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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE MEADOWS AT SAINT JOHNS

COPY

THIS DOCUMENT PREPARED BY:

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EASEMENTS FOR THE MEADOWS AT SAINT JOHNS**

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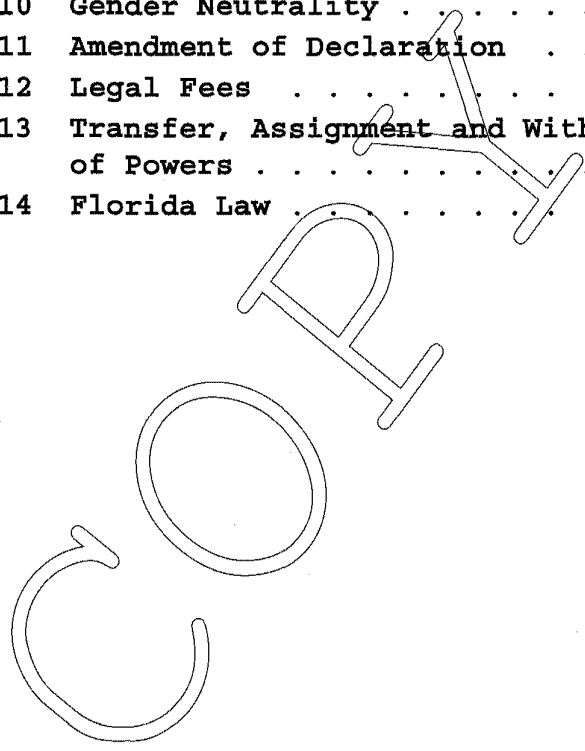
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THIS DOCUMENT PREPARED
BY AND RETURN TO:

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE MEADOWS AT SAINT JOHNS**

THIS DECLARATION, made this 6th day of August, 2001, by GRAND MEADOWS, LLC, a Florida limited liability company, whose mailing address is 1914 Art Museum Drive, Jacksonville, Florida 32207, hereinafter called "Developer".

R E C I T A L S :

- A. Developer is the owner and developer of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.
- B. It is the intention and desire of Developer to have the Property developed into single family residential homesites and to sell such homesites as part of a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.
- C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer has created or will create a nonprofit homeowners association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

D E C L A R A T I O N :

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

ARTICLE I
DEFINITIONS

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

Section 1.1 Association. The Meadows at Saint Johns Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association By-laws", respectively, copies of which are attached hereto as Exhibits "B" and "C" respectively. The Association shall own, operate, administer and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and

limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

Section 1.2 Association Rules and Regulations. The rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

Section 1.3 Developer. Grand Meadows, LLC, a Florida limited liability company, or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer may also be an Owner for so long as Developer shall be record owner of any Lot as defined herein.

Section 1.4 Board of Directors. The Board of Directors of the Association.

Section 1.5 Charges. All General, Special and Lot Assessments.

Section 1.6 Common Area or Common Areas. All real and personal property now or hereafter designated by Developer as Common Area which is intended for the common use and enjoyment of all of the owners within the Property. Without limitation, the Common Area shall include the islands in all cul de sacs, all roads and street unless such are dedicated to and accepted for maintenance by St. Johns County, Florida, the rights and easements for retention ponds, lakes, culverts, drainage areas and stormwater retention systems located within the Property, the rights and easements along the entrance or boundaries to each subdivision for fencing, signage, landscaping, lighting and irrigation. The Common Areas shall also include such personal property, fixtures and improvements placed or constructed by or on behalf of the Association in, upon or on the easements granted herein.

Section 1.7 Declaration. This Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

Section 1.8 General Assessment. An assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

Section 1.9 Guest. A social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days, or longer, shall be deemed a permanent resident.

Section 1.10 House. Any single-family residential dwelling constructed or to be constructed on or within any Lot.

Section 1.11 Lot. Any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

Section 1.12 Lot Assessment. Any assessment charged to a particular owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

Section 1.13 Member. Those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

Section 1.14 Mortgage. Any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

Section 1.15 Mortgagee. Any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender and shall include guarantors or insurers of mortgages such as FNMA, FHA and VA.

Section 1.16 Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but

is given the use and possession of the Lot prior to such acquisition of title.

Section 1.17 Plat. Any plat or plats of the Property recorded or to be recorded by Developer or others in the public records of St. Johns County, Florida.

Section 1.18 Property. That certain real property described in Exhibit "A", and such additions and deletions thereto as may be made in accordance with Article II hereof.

Section 1.19 Special Assessment. Those Special Assessments referred to in Article VI hereof.

Section 1.20 Surface Water or Stormwater Management System.
 A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and is subject to certain permit and use restrictions imposed by the St. Johns River Water Management District and St. Johns County.

Section 1.21 Yard. Any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS AND DELETIONS

Section 2.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that

(a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 2.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Developer to subject any other property now or hereafter owned by Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 2.2.

Section 2.2 Additional Lands. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) or to a different Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or to a different declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Developer and the owner of the lands to be added. Developer reserves the right to so supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 2.3 Withdrawal of Lands. Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Developer with respect to the lands to be withdrawn.

ARTICLE III
OWNERSHIP AND MEMBERSHIP

Section 3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 3.2 Membership appurtenant to Lot. Developer and every Owner shall be a Member of the Association. Membership shall

be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3.3 Classes of Membership. The Association shall have two classes of voting membership:

3.3.1 Class A. Class A Members shall be all Owners with the exception of the Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

3.3.2 Class B. The Class B Member shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Developer has conveyed ninety percent (90%) of the Lots or when the Developer, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member so long as it owns any Lots.

ARTICLE IV
COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

Section 4.1 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

4.1.1 The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided owners as described herein.

4.1.2 The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

4.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

4.1.4 The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

4.1.5 The right of Developer or the Association to grant and reserve easements and ~~rights-of-way~~ through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

4.1.6 The right of Developer or the Association to acquire, extend, terminate or abandon easements.

Section 4.2 Liability for Damage to Common Area. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such

repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.

