Doc # 2008246869, OR BK 14650 Page 1771, Number Pages: 41, Recorded 09/26/2008 at 01:36 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $350.00

Prepared by and return to:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THREE OAKS

THIS DECLARATION is made on the date hereinafter set forth by **INTRACOASTAL ASSOCIATES, LLC**, a Florida limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

> **THREE OAKS**, according to the plat thereof recorded in Plat Book 64, pages 188, 189, 190 and 191, of the public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, agreements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Articles" shall mean and refer to the Articles of Incorporation of Three Oaks Owners Association, Inc., a Florida corporation not for profit, attached hereto as **Exhibit "A"**, as may be amended from time to time.

2. "Association" shall mean and refer to the Three Oaks Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

3. "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as **Exhibit "B",** as may be amended from time to time.

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

5. "Properties" and "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

6. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

7. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. including, but not limited to, the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Protection and/or the U.S. Army Corps of Engineers, and the areas shown on the recorded plat as "Stormwater Retention Ponds" or "Easements" which connect the Stormwater Retention Ponds with other drainage facilities. The Common Area shall include only those areas conveyed by the Declarant to the Association pursuant to the provisions of this Declaration. In addition, Declarant shall have the right, but not the obligation to construct recreation areas within certain Lots or lands in Three Oaks or other common areas as the

Declarant may designate from time to time within the Future Development Property and to include those facilities in the Common Area.

8. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above. "Lot" shall also mean and refer to tracts or metes and bounds parcels used or intended to be used for construction of one single family home.

9. "Declarant" shall mean and refer to Intracoastal Associates, LLC, and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

10. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or 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.

11. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

12. "Plat" shall mean and refer to that certain real property described in the recorded subdivision plat or plats of the Properties as recorded in Plat Book 64, pages 188, 189, 190 and 191, of the public records of Duval County, Florida. This definition shall be expanded to include any Future Development Property described in any platted property which is annexed as hereinafter provided.

13. "Lake" shall be defined as any areas designated on the Plat as "Retention/Detention Area, Lake, Lake/Stormwater

Management Facility" or any other areas within the Property that are intended for the treatment, retention, detention, or storage of stormwater. This definition may also include any naturally occurring lakes or ponds within the Property.

14. "Conservation Easement Area" shall mean and refer to all such property so designated as Tract A upon any recorded Subdivision Plat or Plats of the Properties. The Declarant reserves the right to add lands to the Conservation Easement Area.

ARTICLE II - PROPERTY RIGHTS

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

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility. Prior to the termination of the Class B Membership, such dedication or transfer may be effected by the Declarant without further consent from the Owners or its mortgagees. Subsequent to the termination of the Class B Membership, no such dedication or transfer shall be effective until agreed to by a vote of two-thirds (2/3) of the votes of the Owners of all Lots and unless an instrument has been recorded, signed and sworn to by the Secretary of the Association stating that such a vote was duly held and that two-thirds (2/3) of the

votes representing all Lots favored such dedication or transfer. Provided, however, the granting of an easement, license or permit over the Common Area by the Association shall not be deemed to be a dedication or transfer of the Common Area requiring approval as provided herein but may be granted by the Association without further consent of the Owners or its mortgagees.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have two classes of voting membership: CLASS A - Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B - The Class B member shall be the Declarant and shall have thirty-one (31) votes. Upon the annexation of any Future Development Property, the number of votes of the Class B member may be increased by stating the new number of votes in the amendment annexing the additional property. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) when the Declarant has conveyed one hundred percent (100%) of the lots in the Property or Future Development Property; or

b) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; for the improvement and maintenance of the common areas, perimeter fence, entranceway and islands in roadways, if any; and for the improvement and maintenance of the storm and/or surface water management system. The Association shall be responsible for the maintenance, operation and repair of the surface water and/or stormwater management system and shall have the right to utilize the private easements shown on the plat for such purpose. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the

systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred to it from the Declarant, and accepting complete responsibility for the St. Johns River Water Management District permits for the Property. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be $750.00 per year per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 20% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 20% by two-thirds vote of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in

whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant shall be subject to any assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every owner at the lot address subject thereto. Failure of any Lot Owner to receive said assessment notice shall not be a defense

to non-payment of same. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No outbuilding or other structure at any time situate on said land shall be used as a

hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide, Replat or Assign. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 40-031-99604-3 (modifies -2) authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, storm drainage retention/detention areas, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment pursuant to the terms of the permit shall be responsible for the continuing maintenance and compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any

portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

4. Jurisdictional Areas.

(a) The plat of the Property may depict certain wetland jurisdictional lines and/or environmental buffer zones, and/or conservation easements as established by the St. Johns River Water Management District, Army Corps of Engineers or the Department of Environmental Protection. No Owner shall make any vegetative or topographic alterations to the land lying waterward of such jurisdictional lines and/or within environmental buffer zones and/or lands lying within any conservation easement without obtaining a permit from the applicable agency. Any Owner violating this provision shall indemnify and hold Declarant, Builder and Association harmless from all fines, penalties, costs or damages arising out of such violation.

(b) Pursuant to the provisions of Section 704.06(1)(A-H)(1) Florida Statutes, restrictions are hereby placed on the Property that all construction, including clearing, dredging, or filling, except that which is specifically authorized by the St. Johns River Water Management District ("SJRWMD") or which may be authorized by a future SJRWMD Permit, which is waterward of the jurisdictional wetland line and/or within environmental buffer zones of the Department of Environmental Regulation, SJRWMD, and the U. S. Army Corps of Engineers, as flagged by Environmental Professional, Inc. and as may be depicted on the plat(s) of the

property or future development property recorded in the public records of Duval County, Florida, is prohibited. The foregoing restriction may be enforced by the SJRWMD. Notwithstanding any other provision, the restriction set forth in this subsection (b) may not be amended without the approval of the SJRWMD.

(c) In addition, in the event that the governmental agencies having jurisdiction over the Property require the granting of a conservation easement over the Property or any part thereof, the Owners of any land subject to the conservation easement shall abide by all restrictions contained therein.

5. Sidewalks. When a dwelling is constructed on any lot, but in any event no later than twenty-four (24) months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the city or county approved engineering plan for the subdivision. All sidewalks must conform to city or county standards.

6. Garage. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.

7. Outbuildings. No outbuilding shall be erected, placed or altered on any lot without the prior approval of the Architectural Control Committee.

8. Approval of Structure. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be

as provided in paragraph 25 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead, dock or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots without the prior approval of the Architectural Control Committee. Said approval shall be in writing and shall specify the exact nature, size, location and appearance of any such exception. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the terms and conditions set forth by the Architectural Control Committee not be complied with by the lot owner to whom such exception is granted. The decision to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

9. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1,800 square feet for a one-story dwelling and at least 1,200 square feet for the ground floor of a dwelling of more than one story, with at least 1,800 square feet for both stories combined. The Architectural Control Committee or Declarant shall be empowered to allow a variance in the above mentioned square footages.

10. Building Location. The location of the building on the lot shall conform to the zoning requirements of the appropriate zoning authorities as currently existing or as hereinafter amended by Duval County, Florida. Proposed variances shall require the prior approval of the Declarant as well as the appropriate zoning authorities.

11. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than that allowed under applicable zoning regulations or variance and exceptions to said regulation approved by Declarant. Lots shown on the plat shall be deemed to be in compliance with this provision.

12. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Review Committee.

14. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

16. Mailboxes. Individual lot owner shall cause to be constructed any mailbox facility.

17. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood unless otherwise

approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Chain link fences shall not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

18. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent. Signs used by a builder to advertise the property during the construction and sales period must be approved by the Architectural Control Committee prior to being displayed. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

19. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

20. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

22. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

23. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

24. Motorists' Vision to Remain Unobstructed. The Declarant 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 judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

25. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, parking and recreational areas, or due to Lot fill or drainage requirements, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to seed or sod and maintain the area between his property line and the street. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate. At the time a dwelling is constructed on any lot which abuts a Lake, it is the responsibility of the Builder to sod the Lake bank to the waters' edge.

26. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any lots in the Property or Future Development Property, Declarant shall have the right to appoint

the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the Association shall have the power and right to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the requirements of the related covenants shall be deemed to have been fully complied with.

27. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas of any kind shall be placed on any lot. Satellite dishes are approved to be constructed on lots within the Property only if the following criteria are met. Satellite dishes must be placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land. Satellite dishes cannot exceed 39" in diameter and cannot exceed a height, including any poles or additional installation structures, of five (5) feet.

28. Air Conditioning Units. No air conditioning units may be installed in any window.

29. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

30. Utility Provisions. JEA or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for irrigation. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by the JEA or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The JEA has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

31. Drainage and Utility Easements. The Declarant hereby reserves unto itself and grants to the Association a perpetual, non-exclusive, alienable and releasable privilege and right on, across and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each Lot as well as the private easements on the plat. A release of the 7.5 foot strip easement reserved by Declarant is hereby granted where any portion of a dwelling constructed by Declarant or a Builder encroaches onto said 7.5 foot strip easement. The Declarant shall have the unrestricted right and power to release said easement. The granting of easements as contained in this paragraph shall be subordinate to the Declarant's right to assign said easement to

Duval County, Florida or other parties should the Declarant desire to assign said easement rights. Additionally, said easements as granted in this paragraph shall be subordinate to the restrictions of the Conservation Easement areas wherever these easements fall into such areas.

32. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system, either to restrain any existing or threatened violation or to recover damages. Additionally, the Association shall have the right but not the obligation to enforce the provisions of this Declaration.

33. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

34. Indemnification. The owner or owners of all lots abutting the storm drainage retention/detention areas within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant as set forth in the Plat and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the storm drainage retention/ detention areas as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

35. Reservation for Subdivision Improvements. Intracoastal Associates, LLC reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

36. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: **a)** amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the subdivision; **b)** to amend these covenants and restrictions at any time if, in the discretion of the Declarant, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; **c)** to waive as to any lot any provisions of the covenants and restrictions; and **d)** to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deems such violations necessary for construction and/or sales. Declarant may assign its right to release such violations. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, **EXCEPT** that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the prior approval of the St. Johns River Water Management District.

37. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

38. Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes, Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as Conservation Easement. "Conservation Easement" shall mean and refer to all of such areas so designated on the Plat.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the

benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

The Declarant, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the prohibitions and restrictions hereinafter set forth.

The Association, its successors and assigns, and the Owner of any Lot upon which there is located any Conservation Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement area.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

a) The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

i) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

ii) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

iii) Removal or destruction of trees, shrubs or other vegetation.

iv) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to

affect the surface.

v) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

vi) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

b) The following activities shall constitute permitted activities (the "Permitted Activities"):

i) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 40-031-99604-3 (modifies -2).

39. Vegetative Natural Buffer. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Vegetative Natural Buffer") over and across all areas noted on the Plat as Vegetative Natural Buffer. " Vegetative Natural Buffer" shall mean and refer to all of such areas so designated on the Plat.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this buffer.

This buffer, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

The Declarant, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Vegetation Buffer Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the prohibitions and restrictions hereinafter set forth.

