to his or her Residence and Parcel:

(1) Each Owner shall maintain, repair and replace, at its sole cost and expense, all interior portions of its Residence contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(2) In accordance with the terms and conditions of Section 6.3(A)(1) the Association is responsible for painting the Buildings, as deemed reasonably appropriate and necessary by the Board of Directors. If any Owner desires to paint all or a portion of the exterior of its Residence, then the Owner shall be subject to the terms and conditions of Article 8, including without limitation Section 8.16(P).

(3) Each Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to its Residence and to maintain repair and replace concrete walkways, driveways and patios located on any portion of its Parcel.

(4) Each Owner shall maintain, repair and replace at its sole cost and expense, all interior portions of the Residence (including without limitation carpeting, electrical fixtures and appliances in the Residences, non-supporting walls and partitions, all contents of the Residences and built-in cabinets in the Residences), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Residence. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(5) If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof).

(6) Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Residence and/or the security alarm system and fire alarm serving the Residence, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Residence or within the Building where the Residence is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(7) Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Residence, door bell light bulbs and street address light bulbs, if any, as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Developer or otherwise approved in advance by the ARB.

(8) In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Residence, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any necessary pest and/or nuisance control in and around the Residence.

(9) All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

(10) Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

(11) Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Parcel and his Residence as required herein or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, maintain, and landscape any part of such Parcel or Residence. Such entry shall not be a trespass. The cost of such repairs or maintenance shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

ARTICLE 7
ASSESSMENTS

7.1. Rates of Assessments.

Assessments shall be made at a uniform rate against applicable "Assessment Units". For the purposes hereof, each Parcel shall constitute one (1) Assessment Unit.

7.2. Annual Assessments.

For each Parcel within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") and other Assessments hereafter described, levied by the Association for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Parcels and the Residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to the provisions of Section 7.14, the Annual Assessment for a Parcel not containing a Residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Parcel containing a Residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary.

7.3. Emergency Assessments.

The Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Property, the Parcels or Members of the Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

7.4. Special Assessments.

In addition to the Annual and Emergency Assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy a special assessment ("Special Assessment") against some or all Owner(s) to obtain funds for a specific purpose(s) which is

of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of an Emergency Assessment; provided however that any Special Assessment shall be approved by a two-thirds (2/3) vote of the Members of the Association present in person or by proxy at a duly called meeting of the Association. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing, foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

7.5. Parcel Assessment.

The Association may, from time to time, levy a parcel assessment ("Parcel Assessment") against a particular Parcel and the Owner thereof by a majority vote of the Board of Directors, (i) for the construction, reconstruction, repair, or replacement of a capital improvement upon or serving the specific Parcel, including any additional special services to such Parcel, the cost of which is not included in the Annual Assessment; or (ii) to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property. Any fines assessed under Article 17 shall be deemed to be a Parcel Assessment. Any Parcel Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

7.6. Commencement of Annual Assessments.

The Annual Assessments provided for in this Article shall commence with respect to each Parcel on the date of conveyance of the Parcel to an Owner, other than Developer or a Developer appointed builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or Special Assessment charged to each Parcel, prorated to the day of closing on a per diem basis. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarterly or monthly installments, or in such other installment increments as the Board deems appropriate. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proration to the number of months (or other appropriate installment) remaining in such calendar year.

7.7. Effect of Non-Payment of Assessment; the Personal Obligation; Remedies of the Association; the Lien; Application of Payments.

(A) Each Owner of a Parcel, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest thereon, reasonable attorney's fees and the cost of collection thereof as hereinafter provided (collectively "Delinquent Fees"), thereupon become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided below to the contrary, each such Assessment, together with such Delinquent Fees, shall be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, and recourse may be had against either

or both. Any and all persons acquiring title to or an interest in a Parcel as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.8 below. Unless provided for in a Mortgage on a Parcel, failure to pay Assessments does not constitute a default under a Mortgage.

