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DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
VILLAGES OF FIRESIDE

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VILLAGES OF FIRESIDE is made by Villages of Fireside Corporation, a Florida corporation, ("Developer" which term shall include its successors and assigns provided, however that any rights of the Developer pursuant hereto shall not pass by virtue of its deed or instrument of conveyance except to the extent specifically provided and set forth therein) as of the 16th day of November, 1988.

BACKGROUND

A. Developer is the owner in fee simple of certain real property described on Exhibit A attached ("Exhibit A Property") and intends to develop portions thereof, once committed to land use hereunder, as part of a multi-phased planned community to be known as "VILLAGES OF FIRESIDE".

B. Developer has established a land use plan for Exhibit A Property and desires hereby to commit that portion thereof described on Exhibit B attached (the "Committed Property") to such plan, all as herein provided. Further, Developer desires by this Declaration to provide for enhancing and protecting the value, attractiveness and desirability of the "Lots" (as such term is hereafter defined) as well as other property lying within the Committed Property. Such land use plan for Committed Property contemplates, amongst other things, (i) subdivisions of single family residential lots (the "Residential Property"), (ii) recreation areas (the "Recreation Area"), (iii) tracts for use for child care, learning center, school and similar purposes (the "Non-residential Property"), which tracts shall be so designated by the Developer in an Addendum (iv) drainage and storm water retention areas ("Drainage Retention Area") which Drainage Retention Areas shall be so designated in an Addendum, (v) "Roads" as shown on a plat of Committed Property and (vi) Conservation Areas (the "Conservation Area") which will be primarily kept in its natural state which Conservation Area shall be so designated in an Addendum.

C. Exhibit A Property less and except the Committed Property is hereafter referred to as the "Uncommitted Property". Developer further desires to (i) provide a method whereby portions of the Uncommitted Property shall become Committed Property and (ii) make provision whereby property other than Exhibit A Property (the "Additional Property") may also become Committed Property.

D. Developer has caused to be formed Association of Villages of Fireside, Inc., (the "Association") which has joined in the execution hereof for the purpose of accepting the delegation and assignment herein made of certain powers and duties as herein provided including, but not limited to, its enforcement hereof and the collection and disbursement of the "Association Expenses" (as such term is hereafter defined).

E. Developer further desires by this Declaration to provide for that certain property more particularly described on Exhibit C attached ("Exhibit C Property") to be entitled to

use the Roads and Recreation Area and for the owner, from time to time, of the Exhibit C Property to also (i) be a member of the Association (ii) be liable for a share of the Association Expenses to the same extent as if such Owner were an Owner of a Lot as hereinafter set forth and (iii) commit and subject Exhibit C Property as well as the property adjoining the same which is more particularly described on Exhibit C-1 attached ("Exhibit C-1 Property") to this Declaration, all as herein set forth, provided, however, the owner of Exhibit C Property and Exhibit C-1 Property joins in the execution hereof. The present owner of Exhibit C Property and Exhibit C-1 Property has joined in the execution hereof for the purpose of agreeing on behalf of such owner, as well as such owner's heirs, legal representatives and assigns, to the terms and provisions hereof insofar as the same pertain to Exhibit C Property and Exhibit C-1 Property and the owner thereof from time to time.

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NOW THEREFORE, for and in consideration of the premises and benefit of itself and all persons claiming by, through or under it, the Developer does hereby (a) establish this Declaration (which term "Declaration" shall include this Declaration and all Addenda hereto which shall be hereafter made pursuant hereto), (b) declare that (i) the Committed Property, (ii) Exhibit C Property, (iii) Exhibit C-1 Property, and (iv) all portions of Exhibit A Property and the Additional Property which hereafter shall become Committed Property shall be owned, held, used, conveyed, sold and occupied in accordance with and subject to this Declaration, (c) declare that all covenants and restrictions hereafter referred to and described shall run with the title and (d) declare and impose the easements hereafter referred to and described which shall be perpetual in duration unless otherwise provided.

Article I Definitions

The following words and phrases when used in this Declaration shall have the following meanings:

1. "Villages of Fireside", means the multi-phased community planned for development on portions of Exhibit A Property as well as all Additional Property and includes Exhibit C Property and the Committed Property as well as such portions of the Uncommitted Property which are subsequently committed to land use under this Declaration by the recording of an Addendum.

2. "Committed Property", as heretofore defined, means (i) that portion of Exhibit A Property described in Exhibit B attached, (ii) those portions of Exhibit A Property, if any, which may, from time to time, hereafter be committed by the recording of an Addendum and (iii) all Additional Property which may, from time to time, hereafter be committed by the recording of an Addendum.

3. "Uncommitted Property", as heretofore defined, means those portions of Exhibit A Property other than those (i) described in Exhibit B attached and (ii) made Committed Property in any Addendum pursuant hereto.

4. "Plat" means a plat filed for record in Clay County, Florida whereby a portion of Exhibit A Property or Additional Property which is or shall hereafter become Committed Property is subdivided into Lots or Tracts.

5. "Addendum" means an instrument further described in Article II by which certain portions of the Uncommitted Property or property which shall be so made Additional Property shall be made subject to the provisions of this Declaration.

6. "Lot" means, except as herein otherwise provided, a single family residential lot as shown on a Plat.

7. A. "Owner" means the owner or owners of the fee simple title to a Lot and includes the Developer during such times as Developer is the Owner of any Lot but excludes those having such interest merely as security for the performance of an obligation, in which event Owner shall mean and refer to the "Contract Purchaser."

B. "Non-residential Titleholder" means the owner or owners of the fee simple title to any portion of Non-residential Property and includes the Developer during such times as Developer is the owner of the fee simple title to any portion of Non-residential Property but excludes those holding such interest merely as security for the performance of an obligation, in which event Non-residential Titleholder shall mean and refer to the "Contract Purchaser."

8. "Residence" means a residential dwelling unit constructed, erected or located upon a Lot or Exhibit C Property which is designed and intended for use and occupancy as a residence by a single family.

9. "Recreation Areas" means collectively the portions of Exhibit A Property which are (i) exhibited on a Plat as a Recreation Area, (ii) identified herein as Recreation Area or (iii) identified as a Recreation Area in an Addendum.

10. "Drainage Retention Area" means collectively the portions of Exhibit A Property which are (i) exhibited on a Plat as a "Lake" or "Drainage Retention Area," (ii) identified herein as a Drainage Retention Area or (iii) identified in an Addendum as a Drainage Retention Area.

11. "Association" means Association of Villages of Fireside, Inc., a Florida not-for-profit corporation.

12. "Articles" means the Articles of Incorporation of the Association, copy of which is attached as Exhibit D, as the same may hereafter be amended from time to time.

13. "By-Laws" means the By-Laws of the Association, copy of which is attached as Exhibit E, as the same may be amended from time to time.

14. "Board" means the Board of Directors of the Association.

15. "Villages of Fireside Documents" means this Declaration, the Articles, and By-Laws, together with all recorded amendments thereto, and all recorded Addenda as well as Rules and Regulations promulgated pursuant thereto.

16. "Association Expenses" means the expenses for which Owners and their Lots, each Non-residential Titleholder and the owner of Exhibit C Property are liable to the Association as described and provided in the Villages of Fireside Documents.

17. "Annual Assessment" means the annual assessment assessed by the Association upon a Lot and its Owner, as well as Non-residential Property and the Non-residential Titleholder thereof and Exhibit C Property and the owner thereof in order for the Association to be able to pay the Association Expenses contemplated by the Budget or as otherwise herein provided.

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18. "Budget" means the annual budget for the Association as prepared and adopted by the Board and showing all income and expenditures as anticipated for a forthcoming fiscal year of the Association.

19. "Special Assessments" means any assessment other than a Annual Assessment assessed by the Association upon a Lot and its Owner, Non-residential Property and its Non-residential Titleholder and Exhibit C Property and the owner thereof.

20. "Common Areas" means those portions of Committed Property which are Recreation Area, Roads, Drainage Retention Area or Conservation Areas, and Drainage and Utility Easements (but excluding any Drainage and Utility Easements constituting part of a Lot). The Association shall have the right to own and maintain the water and sewer lines as well as lift stations and similar Facilities (collectively the "Facilities") in the Common Areas and in such event, during the time the same shall be so owned by the Association, the same shall be considered part of the Common Areas. The Association shall have the right to grant easements to utilities on, over, under and across any Common Area which is owned by The Association. The Association shall also have the right to convey any of its Facilities to any utility company providing such service.

21. "Roads" means the rights-of-way as shown on a Plat. It is now intended that the Roads shall be private and shall not be dedicated to the public; however, The Association shall have the right to dedicate the Roads or any portion thereof to the County at any time that it has title thereto for right-of-way purposes. The initial Roads are Fireside Drive, Chimney Drive, Bellows Court, Embers Court, Twilight Court and Glitter Court, as shown on the Plat of Villages of Fireside.

22. "Conservation Area" means the areas identified as Conservation Area or Nature's Preserve in an Addendum.

23. A. "Residential Property" means collectively the Lots and Exhibit C Property and the improvements constructed, erected, located and maintained thereon.

B. "Non-residential Property" means collectively that portion of Exhibit A Property or Additional Property identified as Non-residential Property in an Addendum, and the improvements constructed, erected, located and maintained thereon.

C. "Additional Property" means collectively the portions of properties, consisting of other than Exhibit A Property, which shall be identified as Additional Property in an Addendum and the improvements constructed, erected, located and maintained thereon.

24. "Institutional Mortgagee" means (a) any lending or financial institution or entity having a first mortgage lien upon a Lot, a portion of Non-residential Property, Exhibit C Property or a portion of Additional Property and including, without limiting the generality of the foregoing, a bank, savings bank, savings and loan association, life insurance company, real estate investment trust, mortgage banking or lending corporation, association or trust, any federal agency, corporation or association or any affiliate, subsidiary, successor or assigns of any of the foregoing, and further including, without limiting the generality of the foregoing, FHA, VA, FNMA and GNMA, (b) any and all investing or lending institutions or the successors and assigns of such lender which has loaned money to Developer to construct improvements on the Committed Property or (c) Developer if and so long as Developer

holds a mortgage on a Lot, a portion of Non-residential Property or a portion of Additional Property.

25. "County" means the County of Clay of the State of Florida.

26. "Guard House" means the guard house that may be located in the right-of-way of the Road identified as Fireside Drive on the Plat of Villages of Fireside.

27. "Drainage and Utility Easement" means the easements as shown in a Plat as "Drainage Easements", or "Drainage and Utility Easements". The land covered by the Drainage and Utility Easements which do not constitute part of a Lot are intended to be initially owned by The Association; however, the Association shall have the right to dedicate such land or any portion thereof for drainage and utility purposes to the County at any time that it has title thereto.

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Article II. Plan for Development of Villages of Fireside.

A. Committed and Uncommitted Property

1. Developer is the owner of Exhibit A Property and intends to develop or cause to be developed thereon or upon portions thereof a multi-phased community to be known as Villages of Fireside for residential usage, as well as for uses as provided herein for the Non-residential Property, all in accordance with the applicable zoning regulations of the County.

2. Notwithstanding anything herein otherwise provided Developer reserves the right not to incorporate all or any part of the Uncommitted Property as part of Villages of Fireside.