The Association, its successors and assigns, and the Owner of any Lot upon which there is located any Vegetation Buffer Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement area.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Vegetation Buffer Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

a) The following activities shall constitute prohibited activities on the Vegetation Buffer Easement Area (the "Prohibited Activities"):

i) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

ii) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

iii) Removal or destruction of trees, shrubs or other vegetation.

iv) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

v) Any surface use which does not permit the Vegetation Buffer Easement area to remain predominantly in its natural condition.

vi) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

b) The following activities shall constitute permitted activities (the "Permitted Activities"):

i) Any activities and improvements required or upland buffer easement permitted under St. Johns River Water Management District Permit No. 40-031-99604-3 (modifies -2).

40. Landscape, Sign and Drainage Easement. Declarant hereby reserves unto itself and grants unto to the Association and their assigns a Landscape, Sign and Drainage Easement over Tracts "H" and "J" as noted on the Plat. Declarant reserves the right in its sole option to construct an earth berm within the easement to maintain the trees, landscape and vegetation within the easement and to utilize the easement for signage/drainage swales and/or pipes. No one other than Declarant or the Association may alter the signage, drainage, topography, berm or vegetation within said easement without prior written permission from Declarant or the Association or their assigns.

41. Environmental Permits. The U. S. Army Corps of Engineers and the St. Johns River Water Management District, have issued permits for the development of the property hereinabove described. The Permit Numbers are as follows: U. S. Army Corps of Engineers #SAJ2006-259JKM, and the St. Johns River Water Management District #40-031-99604-3 (modifies -2), collectively known and as herein referred to as the "Permits". For any of the Permits that delineates any wetland line, whether it be federal or state, the owner, by acceptance of the deed of conveyance hereby agrees to comply with any of such lines as delineated by any of the above referenced Permits. Any construction on any Lot subject to the terms and conditions of these Covenants shall be in compliance with the aforementioned Permits and there shall be no construction allowed waterward of any jurisdictional line unless authorized by the appropriate permit, as aforementioned, or as allowed by any subsequent permit. In addition to any construction being authorized by the Permits themselves, any construction waterward of any jurisdictional line shall also be authorized in writing by the Declarant. The requirement for authorization by Declarant shall only be required so long as the Declarant owns lots in the subdivision. The aforementioned Permits allow certain construction of improvements for the subdivision development. The period of time allowed for said construction is contained more

particularly in the above referenced Permits, however, by acceptance of the deed of conveyance any Lot Owner agrees to accept the transfer of the portion of each Permit which relates to the Lot owned by said Lot Owner. By acceptance of the deed of conveyance by the Lot Owner, the Lot Owner agrees to comply with each and every obligation, limitation and prohibition as more particularly described in said Permit. The transfer of these Permits as contemplated by the language herein contained in this paragraph and the liabilities associated with compliance with the terms and conditions shall be the liability and obligation of each and every Lot Owner upon the transfer of title to each Lot Owner."

IN WITNESS WHEREOF, the Declarant has executed this instrument this 25th day of September, 2008.

Signed, sealed and delivered
in the presence of:

Linda C. Flad
LINDA C. FLAD

Elinore C. Cox
ELINORE C. COX

INTRACOASTAL ASSOCIATES, LLC,
a Florida limited liability
company

By: _____
Rachael L. Bennett
Its Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Rachael L. Bennett, the Vice President of INTRACOASTAL ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Linda C. Flad
Notary Public, State of Florida

LINDA C. FLAD
Notary Public, State of Florida
My comm. exp. June 1, 2009
Comm. No. DD 424698

EXHIBIT "A"
PAGE 1 OF 5

October 20, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

THREE OAKS OWNERS ASSOCIATION, INC.
3030 HARTLEY ROAD STE 300
JACKSONVILLE, FL 32257

The Articles of Incorporation for THREE OAKS OWNERS ASSOCIATION, INC. were filed on October 19, 2006, and assigned document number N06000010965. Please refer to this number whenever corresponding with this office.

his document was electronically received and filed under FAX audit number H06000255805.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Tim Burch
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 006A00062599

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EXHIBIT "A"
PAGE 2 OF 5

ARTICLES OF INCORPORATION

OF

THREE OAKS OWNERS ASSOCIATION, INC.