(B) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association:

(1) an administrative late fee of five percent (5%) of the sum due may be charged, not to exceed twenty-five dollars ($25.00). Provided however that only one (1) administrative late fee may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest at the rate of eighteen percent (18%) per annum (or at the highest applicable rate permitted under the law) from the date when the installment was due until paid; provided further, however, that each other installment thereafter coming due shall be subject to one (1) administrative late fee each as aforesaid; or

(2) the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall accrue interest at the rate of eighteen percent (18%) per annum (or at the highest applicable rate permitted under the law) from the dates when the installments were due until paid. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessment against such Parcel shall be levied by the Association for such purpose.

(C) The Association may bring an action at law against the Owner(s) personally obligated to pay the delinquent Assessments, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Parcel on which the Assessments and Delinquent Fees are unpaid, may foreclose the lien against the Parcel on which the Assessments and Delinquent Fees are unpaid, or may pursue one (1) or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments and Delinquent Fees secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. The lien provided for in this Article shall be perfected by filing a claim of lien in the public records of the County in favor of the Association.

(D) Each Owner, by his acceptance of title to a Parcel, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessments by abandonment of his Parcel. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

(E) All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

(F) The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same, with the approval of two-thirds (2/3) of the Members.

(G) All payments on accounts shall first be applied to interest accrued on the late Assessment payment, then to any administrative late fees, then to outstanding fines, then to costs and attorneys fees related to collection of the late Assessment payment and then to the delinquent Assessment payment first due.

(H) It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

(I) The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

7.8. Subordination of the Lien.

The lien of the Assessments shall be inferior and subordinate to real property tax liens and the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment was first recorded against the Parcel, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Parcel shall not affect the Assessment; however, the sale or transfer of any Parcel pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Parcel from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Mortgagees shall in no event be responsible or liable for the collection of any Assessments.

7.9. Collection of Assessments.

In the event that at any time the collection of Assessments levied pursuant hereto is made by an entity other than the Association, all references herein to collection (but not necessarily enforcement) by the Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

7.10. Developer's Assessments.

Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Parcels owned by it, or (ii) not pay Assessments on some or all Parcels owned by it and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii) above shall be the

difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, capital contributions, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice to such effect to the Association. When all Parcels within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

7.11. Association Funds.

The portion of all Annual Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special and Emergency Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.12. Capital Contribution.

Each initial purchaser shall be required to make a one time non-working capital contribution to the Association in the amount determined by the Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may be used by the Developer to fund the operating deficit.

7.13. Budget.

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

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

(C) Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Parcel is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, in accordance with the procedures set forth in the Bylaws, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements.

(1) The Board of Directors of the Association shall prepare a roster of the Parcels and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the budget by the number of Parcels subject to the Declaration.

(2) In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined.

(3) The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and Assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

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

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

7.14. Exempt Property.

The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property (except that portion of the Common Property located within a Parcel); and (c) all Parcels or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Parcels other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Parcels solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall

pay one half (1/2) of the Assessments attributable to such Parcels or Property, from and after the date that the landscaping is installed on such Parcel or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use).

7.15. Real Estate Taxes.

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

7.16. Certificate of Payment.

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

ARTICLE 8
ARCHITECTURAL CONTROL

8.1. Purpose.

Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. The ARB review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Parcel has been completed.

8.2. Members of ARB.

The ARB shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of the initial members shall hold office until all Parcels and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. Members of the ARB (other than those appointed or designated by the Developer) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Developer may only be removed by the Developer.

8.3. Meetings of the ARB.

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 8.11 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

8.4. Compensation of ARB Members.

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Association in a professional capacity.