Notwithstanding anything to the contrary contained in this Declaration, Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies or open space shall be deemed contiguous). Developer may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights or personal property from the Common Area in Developer's sole discretion. Such additions and withdrawals shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference each such addition or withdrawal. Withdrawal of land from the Common Area by Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by a Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Article II hereof, or subsequently designated as such by Developer pursuant to Article I hereof and this Section, even if Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section, upon Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall, at all times, maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, personal property, fixtures and improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) placed

or constructed thereon by or on behalf of the Association. Except with respect to the banks of lakes as set forth in Section 8.22 hereof, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 Easement for Maintenance Purposes. Developer hereby reserves for itself and grants to the Association, and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably

necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

Section 4.6 Developer's Conveyance of Rights in the Common Area. Prior to elimination of the Class B Membership, Developer hereby covenants that it will convey its rights in the Common Areas located in Developer's portion of the Property to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, and the Association shall accept such conveyance. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the part of the Common Areas consisting of personal property or fixtures have not then been conveyed to the Association.

ARTICLE V
ASSOCIATION

Section 5.1 Duties and Powers of the Association. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which, in the judgement of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the

easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 5.2 Maintenance Obligations of Lot Owners. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The costs of these services shall be a Lot Assessment. Notwithstanding the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, costs, attorneys, fees, and late fees, if applicable.

Section 5.3 Maintenance of Exterior of Houses. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and ~~deck~~ improvements or roofs.

Section 5.4 Management Company. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5.5 Limited Access Procedures. The Association may establish limited access procedures for the Property. Such procedures may be adopted and, from time to time, changed by the Association as the Association Board of Directors chooses in its discretion. Such procedures adopted and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the limited access

systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to persons or property which may occur within the Property, whether or not it is due to the failure of the limited access system and procedures adopted from time to time.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments**. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of St. Johns County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer or agent of the Association. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Declaration and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 6.2 Purpose of Assessments.

6.2.1 Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis or for the purpose of recovering excess expenses or costs from previous years. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

6.2.2 In addition to the Annual General Assessments authorized above, the Association shall also collect from each Owner of a Lot at the time a home is constructed thereon and the home and Lot are conveyed to the Owner, a one-time Capital Assessment equal to \$200.00. The Capital Assessment shall be used to help pay or establish reserves for construction or repair of the improvements on the Common Area.

6.2.3 In addition to Annual General Assessments and the Capital Assessment authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

6.2.4 In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

6.2.5 In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot, or any other maintenance or special services provided to such Lot or its owner, the cost of which is not included in the General Assessment.

Section 6.3 Collection of Assessments. The initial Annual Assessment on any Lot subject to assessment shall commence and be collected at the time title to such Lot is conveyed to the Owner by Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty-day month.

Section 6.4 Effect of Non-Payment of Assessment, Personal Obligation and Remedies of Developer.

6.4.1 Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee equal to Fifty and No/100 Dollars (\$50.00), or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

6.4.2 All charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien

against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, sell, lease, mortgage and convey the same.

6.4.3 Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges 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 hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

Section 6.5 Subordination of Lien to Mortgages.

6.5.1 The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

6.5.2 The Treasurer of the Association, upon demand of any owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 6.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions

of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 6.7 Association Budget.

6.7.1 The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

6.7.2 Developer shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

6.7.3 Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider 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 needed to render the services specified

hereunder. Such budget may also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

6.7.4 The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or, release in any manner of any Owners obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

6.7.5 Until elimination of the Class B Membership, Developer shall have the sole right to appoint the members of the Board of Directors of the Association.

Section 6.8 Exemption from Assessments and Liens. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

6.8.1 All properties dedicated to and accepted by a governmental body, agency or authority;

6.8.2 All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

6.8.3 All properties owned by the Developer until such time as the property or any portion thereof, including a Lot, shall be conveyed to a third party. Developer may assign this exemption right to any person. Such an assignment shall have no effect on Developer's exemption hereunder.

Section 6.9 Tax of Common Areas. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 7.1 Preservation of Beauty. In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

Section 7.2 Architectural Review Committees. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

7.2.1 The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The ~~NCC~~ shall be appointed by Developer. The NCC shall review and approve all such initial construction, whether performed by any Developer, a builder to whom Developer has conveyed one or more Lots, or an Owner.

7.2.2 The Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be appointed by Developer. Provided, however, for so long as Developer owns a portion of the Property, Developer shall have the right to appoint at least one (1) member of the MC.

7.2.3 The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until an Owner takes title to the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to the exterior of

any building, fence, all, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

Section 7.3 Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

7.3.1 To promulgate architectural criteria. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Criteria by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

7.3.2 To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

7.3.3 To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

7.3.4 Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VII hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall

aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

7.3.5 If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

7.3.6 Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Developer and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

7.3.7 The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

Section 7.4 Procedure for Approval of Plans. The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan

which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

ARTICLE VIII
USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 8.1 Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Developer from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior approval of the NCC.

Section 8.2 Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a height exceeding thirty-five (35) feet above the elevation of the finished surface of the first floor of such dwelling. All one-story Houses constructed on Lots shall have a minimum of Twelve Hundred (1,200) square feet of heated and air conditioned living space. All two-story Houses constructed on Lots shall have a minimum of Twelve Hundred (1,200) square feet of heated and air conditioned living space.

Section 8.3 Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. At a minimum, side setbacks shall be five (5) feet from building walls and three and one-half (3.5) feet from eaves or overhangs. If any one House is erected

on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

Section 8.4 Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed fifty percent (50%), excluding lakes, setback lines and easements.

Section 8.5 No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction, nor the use of sales facilities for the Developer.

Section 8.6 Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as residence either temporarily or permanently.

Section 8.7 Fences. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than forty feet (40') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No chain link fences shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by the NCC.

Section 8.8 Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and

service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 8.9 Motorists' Vision to Remain Unobstructed. The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgement and opinion of the Board of Directors of the Association, obstruct the vision of the motorist upon any of the streets.

Section 8.10 Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent Developer, or any person designated by it from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Developer may deem advisable for development purposes.