3. The Developer may from time to time determine to commit (i) all or any part of the Uncommitted Property to the land use provisions and other benefits and covenants contained in this Declaration and (ii) Additional Property to the benefits and covenants contained in this Declaration. This determination to commit a portion of the Uncommitted Property or Additional Property to this Declaration shall be made in the sole discretion of the Developer and shall be made by the Developer recording amongst the public records of the County an Addendum (the "Addendum") to which shall be attached a legal description of the portion of the Uncommitted Property or Additional Property, as the case may be, then being committed to this Declaration (the "Addendum Property"). The Association shall, upon demand of Developer, join and consent to the Addendum. The Addendum: (a) shall contain the legal description for the Addendum Property; (b) shall declare such to be Residential Property, Recreation Area, Non-residential Property, Conservation Area, Roads or Drainage Retention Area, or provide that a portion thereof will be identified on a Plat to be recorded as Roads, Conservation Area, Drainage Retention Area, Residential Property, Recreation Area or Non-residential Property, as the case may be; and (c) may set forth any additional covenants, restrictions, easements and provisions to those in this Declaration. Upon the recording of the Addendum, the Addendum Property shall thereupon be Committed Property as fully as though originally designated herein as Committed Property. Should the Developer determine at any time that all or any part of the Uncommitted Property shall not become part of the Committed Property, the Developer shall execute a statement (the "Statement") to that effect containing a legal description of such property. Upon the recording of such Statement amongst the public records of the County, the

property described therein shall no longer be a part of the Uncommitted Property and may be developed and/or used by Developer for any purposes consistent with the applicable zoning regulations. Should the Developer determine at any time that no property (but excepting property which has already been made Committed Property) shall thereafter become Committed Property then Developer may execute a Statement to such effect and, upon the recording of such Statement amongst the public records of the County, no further property may thereafter become Committed Property.

4. The maximum total number of single-family residential dwelling units which may be constructed on Exhibit A Property is 500 (the "Maximum Number").

B. Committed Property; Uses; Property Rights

The Committed Property contains Residential Property and Roads, as more particularly described herein and/or exhibited on Plat, will hereafter contain Recreation Area and Non-residential Property, and may hereafter contain Drainage Retention Area(s) and Conservation Area(s).

1. Every Owner of a Lot as well as the owner of Exhibit C Property shall have and is hereby granted a non-exclusive right and easement of enjoyment in and to the Recreation Area and the Conservation Area (the "Recreation and Conservation Use Easement"), which shall be appurtenant to and shall pass with the title to such Lot and the Exhibit C Property, subject, however, to the following rights to the Association and to the Developer and subject, also, to the other provisions hereof:

a. The right of the Association through its Board to adopt reasonable rules and regulations (the "Rules and Regulations" or the "Rules") for the use of the Recreation Area, as well as all other portions of the Common Area. Such right shall include, but shall not be limited to, (i) the right to establish uniform charges for use, services, food and drink served or dispensed within the Recreation Area, and (ii) the right to establish reservation for the usage of the Recreation Area and its facility from time to time on a non-discriminatory basis.

b. The right to suspend the right of use of recreational facilities within the Recreation Area and the Conservation Area for a period not exceeding one month for any infraction of the published Rules and Regulations of the Association concerning the use of the Recreation Area and the Conservation Area.

c. The right to suspend the right of use of recreational facilities within the Recreation Area when the Owner shall be delinquent in payment of Association Expenses.

d. Subject to such limitations as may be imposed herein or by the By-Laws, each Owner, as well as the owner of the Exhibit C Property, may delegate his right of enjoyment in and to the Recreation Area and the Conservation Area to the occupants of his Lot or of Exhibit C Property, as the case may be, and to the guests of such occupants.

2. Each Owner of a Lot as well as (i) the Owner of the Exhibit C Property, (ii) each Non-residential Titleholder and (iii) the Association and those permitted from time to time by the Association shall have and are hereby granted a non-exclusive right and easement of ingress and egress, on, over and across the paved portion of all Roads (the

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"Road Easement") which shall be appurtenant to and shall pass with title to such Lot, Exhibit C Property and the Non-residential Property subject to the right of the Association to establish and maintain a guard house or other type of method (such as a gate or barrier which will be controlled by card, code, or other electronic measure) for limiting and controlling ingress and egress in and to the Villages of Fireside as herein provided. The Road Easement shall also be for the use and benefit of (i) the occupants of each Lot, Exhibit C Property and the Non-residential Property as well as their guests and invitees and (ii) all law-enforcement, fire, postal, expedited delivery services, utility company, government employees, and other similar personnel requiring access to Villages of Fireside. Provided that the Owner of Exhibit C Property is the same as the Owner of Exhibit C-1 Property, then the Exhibit C-1 Property shall have the same right to use the Road Easement as Exhibit C Property. Notwithstanding anything herein otherwise provided, in no event may the Road Easement be used or permitted to be used by Exhibit C Property to gain access to any property which is not Committed Property other than Exhibit C-1 Property. If a guard is identified or control device is adapted, then the Association shall have the right to adopt rules and regulations concerning the same. Further, the Association shall have the right to establish and enforce, through rules and regulations adopted by the Association, traffic controls and speed regulations so as to promote safe use of its Roads. Notwithstanding the foregoing the Road Easement shall terminate as to all Roads dedicated to the County effective as of time of dedication and acceptance thereof.

3. There is hereby imposed a non-access easement between Lots 49, 50, 51 and 56 of Villages of Fireside, Unit 1 Subdivision and Fireside Drive and, accordingly, all pedestrian ingress and egress between each of such Lots and Fireside Drive is prohibited.

4. The expenses of operating, administering, maintaining and repairing the Common Areas including, but not limited to (i) Roads and (ii) the establishment and maintenance of the recreational facilities and programs in the Recreation Area (and irrespective of whether the same shall be utilized by one owning property in Villages of Fireside or the owner of Exhibit C Property), shall be included by the Association as part of the Association Expenses in the Budget and computed as part of the determination by the Association in determining Association Expenses to be assessed by the Association against the Owners of the Lots, the owner of Exhibit C Property and each Non-residential Titleholder as hereafter provided.

C. Responsibilities of the Association

The Developer has delegated to the Association the responsibility and duties of (a) owning, operating, administering, improving, maintaining and repairing the Recreation Areas, (b) owning, improving and maintaining the Drainage Retention Area as a drainage and storm water retention area for the use and benefit of the Common Area, the Residential Property, the Non-residential Property and other portions of the Committed Property, (c) owning, improving, maintaining and repairing the Roads, (d) owning, improving, maintaining and repairing the Guard House and, in the determination of the Association, from time to time, providing personnel and/or equipment to regulate access from the public road into Villages of Fireside, (e) owning and maintaining the facilities until such time as they are conveyed to utility company providing water and sewer service to the Lots, and (f) assessing and collecting the Association Expenses. Further, (1)

each Owner of a Lot shall automatically be a member of the Association (Class A except for the Developer as herein provided) and as such shall be entitled to the rights and privileges of such membership as provided in the Villages of Fireside Documents and be responsible for the duties of such membership, including the duty to pay Association Expenses and to comply with the Villages of Fireside Documents, (2) each Non-residential Titleholder shall automatically be a Class A member of the Association and, as such, shall be entitled to the rights and privileges of such membership as provided in the Villages of Fireside Documents and (3) the owner of Exhibit C Property shall automatically be a Class A member of the Association and, as such, shall be entitled to the rights and privileges of such membership as provided in the Villages of Fireside Documents.

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Article III. Land Use Covenants, Restrictions and Easements; conveyance of Common Areas.

A. Land Use Covenants and Restrictions

Developer does hereby declare that the Committed Property (but excluding the Non-residential Property unless otherwise specifically provided) shall be used, transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

1. Residential Property: Each portion of the Committed Property which is shown on a Plat as a Lot shall be for residential use only except that the Developer, in its discretion, can (i) cause a Lot or portion thereof to be dedicated or used for right-of-way purposes and (ii) utilize a Lot or portion thereof in and about its sales programs, as the same are adopted by the Developer from time to time. Residential use means that only a residence which is designed and intended for use and occupancy as a residence by a single family and improvements associated with residential purposes such as drives, driveways, parking spaces, lawn areas and the like may be constructed, erected or located on a Lot. Each residence, changes thereto and alterations thereof as well as all other improvements located on a Lot shall be subject to approval of the "Architectural Control Committee" as hereinafter described. No commercial or business building may be erected on a Lot and no business or commercial occupations may be conducted on any Lot except for the sales and marketing program of the Lots and improvements thereon by the Developer and for the construction, development and sale or rental of the Residential Property or portions thereof and except for direct accessory services to the Residential Property such as utilities, maintenance, and other like services and except as herein otherwise provided. Further, Residential Property may be subject to reasonable Rules and Regulations promulgated by the Association for the safety, welfare or benefit of the Residential Property or the other portions of Villages of Fireside.

2. Common Areas: The Common Areas shall be used and conveyed solely in accordance with the provisions hereof and with the following covenants, terms, provisions and conditions:

(a) Recreation Area.

The Recreation Area shall be used, kept and maintained in substantially the same appearance as established by the Developer, except if otherwise determined by the Association when there is no Class B member.

The Recreation Area shall be used for recreational facilities and amenities for the benefit of the residents of Lots, the Exhibit C Property and their respective guests as herein provided. The Recreation Area may also be used by the Developer and, in the discretion of the Developer, prospective purchasers from Developer. Notwithstanding anything herein otherwise provided, right is reserved in the Association to lease and rent from time to time portions of the Recreation Area and the improvements thereto on terms and conditions established by the Association.

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(b) Remaining Portion of the Recreation Area.

All remaining portions of the Recreation Areas not committed to specific improvements as described in this Declaration or developed by the Developer or the Association (the "Remaining Areas") shall be kept and maintained for use as recreational, bike path, walkway, social, beautification or other similar uses, but the Remaining Areas are restricted against residential, commercial or industrial use of any kind except as herein permitted. Such areas may be left in a natural or semi-natural state or landscaped and grassed or improved by the Developer in any manner Developer determines beneficial for Villages of Fireside and consistent with its plan for development. The Association may from time to time change or modify the use of a portion of the Remaining Areas.

(c) Drainage Retention Area.

The Drainage Retention Area shall be used, kept and maintained for drainage and storm water retention areas for the use and benefit of the Committed Property, including Common Area, the Residential Property and the Non-residential Property and as herein provided.

(d) All Lakes as shown on each Plat shall be owned by the Association and maintained, improved, operated and used only for beautification and retention of water purposes, and each of the following is a prohibited use of such Lake Areas: fishing; utilization of objects designed for use on or below water such as boats, canoes, floats and tubes; bathing and swimming. Further, no Owner or Non-residential Titleholder shall or shall permit anyone claiming by, through or under such Owner or Non-residential Titleholder to pollute such Lakes or dump garbage, refuse, or foreign objects therein or pump or remove water therefrom. Each of such Lakes shall be maintained by the Association, in accordance with all laws, ordinances and regulations and including, without limiting the generality of the foregoing, all regulations and requirements of St. Johns River Water Management District and Department of Environmental Regulations.

(e) Conservation Area. The Conservation Area shall be used and kept in its natural state except, to the extent permitted by law, walkways may be located thereon by the Developer or the Association permitting only pedestrian access to the river.

2.1 Administration of Common Areas by Association: The Association shall administer, manage, operate and maintain the Common Areas.

In conformity with the purposes set forth in this Article III, the Association, by its Board, may promulgate rules and regulations and may thereafter modify, alter, amend,

rescind, and augment any of the same, all of which are collectively referred to herein as the "Rules and Regulations" or the "Rules", as to the use, operation, and enjoyment of the Common Area, including the Recreation Area, the Roads and the improvements located thereupon as well as the Conservation Area.