8.5. Improvements Subject to Approval.

Subject also to Section 8.15 and Article 9, construction, modifications and alterations subject to approval by the ARB specifically include, but are not limited to, (a) altering, painting, erecting or maintaining on the property a building, fence, wall, shed, storage, or other secondary or detached structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, pool, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind); (b) any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Parcel; (c) any painting or other alteration of the exterior appearance of the Parcel or appurtenance including but not limited to garage, doors and windows; (d) installation of antennae, satellite dishes or receivers, solar panels or other similar devices; (e) screened enclosures; (f) signs, whether located on the Parcel, on a Limited Common Element of the Parcel or in the windows of the Parcel; (g) gates; (h) playground equipment; (i) flower boxes, shelves, statutes or other outdoor ornamentation; (j) patterned or brightly colored window coverings; (k) alteration of the landscaping or topography of the Property, including without limitation, any cutting or removal of trees (unless replacing an original tree with the exact same type of tree), planting or removal of plants; (l) construction, modification or alteration of any Improvement, of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Parcel or any Improvement; (m) attachment of or placement upon outside walls or roofs of buildings or other improvements of an awning, canopy or shutter; (n) construction, modification or alteration of any Improvement, of any nature whatsoever regardless of whether or not it is visible from the exterior of the Parcel, which shall result in excessive noise, disturbance or nuisance to any Parcel or Common Property; and (o) all other modifications, alterations or improvements visible from any road or other Parcels. All of the foregoing are jointly referred to herein as "Proposed Improvements". Interior alterations not affecting the external structure or appearance of any Parcel or Improvement shall not require the approval of the ARB, except as set forth in Section 8.16 of the Declaration.

None of the above shall be commenced until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed construction, alteration or addition shall have been submitted to, and approved in writing by, the ARB. Notwithstanding the foregoing, all Owners (except Unit Owners) may paint without the approval of the ARB provided that the paint color is the same or substantially similar to the color originally painted. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to

approving or disapproving material submitted.

No landscaping, improvement or structure of any kind shall be commenced, erected, placed or maintained upon any building site unless and until the plans and specifications have been submitted to and approved by the developer of Bartram Park, the Bartram Park Association and the design review committee of the Bartram Park Association.

8.6. Procedures.

(A) Application. It shall be the responsibility of each Owner to supply two (2) sets of the following documents, materials and items to the ARB for use in its reviewal process: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

(B) Compliance Binder. At the time of submission of the review fee and the documents, materials and items listed above (as to other Proposed Improvements), and upon the request of the ARB, the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all Proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the Proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy shall be in additional to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Association.

(C) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Parcels, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different

Parcels. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in Section 8.11.

(D) Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

(E) Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Parcel or within the Property shall be commenced, and no Parcel shall be modified, except in accordance with such approved plans and specifications. All work done by a Member after receiving the approval of the ARB shall be subject to the inspection by, and final approval of, the ARB in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.7. No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

8.8. Enforcement.

In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

8.9. ARB Rules.

The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the ARB prior to the making of such amendment.

8.10. Non-Liability.

The ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control and thus neither the Association, the Board of Directors, the ARB, the Developer nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner, its successors, assigns, personal representatives, or heirs or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, are structurally safe or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental or industry requirements, standards or codes and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, the safety, soundness, workmanship, materials, usefulness for any purpose or any injury to persons or property resulting therefrom. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. Additionally, neither the Association, the Board of Directors, any member or representative of the ARB nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence.

8.11. Variance.

The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ARB from denying a variance in other circumstances.

8.12. Exemptions.

Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

8.13. Reservation of Right to Release Restrictions.

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

8.14. General Powers of the Association and the ARB.

The Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article 8, and the Association shall have the absolute power to require specific action to be taken in connection with applicable sections of the Property in that regard. The Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore and otherwise require or veto any other action as the Association deems appropriate from time to time.

8.15. Remedy for Violations.

If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Association may summarily and without the permission or consent of the Owner, enter upon the Parcel and remove the unpermitted Improvements or structure, in which case neither the Developer, the Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Special Assessment and shall be secured by a lien on the Parcel, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this Section, the ARB and Developer shall have the right to enter into any Parcel or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed

Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article 17 for violations of this Declaration.

8.16. Architectural Guidelines.

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

(A) Building Restriction Setbacks. The Property shall be subject to the building setback restrictions depicted on the Plat. No vertical construction shall be permitted within the building setback area.

(B) Building Height Restriction. Residences shall be limited to a maximum of two (2) stories.

(C) Roofs. Any protrusions through roofs for power ventilators, antenna or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements or approved thereafter by the ARB. No such protrusions, including without limitation antennae and other devices, will be approved in areas of the roof that affect the fire protection panels underneath the roof, which fire protection panels are located along a four foot (4') section of the party wall of each residence. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Section 6.3(A)(5).