Section 8.11 Aerials and Antennas. No radio or television aerial, satellite dish or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior or any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 8.12 Pets. Not more than two dogs, or two cats, or two birds (excluding parrots) or two rabbits, or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of the Board of Directors of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 8.13 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

Section 8.14 No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the front of residential structures. All such objects shall be completely screened inside a garage, carport or covered and concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer, other than sales of construction trailers, shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

Section 8.15 Air Conditioners. Unless the written approval of the NCC or the MC has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 8.16 Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

Section 8.17 Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

Section 8.18 Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which

will be in violation of the law. Each Owner shall obtain and continually maintain insurance against fire or other casualty damage on all improvements constructed upon a Lot in an amount equal to the full insurable value thereof.

Section 8.19 Inspections. Owners shall allow the Association or its agents and employees to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

Section 8.20 Resubdividing Lots Owned by Developer. Each Developer reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements.

Section 8.21 Resubdividing Developed Lots. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

Section 8.22 Lakes. Only Developer and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake"), located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Developer and the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels"), shall be maintained by the Owner of such Lot with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of such embankment shall not be changed without the prior written consent of Developer and the Association. The control of nuisance shoreline vegetation shall be the responsibility of the Owners of lots abutting the lake. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the

Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments, as more particularly set forth in Article VI hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees, including Developer. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same have been approved by the NCC and all appropriate agencies and authorities. 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 lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted, or described by this Section, shall be in strict accordance with any and all of the statutes, rules, regulations, permits, and restrictions more particularly described elsewhere in this Declaration.

ARTICLE IX
UTILITY EASEMENTS AND OTHER EASEMENTS

Section 9.1 Unrestricted Right to Assign Easements.

Developer shall have the unrestricted right, without the approval or joinder of any other person or entity to designate the use and to alienate, release, or otherwise assign the easements shown in the Plat or described herein.

Section 9.2 10 Foot Easement for Ingress, Egress, Utilities and Drainage. The Developer reserves for itself and grants unto the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line, or from the top of the lake bank landward as the case may be, for ingress, egress, installation, replacement, repair and maintenance of the utility

system, for drainage, for police powers and for services supplied by the Developer or Association. By virtue of this easement, it shall be expressly permissible for the Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 9.3 5 Foot Easement for Ingress, Egress, Utilities and Drainage. The Developer hereby reserves for itself and grants unto the Association and its designees a five foot (5.0') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Developer or the Association. By virtue of this easement, it shall be expressly permissible for the Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 9.4 Blanket Easement for Drainage and Landscape. The Developer reserves for itself and grants unto the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which the Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Reasonable notice of intent to take such action shall be given to all affected

owners, unless, in the opinion of the Developer or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developer or the Association, and shall not be construed to obligate the Developer or the Association to take any affirmative action in connection therewith. The rights hereunder reserved and granted shall not extend to that portion of a Lot which is improved.

Section 9.5 Encroachment of Improvements. To the extent that any improvements constructed by Developer on, or, if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 9.5 shall also terminate.

Section 9.6 Easement for Maintenance of Landscape and Signage. The Developer hereby reserves for itself and grants unto the Association an alienable and releasable easement over and across certain tracts located at the entry way of the Property for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage as shown on the Final Development Plan for the Property approved by St. Johns County, Florida. Further, the Developer reserves for itself and grants unto the Association a twenty foot (20') easement running along and parallel to the road and running along and parallel to all boundary lines of the Plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, circuits, conduits, planters and other improvements currently existing or hereafter made or constructed by the Developer or the Association.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Maintenance of Common Areas. There is hereby granted to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 10.2 Covenants run with the Property. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment to the Covenants and Restrictions which would affect the surface water management system including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 10.3 Condemnation of Common Area. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive, right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 10.4 Notice to Owner. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 10.5 Violation of Covenants. The Association is hereby granted the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the

violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as the Association deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay the Association, on demand, the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, the Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure by the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

Section 10.6 Enforcement of Declaration. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, Developer or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, the St.

Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

Section 10.7 Approval of Developer. Whenever the approval of Developer (any of its officers) or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Developer and the Association by Registered or Certified Mail with return receipt requested. If Developer or the Association fails to act on any such written request within thirty (30) days after the date of receipt by Developer or the Association, the approval of Developer to the particular action sought shall be granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

Section 10.8 Liberal Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 10.9 Invalidity of Part does not Invalidate the Balance. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 10.10 Gender Neutrality. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 10.11 Amendment of Declaration. Subject to the provisions of Section 10.2, Developer is hereby granted the absolute and unconditional right, so long as it remains a Class B member of the Association, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing

Authority, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein; (iv) to conform to the requirements of the St. Johns River Water Management District, St. Johns County and/or Private Utility Company; or (v) correct any error herein.

10.11.1 Subject to the provisions of Section 10.2, Developer is hereby granted the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.

10.11.2 This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (1) a two-thirds (2/3) vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 10.12 Legal Fees. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including before, at trial, in bankruptcy and any post judgment collection, which may be incurred by Developer, the Association or any Owner in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Developer.

Section 10.13 Transfer, Assignment and Withdrawal of Powers.

Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of this Declaration. No such transfer or assignment shall require the consent, approval or acceptance of any person, including, without limitation, the Association or the Owners. Following any such assignment, Developer shall be relieved of the performance of all duties and obligations hereunder. If at anytime hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Developer under these provisions, the same shall be vested in and be exercised by the Association and if the Association shall have been dissolved, then by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

Section 10.14 Florida Law. This Declaration shall be construed in accordance with laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in their names on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Julie Pyburn
Julie Pyburn

Name- Printed

William T. Pyburn III
William T. Pyburn III

Name printed

GRAND MEADOWS, LLC, a Florida
limited liability company

By: L. Randall Towers

L. Randall Towers
Its Managing Member

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

0R1657PG1307

The foregoing instrument was acknowledged before me this 6
day of August, 2001, by L. Randall Towers, Managing Member of
GRAND MEADOWS, LLC, a Florida limited liability company, on behalf
of the company

Charles D. Raley Jr.

(Print Name Charles D. Raley Jr.)