2.2 Developer's Right of Use: In recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of Villages of Fireside, the Developer hereby reserves for itself, and the Association acknowledges that the Developer shall have the right to the use of the all the Common Area including the Recreation Area and the improvements thereon in conjunction with and as a part of its program of constructing, developing and selling of Lots and Non-residential Property in Villages of Fireside without any cost to Developer for such rights and privileges, except as herein specifically otherwise provided and set forth. This right shall include the right of Developer (including, but not limited to its employees and agents) to reasonable use of the Common Area from time to time for sales and/or administrative offices including, without limiting the generality of the foregoing the right to (i) maintain "for sale" signs and billboards for the use and benefit of the Developer in and about the Common Area and the right to utilize, at the discretion of the Developer, portions of the improvements on the Recreation Area, as determined by the Developer for marketing purposes in and about the development of Villages of Fireside, sale of Lots and sale of portions of Non-residential Property. For purposes of this subparagraph 2.2, the term "Developer" may also include any Lender or Mortgagee of the Developer or the successors or assigns of any of the foregoing in and to the extent that the rights of The Developer hereunder shall be so assigned. These rights and privileges, which shall in no way limit Developer's rights and privileges under the Villages of Fireside Documents, shall terminate upon the "Transfer Date" (hereinafter defined) or such earlier date upon which Developer shall notify the Association of its voluntary written election to relinquish the rights and privileges of use provided, however, the Developer may not relinquish any rights or privilege then subject to the provision of any lien, mortgage, security agreement, assignment or similar instrument securing a loan by an Institutional Mortgagee to the Developer.

2.3 Non-Severable Interests of Owners: The ownership by an Owner or membership by an Owner, a Non-residential Titleholder in the Association and any other rights, interests and appurtenances under the Villages of Fireside Documents (hereinafter collectively referred to as the "Interests") shall not be severable, and any conveyance, demise, pledge or other transfer or encumbrance (i) of a Lot by an Owner, or (ii) by a Non-residential Titleholder of his interest in the Non-residential Property shall also include all of his right, title and interest in and to his respective Interests.

B. Restrictions on Use of the Committed Property but excluding the Non-residential Property.

Developer does hereby declare that the Committed Property (but excluding the Non-residential Property) shall be used, transferred, demised, sold, conveyed and occupied subject to the following terms of this Declaration:

1. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors on his Lot and no Owner shall commit or permit any nuisances or immoral or illegal activities on any of the Common Area.

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2. Animals and Pets: No animals, livestock or poultry shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided that (i) they are not kept, bred or maintained for commercial purpose, (ii) they do not cause an unreasonable nuisance or annoyance to other Owners, (iii) they are not permitted to run free outside a Residence but, rather, are kept on a leash at all times when outside a Residence and (iv) there shall not be more than an aggregate of two such pets kept on any Lot at any given time. Determination of the foregoing shall be made by The Board of the Association. Pet runs, dog houses or similar pet houses shall not be permitted.

3. Clotheslines: Outdoor clotheslines and outdoor clothes drying activities are prohibited on the Committed Property except within an area in the rear yard of a Lot and only when such area shall be screened with landscaping so as to bar viewing of such drying activities from all public roads. No permanent type of outdoor clotheslines may be maintained on a Lot; rather, only a reel type clothesline may be used and the line shall be rewound on the reel when the same is not being actually used; further, in no event shall such clothesline remain extended after the clothes thereon have been dried.

4. Changes in Grade: No change in the grade or level of the land of any Committed Property shall be made which results in any permanent change in the direction of flow and drainage of surface water which the Developer or Board determines to be detrimental to the drainage of Villages of Fireside or to property values or safety of any real property or improvements in Villages of Fireside.

5. Satellite Dishes, Antenna and Aerials: No satellite dishes, antennas, aerials, or any other similar electronic equipment or device of any kind shall be installed or maintained on the Residential Property which shall be capable of being viewed from a Road; and in particular, no satellite dish, antenna or aerial or any other similar electronic equipment or device shall be installed or maintained outside of the interior of any Residence or outside of the interior of any other structure located on the Residential Property.

6. Litter: No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Lots or Common Area except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board (the "Containers"). Such Containers located on Residential Property shall be kept at the rear of and adjacent to the Residence located on a Lot or within such Residence except that containers can be placed at the front of a Lot for pick-up at the times and in accordance with the requirements of the franchised garbage removal service or appropriate governmental agency providing such service, as the case may be, for the Residential Property, but such containers shall be returned to the above-designated areas promptly after such pick-up.

7. Sub-Division and Partition: Each Lot shall be used as a residence for a single family and for no other purpose. No Lot shall be sub-divided without the prior written consent of the Developer or the Association.

8. Fences: Hedges, 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 no closer to the front of

the Lot than the front line of the main residence; nor closer than 25 feet 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 5 feet from the normal surface of the ground. Further, and notwithstanding the foregoing, no fence may be located on Lots 49, 50, 51 and 56 of Villages of Fireside, Unit 1 Subdivision, without the prior written consent of the Architectural Control Committee, which consent can be arbitrarily withheld.

9. Improvements to Residences and Lots; Architectural Control Committee: The Association shall establish and maintain a standing committee selected by the Board to be known as the "Architectural Control Committee" (the "Committee") to exercise the powers and to undertake the duties and responsibilities specified in this subparagraph. The Committee may be composed of not less than 3 nor more than 5 persons. Except for those Residences and improvements constructed, erected or located by Developer, the Committee shall have the responsibility and power to approve or disapprove all building plans and specifications (which shall also include landscaping plans) for residential structures and appurtenances to be constructed upon the Lots including any additions or alterations to the exterior thereof and including all landscaping prior to such construction, erection or location to determine whether such plans and specifications are structurally sound and of suitable materials and workmanship as well as consistent with the natural surroundings, the neighborhood as well as other structures and designs within Villages of Fireside. The Committee may also consider other factors, including aesthetic considerations, which in the sole opinion of The Committee will affect the desirability of the exterior construction and landscaping. Each such structure and any additions or alterations thereto shall be constructed only in accordance with the plans and specifications or design so approved by the Committee; a copy of which shall be kept on file with the Association. The Committee is hereby granted the authority to approve or to disapprove building plans and specifications except for those constructed, erected or located by the Developer. In the event plans and specifications or design have been submitted for approval by the Committee as provided herein, and in the further event that the Committee fails to act upon the request for approval within thirty days after receipt of the same, then approval shall be deemed granted. The Committee is also authorized to review and to give its approval of all exterior colors prior to the painting, staining or any other change of color to the exterior of Residences and the Committee is further authorized to review and give its approval of the design, height and location of all other exterior improvements of every kind and nature located on each Lot prior to the installation, modification or alteration thereof. It is understood that all changes to the exterior, including subsequent changes to any color must be approved by The Committee. Until the Transfer Date, the Developer shall be entitled to select and designate members of the Committee.

10. Roofs: There shall be no flat roof on any part of a building unless the Association determines that such a flat roof is part of an overall acceptable modern or contemporary design. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be architectural composition shingles of no less than 320 pounds per 100 square foot. The roof pitch on pitched roofs shall not be less than 6:12 unless otherwise approved by the Association.

11. Trees: All trees, other than pine trees, which are greater than 20 feet in height and have an 8" or greater DBH may not be cut or removed without the approval of the Architectural Control Committee. The Committee shall be requested in writing by the Owner of the Lot for permission to remove any tree greater than 20 feet in height and which has an 8" or greater DBH. The Committee shall respond within seven days after receipt of request. During construction of a dwelling, all trees having a 6" DBH or greater, on the building site, shall be protected by sound tree protective measures.

12. Size of Residences: Each one-story dwelling shall contain a minimum of 1800 square feet of ground floor area, exclusive of garages, porches and screened-in areas. Each dwelling of more than one story shall contain a minimum of 1000 square feet of ground floor area, exclusive of garages, porches, and screened-in areas and shall contain an aggregate minimum of 2000 square feet of floor area, exclusive of garages, porches, and screened-in areas. Notwithstanding the foregoing provisions, this subparagraph 12, The Committee shall have the right to reduce as to any particular residence any of the above stipulated number of square feet by 10%.

13. Residence set-back requirements and residence restrictions: Residences shall be set back a minimum of 30 feet from the front lot lines and a minimum of 10 feet from side lot lines. If any one residence is erected on more than one lot or on a building lot composed of parts of more than one lot, then the side lot restrictions shall apply only to the extreme side lot line of such confirmed building site occupied by such residence. On corner lots, the side street set back shall be a minimum of 25 feet.

14. Casualty Destruction to Improvements: In the event a Residence or other improvements upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident the Owner thereof shall either commence to rebuild or repair the damaged Residence or improvement upon compliance with the determinations of the Committee or (upon a determination by the Owner thereof that the improvements will not be repaired or replaced which shall be made within 3 months following such damage or destruction) promptly clear damaged improvements and grass over and landscape the Lot in a sightly manner.

15. Parking: No boats, commercial vehicles, recreational vehicles or trailers of any kind shall park or be parked at any time on a Lot or in a Road, unless (i) it is entirely within an enclosed garage, or (ii) it is a commercial vehicle in the process of being loaded or unloaded. No maintenance, repair or storage of any boat or vehicle shall be permitted on any Lot or Road except for emergency repairs to a vehicle or for repairs within an enclosed garage and so long as the garage door is kept closed. No vehicles may be parked except in a paved area designed for such purpose or within a garage or carport. No vehicle which is not currently licensed shall be permitted on any Lot. For the purpose hereof a commercial vehicle shall be any truck which because of its size, weight, or sign affixed thereto, painted or exhibited thereon shall be so designated, from time to time, by the Association provided, however, any truck larger than one-half ton shall be deemed a commercial vehicle.

16. Maintenance of Exterior and Yard: The exterior of each Residence shall at all times be maintained and kept so that all exposed wood presents a freshly painted or stained, "like new" appearance. Each Owner shall keep his Lot

free of tall grass, dead trees, dead tree limbs, weeds, trash and rubbish, and shall keep his Lot at all times in a neat and attractive condition and shall maintain all lawn and landscape area in sightly manner and condition. If an Owner fails to maintain the exterior of his residence and his yard as above provided in this paragraph the Association, after written notice to Owner and approval by a majority of the Directors of the Association shall have the right to enter upon such Lot to correct, repair, restore, paint, mow and trim and maintain any such residence and Lots. All costs related to such correction, repair, work or restoration shall become a special assessment against such Lot.

17. Mail Boxes: There shall be no mail boxes or newspaper boxes or similar receptacles unless approval therefor is given by The Association as to the initial or continued location, size and design of such boxes or receptacles.

18. Garages: Each residence must have an attached garage for at least two automobiles. Except for corner lots, no garages may face a street. No car ports shall be permitted.

19. Basketball Backboards: No basketball backboards of similar type devises may be attached in any way to any building or structure permitted on any Lot.

20. Window Air Conditioner: No window air conditioner unit shall be installed in any building without the prior written consent of The Association.

21. Sidewalks: No residence may be occupied unless and until there shall be constructed a sidewalk three feet in width, within the right-of-way of the Road(s), immediately adjacent to the Lot(s) on which such residence is located.

22. Association Approval: Except as otherwise provided neither the Board nor the Committee shall be deemed to have approved any request unless such approval is granted in writing and signed by an officer of the Association.

23. No Implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other Villages of Fireside Documents (including the Rules and Regulations) now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Villages of Fireside Documents. The owner of Exhibit C Property, by joining in the execution of this Declaration does hereby impose and subject Exhibit C Property to the provisions of this Section B to the same extent as if all of Exhibit C Property was one Lot and that it was located within the Committed Property.

C. Restrictions on the use of Exhibit C Property: Developer does hereby declare that Exhibit C Property shall be used, transferred, demised, sold, conveyed and occupied, subject to:

1. The same terms and provisions as set forth in Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18 and 20 of this Article III, Paragraph B, except that "owner of Exhibit C Property" shall be substituted for the term "Owner," and wherever the term "Lot" appears the same shall be substituted by the legal description of Exhibit C Property.