The undersigned natural persons, all of whom are citizens of the State of Florida, acting as incorporators under the laws of the State of Florida, Chapter 617, Florida Statutes, applicable to corporations not for profit, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation shall be **THREE OAKS OWNERS ASSOCIATION, INC.**

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE FOUR

This Association is formed to be the corporate entity which is to be responsible for the common areas, storm and/or surface water management systems, and for the performance of certain duties and the enforcement of certain rights as provided in the Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in Duval County, Florida, for all phases of the subdivision to be known as Three Oaks and located in Duval County, Florida.

The Association shall operate, maintain and manage the surface water and stormwater management system(s) in a manner consistent with the St. Johns River Water Management District requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water and stormwater management system(s).

The assessments shall be used for the maintenance and repair of the surface water and stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

EXHIBIT "A"
PAGE 3 OF 5

ARTICLE FIVE

The members of the corporation shall be all fee simple lot owners in all phases of the subdivision to be known as Three Oaks in Duval County, Florida. Upon the purchase of a lot, the lot owners shall automatically become Class A members as defined in the covenants and restrictions of Three Oaks to be recorded. Membership shall be appurtenant to, and inseparable from, ownership of a lot.

ARTICLE SIX

The street address of the initial principal business office of the corporation is **3030 Hartley Road, Suite 300, Jacksonville, Florida 32257.** The address of the registered office and the name of the initial Registered Agent are: CLIFFORD B. NEWTON, 10192 San Jose Boulevard, Jacksonville, Florida 32257.

ARTICLE SEVEN

This corporation shall never have less than THREE (3) Directors. The number of Directors constituting the initial Board of Directors of the Corporation is THREE (3) and the names and addresses of the persons who are to serve as the initial Directors until the first election shall be as follows:

1. ERIK H. WILSON
   3030 Hartley Road, Suite 300
   Jacksonville, Florida 32257

2. ROBERT A. CROMARTIE
   3030 Hartley Road, Suite 300
   Jacksonville, Florida 32257

3. ELINORE C. COX
   3030 Hartley Road, Suite 300
   Jacksonville, Florida 32257.

Directors shall serve and be appointed as provided in the By-Laws of the Association.

ARTICLE EIGHT

The names and addresses of the Subscribers to these Articles of Incorporation are listed in Article Seven above.

ARTICLE NINE

The affairs of the Corporation are to be managed by the Officers of the Corporation who shall be appointed by the Board of Directors. The names, addresses and offices of the persons who are initially to serve as officers of the Corporation are as follows:

ERIK H. WILSON - President
3030 Hartley Road, Suite 300
Jacksonville, Florida 32257.

ROBERT A. CROMARTIE - Vice President
3030 Hartley Road, Suite 300
Jacksonville, Florida 32257.

ELINORE C. COX - Secretary
3030 Hartley Road, Suite 300
Jacksonville, Florida 32257.

ARTICLE TEN

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

ARTICLE ELEVEN

The power to alter, amend or repeal the By-Laws or Articles of Incorporation or to adopt new By-Laws shall be vested in the Board of Directors. The By-Laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with the law or with the Articles of Incorporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12 day of October, 2006.

ERIK H. WILSON

ROBERT A. CROMARTIE

ELINORE C. COX

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EXHIBIT "A"
PAGE 5 OF 5

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

FIRST, that THREE OAKS OWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal place of business at 3030 Hartley Road, Suite 300, Jacksonville, Florida 32257, has named CLIFFORD B. NEWTON, located at the registered office of the corporation, to-wit, 10192 San Jose Boulevard, Jacksonville, Florida 32257, as its Agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325 of the Florida Statutes.

REGISTERED AGENT

CLIFFORD B. NEWTON

STATE OF FLORIDA

COUNTY OF DUVAL

Sworn to and subscribed before me this 16th day of October, 2006, by Clifford B. Newton, who is personally known to me.