NOTARY PUBLIC

State of Florida at Large

Commission # CC 935709

My Commission Expires: 5/11/04

Charles D Raley Jr

My Commission CC935709

Expires May 11, 2004

Personally Known

or Produced I.D.

[check one of the above]

Type of Identification Produced

COPY

OR1657PG1309

SCHEDULE 1

The Horton Property

COPY

LOT 44

Part of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: for a Point of Reference, COMMENCE at a point in the Southerly right of way line of Silo Road (a 60 foot right of way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, Pages 104 through 106 of the Public Records of said County) at its intersection with the Westerly right of way line of County Road 13A (Pacetti Road; a 100 foot right of way as now established); thence South $19^{\circ}47'27''$ West along said Westerly right of way line of County Road 13A, a distance of 552.83 feet; thence South $88^{\circ}41'01''$ West leaving said Westerly right of way line, a distance of 708.52 feet to a point in the division line between Section 37 and Section 38; thence North $01^{\circ}06'48''$ West along said Section line, a distance of 55.21 feet; thence South $88^{\circ}47'25''$ West leaving said Section line, a distance of 32.30 feet; thence South $77^{\circ}35'41''$ West, a distance of 879.38 feet; thence North $01^{\circ}06'48''$ West, a distance of 71.46 feet; thence South $77^{\circ}35'11''$ West, a distance of 474.88 feet; thence due South, a distance of 733.19 feet; thence due East, a distance of 480.00 feet; thence South $01^{\circ}06'48''$ East, a distance of 996.58 feet; thence North $82^{\circ}00'00''$ West, a distance of 36.62 feet; thence North $70^{\circ}00'00''$ West, a distance of 41.72 feet; thence North $51^{\circ}0'00''$ West, a distance of 20.27 feet; thence South $70^{\circ}00'00''$ West, a distance of 15.64 feet; thence due South, a distance of 13.24 feet; thence due West, a distance of 4.00 feet; thence South $04^{\circ}30'00''$ West, a distance of 83.15 feet; thence South $12^{\circ}30'00''$ West, a distance of 51.19 feet; thence South $23^{\circ}00'00''$ West, a distance of 3.81 feet; thence North $45^{\circ}00'00''$ West, a distance of 3.51 feet; thence North $12^{\circ}30'00''$ West, a distance of 30.16 feet; thence due North, a distance of 137.78 feet; thence North $04^{\circ}30'00''$ East, a distance of 74.47 feet; thence North $08^{\circ}30'00''$ West, a distance of 181.28 feet; thence North $67^{\circ}00'00''$ West, a distance of 116.03 feet; thence North $75^{\circ}30'00''$ West, a distance of 530.80 feet; thence North $77^{\circ}00'00''$ West, a distance of 448.60 feet; thence North $79^{\circ}30'00''$ West, a distance of 69.57 feet for a POINT OF BEGINNING; thence continue North $79^{\circ}30'00''$ West, a distance of 60.06 feet; thence North $13^{\circ}00'00''$ East, a distance of 115.72 feet; thence South $77^{\circ}00'00''$ East, a distance of 60.00 feet; thence South $13^{\circ}00'00''$ West a distance of 113.10 feet to the POINT OF BEGINNING.

Containing 6,865 square feet, more or less.

Part of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: for a Point of Reference, COMMENCE at a point in the Southerly right of way line of Silo Road (a 60 foot right of way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, Pages 104 through 106 of the Public Records of said County) at its intersection with the Westerly right of way line of County Road 13A (Pacetti Road, a 100 foot right of way as now established); thence South $19^{\circ}47'27''$ West along said Westerly right of way line of County Road 13A, a distance of 552.83 feet; thence South $88^{\circ}41'01''$ West leaving said Westerly right of way line, a distance of 708.52 feet to a point in the division line between Section 37 and Section 38; thence North $01^{\circ}06'48''$ West along said Section line, a distance of 55.21 feet; thence South $88^{\circ}47'25''$ West leaving said Section line, a distance of 32.30 feet; thence South $77^{\circ}35'11''$ West, a distance of 879.38 feet; thence North $01^{\circ}06'48''$ West, a distance of 71.46 feet; thence South $77^{\circ}35'11''$ West, a distance of 474.88 feet; thence due South, a distance of 733.19 feet; thence due East, a distance of 430.00 feet; thence South $01^{\circ}06'48''$ East, a distance of 996.58 feet; thence North $82^{\circ}00'00''$ West, a distance of 36.62 feet; thence North $70^{\circ}00'00''$ West, a distance of 41.72 feet; thence North $51^{\circ}30'00''$ West, a distance of 20.27 feet; thence South $70^{\circ}00'00''$ West, a distance of 15.64 feet; thence due South, a distance of 13.24 feet; thence due West, a distance of 4.00 feet; thence South $04^{\circ}30'00''$ West, a distance of 33.15 feet; thence South $12^{\circ}30'00''$ West, a distance of 51.19 feet; thence South $23^{\circ}00'00''$ West, a distance of 3.61 feet; thence North $45^{\circ}00'00''$ West, a distance of 3.51 feet; thence North $12^{\circ}30'00''$ West, a distance of 53.16 feet; thence due North, a distance of 137.76 feet; thence North $04^{\circ}30'00''$ East, a distance of 74.47 feet; thence North $08^{\circ}30'00''$ West, a distance of 181.28 feet; thence North $67^{\circ}00'00''$ West, a distance of 116.03 feet; thence North $75^{\circ}30'00''$ West, a distance of 50.07 feet for a POINT OF BEGINNING; thence continue North $75^{\circ}30'00''$ West, a distance of 61.97 feet; thence North $00^{\circ}00'00''$ East, a distance of 170.11 feet; thence South $90^{\circ}00'00''$ East, a distance of 60.00 feet; thence South $00^{\circ}00'00''$ West, a distance of 185.63 feet to the POINT OF BEGINNING.

Containing 10,672 square feet, more or less.