2. Only one single family residence may be erected on Exhibit C Property, which residence shall contain a minimum of 2,500 square feet of heated and air-conditioned living area.

3. Construction of single-family residence on Exhibit C Property shall be begun by the owner thereof within six months following date hereof and completed within eighteen months following date hereof.

D. No residence may be erected or maintained on Exhibit C-1 Property

E. Disputes as to Use

In the event there is any dispute as to whether the use of the Residential Property or the Common Area is subject to the provisions hereof or complies with the covenants and restrictions contained in this Declaration (including any Addendum hereto) such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer of the Residential Property or the Common Area or any parts thereof in accordance herewith shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

F. Conveyance of Common Areas

1. Conveyance to Association: The following shall pertain to the conveyance of the Common Areas by the Developer to the Association:

(a) Developer agrees to and shall convey fee simple title to the Common Areas to the Association no later than the Transfer Date subject to this Declaration, covenants, restrictions and easements of record, and taxes accruing subsequent to the year immediately prior to the year in which such conveyance shall take place.

(b) The "Transfer Date" shall be the earlier of the following dates:

(i) Ten years subsequent to the date of execution of this Declaration;

(ii) One month after the date on which Developer shall have sold and conveyed all of the Lots constituting a part of Villages of Fireside (but excluding all sales to a Successor Developer) as well as all of the planned Lots which could be located with Villages of Fireside and there is no portion of Exhibit A Property eligible to be declared to be Committed Property; or

(iii) A date hereafter designated by the Developer in an instrument recorded in the County.

Notwithstanding the foregoing, the Developer may convey the Common Area or any portion thereof to the Association at any time without the same being deemed to bring about or occasion the Transfer Date.

(c) In the event land areas are committed by Developer as Common Areas after the Transfer Date, Developer shall convey such property to the Association contemporaneously with the filing of the Addendum pertaining to such property.

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2. Once title to the Common Areas, or any portions thereof, are vested in the Association, such Common Areas and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, except for conveyances or dedications to the County, conveyance of easements to utilities, or after first obtaining the written approval of two-thirds of all owner and Institutional Mortgagees holding mortgage liens upon the then existing Lots on Committed Property.

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Article IV. Obligation to Expend Association Expenses and Pay Association Expenses.

In order to fulfill the terms, provisions, covenants and conditions contained in this Declaration and in order to maintain and operate the Common Areas and the plant, improvements, and facilities now or hereafter made the subject of these Protective Covenants for the recreation, use, safety, welfare and benefit of the Owners, their families, guests, invitees, lessees and to fulfill the terms, provisions, covenants and conditions covering the Exhibit C Property and the Non-residential Property and to otherwise enable the Association to comply with the terms and provisions hereof as well as obligations herein imposed there is hereby imposed upon each Lot and the improvements thereupon, the Exhibit C Property and the improvements thereon and all portions of Non-residential Property and the improvements thereon and the respective owners of such property, including the Owners, the owner of Exhibit C Property and the Non-residential Titleholder, the affirmative covenant and obligation to pay Association Expenses to the Association as herein provided. There is also imposed upon the Association the affirmative covenant and obligation to assess and collect and expend the Association Expenses.

A. Association Expenses

Association Expenses include (i) the Common Area Expenses and all other expenses declared to be "Association Expenses" in any Villages of Fireside Document, (ii) all costs of the Association to pay the Expenses of maintaining the Roads, (iii) all cost of operating and maintaining the Common Area including the Drainage Retention Area (which shall be maintained for not only the benefit of the Common Area and the Residential Property but also for the Non-residential Property), (iv) all cost in operating the recreational facilities on the Recreation Area and as well as all other such facilities and personnel requisite to operate, program, conduct and maintain the same, all costs in and about providing such security, alarm and guard service, including guard service within the Guard House as may be determined from time to time in the sole and arbitrary determination and discretion of the Association, it being understood that the Association shall not be required to provide any or all of such services as described in this subsentence and that neither The Developer nor The Association shall have any liability if such services or security shall not be provided, (v) all costs and expenses in owning and maintaining the facilities, (vi) all costs and expenses of administering, owning, and in general operating the Common Areas and (vii) including, without limitation, the following:

1. Taxes: Any and all taxes levied or assessed at any and all times upon the Common Area by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges

and assessments, and in general all taxes and tax liens which may be assessed against the Common Areas and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes.

2. Utility Expenses: All expenses levied for utilities providing services for the Common Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge. Notwithstanding; it is understood that The Association shall not be required to pay for electricity for street lights, so long as the cost for the same shall be billed directly to The Owner(s) of Exhibit C Property and Non-residential Titleholders, who are then being served by the utility company supplying electrical service.

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3. Insurance: The premiums on the policy or policies of insurance which the Association in its sole discretion determines to obtain, provided, however, the coverage of such insurance shall include the following:

(a) Property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of the improvements on the Common Area, such insurance to afford protection against at least the following:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, vandalism, malicious mischief, windstorm, and water damage; and

(ii) such other risks as shall customarily be covered with respect to areas similar to the Common Areas in developments similar to Villages of Fireside in construction, location and use.

(b) A comprehensive policy of public liability insurance covering all of the Common Areas and improvements located thereupon, and insuring the Association (and until the Transfer Date the Developer), with limits of not less than \$1,000,000 covering all claims for personal injury owing from a single occurrence and/not less than \$50,000.00 covering all claims for property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to areas similar to the Common Areas in developments similar to Villages of Fireside in construction, location and use.

(c) Fidelity coverage to protect against dishonest acts on the part of officers, the Board, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(i) Such bonds shall name the Association as an obligee;

(ii) Such bonds shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Association;

(iii) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and

(iv) Such bonds shall provide that they may not be cancelled, including cancellation for non-payment of premium, or substantially modified without at least 20 days prior written notice to any Institutional Mortgagee giving notice as prescribed hereunder.

(d) Such other forms of insurances and in such coverages as the Association shall determine to be required or beneficial for the protection of the Association or the Common Areas or in the best interests of Villages of Fireside.

4. Reconstruction of Buildings or Improvements: Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Common Areas damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct such damage shall be a Association Expense, and, if necessary to pay the same, the Association will levy a special assessment against the Lots, Exhibit C Property and the Non-residential Property for the funds necessary to pay such Association Expense within ninety (90) days from the date such damage was incurred. The Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the State of Florida, any such funds collected by special assessment and all insurance proceeds collected by the Association so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damage improvements, and the Association shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as reasonably possible.

Should the insurance proceeds be sufficient to repair, replace, or reconstruct the damage and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Association for the use of the Association unless at least an aggregate of seventy-five (75%) percent of the Owners of Lots, the Owner of Exhibit C Property and the Non-residential Titleholders shall have voted in favor of a distribution of such proceeds. Notwithstanding the foregoing, no such distribution shall be made unless at least an aggregate seventy-five (75%) percent of the Institutional Mortgagees holding mortgages of record with respect to the Lots, Exhibit C Property, and the Non-residential Property have given written consent to the distribution of the insurance proceeds. After the requisite vote of the Owners of the Lots and the required approval of the Institutional Mortgagees are received, the excess shall be distributed (in proportion to the contribution thereof) to the Owners of Lots, the Owners of Exhibit C Property, and Non-Residential Titleholders owning Non-residential Property and the respective Institutional Mortgagees, as their respective interests may appear.

In the event that repairs and replacements were paid for by any special assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement, or reconstruction there shall remain any excess in the Treasury of the Association, then it shall be presumed that the monies disbursed in payment of any repair,

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replacement and construction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining special assessments which shall be returned pro-rata to those who contributed to such special assessment.

5. Construction, Erection, Maintenance, Repair and Replacement: Any and all expenses necessary to (a) maintain and preserve the Roads, the pavement thereon, as well as the landscaped, grassed and open and natural portions of Common Areas including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; (b) operate, maintain, preserve and protect the Recreation Area for their recreational and/or drainage uses; (c) maintain, preserve and protect the Drainage Retention Area including the pipes, pumps, fixtures and end walls, if any, located thereon for their drainage, storm water retention and other intended usage; (d) erect, construct, lease, keep, maintain, operate, repair and replace any and all buildings, improvements, personal property, facilities, furnishings, furniture, fixtures and equipment upon the Recreation Area and in a manner consistent with the development thereof by the Developer and in accordance with the covenants and restrictions contained herein, as well as in conformity with all applicable federal, state, County laws, statutes, ordinances, orders, rulings and regulations and (e) maintain the Conservation Area.

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6. Administrative and Operational Expenses: The costs of administration for the Association in the performance of its functions and duties under this Declaration including costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. The costs of operating the Recreation Area, the Roads, the Drainage Retention Areas, and the Conservation Areas including, without limiting the generality of the foregoing, the facilities thereon, the programs and recreational and entertainment activities conducted and/or operated thereon or therefrom and including all expenses on account thereof, including salaries of employees.

7. Compliance with Laws: The Association shall take such action it determines necessary or appropriate in order for the Common Area, including the Recreation Area, the Roads, Drainage Retention Areas and the Conservation Areas (including all improvements thereon) to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions, and fire hazards and the costs and expense of such action taken by the Association shall be Association Expense.

8. Indemnification: The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action, and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Common Areas and any improvements thereon, and from and against all costs, expenses, counsel fees, and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under this Declaration and any Addendum hereto or of compelling the specific enforcement of the terms, conditions, and covenants contained in this Declaration and any

Addendum hereto to be kept or performed by the Association or the Owners. The Association shall further indemnify Developer for any expenses Developer may incur in defending any suits or action arising under this Declaration and any Addendum hereto where the Developer is the prevailing party. Expenses incurred by the Developer shall include reasonable attorney's fees both at the trial and appellate levels. The costs and expense of fulfilling this covenant of indemnification set forth in this subparagraph shall be deemed Association Expenses.

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9. **Special Assessments:** The Board may in the ordinary course of its business levy Special Assessments as Association Expenses on account of (a) the failure or refusal of Owners, the owner of Exhibit C Property and Non-residential Titleholder, to pay assessments of Association Expenses or (b) extraordinary items of expenses under this Declaration and any Addendum hereto such as for unreimbursed casualty losses and other extraordinary circumstances. There may be special assessments for other purposes or reasons as determined by the Board not to be inconsistent with the terms of any of Villages of Fireside Documents, but such special assessments must also be approved by the affirmative vote (at any meeting thereof having a quorum) of a majority of the then voting membership of the Association.

10. **Costs of Reserves:** The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Common Areas including the facilities and improvements thereupon or used in connection therewith, in amounts determined sufficient and appropriate by the Board from time to time shall be deemed Association Expenses. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner, owner of Exhibit C Property or Non-residential Titleholder, shall have any interest, claim or right to such Reserves or fund composed of same. Notwithstanding anything herein otherwise provided, it shall not be required that the Reserves be established or that funds be set aside therefor until after the Transfer Date and the non-establishment thereof shall not be considered or accounted for in any way as a deficit.

11. **Miscellaneous Expenses:** The costs of all items of costs or expense pertaining to or for the benefit of the Common Areas, or any part thereof, not herein specifically enumerated or described and which is determined to be an appropriate item of Common Area Expense by the Board shall be a Common Area Expense and, accordingly, Association Expenses.

Article V. Expenses, Assessments and Liens.

A. **General.** In order for the Association to cause the covenants contained in this Declaration to be fulfilled; to own, operate and maintain the Common Areas; and to preserve the Common Area in the manner contemplated by this Declaration, the Association will incur Association Expenses as herein provided.