Notary Public, State of Florida

EVA S. ADAMS
MY COMMISSION # DD 369465
EXPIRES: February 12, 2009
Bonded Thru Notary Public Underwriters

EXHIBIT "B"
PAGE 1 of 9

BYLAWS
OF
THREE OAKS OWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the Bylaws of the Three Oaks Owners Association, Inc., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 19, 2006.

The Association has been organized for the purpose of performing the functions outlined in the covenants, conditions and restrictions as may be recorded, for all phases of Three Oaks, a subdivision located in Duval County, Florida ("the subdivision"), including any amendments thereto (the "covenants"), and specifically for the purpose of the continual maintenance and cleaning of the storm and/or surface water management systems required by the St. Johns River Water Management District or other governmental agencies pursuant to the permits issued and other applicable rules and regulations.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

Initially, the office of the Association shall be at 3030 Hartley Road, Suite 300, Jacksonville, Florida 32257, but may be changed from time to time, and meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in a form authorized by the Board of Directors from time to time.

ARTICLE II

MEMBERS MEETINGS

A. Annual meeting. For so long as there is a Class B member, annual meetings shall not be required but may be held at the discretion of the Class B member.

At the termination of Class B membership, the members shall meet for the purpose of electing directors and transacting business and determining when subsequent annual meetings shall be held.

B. Special Meetings. Special meetings of the members 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 one-third (1/3) of the votes of the entire membership. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. Notices. Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. Quorum. A quorum at members' meetings shall be as provided in the covenants.

E. Voting Rights. The voting rights of the members shall be as specified in the covenants.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned meetings may be rescheduled as provided in the covenants.

H. Written Consent and Joinder. In the event that any action is authorized to be taken by the Members at a meeting, it

shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

I. Proviso. Provided, however, that until the Developer (Class B member) of the subdivision has completed all of the contemplated improvements and closed the sales of all of the lots, or until the Developer elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE III

DIRECTORS

A. Governing Body. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in the subdivision.

B. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class B membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the subdivision. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

C. Number. The Board shall initially consist of three (3) members. After the Class B membership ceases, the Board shall consist of no less than three members who shall be elected by the membership at large at the annual meetings.

D. Term. The Directors appointed by the Class B member shall serve at its pleasure. The term of office of Directors elected by Class A members shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

E. Removal. Any Director elected by the Class A members may be removed from the Board, with or without cause, by a majority vote of the Class A members of the Association. In the event of

death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

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

G. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Class A members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

H. Proviso. The Declarant shall have veto power on any act of the Board of Directors which affects the marketability of any units still owned by the Declarant.

ARTICLE IV

MEETINGS OF DIRECTORS

Directors appointed by Class B member:

A. The Directors meetings shall be scheduled by the Directors at their discretion.

Directors elected by Class A members:

A. Organization Meeting. The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

E. Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.

F. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

I. Presiding Officer. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or Articles of Incorporation, and specifically comply with all requirements of the surface and stormwater management permits;

B. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;

E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;

F. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association, as set forth in the covenants;

G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

H. Open bank accounts on behalf of the Association and designate the signatories required;

I. Enforce by legal means the provisions of the Covenants and these Bylaws, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

L. Contract with any person or entity for the performance of various duties and functions;

M. Supervise all officers, agents and employees of the Association, and to see that their duties are property performed;

N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs;

P. To oversee the common areas, enforce rules and regulations, and such other duties relating to the common areas as may be necessary from time to time.

ARTICLE VI

OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.

B. Election of Officers. Until termination of the Class B membership, officers shall be appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless sooner removed or otherwise disqualified to serve.

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

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date

of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the vacancy.

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

H. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such

funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

The Association may appoint an Architectural Control Committee as provided in the Covenants and such other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

AMENDMENTS

These By-laws may be amended as provided in the Articles of Incorporation or any amendment thereto.