(D) No Owner Installed Fences or Walls on or within a Parcel. Each Residence may be delivered to the Owner with a fence or fences running parallel to the side Parcel line between adjoining townhomes. No other fences, including decorative or holiday fences, or walls shall be permitted to be erected by an Owner or its designee on or within a Parcel.

(E) Patios and Patio Enclosures. The Developer must approve any screened patio enclosure that is constructed as part of the Initial Improvements. The ARB must approve any screened patio enclosure that is constructed thereafter. No glass enclosed patios or air conditioned or heated patios are permitted. The patio shall not be used for storage. All furniture on patios shall be of a type designed for outdoor use.

(F) Ancillary Structures. No garage, tool shed, guest quarters, carport, storage buildings or other similar structure shall be constructed or erected on a Parcel.

(G) Antennae and Other Devices. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty-nine inches (39") in diameter and twelve feet (12') in height and must be approved in advance by the ARB. Such devices shall not be placed in the front yard of any Parcel. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others. Antennae and other devices will not be approved by the ARB if the proposed location would violate the four foot (4') fire protection panel setback, as set forth in Section 8.16(C) of this Declaration. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner

shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion.

(H) Landscape Buffers. The Property shall be subject to the landscape setback requirements depicted on the Plat. No Improvements other than driveways and landscaping and related Improvements shall be allowed within the landscape buffer area; provided, however, that the landscape setback restrictions shall not prohibit Developer from constructing a wall along the perimeter of the Property.

(I) Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Parcel, unless approved by Developer or the ARB, as applicable.

(J) Lighting. No external lighting, shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

(K) Recreational Structures and Equipment. No basketball backboards, tennis courts, play sets or structures or doghouses shall be located on or within a Parcel and all toys, lawn furniture, equipment and displays must be taken inside the Residence or the Residence's garage at night. Grills must be stored in the Residence or within the garage. Bicycles must be stored in the Residence or within the garage.

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

(M) Window Coverings. Reflective window coverings, heat mats and window coverings made of paper products are expressly prohibited. Only white or off-white, solid colored window coverings shall be permitted on any Residence without ARB approval. Stained-glass windows or other type of window treatment to be placed or installed on the inside or outside of any Residence requires approval of the ARB. The ARB as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property. The restriction set forth in this Section shall not be construed to limit the rights of Residence Owners to display an American flag in accordance with Section 9.9.

(N) Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Parcel, unless installed by the Developer as part of the Initial Improvements.

(O) Energy Conservation. Solar energy and other energy conservation devices shall not be erected on a Residence or Parcel without first obtaining the prior written consent of the Developer or ARB, as applicable. Such devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property.

(P) Painting. The Developer or ARB, as applicable, must approve any proposed painting of the exterior of the Residence by the Owner unless the paint color is the same or substantially similar to the color originally painted. If the proposed painting is approved by the Developer or ARB, as applicable, the Developer or ARB, as applicable, shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(1) all work and materials shall be at the Owner's sole cost and expense;

(2) all color selections shall be approved by the Developer or ARB, as applicable, and must be the same or substantially similar to the other Residence(s) in the Building;

(3) the painting project must include an entire elevation of the Residence (i.e. the entire side of the Residence, etc.); and

(4) if the Association thereafter paints the Building in accordance with Section 6.3(A)(1), the Residence shall be included as part of the Building painting project, and the Owner shall pay its pro-rata share of the Building painting project in accordance with Section 6.3(A)(1).