LOT 87:

Part of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: for a Point of Reference, COMMENCE at a point in the Southerly right of way line of Silo Road (a 60 foot right of way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, Pages 104 through 106 of the Public Records of said County) at its intersection with the Westerly right of way line of County Road 13A (Pacetti Road, a 100 foot right of way as now established); thence South $19^{\circ}47'27''$ West along said Westerly right of way line of County Road 13A, a distance of 552.83 feet; thence South $88^{\circ}41'01''$ West leaving said Westerly right of way line, a distance of 708.52 feet to a point in the division line between Section 37 and Section 38; thence North $01^{\circ}06'48''$ West along said Section line, a distance of 55.21 feet; thence South $88^{\circ}47'25''$ West leaving said Section line, a distance of 32.30 feet; thence South $77^{\circ}35'11''$ West, a distance of 879.38 feet; thence North $01^{\circ}06'48''$ West, a distance of 71.46 feet; thence South $77^{\circ}35'11''$ West, a distance of 481.72 feet to the point of curvature of a curve concave Southerly and having a radius of 770.00 feet; thence Westerly around and along the arc of said curve a distance of 309.76 feet, said arc being subtended by a chord bearing and distance of South $66^{\circ}03'42''$ West, 307.68 feet to the point of tangency of said curve; thence South $57^{\circ}52'57''$ West, a distance of 99.92 feet; thence South $55^{\circ}00'00''$ West, a distance of 463.22 feet; thence South $35^{\circ}00'00''$ East, a distance of 214.26 feet for a POINT OF BEGINNING, said Point of Beginning being the point of curvature of a curve concave Northeasterly and having a radius of 525.00 feet; thence Southeasterly around and along the arc of said curve, a distance of 77.89 feet, said arc being subtended by a chord bearing and distance of South $39^{\circ}15'00''$ East, 77.81 feet; thence South $46^{\circ}30'00''$ West, a distance of 182.77 feet; thence North $35^{\circ}00'00''$ West, a distance of 104.62 feet; thence North $55^{\circ}00'00''$ East, a distance of 175.00 feet to the POINT OF BEGINNING.

Containing 16,171 square feet, more or less.

LOT 85:

Part of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: for a Point of Reference, COMMENCE at a point in the Southerly right of way line of Silo Road (a 60 foot right of way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, Pages 104 through 106 of the Public Records of said County) at its intersection with the Westerly right of way line of County Road 13A (Pacetti Road, a 100 foot right of way as now established); thence South $19^{\circ}47'27''$ West along said Westerly right of way line of County Road 13A, a distance of 552.83 feet; thence South $88^{\circ}41'01''$ West leaving said Westerly right of way line, a distance of 708.52 feet to a point in the division line between Section 37 and Section 38; thence North $01^{\circ}06'48''$ West along said Section line, a distance of 55.21 feet; thence South $88^{\circ}47'25''$ West leaving said Section line, a distance of 32.30 feet; thence South $77^{\circ}35'11''$ West, a distance of 879.38 feet; thence North $01^{\circ}06'48''$ West, a distance of 71.46 feet; thence South $77^{\circ}35'11''$ West, a distance of 481.72 feet to the point of curvature of a curve concave Southerly and having a radius of 770.00 feet; thence Westerly around and along the arc of said curve a distance of 309.76 feet, said arc being subtended by a chord bearing and distance of South $66^{\circ}03'42''$ West, 307.68 feet to the point of tangency of said curve; thence South $57^{\circ}52'57''$ West, a distance of 99.92 feet; thence South $55^{\circ}00'00''$ West, a distance of 463.22 feet; thence South $35^{\circ}00'00''$ East, a distance of 214.26 feet to the point of curvature of a curve concave Northeasterly and having a radius of 525.00 feet; thence Southeasterly around and along the arc of said curve, a distance of 137.44 feet, said arc being subtended by a chord bearing and distance of South $42^{\circ}30'00''$ East, 137.05 feet for a POINT OF BEGINNING; thence continue Southeasterly around and along the arc of said curve a distance of 59.56 feet, said arc being subtended by a chord bearing and distance of South $53^{\circ}15'00''$ East, 59.53 feet; thence South $33^{\circ}30'00''$ West, a distance of 152.93 feet; thence North $77^{\circ}00'00''$ West, a distance of 86.13 feet; thence North $40^{\circ}00'00''$ East, a distance of 187.68 feet to the POINT OF BEGINNING.

Containing 11,713 square feet, more or less.

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LOT 32

Part of Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: for a Point of Reference, COMMENCE at a point in the Southerly right of way line of Silo Road (a 60 foot right of way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, Pages 104 through 106 of the Public Records of said County) at its intersection with the Westerly right of way line of County Road 13A (Pacetti Road, a 100 foot right of way as now established); thence South $19^{\circ}47'27''$ West along said Westerly right of way line of County Road 13A, a distance of 552.83 feet; thence South $88^{\circ}41'01''$ West leaving said Westerly right of way line, a distance of 708.52 feet to a point in the division line between Section 37 and Section 38; thence North $01^{\circ}06'48''$ West along said Section line, a distance of 55.21 feet; thence South $88^{\circ}47'25''$ West leaving said Section line, a distance of 32.30 feet; thence South $77^{\circ}35'11''$ West, a distance of 879.38 feet; thence North $01^{\circ}06'48''$ West, a distance of 71.46 feet; thence South $77^{\circ}35'11''$ West, a distance of 474.88 feet; thence due South, a distance of 733.19 feet; thence due East, a distance of 480.00 feet; thence South $01^{\circ}06'48''$ East, a distance of 996.58 feet; thence North $82^{\circ}00'00''$ West, a distance of 36.62 feet; thence North $70^{\circ}00'00''$ West, a distance of 41.72 feet; thence North $51^{\circ}30'00''$ West, a distance of 20.27 feet; thence South $70^{\circ}00'00''$ West, a distance of 15.64 feet; thence due South, a distance of 13.24 feet; thence due West, a distance of 4.00 feet; thence South $04^{\circ}30'00''$ West, a distance of 83.15 feet; thence South $12^{\circ}30'00''$ West, a distance of 51.19 feet; thence South $23^{\circ}00'00''$ West, a distance of 3.61 feet; thence North $45^{\circ}00'00''$ West, a distance of 3.51 feet; thence North $12^{\circ}30'00''$ West, a distance of 53.16 feet; thence due North, a distance of 137.78 feet; thence North $04^{\circ}30'00''$ East, a distance of 74.47 feet; thence North $08^{\circ}30'00''$ West, a distance of 181.28 feet; thence North $67^{\circ}00'00''$ West, a distance of 116.03 feet; thence North $75^{\circ}30'00''$ West, a distance of 308.17 feet for a POINT OF BEGINNING; thence continue North $75^{\circ}30'00''$ West, a distance of 73.49 feet; thence North $11^{\circ}00'00''$ East, a distance of 114.35 feet; thence Easterly around and along the arc of a curve concave Northerly and having a radius of 525.00 feet a distance of 59.56 feet, said arc being subtended by a chord bearing and distance of South $82^{\circ}15'00''$ East, 59.53 feet; thence South $04^{\circ}30'00''$ West, a distance of 123.00 feet to the POINT OF BEGINNING.