B. **Affirmative Covenant to Pay Association Expenses.** Association Expenses shall be paid by the Association from funds assessed and collected from the Owners, the Owners of Exhibit C Property and Non-residential Titleholders in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner and Non-residential Property and the Non-residential Titleholder thereof and the owner of the Exhibit C Property the affirmative covenant and obligation to pay their respective share of the Association Expenses,

which covenant shall run with the land. Each Owner, Non-residential Titleholder and owner of Exhibit C Property, by joining herein or by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Association Expenses allocated pursuant to this Declaration to the Lot of such Owner or the Non-residential Property of the Non-residential Titleholder and owner of Exhibit C Property, as the case may be. No Owner, Non-residential Titleholder or owner of Exhibit C Property, as the case may be, shall be relieved of liability for payment of his respective share of Association Expenses by non-use of any Common Areas or by abandonment of his Lot or property.

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C. Annual Assessments and Special Assessments. The Association shall assess each Owner for his respective share of Association Expenses by Annual Assessments determined and payable in the manner provided in Sections D, F and G of this Article V and by Special Assessments, if any, assessed by the Association for expenses incurred or to be incurred by the Association as a result of extraordinary items of expense as hereinabove provided.

D. Uniform Assessments. Except as herein otherwise provided, each Lot as well as the Exhibit C Property shall share equally in all Annual Assessments and each Lot as well as the Exhibit C Property shall share equally in Special Assessments. For the purpose of determining assessments, each one-quarter acre (but excluding fractions thereof if more than one-quarter acre) of Non-residential Property shall be deemed to be the equivalent of one Lot (such determination of the number of equivalent Lots for which a Non-residential Property will be counted for the purpose of making assessments is hereafter called "Lot Equivalent").

E. Interest of Owners. No Owner shall have during the term of the existence of the Association any interest, right or claim in or to any of the funds of the Association or funds received or held by the Association under or pursuant to any Annual or Special Assessment or otherwise, and in the event of the dissolution of the Association, the property of the Association shall be distributed equally among all Owners, the Owner of Exhibit C Property and the Non-residential Titleholder in proportion to each of their responsibility to pay Annual Assessments as herein provided.

F. Annual Assessment Prior to the Earlier of the Turnover Date or December 31, 1994. Prior to the earlier of the Turnover Date or December 31, 1994 (the "Interim Period"), the Annual Assessment for Association Expenses which will be assessed upon each Lot, Exhibit C Property and Lot Equivalent shall be \$120.00, provided, however, The Board shall have the right to increase such amount at the rate of 10% per annum from the time of commencement of its initial Award Assessment (such sum so increased is hereafter called the "Maximum Interior Assessment"). Commencing on the date of the closing of the purchase of a Lot, or Non-residential Property, each Owner or Non-residential Titleholder, as the case may be, and the owner of Exhibit C Property upon occupying the same shall be subject to an Annual Assessment during such period in such an amount payable annually, and each Owner shall timely pay any and all such assessments, provided, however, the assessment for such year in which the initial assessment shall first become owing shall be proportionately prorated as of the date of closing on such property or occupancy in the case of Exhibit C Property. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarterly or semi-annual installments. Developer covenants that during such period the

Annual Assessment for Association Expenses upon each Lot, Exhibit C Property (which shall be considered the equivalent of one Lot) or each Lot Equivalent shall not exceed the Maximum Interior Assessment and that it will pay during such period the deficit, if any, as and when such deficit may occur, between the actual Association Expenses incurred and paid during such period and the total amount of Annual Assessments for Association Expenses for such year. Notwithstanding any provisions in this Declaration to the contrary, during such period, Developer will not be liable (i) for the payment of any Association Expenses or assessment except for the amount of such deficits, and no assessment will be assessed upon any Lot or Non-residential Property owned by Developer or (ii) for the establishment or payment of any reserves whatsoever. The Board shall determine and assess a uniform Special Assessment upon all Lots, Exhibit C Property, and Non-residential Property (but based upon its Lot Equivalent as above provided) to provide funds for the Association for the period, if any, between the termination of the Interim Period and December 31st of the calendar year in which such termination occurs.

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G. Annual Assessment Commencing After Interim Period. For each and every calendar year commencing upon the first January 1st after the Interim Period, Annual Assessments for Association Expenses shall be determined in the manner set forth in this Section. The total anticipated expenses for a calendar year shall be set forth in a budget adopted by the Board no later than December 1st of the year preceding the calendar year for which the budget is adopted (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots (including Exhibit C Property as being one Lot) and Non-residential Property for such year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided by the number of Lots (including Exhibit C Property as being one Lot), plus Lot Equivalents, located on the Committed Property and the resulting product shall be the Annual Assessment allocated to each Lot, Exhibit C Property and Non-residential Property based on its Lot Equivalent. In the event any Lot has been further divided or subdivided and all or a part thereof consolidated with a contiguous Lot, the Annual Assessment allocated to the Lot so divided or subdivided shall be proportionately allocated, charged and assessed to the Lot or Lots to which the divided or subdivided Lot is consolidated. The Annual Assessment allocated to each Lot, Exhibit C Property, and parcel of Non-residential Property shall be due and payable by the Owner, owner of Exhibit C Property or Non-residential Titleholder, as the case may be. Each such Annual Assessment shall be paid in advance commencing on the first day of January each year except that the Board, in its sole discretion, may permit such Annual Assessment to be paid in quarterly or semi-annual installments. The Association shall mail to each and every such party responsible for payment a copy of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming year and the Annual Assessment upon such party's property.

H. Certificate of Payment. The Association shall furnish to any owner of property lying within the Committed Property as well as the owner of Exhibit C Property, upon request, a certificate in writing signed by an officer of the Association setting forth the remaining unpaid balance, if any, of any outstanding Annual or Special Assessment, if any, assessed upon such property and stating whether such owner has failed to pay when due any such assessment or installment thereof. The Association may charge a reasonable fee (not to exceed \$25.00) for providing the certificate.

I. Lien. Upon the assessment on a Lot, Exhibit C Property or parcel of Non-residential Property of an Annual Assessment or a Special Assessment determined in the manner set forth in this Declaration, such Annual Assessment or Special Assessment, together with interest thereon at the highest rate permitted by law, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate levels shall be the personal obligation of the Owner thereof, the owner of Exhibit C Property or Non-residential Titleholder, as the case may be, and shall be, and are hereby declared to be, a charge and continuing lien on such Lot, Exhibit C Property or parcel of Non-residential Property, as the case may be; provided, however, such lien shall be effective only from and after the time of recording among the public records of Clay County, Florida of a claim of lien by the Association setting forth the amount of such lien as of the date of such statement. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a satisfaction of lien in form for recording.

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J. Remedies. In the event any owner of a lot, the owner of Exhibit C Property, or a Non-residential Titleholder, as the case may be, fails to pay any Annual Assessment or installment thereof or any Special Assessment or installment thereof within fifteen (15) days after the same becomes due and payable, then the Board shall have the right to elect on behalf of the Association either some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

1. Acceleration. To accelerate the entire amount of any Annual Assessment or Special Assessment allocable to the Lot, Exhibit C Property or parcel of Non-residential Property, as the case may be, for the remainder of the calendar year notwithstanding the provisions for the payment thereof in installments;

2. Advance of Funds. To advance on behalf of the party in default all or part of such funds which are due and payable from such party and the amount or amounts of funds to advanced, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels, may thereupon be collected by the Association, and such advance by the Association shall not be deemed a waiver by the Association of any rights of the Association to collect such due and payable assessment;

3. Foreclosure. To file at any time after the effective date of a lien arising hereunder an action in equity to foreclose such lien in like manner as a foreclosure of a mortgage on real property;

4. Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels; and

5. Use of Recreation Area. Notwithstanding any provisions in this Declaration to the contrary or any right or easement granted herein, the Association may prohibit and bar an Owner and owner of Exhibit C Property and their respective family members and guest from using the Recreation Area and the Conservation Area.

K. Institutional First Mortgages. The lien for assessment provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot, Exhibit C Property or parcel of Non-residential Property held by an Institutional Mortgagee in that in the event an Institutional First Mortgagee obtains title to a Lot, Exhibit C Property or parcel of Non-residential Property as a result of a foreclosure or by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for any Association Expenses or assessments pertaining to such Lot, Exhibit C Property or parcel of Non-residential Property or chargeable to the owner thereof which became due and payable prior to the acquisition of title of such Lot, Exhibit C Property or parcel of Non-residential Property, as the case may be, by such mortgagee as a result of such foreclosure unless such expense or assessment is reflected in a claim of lien that is recorded amongst the Public Records of Clay County, Florida, prior to the recording of the foreclosed mortgage.

1102-605

Article VII. Members and Voting Rights.

A. Memberships. Every Owner of a Lot, the owner of Exhibit C Property and each Non-residential Titleholder, shall be a member of the Association.

B. Classes. Membership shall be divided into the classes as follows:

(i) The Class A members shall be all Owners owning Lots, the owner of the Exhibit C Property and each owner of a parcel of Non-residential Property, provided, however, the Developer shall be excluded as a Class A member so long as Developer is a Class B member.

(ii) The Class B member shall be the Developer, or its successors and assigns.

Class A memberships shall be appurtenant to ownership of a Lot, Exhibit C Property, or a parcel of Non-residential Property. Class B membership shall not be so appurtenant, but shall remain with the Developer or its successors or assigns regardless of the conveyance of Lots or parcels of Non-residential Property. The Class B membership shall terminate when the Transfer Date occurs but, under no circumstances, prior thereto.

C. Voting Rights.

1. Class A. Each Lot shall be entitled to one vote. Exhibit C Property shall be entitled to one vote. Non-residential Property shall be entitled to that number of votes equal to the Lot Equivalent therefor. When more than one person holds an interest in any Lot, Exhibit C Property, or Non-residential Property, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot, Exhibit C Property or parcel of Non-residential Property 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 the ownership of each Lot, Exhibit C Property or by virtue of the obligation for each Lot Equivalent.

2. Class B. The Class B Member shall be Developer who shall be entitled to nine (9) votes for each Lot, each planned and un conveyed Lot included within the projected Villages of Fireside (it being agreed that for the purpose of determining the number of votes which the Class B Membership is entitled to cast that it is hereby deemed that there shall be

500 Planned Lots intended to be located in Villages of Fireside) as well as for each Lot Equivalent on account of Non-residential Property included within Exhibit A Property so long as Developer is a Class B Member. The Class B membership shall cease at the sooner of (i) the Turnover Date or (ii) ninety (90) days after the total votes outstanding in the Class B membership equals the total votes outstanding in the Class A membership, it being intended that Developer shall retain control of the Association until it has conveyed ninety (90) percent of the 500 Planned Lots for Villages of Fireside, as well as the Lots and Lot Equivalents by virtue of parcels of Non-residential Property included within the plan for Villages of Fireside. When Class B membership ceases, Developer shall become a Class A Member as to the remaining planned, but un conveyed, parcels and Lots it owns. Notwithstanding the foregoing, nothing herein contained shall require the subdivision of Exhibit A Property into 500 Lots nor shall the foregoing constitute a representation that Villages of Fireside could be subdivided into 500 lots.

1192-607

Article VIII. General Provisions.

A. Lawful Use of Committed Property

Any portion of the Committed Property will be subject and the Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to such Committed Property, any improvements thereon, or the use thereof and no illegal or immoral purpose, or use, shall be permitted on the Committed Property.

B. Incorporation of Villages of Fireside Documents

Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of Villages of Fireside Documents, including this Declaration and any Addendum, whether or not the incorporation of the terms and conditions of Villages of Fireside Documents is specifically set forth by reference in such deed, and acceptance by an Owner of such a deed shall be deemed to be acceptance by such Owner of all of the terms and conditions of Villages of Fireside Documents.

C. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (a) any Owner, or Owner of Exhibit C Property and any Non-residential Titleholder, at the address of the person whose name appears in such capacity on the records of the Association at the time of such mailing; (b) the Association, at 2301 Park Avenue, Orange Park, Florida 32073, or such other address as the Association shall hereinafter notify Developer, and the Members in writing; and (c) the Developer at 2301 Park Avenue, Orange Park, Florida 32073, or such other address or addresses as the Developer shall hereafter notify the Association of in writing.

Upon receipt by the Association from any Institutional Mortgagee of a copy of the recorded mortgage held by such Institutional Mortgagee on a Lot, Exhibit C Property or Non-residential Property, the Association shall timely deliver to such Institutional Mortgagee (and any designees identified for such purpose) the following:

1. Ten (10) days prior written notice of the cancellation or termination of any policies of insurance covering the Common Areas or any improvements or activities thereon, or any fidelity bonds of the Association for its officers, directors, or employees; and

2. Written notice of any damage or destruction of the improvements located on the Recreation Areas which gives rise to net insurance proceeds therefor being available for distribution to the Owners of the Lots or Exhibit C Property encumbered by the mortgage of such Institutional Mortgagee; and

3. Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Areas; and

4. Written notice of any material amendment or the abandonment or termination of this Declaration in accordance with the terms hereof

D. Enforcement

The covenants and restrictions herein contained or contained in any of Villages of Fireside Documents may be enforced by Developer, the Association, any Owner or Owners, owner of Exhibit C Property or Non-residential Titleholder and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant or restriction hereunder. The failure by any party to enforce any covenant, restriction or consent herein contained shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant, restriction and easement. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

E. Amendment and Modification

The process of amending or modifying this Declaration (but not of (i) any easements herein created or reserved which may only be modified or amended by the consent of the Association, the Developer, all Owners, the owner of Exhibit C Property, Non-residential Titleholder, and Institutional Mortgagee affected thereby and all parties benefited by each such easements, (ii) any rights of Non-residential Titleholder herein created or reserved which may only be modified or amended by the consent of the Association, and Institutional Mortgagees affected thereby and the affirmative vote and consent of all Non-residential Titleholders affected thereby and (iii) any rights of owner of Exhibit C Property herein created or reserved which may only be modified or amended by the consent of the Association and Institutional Mortgagees affected thereby and the affirmative vote and consent of all owner of Exhibit C Property affected thereby) shall be as follows:

1. This Declaration may be amended (a) by the consent of an aggregate 51% of all owners of each Lot, as well as Planned Lots as hereinabove set forth, as owner of Exhibit C Property and Non-residential Titleholder (based upon one vote per Lot, one vote for the owner of Exhibit C Property and one vote for each Lot Equivalent for which a Non-residential Titleholder is responsible) together with (b) the approval or ratification of a majority of the Board provided, however, that no amendment shall be effective which shall mutually impair or

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prejudice the rights or priorities of any Institutional Lender, owner of Exhibit C Property, the Developer, and Non-residential Titleholder or without the specific written approval of each Institutional Lender, Developer, owner of Exhibit C Property, Non-residential Titleholder affected thereby. The aforementioned consents may be evidenced by a writing signed by the required number of consents as well as by the affirmative vote of the required number of parties consenting at any regular or special meeting of the Association called and held in accordance with the By-Laws.

2. Notwithstanding anything herein otherwise provided amendments for (i) correction of scrivener's error and (ii) non-material changes (as reasonably determined by the Developer until the Transfer Date and by the Board thereafter) may be made by the Developer until the Transfer Date and the Board thereafter without the need or consent of any other, provided however, that no amendment shall be effective which shall impair or prejudice the rights or priorities of any Owner, owner of Exhibit C Property, Non-residential Titleholder, the Developer, the Association or of any Institutional Mortgagee under the Declaration or any other of the Villages of Fireside Documents without the specific written approval of the Owner, Developer, owner of Exhibit C Property, Non-residential Titleholder, Association or Institutional Mortgagee affected thereby.

3. A true copy of any amendment to this Declaration shall be sent certified mail (the "Mailing") by the Association to the Developer and to all Institutional Mortgagees requesting notice pursuant hereto in similar manner. The amendment shall become effective upon the recording of the certificate amongst the public records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty day period is waived in writing by Developer and all Institutional Mortgagees.

F. Term

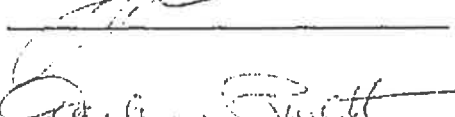
The terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, (but excluding the easements herein created or reserved which shall be perpetual unless otherwise provided) including, without limitation, the provisions for assessment of the Association Expenses shall run with and bind the Committed Property (and all portions of Exhibit A Property hereafter committed to this Declaration by the filing of an Addendum hereto) as well as Exhibit C Property and inure to the benefit of the Developer, Association, Owners, Non-residential Titleholder, owner of Exhibit C Property, Institutional Mortgagees, and their respective legal representatives, heirs successors and assigns for a term of ninety (90) years from the date of the recording of this Declaration amongst the public records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety (90) year term or any such ten (10) year extension there is recorded amongst the public records of the County, an instrument (the "Termination Instrument") executed by at least two thirds of all the owners of Lots, Exhibit C Property and Non-residential Property (on the basis of one vote of the Owners per Lot [including Exhibit C Property as being one Lot] or Lot Equivalent) and at least two-thirds (2/3) of all Institutional Mortgagees holding mortgages encumbering Lots, Exhibit C Property (on the basis of one vote of the Institutional Mortgagees per Lot [including Exhibit C Property as being one Lot] or Lot Equivalent) agreeing to terminate this Declaration, upon which event this Declaration

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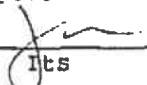
(but not the above-referenced easements) shall be terminated upon the expiration of the ninety (90) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions for Villages of Fireside has been executed by Developer on the day and year first above set forth.

Signed, sealed and delivered in the presence of:-

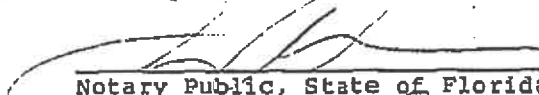

As to Developer

VILLAGES OF FIRESIDE CORPORATION, a Florida corporation

By: 
Its President
"DEVELOPER"

STATE OF FLORIDA,
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17 day of November, 1988 by James R. Menard, President of Villages of Fireside Corporation, a Florida corporation, on behalf of the corporation.

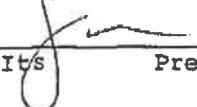

Notary Public, State of Florida
My Commission Expires: 3/26/99

JOINDER

THE UNDERSIGNED, ASSOCIATION OF VILLAGES OF FIRESIDE, INC., has joined in the execution of this instrument for the purposes set forth in Paragraph D of the Background.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this 17th day of November, 1988.

ASSOCIATION OF VILLAGES OF FIRESIDE, INC.

By: 
Its President

STATE OF FLORIDA,
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17th day of November, 1988 by James R. Menard, President of Villages of Fireside Association, Inc., a Florida corporation, on behalf of the corporation.


Notary Public, State of Florida
My Commission Expires: 3/26/99

1192 REC 619

JOINDER

THE UNDERSIGNED, who is the owner and holder of Exhibit C Property as described and referenced in the foregoing Declaration has joined in the execution of this instrument for the purpose of subjecting Exhibit C Property to the terms and provisions of the above and foregoing Declaration and, by the execution hereof, the undersigned owner of Exhibit C Property does hereby agree that Exhibit C Property shall hereafter be owned and held subject and subordinate to the terms and provisions of the above and foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this 16th day of November, 1988.

PJH DEVELOPMENT, LTD., a Florida Limited Partnership

By: Perry J. Hopper
Its: Managing General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of November 1988 by P. J. Hopper, as Managing General Partner of PJH DEVELOPMENT, LTD., a Florida Limited Partnership, on behalf of PJH DEVELOPMENT, LTD.

Patricia M. Hopper
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 22, 1991.
BONDED THIRD NOTARY PUBLIC UNDERWRITERS.

JOINDER

THE UNDERSIGNED, who is the owner and holder of Exhibit C-1 Property as described and referenced in the foregoing Declaration has joined in the execution of this instrument for the purpose of subjecting Exhibit C-1 Property to the terms and provisions of the above and foregoing Declaration and, by the execution hereof, the undersigned owner of Exhibit C-1 Property does hereby agree that Exhibit C-1 Property shall hereafter be owned and held subject and subordinate to the terms and provisions of the above and foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this 16th day of November, 1988.

PJH DEVELOPMENT, LTD., a Florida Limited Partnership

By: Perry J. Hopper
Its: Managing General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of November 1988 by P. J. Hopper, as Managing General Partner of PJH DEVELOPMENT, LTD., a Florida Limited Partnership, on behalf of PJH DEVELOPMENT, LTD.

Patricia M. Hopper
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 22, 1991.
BONDED THIRD NOTARY PUBLIC UNDERWRITERS.

JOINDER OF MORTGAGEE

THE UNDERSIGNED, CLAY COUNTY BANK, the owner and holder of that certain Mortgage recorded in Official Records Volume 1086, page 072 of the public records of Clay County, Florida (the "Mortgagee"), does hereby join in the execution of the foregoing Declaration and does agree that the lien of the Mortgage is now and shall hereafter be subject to the provisions of the Declaration.

1192-106-612

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the Mortgage from the lien, operation, force and effect of the Mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law this 17th day of November, 1988.

CLAY COUNTY BANK

By: Earl E. Hartsfield
Its Vice President

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 17th day of November, 1988 by EARL E. HARTSFIELD, Vice President of CLAY COUNTY BANK, a banking corporation organized and existing under the laws of the United States of America, on behalf of such corporation.

Audrey L. Mizell
Notary Public, State of Florida

Notary Public, State of Florida
My Commission Expires: My Commission Expires Feb. 19, 1990
Spencer-Stuart-Tony Ltd. Insurance Inc.