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

ARTICLE 9
USE OF PROPERTY AND PARCELS

9.1. Protective Covenants.

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

9.2. Parcel Resubdivision.

No Parcel shall be further subdivided, replatted, or separated into smaller Parcels by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. As set forth above, Developer shall have the right to reconfigure Parcels or modify subdivision plats of the Property if Developer owns all the Parcels within the legal description of the Property to be subjected to the replat, or if all Owners of Parcels which are included within the portion of the Plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

9.3. Residential Use

Greenbrier at Bartram Park is a residential community, and therefore, each of the Parcels shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Parcel may be divided or subdivided into a smaller Parcel. Home-based occupations may be operated out of the Parcels, provided, that: (i) there are no employees working within the Parcels, (ii) there is no signage; (iii) the Parcel is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Parcel; (v) the home-based occupation does not generate additional visitors, traffic or noise into the Parcel or any part of the Property; (vi) the home-based occupation does not cause a nuisance to the other Parcels or Owners; and (vii) such use meets all other municipal code and zoning requirements. Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

9.4. Nuisances; Other Improper Use.

Nothing shall be done or maintained on any Parcel or Common Property which may be or become an annoyance, nuisance or be detrimental to the other Parcels or Common Property or its occupants. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance.

In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

9.5. Insurance.

Nothing shall be done or kept in any Residence, Parcel, or in the Common Property that will increase the rate of insurance for the Property or any other Parcel / Residence, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Parcel, or in the Common Property which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law. These requirements are in addition to the provisions set forth in Section 10.2 of this Declaration.

9.6. Access.

Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the Improvements within the Parcel, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

9.7. Pets.

(A) Owners must register all pets with the Association. Owners are granted a license to maintain not more than a total of two (2) pets per Residence, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors (c) dogs or cats only, except as set forth below. This license may be revoked by the Board of Directors of the Association. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Pet sitting for outside pets is permitted as long as the number of pets maintained within a Parcel does not exceed two (2).

(B) All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Parcel). Pets must be on the grass before the pet is permitted to stop and relieve itself. Owners should not allow landscape areas adjacent to the

buildings or the building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

(C) Animals that are typically kept in cages or containers wholly within the Residence such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

(D) Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Association, its Board of Directors, Developer, each Owner and the management company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet on the Property. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner therefore.

(E) A violation of the provisions of this Section shall entitle the Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

9.8. Signs.

No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Parcel, Common Property, or from any window, while Developer is conducting its sales efforts. After Seller has finished its sales within the Property, all signs must have advance written approval of its size, shape, content, appearance and location from the ARB prior to being posted, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing within the property located within the Bartram Park DRI.

9.9. Flags.

Each Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard in a respectful manner. This restriction shall not apply to the Association. Further, notwithstanding the foregoing, the Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Parcels.

9.10. Parking.

(A) There shall be a maximum of two (2) vehicles associated with each Parcel. The first vehicle must be parked in the Owner's garage, and the second vehicle, if any, must be parked in the Owner's driveway.

(B) All garages must have a single overhead door with a minimum door width for a single car garage. No garage shall at any time be used as a Residence or converted to become part of the Residence. Notwithstanding the foregoing, a garage may be used by Developer as a sales office during the marketing of the Property.

(C) Motorcycles are allowed with Board approval but shall count as a vehicle towards the vehicle limit. Motorcycles must be parked within the garage. Motorcycles may be parked on the Common Property only with the written consent of the Board of Directors.

(D) Owners must register all vehicles with the Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

(E) No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section. Guest spaces may be located within the Common Property and Owners may not park in guest spaces.

(F) The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle; provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Developer's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Property or any Parcel shall be restricted to the parking areas therein designated for such purpose.

(G) Prohibited Vehicles. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Association, Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. No vehicle may block the sidewalk.

(H) Vehicle Maintenance. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Property and Parcels, except wholly within the confines of the garage.

(l) Towing. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

9.11. Speed Limit on Common Roads.

The speed limit on all Common Roads shall not exceed twenty (20) miles per hour.

9.12. Visibility at Street Intersections.

No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members' Permittees, for any damages, injuries or deaths arising from any violation of this Section. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

9.13. Clotheslines.

No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

9.14. Garbage and Trash Containers.

It is the Developer's intention that there will not be community trash dumpsters serving the Parcels. So long as there are no community trash dumpsters serving the Parcels, the Owners shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage when not placed out for pick up and shall be maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

9.15. Window Air Conditioners.

No window air conditioning unit shall be installed in or on any of the Residences.