Containing 7,817 square feet, more or less.

OR1657PG1315

EXHIBIT "A"

PROPERTY

COPY

MEADOWS AT SAINT JOHNS PHAS

PART OF SECTION 37, TOGETHER WITH A PART OF GOVERNMENT LOT 1
TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

CAPTION

Part of Section 37, together with a part of Government Lot 14, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: for a Point of Reference, COMMENCE at a point in the Southerly right of way line of Silo Road (a 60 foot right of way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, Pages 104 through 106 of the Public Records of said County) at its intersection with the Westerly right of way line of County Road 13A (Pacetti Road, a 100 foot right of way as now established); thence South 19°47'27" West along said Westerly right of way line of County Road 13A, a distance of 334.35 feet to the POINT OF BEGINNING; thence continue along said Westerly right of way line, South 19°47'27" West, a distance of 218.48 feet; thence South 88°41'01" West leaving said Westerly right of way line, a distance of 708.52 feet to a point in the division line between Section 37 and Section 38; thence North 01°06'48" West along said Section line, a distance of 55.21 feet; thence South 88°47'25" West leaving said Section line, a distance of 32.30 feet; thence South 77°35'11" West, a distance of 879.38 feet; thence North 01°06'43" West, a distance of 71.46 feet; thence South 77°35'11" West, a distance of 474.88 feet; thence due South, a distance of 733.19 feet; thence due East, a distance of 480.00 feet; thence South 01°06'43" East, a distance of 996.58 feet; thence North 82°00'00" West, a distance of 36.62 feet; thence North 70°00'00" West, a distance of 41.72 feet; thence North 51°30'00" West, a distance of 20.27 feet; thence South 70°00'00" West, a distance of 15.64 feet; thence due South, a distance of 13.24 feet; thence due West, a distance of 4.00 feet; thence South 04°30'00" West, a distance of 83.15 feet; thence South 12°30'00" West, a distance of 51.19 feet; thence South 23°00'00" West, a distance of 3.61 feet; thence North 45°00'00" West, a distance of 3.51 feet; thence North 12°30'00" West, a distance of 53.16 feet; thence due North, a distance of 137.78 feet; thence North 04°30'00" East, a distance of 74.47 feet; thence North 08°30'00" West, a distance of 181.28 feet; thence North 67°00'00" West, a distance of 116.03 feet; thence North 75°30'00" West, a distance of 530.60 feet; thence North 77°00'00" West, a distance of 448.60 feet; thence North 79°30'00" West, a distance of 377.07 feet; thence North 65°00'00" West, a distance of 76.79 feet; thence North 25°00'00" West, a distance of 106.63 feet; thence South 87°00'00" West, a distance of 56.63 feet; thence North 05°00'00" West, a distance of 146.30 feet; thence North 14°15'14" West, a distance of 50.00 feet; thence Northeasterly around and along the arc of a curve concave Northwesterly and having a radius of 275.00 feet, a distance of 99.57 feet, said arc being subtended by a chord bearing and distance of North 65°22'23" East, 99.03 feet to the point of tangency of said curve; thence North 55°00'00" East, a distance of 15.99 feet to the point of curvature of a curve concave Westerly and having a radius of 25.00 feet; thence Northerly around and along the arc of said curve, a distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 10°00'00" East, 35.36 feet; thence North 55°00'00" East, a distance of 50.00 feet; thence Easterly around and along the arc of a curve concave Northerly and having a radius of 25.00 feet, a distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 80°00'00" East, 35.36 feet to the point of tangency of said curve; thence North 55°00'00" East, a distance of 35.00 feet; thence North 35°00'00" West, a distance of 408.04 feet; thence North 69°00'00" East, a distance of 120.26 feet to a point situated in a curve concave Easterly and having a radius of 225.00 feet; thence Northerly around and along the arc of said curve, a distance of 121.74 feet, said arc being subtended by a chord bearing and distance of North 05°30'00" West, 120.26 feet to the point of tangency of said curve; thence North 10°00'00" East, a distance of 27.16 feet to the point of curvature of a curve concave Southwesterly and having a radius of 25.00 feet; thence Northwesterly around and along the arc of said curve, a distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 35°00'00" West, 35.36 feet; thence North 10°00'00" East, a distance of 50.00 feet; thence South 80°00'00" East, a distance of 18.49 feet; thence North 10°00'00" East, a distance of 134.98 feet; thence the following six (6) courses and distances, parallel to and 50 feet Southerly of, when measured at right angles to the Southerly line of said Mill Creek Estates: Course No. 1: South 78°55'26" East, 245.81 feet; Course No. 2: North 83°33'11" East, 326.76 feet; Course No. 3: South 84°04'12" East, 234.60 feet; Course No. 4: South 40°00'30" East, 116.42 feet; Course No. 5: North 77°35'11" East, 1,601.42 feet; Course No. 6: North 88°47'25" East, 833.83 feet to the POINT OF BEGINNING.

Containing 2,180,116.64 square feet and/or 50.05 acres, more or less.