That certain tract of land, consisting of Section 44 and a portion of Sections 4, 9 and 43, all in Township 3 South, Range 25 East, Clay County, Florida, together with and including a portion of Tract "A" and a portion of Lots 1, 2, 3, 4 and 5 Block 9, Ridaught Landing Unit 2, according to map thereof as recorded in Plat Book 18, Page 14 and 15 of the public records of said Clay County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of Lot 3, Block 1, Ridaught Landing, according to map thereof as recorded in Plat Book 18, Page 14 and 15 of said public records of Clay County, Florida; thence South 89° 25' 00" East on the North line of said Section 4, Township 3 South, Range 25 East, a distance of 765.00 feet to the Northeast corner of land described and recorded in Official Records Volume 315, Page 379 of said public records of Clay County, Florida, said Northeast corner being the point of beginning of lands described herein; thence South 00° 29' 27" West, on the East line of said land described in Official Records Volume 315, Page 379, a distance of 230.00 feet; thence South 89° 30' 33" East a distance of 35.00 feet; thence South 46° 30' 33" East a distance of 70.00 feet; thence South 89° 30' 33" East a distance of 150.00 feet; thence South 37° 21' 39" East a distance of 239.10 feet; thence South 26° 45' 10" East a distance of 317.04 feet; thence South 42° 29' 06" East a distance of 477.18 feet; thence North 85° 36' 05" East a distance of 456.34 feet; thence North 26° 26' 38" East a distance of 60.42 feet; thence North 67° 06' 10" East a distance of 94.18 feet; thence North 75° 51' 50" East a distance of 144.33 feet; thence South 68° 50' 19" East a distance of 337.47 feet; thence North 34° 41' 43" East a distance of 79.06 feet; thence North 69° 13' 19" East a distance of 161.77 feet; thence South 80° 30' 37" East a distance of 196.44 feet; thence South 55° 29' 29" East a distance of 97.04 feet; thence South 11° 33' 19" East a distance of 97.00 feet; thence South 41° 38' 01" East a distance of 120.42 feet; thence South 21° 48' 03" West a distance of 161.35 feet; thence South 54° 12' 41" West a distance of 190.55 feet; thence South 08° 00' 03" East a distance of 139.33 feet; thence South 14° 02' 10" West a distance of 144.31 feet; thence South 21° 34' 17" East a distance of 231.19 feet; thence South 66° 48' 05" East a distance of 76.16 feet; thence South 27° 53' 50" West a distance of 197.35 feet; thence South 61° 35' 16" West a distance of 673.34 feet; thence North 46° 33' 34" West a distance of 709.35 feet; thence North 89° 30' 33" West a distance of 1430.00 feet to the Northeast corner of AYALACHICOLA SOUL YARD, an 80 foot wide right-of-way (as now established), according to aforesaid map of Ridaught Landing Unit 2, as recorded in Plat Book 18, Page 14 and 15 of said public records of Clay County, Florida; thence South 00° 29' 27" West on the East line of said Ridaught Landing Unit 2, a distance of 760.30 feet; thence South 41° 29' 27" West on a Southwesterly line of said Ridaught Landing Unit 2, a distance of 567.89 feet to the most Easterly corner of aforesaid Lot 3, Block 9, Ridaught Landing Unit 2; thence continue South 41° 29' 27" West, on the Southwest line of said Lot 3, a distance of 91.63 feet; thence North 78° 46' 41" West, a distance of 156.03 feet to the point of a curve to the left, said curve being concave to the South and having a radius of 350.00 feet and a central angle of 26° 14' 39"; thence westerly along and around said curve an arc distance of 251.93 feet to the point of tangency of said curve, said arc of curve being subtended by a chord bearing of South 88° 05' 36" West and a chord distance of 249.73 feet; thence South 76° 58' 37" West, a distance of 309.43 feet to the point of a curve to the right, said curve being concave to the North and having a radius of 450.00 feet; thence westerly along and around said curve an arc distance of 35.67 feet to a point on the West line of aforesaid Tract "A", Ridaught Landing Unit Two, said arc of curve being subtended by a central angle of 04° 32' 03" and a chord bearing of South 77° 14' 40" West and a chord distance of 35.61 feet; thence North 00° 29' 27" East on said West line of Tract "A" and the Northerly prolongation thereof a distance of 208.01 feet to the Southwest corner of land described and recorded in Official Records Volume 768, Page 642 of said public records of Clay County, Florida; thence North 89° 40' 08" West, on the South line of lot said lands, a distance of 1779.77 feet to the East right-of-way line of County Road No. C-209 (formerly State Road No. S-209), a 100 foot wide right-of-way (as now established); thence South 00° 21' 00" West, on said East right-of-way line, a distance of 555.70 feet; thence South 89° 40' 08" East, a distance of 1278.36 feet to a point on said West line of Tract "A", Ridaught Landing Unit Two; thence South 00° 29' 27" West on said East line and the Southerly prolongation thereof a distance of 500.0 feet; thence North 89° 40' 08" West, a distance of 437.12 feet to the Northeast corner of HIGGLAND OAKS, a proposed subdivision; thence run the following four (4) courses on the East and South line of said proposed HIGGLAND OAKS SUBDIVISION: (COURSE NO. 1) thence South 00° 21' 00" West, a distance of 487.78 feet; (COURSE NO. 2) thence North 89° 39' 00" West, a distance of 150.00 feet; (COURSE NO. 3) thence South 00° 21' 00" West, a distance of 600.0 feet; (COURSE NO. 4) thence North 89° 39' 00" West, a distance of 375.00 feet to the East right-of-way line of said County Road No. C-209, a 100 foot wide right-of-way (as now established); thence South 00° 21' 00" West, on said East right-of-way line, a distance of 1149 feet more or less to the waters of Black Creek; thence Southerly, Northerly, Northwesterly, Northwesterly, Southerly and Easterly along and around the meanderings of said waters of Black Creek, a distance of 10,160 feet more or less to the intersection of said waters with the waters of Little Black Creek; thence Northwesterly, Northerly and Northwesterly along and around the meanderings of said waters of Little Black Creek, a distance of 8,980 feet more or less to the intersection of said waters with the aforesaid North line of Section 4, Township 3 South, Range 25 East; said intersection bears South 89° 25' 00" East and is a distance of 675 feet more or less from the point of beginning; thence North 89° 25' 00" West on said North line of Section 4, a distance of 675 feet more or less to the point of beginning.

Excepting therefrom a portion of Section 45, Township 3 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

Commence at the intersection of the 1/4 corner with the North line of Section 4, Township 3 South, Range 25 East of said County, said point also being the Northwest corner of the East 1/2 of said Section 4, run thence South 00° 29' 27" West along the West line of the East 1/2 of said Section 4, 2666.64 feet; thence North 76° 13' 46" East, 4376.76 feet for the point of beginning; thence North 00° 59' West, 770 feet; thence South 73° 28' East, 342 feet; thence South 00° 59' East, 65 feet; thence South 77° 36' East, 420 feet; thence South 46° 30' East, 400 feet; thence South 66° 38' East, 285 feet; thence South 37° 04' East, 145 feet; thence South 01° 31' East, 264 feet; thence South 28° 17' West, 90.35 feet; thence South 17° 56' East, 136 feet; thence South 18° 06' West, 126 feet; thence North 71° 54' West, 334 feet; thence North 03° 14' West, 216 feet; thence North 17° 37' East, 138 feet; thence North 61° 25' West, 278 feet; thence North 61° 00' West, 945 feet to the point of beginning.

Containing 22 acres more or less.

"Exception above described and recorded in Official Records Volume 315, Page 174 of the public records of Clay County, Florida".

Also excepting from the above described Tract of land a portion of Section 45, Township 3 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

Begin at the Northwest corner of lands excepted and described above, "said excepted lands" being described and recorded in Official Records Volume 315, Page 174 of said public records of Clay County, Florida; thence run the following ten (10) courses on the Northerly and Easterly line of lot said "lands": (COURSE NO. 1) thence South 73° 28' East a distance of 342 feet; (COURSE NO. 2) thence South 00° 59' East, a distance of 65 feet; (COURSE NO. 3) thence South 77° 36' East, a distance of 420 feet; (COURSE NO. 4) thence South 46° 30' East, a distance of 400 feet; (COURSE NO. 5) thence South 66° 38' East, a distance of 285 feet; (COURSE NO. 6) thence South 37° 04' East, a distance of 145 feet; (COURSE NO. 7) thence South 01° 31' East, a distance of 264 feet; (COURSE NO. 8) thence South 28° 17' West, a distance of 90.35 feet; (COURSE NO. 9) thence South 17° 56' East, a distance of 136 feet; (COURSE NO. 10) thence South 18° 06' West, a distance of 126 feet to the Southwest corner of lot said lands; thence South 71° 54' East, a distance of 334 feet more or less to the waters of LITTLE BLACK CREEK; thence Northwesterly along and around the meanderings of said waters of LITTLE BLACK CREEK, a distance of 2780 feet more or less to a point which bears North 00° 59' West and is a distance of 205 feet more or less from the point of beginning; thence South 00° 59' East, a distance of 705 feet more or less to the point of beginning.

EXHIBIT A

1192-613

Being a replat of a portion of Tract "A", Lots 1, 2, 3, 4 and 5, Block 9, Midnought Landing Unit 2, according to map thereof as recorded in Plat Book 18, pages 14 and 15 of the Public Records of Clay County, Florida, together with a portion of Sections 4 and 42, Township 5 South, Range 25 East, of said Clay County, and being more particularly described as follows:

Begin at the most Easterly corner of said Lot 5, Block 9, Midnought Landing Unit 2;

thence on the Southeasterly line of said Unit 2, North 41 degrees 29 minutes 27 seconds East, 253.35 feet;

thence South 53 degrees 00 minutes 00 seconds East, 245.00 feet;

thence North 37 degrees 00 minutes 00 seconds East, 350.00 feet;

thence South 53 degrees 00 minutes 00 seconds East, 117.39 feet;

thence South 40 degrees 42 minutes 14 seconds East, 325.00 feet;

thence on the arc of a curve concave Southeasterly and having a radius of 315.00 feet, a chord distance of 92.06 feet, the bearing of said chord being North 57 degrees 46 minutes 21 seconds East;

thence South 23 degrees 48 minutes 04 seconds East, 171.73 feet;

thence South 09 degrees 52 minutes 12 seconds East, 75.00 feet;

thence South 53 degrees 00 minutes 00 seconds East, 412.69 feet;

thence South 67 degrees 09 minutes 00 seconds East, 347.97 feet;

thence South 06 degrees 20 minutes 40 seconds East, 75.00 feet;

thence South 20 degrees 54 minutes 12 seconds East, 200.00 feet;

thence South 04 degrees 41 minutes 32 seconds West, 310.00 feet;

thence North 33 degrees 00 minutes 00 seconds East, 310.00 feet;

thence South 37 degrees 00 minutes 00 seconds West, 225.00 feet;

thence South 49 degrees 16 minutes 00 seconds West, 05.00 feet;

thence South 73 degrees 04 minutes 29 seconds West, 00.00 feet;

thence North 03 degrees 07 minutes 10 seconds West, 05.00 feet;

thence North 50 degrees 29 minutes 00 seconds West, 76.00 feet;

thence North 42 degrees 26 minutes 52 seconds West, 06.67 feet;

thence North 53 degrees 00 minutes 00 seconds West, 352.05 feet;

thence South 67 degrees 04 minutes 20 seconds West, 137.00 feet;

thence South 70 degrees 21 minutes 50 seconds West, 110.00 feet;

thence South 02 degrees 20 minutes 49 seconds West, 115.00 feet;

thence South 09 degrees 00 minutes 36 seconds West, 110.00 feet;

thence North 00 degrees 10 minutes 20 seconds West, 110.00 feet;

thence North 11 degrees 13 minutes 16 seconds East, 160.00 feet;

thence North 70 degrees 46 minutes 44 seconds West, 264.21 feet;

thence on the arc of a curve concave Southerly and having a radius of 470.00 feet, a chord distance of 213.41 feet, the bearing of said chord being South 00 degrees 05 minutes 37 seconds East;

thence South 74 degrees 50 minutes 37 seconds West, 131.23 feet;

thence on the arc of a curve concave Southeasterly and having a radius of 660.00 feet, a chord distance of 167.60 feet, the bearing of last said chord being South 67 degrees 31 minutes 20 seconds East;

thence South 60 degrees 44 minutes 10 seconds West, 97.10 feet;

thence on the arc of a curve concave Northwesternly and having a radius of 716.67 feet, a chord distance of 271.16 feet, the bearing of last said chord being South 75 degrees 32 minutes 03 seconds East;

thence North 00 degrees 40 minutes 00 seconds West, 415.79 feet to the East line of

County Road No. C-209 (formerly State Road No. 5-209);

thence on last said line North 00 degrees 21 minutes 00 seconds East, 215.01 feet;

thence on the arc of a curve concave Northeasterly and having a radius of 30.00 feet, a chord distance of 42.43 feet, the bearing of last said chord being South 44 degrees 39 minutes 34 seconds East;

thence South 09 degrees 40 minutes 00 seconds East, 79.90 feet;

thence on the arc of a curve concave Southwesterly and having a radius of 343.03 feet, a chord distance of 89.76 feet, the bearing of last said chord being South 02 degrees 10 minutes 00 seconds East;

thence South 74 degrees 40 minutes 00 seconds East, 246.37 feet;

thence on the arc of a curve concave Northeasterly and having a radius of 719.50 feet, a chord distance of 187.03 feet, the bearing of last said chord being South 02 degrees 10 minutes 00 seconds East;

thence South 09 degrees 40 minutes 00 seconds East, 192.54 feet;

thence on the arc of a curve concave Northwesternly and having a radius of 660.00 feet, a chord distance of 337.15 feet, the bearing of last said chord being North 75 degrees 32 minutes 03 seconds East;

thence North 60 degrees 44 minutes 10 seconds East, 07.63 feet;

thence on the arc of a curve concave Southeasterly and having a radius of 740.00 feet, a chord distance of 103.43 feet, the bearing of last said chord being North 67 degrees 51 minutes 20 seconds East;

thence North 74 degrees 50 minutes 37 seconds East, 131.23 feet;

thence on the arc of a curve concave Southeasterly and having a radius of 550.00 feet, a chord distance of 249.73 feet, the bearing of last said chord being North 00 degrees 05 minutes 37 seconds East;

thence South 70 degrees 46 minutes 44 seconds East, 154.03 feet to said Southeasterly

line of Midnought Landing Unit 2;

thence on last said line North 41 degrees 29 minutes 27 seconds East, 91.65 feet to

the Point of Beginning.