9.16. Temporary Structures.

No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, construction trailers, construction dumpsters, portable on demand storage units or other temporary

storage units, or other outbuilding, shall be permitted on any Parcel at any time. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the purpose of construction of any Improvements or Residences and the marketing and sales of property located within the Bartram Park DRI until such time as all Residences located within the Bartram Park DRI are constructed and sold.

9.17. Oil and Mining Operations.

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

9.18. Hazardous Materials.

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

9.19. Fireworks.

No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Parcel, on or from the Property or on or from the Common Property.

9.20. Removal and Replacement of Trees.

In order to preserve the environment and migratory bird populations, no trees which remain on a Parcel at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other Improvements on the Parcel, or to persons occupying or utilizing the Property. If any tree located on the Parcel at the time of completion of the Initial Improvements thereafter dies from the act or omission of an Owner, such tree shall be replaced by the Owner, at the Owner's expense, by a similar tree. Any other alteration or replacement of the landscaping or topography of the Property requires ARB approval.

9.21. Lakes.

Swimming in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats and jet skis is prohibited.

9.22. Use of Common Property, Including Pool and Clubhouse.

The Common Property shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Residences. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Property, including without limitation, the pool, clubhouse and clubhouse restrooms. Each Owner acknowledges and agrees that if the Owner is leasing its Residence (as described in Section 9.23 below), the tenant/occupant of the Residence shall have the right to use the Common Property

recreational facilities during the term of the lease, and Owner shall not have any right to use any of the Common Property recreational facilities during such lease term.

9.23. Leasing of Residences.

(A) Entire Residences may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Residence shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. an Owner cannot lease its Residence for seven (7) months or more and then allow the lessee to rent out all or any portion of the Residence for periods of less than seven (7) months). Every lease shall be in writing and must be provided to the Association within fifteen (15) days following execution of the lease.

(B) The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Residence therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Residence may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(C) When a Residence is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Residence shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners is prohibited.

(D) A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement.

9.24. Pest & Insect Control.

Except as set forth in Section 10.8 with respect to subterranean termites, each Owner shall be responsible for and required to perform all pest and insect control within the Residence.

9.25. Proviso.

Until the Developer has completed all of the contemplated Improvements and closed the sale of all of the Residences within the Property, neither the Owners nor the Association, nor the use of the Property shall interfere with the completion of the contemplated Improvements and the sale of the Residences. Developer may make such use of the unsold Residences and Common Property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within the property located within the Bartram Park DRI and the display of signs.

9.26. Soliciting.

No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

9.27. Variance.

The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

9.28. Compliance.

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

9.29. Developer Exemption.

In order that the development of the Property may be undertaken, no Owner nor the Association, shall do anything to interfere with Developer's activities, more fully set forth as follows:

(A) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Property, as may be necessary in connection with the operation of any Parcels owned by Developer (its successors or assigns) or the sale, lease or other marketing of Parcels, or otherwise from taking such other actions deemed appropriate; or

(B) Prevent Developer, or its successors or assigns from filing Supplemental Declarations, which add or withdraw additional property as otherwise provided in this Declaration; or

(C) Prevent Developer from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Developer's plans for construction,

development, use, sale or other disposition of the Property, or any part thereof.

ARTICLE 10
INSURANCE

The insurance that shall be carried upon the Common Property and the Parcels is governed by the following provisions:

10.1. Common Property Insurance.

(A) The Board of Directors shall obtain insurance on the Common Property, consistent with prudent business judgment, including the following:

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

(C) All personal property included in the Common Property that is owned by the Association shall be insured for its value, as determined annually by the Board of Directors.

(D) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability of the Association but not individual Owners arising out of, or incident to, the ownership or use of the Common Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors, or other Owners. The Board of Directors shall review such limits once each year.