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

This is to certify that this plat of Meadows at Saint Johns Phase One has been approved and accepted by the Board of County Commissioners of St. Johns County, Florida on this _____ day of _____, A.D., 2001. This acceptance shall not be deemed as requiring construction or maintenance by St. Johns County of any part of said subdivision.

By: _____
Chairman, St. Johns County
Board of County Commissioners

CERTIFICATE OF APPROVAL PLANNING & ZONING DEPARTMENT

The St. Johns County Planning & Zoning Department hereby approves this plat of _____

ADOPTED

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EXHIBIT "B"

ARTICLES OF INCORPORATION

COPY

ARTICLES OF INCORPORATION
OF
THE MEADOWS AT SAINT JOHNS
OWNERS ASSOCIATION, INC.

A CORPORATION NOT-FOR-PROFIT

The undersigned, being desirous of forming a corporation not-for-profit, does hereby form this corporation for the purposes and with the powers herein specified and does hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation shall be:

THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC.,
(hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purpose and object of the Association shall be to exercise all of the rights, powers and duties granted to it under that certain Declaration of Covenants, Conditions, Restrictions, and Easements for The Meadows at Saint Johns, as amended from time to time (the "Declaration"), as well as all other rights, powers and duties which may be granted to it. Such rights, powers and duties shall include, but not be limited to, the following: The Association shall own, operate, administer and maintain the Common Areas as defined in the Declaration (the "Common Areas"). The Association shall operate, maintain and manage the Surface Water Management System(s) in a manner consistent with the permit requirements and applicable rules and regulations, and shall assist in the enforcement of the restrictions and covenants contained herein. The New Construction Committee and Modifications Committee, the members of both of which are appointed by Grand Meadows, LLC, a Florida limited liability company, shall exercise architectural control over the development of the Property, and the Association shall have the right to enforce the covenants, conditions, restrictions, and easements contained in the Declaration. All defined terms contained herein shall have the same meanings as such terms are defined by the Declaration.

ARTICLE III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the laws of the State of Florida and the Declaration.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.

2. Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein.

3. Levy and collect by any lawful means, all charges or assessments against Members of the Association pursuant to the terms of the Declaration to defray the expenses of the Association.

4. Enforce any lien right granted the Association to secure the payment of assessments as described in Article III(B) (3) above.

5. Own, operate, lease, sell, manage, encumber, convey, subject to easements, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.

6. To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns as Common Areas for the mutual benefit and use of all Members.

7. The Association shall levy and collect assessments against members of the Association for the costs of maintenance and operation of the surface water management system, including, but not limited to, work within retention areas, drainage structures and drainage easements.

8. Enforce the provisions of these Articles of Incorporation, the By-Laws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof, and the Common Areas which may or hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualification of members, manner of their admission to and termination of membership and voting by members shall be as follows. Each Owner of a Lot shall be and become a member of the Association upon the recording of a deed in the public records of St. Johns County, Florida, granting him or her fee simple title to a Lot. In addition, the Developer of the Property shall be a member of the Association as set forth below and in the Declaration.

ARTICLE V. VOTING

A. The affairs of the Association shall be administered and managed by the Board of Directors as described in Article VIII hereof.

B. Until such time as the first Lot is conveyed to an Owner other than Developer, the membership of the Association shall be comprised of the Developer, who shall be entitled to cast votes as set forth in C below on all matters upon which the membership would be entitled to vote.

C. There shall be two classes of voting membership in the Association:

Class A. Class A Members shall be all Owners with the exception of the Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, as for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

Class B. Class B Member shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Developer has conveyed ninety percent (90%) of the Lots or when the Developer, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member so long as it owns any Lots.

ARTICLE VI. TERM OF EXISTENCE

The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be accepted by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII. OFFICE

The principal office of the Association shall be 1914 Art Museum Drive, Jacksonville, Florida 32207, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. Each member of the Association Board of Directors shall be entitled to one vote.

B. The name and address of the persons who are to serve as the sole members of the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
L. Randall Towers	1914 Art Museum Drive Jacksonville, Florida 32207
William T. Pyburn, III	1914 Art Museum Drive Jacksonville, Florida 32207
Julie Pyburn	1914 Art Museum Drive Jacksonville, Florida 32207

C. The members of the Board of Directors shall be elected or appointed in the manner provided in the Bylaws.

ARTICLE IX. OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may not be compensated. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President and Treasurer	L. Randall Towers
Vice-President and Secretary	William T. Pyburn, III

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

ARTICLE X. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended upon the proposal of the Board of Directors. Upon such proposal, a special meeting of the Members shall be called, the notice of which shall state that such proposal is to be voted upon at that meeting. The proposal shall be passed if a majority of the votes present at a meeting at which a quorum is present, vote to approve the proposal.

B. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

ARTICLE XI. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, incurred by him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIII. INCORPORATOR

The name and address of the incorporator under these Articles is:

L. Randall Towers 1914 Art Museum Drive
Jacksonville, Florida 32207

IN WITNESS WHEREOF, the undersigned subscribing Incorporator, has hereunto set his hand and seal this _____ day of _____, 2001, for the purpose of forming this corporation not-for-profit under the laws of the State of Florida.

L. Randall Towers

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing Articles of Incorporation were acknowledged before me this _____ day of _____, 2001, by L. Randall Towers, as Incorporator.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

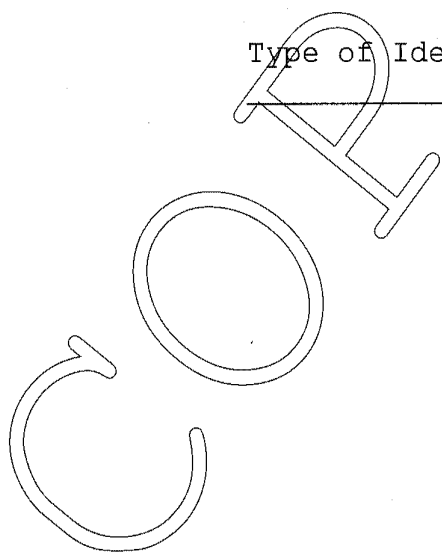
My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names L. Randall Towers located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.