10.2. Insurance for the Parcels.

It shall be the responsibility of each Owner to obtain, at his/her sole cost and expense, liability insurance with respect to the ownership and use of his/her Parcel, including the Residence and any Improvements located on the Parcel. It shall be the responsibility of each Owner to obtain and maintain property insurance in an amount equal to not less than the full replacement cost of the Residence and other Improvements located on the Parcel and comprehensive personal liability insurance in an amount not less than $300,000.00. It shall also be the responsibility of each Owner to obtain, at his/her sole cost and expense, flood insurance covering Improvements on the Parcel, if the Parcel is located in a flood zone designated "A". As of the date that an Owner takes title to a Parcel, the Owner must submit to the Association, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. Thereafter, each Owner must submit to the Association, on or before thirty (30) days prior to the expiration of such policy, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. The policy shall not be cancelled, materially changed or not renewed without at least thirty (30) days advance written notice to the Association. If the Owner fails to comply with any portion of this Section 10.2, including providing copies / certificates to the Association, the Association shall (i) have the fining rights set forth in Article 17) and (ii) after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, have the right to purchase the insurance policy described in this Section 10.2. The cost of such policy shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore. Nothing shall be done

or kept in any Residence or Parcel that will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence or on his Parcel which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law.

10.3. Personal Property on the Parcels.

Owners are obligated to obtain coverage at their sole cost and expense upon their personal property located on their respective Parcels. Such insurance shall not be the responsibility of the Association.

10.4. Director and Officer Liability Insurance.

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

10.5. Worker's Compensation.

The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law.

10.6. Flood Insurance.

The Board of Directors shall obtain and maintain flood insurance covering Improvements located within the Common Property, where such Improvements are located within a flood zone designated "A".

10.7. Liability Insurance.

The Board of Directors may obtain such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners.

10.8. Termite Protection Coverage.

The Board of Directors shall obtain and maintain adequate subterranean termite protection coverage on each Building. The fees incurred by the Association in connection with such coverage shall be included within the Annual Assessments payable by each Owner.

10.9. Generally.

The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Institutional Mortgagees or based upon the cost and availability of such coverage. The premiums for policies maintained by the Association shall be paid by the Association as an expense to be passed on to the Owners as part of their Annual Assessments. All insurance policies purchased by the Association shall be for the benefit of the Association, and shall provide that all proceeds covering losses shall be paid to the Association.

ARTICLE 11
RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION

11.1. Common Property.

Except as set forth in Section 3.2, in the event of damage to or destruction of all or any the Improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such Improvements substantially in accordance with the plans and specifications under which the Improvements were originally constructed, or any modification thereof approved by Developer or the ARB. The Board of Directors shall proceed towards reconstruction of such Improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such Improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

11.2. Parcels.

Any Owner whose Parcel or Residence located on the Parcel or any Improvements located on the Parcel is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Residence and Improvements, to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the ARB in accordance with the provisions of Article 8. Each Owner agrees to cooperate in good faith with all other Owners of the Property, including without limitation, the Owners of adjoining Residences and all Owners within Owner's Building, in connection with the rebuilding and restoration of a Residence and other Residences within a Building. The Association has the right, but not the obligation to, monitor all rebuilding efforts, and the Associations and all Owners within a particular Building have the right to seek specific performance in a legal action, requiring an Owner to commence and diligently prosecute to completion, the reconstruction of its Residence in the event the Residence is destroyed or damaged by fire or other casualty.

ARTICLE 12
ASSOCIATION LIABILITY

12.1. Disclaimer of Liability.

Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons. At the time of the recording of this Declaration, there is an unstaffed vehicular access gate at the entrance to the Property, which is intended to limit vehicular access to Greenbrier at Bartram Park, subject to the Developer's rights to access the Property as set forth in Section 5.9 and Section 9.25. The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

12.2. Specific Provisions.

Without limiting the generality of the foregoing:

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

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

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

(D) Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property, including the Residences. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or Improvements or other activities done by or on behalf of any Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

12.3. Owner Covenant.

Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title of his Parcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

12.4. Noise Disclaimer.

Each Owner, by acceptance of a deed or other conveyance of his or her Residence, acknowledges and agrees that sound transmission in a multi-residence building, is very difficult to control, and that noises from adjoining or nearby Residences, Buildings, recreational facilities or mechanical equipment, can often be heard in another Residence. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Residences and other portions of the Property and each Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.