L. Randall Towers, Incorporator

Date: _____, 2001

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

L. Randall Towers, Registered Agent

Date: _____, 2001

COPIES

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EXHIBIT "C"

Bylaws

COPY

BY-LAWS
OF
THE MEADOWS AT SAINT JOHNS
OWNERS ASSOCIATION, INC.

a Florida Corporation Not-For-Profit

1. IDENTITY.

1.1 Applicability. These are the By-Laws of THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC. ("Association"), a Florida corporation not-for-profit organized pursuant to the provisions of Chapter 617, Florida Statutes, as amended, to the date of filing of the Articles of Incorporation ("Articles"). The purpose and object of the Association shall be to own, maintain and repair the Common Areas, as defined in the Articles and the Declaration of Covenants, Conditions, Restrictions and Easements for The Meadows at Saint Johns ("Declaration"), enforce the covenants and restrictions contained within the Declaration, and to exercise any other rights, powers and duties granted to it under the Declaration or the Articles. All defined terms contained herein shall have the same meanings as such terms are defined in the Declaration and the Articles.

1.2 Office. The office of the Association shall be at 1914 Art Museum Drive, Jacksonville, Florida 32207, or at such other place as may be established by resolution of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 Seal. The seal of the Association shall bear the name of THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC., the word "Florida", the words "Corporation Not-For-Profit", and year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM AND PROXIES.

2.1 Membership. The qualification of members of the Association ("Members"), the manner of their admission to membership and termination of such membership, shall be as set forth in the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of all

classes of membership entitled to vote upon any matter or matters arising at said meeting.

2.3 Voting.

(a) Each Lot Owner, other than the Developer, shall be a Class A Member and shall be assigned the right to cast one vote at any meeting of Members.

(b) The Developer shall be the Class B Member and shall be entitled to cast a number of votes equal to the total number of votes held by all Class A Members, plus one, until such time as a Developer's membership is terminated.

(c) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot.

(d) If any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot or by the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.4 Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

2.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by limited proxy, provided that no person shall be designated to hold more than ten (10) proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which

it was given. Every proxy shall be revocable at any time at the pleasure of the Lot owner executing it.

3. **MEMBERS' MEETINGS.**

3.1 **Annual Meeting.** The annual meeting of the Members shall be held at the office of the Association or such other place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting, on the second Thursday in November of each year or such other date as determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Thursday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 **Special Meeting.** Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

3.3 **Notice of Meetings.**

(a) **Generally.** Written notice of all meetings of Members shall be given by the Secretary ~~or,~~ in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be mailed to the Members at least fourteen (14) days prior to said meeting.

(b) **Annual.** Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) **Special.** Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed or delivered personally to the Member.

(d) **Waiver.** Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice of such Member.

(e) **Adjourned Meetings.** If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the latter percentage of attendance may be required as set forth in the Articles or the Bylaws the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by Directors, Lot owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings or Members, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or waiver of reading of minutes of previous meeting of Members;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment by Chairman of inspectors of election;
- (g) Election of Directors;
- (h) Unfinished business;

- (i) New business; and
- (j) Adjournment.

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4. **BOARD OF DIRECTORS.**

4.1 Composition of Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. So long as there is a Class B Member, the Class B Member shall be entitled to appoint the directors. Each member of the Board of Directors shall be entitled to one vote. Directors shall be elected or appointed at the annual meeting of the Association.

4.2 Election of Directors. Directors shall be elected or appointed in the following manner:

(a) Commencing with election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number, and the identity, of the members of the Board which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) Commencing with the first annual election of Directors after Developer shall have relinquished the right to appoint the Directors, the Members shall elect all Directors by a plurality of the votes cast at the annual meeting of the general membership. The Class A Members shall vote in person at a meeting of the Members or by a ballot that the Class A Members personally sign.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(d) In the election of Directors, after Developer has relinquished the right to appoint the Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the interest hereof that voting for Directors shall be non-cumulative.

(e) Until such time as the Class A Members are entitled to elect all of the Directors, there shall be three (3) Directors of the Association and each Director shall serve for one year until the next annual meeting or such other time as his successor is elected or appointed. At the first annual meeting at which the Class A Members are entitled to elect all of the members of the Board of Directors, the number of Directors shall be increased to five (5) and three (3) directorships shall be designated as two-year term directors and the other two (2) shall be one-year term directors. At the next succeeding annual meeting, such one-year term directorships shall be, from that point on, designated as two-year term directorships. The intent hereof is to stagger the terms of the directorships so that there shall be two or three directors elected each year for two-year terms.

(f) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

4.3 Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

4.4 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Further, notice of regular

meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance. Meetings of the Board of Directors shall be open to all Members. Notice of any meetings where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Further, except in an emergency, such notice shall be posted as specified in Section 4.4 hereof. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles or these Bylaws. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of attendance may be required as set forth in the Articles or these Bylaws, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 Action Without a Meeting. To the extent, now or from time to time hereinafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such

actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

4.10 Removal. Directors may be removed from office with or without cause by the vote or written agreement of a majority of all Members, provided, however, that only Developer can remove a member of the Board who was appointed by Developer.

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles and these Bylaws. Subject to any limitations imposed by FHM, FNMA and VA guidelines, such powers and duties shall be exercised in accordance with the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.

(b) Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein.

(c) Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien right granted the Association to secure the payment of said assessments.

(d) Own, operate, lease, sell, manage, encumber, convey, subject to easements and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.

(e) To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns, for the mutual benefit and use of all Members.

(f) Enforce the provisions of these Articles of Incorporation, the Bylaws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property,

or a portion thereof and the Common Areas which may now or hereafter be established.

5. OFFICERS.

5.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may, from time to time, elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

5.3 Vice-President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority

of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, to carry out the Association's duties and responsibilities for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for it is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation, or these By-Laws.

7. These Bylaws may be altered or amended by the vote or written consent of a majority of the Members of the Board of Directors.

The foregoing were adopted as the Bylaws of THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, _____.

Secretary

APPROVED:

President