192-611

EXHIBIT C

A parcel of land situated in the Southwest 1/4 of Section 4, Township 5 South, Range 25 East, Clay County, Florida and being more particularly described as follows:

1192 PAGE 615

Commence at the Northwest corner of Highland Oaks, as shown on map thereof, as recorded in Plat Book 21, pages 4 and 5, of the public records of said Clay County, Florida, said Northwest corner being on the East Right-of-Way line of County Road No. C-209 (formerly State Road No. S-209); thence North 00 degrees 21 minutes 00 seconds East, on last said line, 500.00 feet to the South line of Fireside Drive according to Plat Book 22, pages 47 thru 50 of the public records of said county; thence on last said line South 89 degrees 40 minutes 08 seconds East 748.00 feet to the Point of Beginning; thence continue South 89 degrees 40 minutes 08 seconds East, 530.36 feet to the West boundary line of Ridaught Landing Unit 2, as shown on map recorded in Plat Book 18, pages 14 and 15, of said public records; thence South 00 degrees 29 minutes 27 seconds West on last said line, and the Southerly projection thereof, being the East line of the Northeast 1/4 of aforesaid Southwest 1/4 of Section 4; a distance of 350.00 feet; thence North 89 degrees 40 minutes 08 seconds West, 413.55 feet; thence North 17 degrees 58 minutes 52 seconds West, 368.67 feet to the Point of Beginning.

Containing 3.79 acres, more or less.

EXHIBIT C-1

A parcel of land situated in the Southwest 1/4 of Section 4, Township 5 South, Range 25 East, Clay County, Florida and being more particularly described as follows:

1192
Page 013

Commence at the Northwest corner of Highland Oaks, as shown on map thereof, as recorded in Plat Book 21, pages 4 and 5, of the public records of said Clay County, Florida, said Northwest corner being on the East Right-of-Way line of County Road No. C-209 (formerly State Road No. S-209); thence North 00 degrees 21 minutes 00 seconds East on last said line 250.00 feet to the Point of Beginning; thence continue North 00 degrees 21 minutes 00 seconds East, 250.00 feet to the South line of Fireside Drive according to Plat Book 22, pages 47 then 50 of the public records of said county; thence on last said line South 89 degrees 40 minutes 00 seconds East 748.00 feet; thence South 17 degrees 58 minutes 52 seconds East, 368.67 feet; thence North 89 degrees 40 minutes 00 seconds West 113.99 feet; thence North 63 degrees 39 minutes 06 seconds West 227.98 feet; thence North 89 degrees 40 minutes 00 seconds West, 545.04 feet to the Point of Beginning.

Containing 4.99 acres, more or less.

EXHIBIT D

ARTICLES OF INCORPORATION
OF
ASSOCIATION OF VILLAGES OF FIRESIDE, INC.
(A Florida Not-For-Profit Corporation)

The undersigned, acting as incorporator of a Florida not-for-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation for Association of Villages of Fireside, Inc.:

ARTICLE I
NAME AND ADDRESS

The name of this Florida not-for-profit corporation shall be Association of Villages of Fireside, Inc. (the "Association"). The business of the Association shall be conducted at such places as may from time to time be determined by the Association and the present address of the Association is 2301 Park Avenue, Orange Park, Florida 32073.

ARTICLE II
DEFINITIONS

After these Articles of Incorporation (the "Articles") have been filed in accordance with law and this entity becomes incorporated, it shall join with Villages of Fireside Corporation, a Florida corporation (the "Developer") in the execution of an instrument entitled Declaration of Covenants, Conditions, Restrictions and Easements for Villages of Fireside (the "Declaration") which instrument will be recorded in the public records of Clay County, Florida. The terms defined in the Declaration [which are used herein with initial capital letters (unless the context should clearly reflect otherwise)] are incorporated herein and made a part hereof by reference.

ARTICLE III
PURPOSES OF THE ASSOCIATION

The Association shall: (1) operate, maintain and administer the Common Area including the Recreation Area, Roads, Conservation Area, Drainage Retention Area, (2) assess and collect the Association Expenses; (3) at or before the Transfer Date, receive title to the Common Area, including the Recreation Area, Roads, Conservation Area and Drainage Retention Area under and pursuant to the Declaration, and (4) enforce and carry out each and every of the terms, conditions, covenants and provisions of the Villages of Fireside Documents.

ARTICLE IV
POWERS

The Association shall have and may exercise all of the following powers (the enumeration herein of specific powers shall not be deemed to limit or restrict the powers of the Association):

A. All of the common law and statutory powers of a corporation not-for-profit under the laws and statutes of the State of Florida to the extent that such powers are not in conflict with the Villages of Fireside Documents.

B. All of the powers reasonably necessary to implement the purposes of the Association set forth in these Articles and in (but subject to) the Villages of Fireside Documents, including but not limited to, the following powers:

1. To make, establish, amend and enforce Rules and Regulations governing the Common Area.

1102-017

2. To make, levy, collect and enforce assessments, and special assessments against Owners, the owner of Exhibit C Property as described in the Declaration and the Non-residential Titleholders (and including the Developer where provided in the Declaration) as provided in the Declaration to provide funds to pay for the expenses of the Association and the administration, management, operation and maintenance of the Common Area and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association and in accordance with the Villages of Fireside Documents.

3. To enforce the provisions of the Villages of Fireside Documents;

4. To receive title to and own the Common Area pursuant to the Declaration.

5. To enter into management agreements for the Common Area or any part or parts thereof at the discretion of the Board of Directors of the Association (the "Board"). Such management agreement shall be terminable by the Board for cause upon not more than thirty (30) days' written notice and the term of any such agreement may not exceed one year.

6. To provide for the architectural control of the Lots and the property described on Exhibit C attached to the Declaration, to promote the health, safety, recreation and welfare of the occupants of the Lots and Exhibit C Property.

7. To do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers of the Association either alone or in connection with the Developer or other firms or individuals or corporations.

ARTICLE V MEMBERS

The qualifications of Members, the manner of their admission to membership, the termination of such membership, the classes of Members and the voting by Members shall be as follows:

A. Memberships. Every Owner, Non-residential Titleholder and the owner of Exhibit C Property shall be a member of the Association. In addition, Developer shall be a member as provided below.

B. Classes. Membership shall be divided into two (2) classes as follows:

1. The Class A members shall be all Owners owning Lots, the owner of the Exhibit C Property and each owner of a parcel of Non-residential Property (a "Non-residential Titleholder"), provided, however, the Developer shall be excluded as a Class A member so long as Developer is a Class B member.

2. The Class B member shall be the Developer, or its successors and assigns.

Class A memberships shall be appurtenant to ownership of a Lot, Exhibit C Property, or a parcel of Non-residential Property, as the case may be. Class B membership shall not be so appurtenant, but shall remain with the Developer or its

successors or assigns regardless of the conveyance of Lots on Non-residential Property.

C. Voting Rights.

1. CLASS A. Each Lot shall be entitled to one vote. Exhibit C Property shall be entitled to one vote. Non-residential Property shall be entitled to that number of votes equal to the Lot Equivalent therefor. When more than one person holds an interest in any Lot, Exhibit C Property, or Non-residential Property, other than as security for the performance of an obligation, all such persons shall be Members; the vote for such Lot, Exhibit C Property or parcel of Non-residential Property 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 the ownership of each Lot, Exhibit C Property or by virtue of the ownership of each Lot Equivalent.

1492-619

2. CLASS B. The Class B Member shall be the Developer who shall be entitled to nine (9) votes for each Lot, each planned and un conveyed Lot included within the projected Villages of Fireside as well as for each Lot Equivalent on account of Non-residential Property included within Exhibit A Property so long as Developer is a Class B Member. The Class B membership shall cease at the sooner of (i) the Turnover Date or (ii) ninety (90) days after total votes outstanding in the Class B membership equals the total votes outstanding in the Class A membership, it being intended that Developer shall retain control of the Association until it has conveyed ninety (90) percent of the Lots and Lot Equivalents by virtue of parcels of Non-residential Property included within the plan for Villages of Fireside. When Class B membership ceases, Developer shall become a Class A Member as to the remaining Lots and Non-residential Property as well as the remaining planned, but un conveyed, Lots and Non-residential Property that it owns.

D. Provisions Relating to Membership. No Class A member may assign, hypothecate or transfer in any manner his membership or his share in the funds and assets of the Association except as an appurtenance to his Lot, Non-residential Property or Exhibit C Property, as the case may be.

In no event shall the termination of membership either (a) relieve or release any Member or former Member from any liability or obligation theretofore incurred by virtue of or in any way connected with ownership of a Lot, Exhibit C Property or Non-residential Property or (b) impair any rights or remedies which the Association or others, including other Owners, owner of Exhibit C Property or Non-residential Titleholder, have or may have against such Member or former Member arising out of or in any way connected with the ownership of a Lot, Non-residential Property or Exhibit C Property, as the case may be.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII
INCORPORATION

The name and street address of the incorporator of these Articles is as follows:

James Menard
2301 Park Avenue
Orange Park, Florida 32073

ARTICLE VIII
OFFICERS

A. The Association shall have and the Board shall elect as its officers a President, one or several Vice Presidents, a Secretary, and a Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

B. The duties of such officers, their terms of office, the manner of their selection and removal shall be determined in accordance with the By-Laws from time to time in effect.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	James Menard
Vice President	Charles Krueger
Vice President	Paul C. Armstrong
Vice President	Shepherd E. Colledge
Secretary	Shepherd E. Colledge
Treasurer	Shepherd E. Colledge
Assistant Secretary	James Menard

ARTICLE X
BOARD OF DIRECTORS

A. The business of the Association shall be conducted and administered by the Board of Directors.

B. The number of Directors on the first Board of Directors (the "First Board") shall be five (5). The names and street addresses of the persons who are to serve as the directors until the first election are:

<u>NAME</u>	<u>ADDRESSES</u>
James Menard	2301 Park Avenue, Suite 404
Paul C. Armstrong	Orange Park, Florida 32073
Elizabeth Colledge	
Charles Krueger	
Shepherd E. Colledge	

C. Election of Directors of the Association shall be held at the annual meeting of the Association. The number of Directors may be increased or decreased from time to time as provided in the By-Laws of the Association, but shall never be less than three.

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A Director may be removed from office with or without cause, upon the affirmative vote of at least a majority of the Members at a special meeting of such Membership. In the event a Director is so removed or resigns the Members shall elect a successor Director at a special meeting. If no successor Director is elected within 30 days of the removal or resignation, then the remaining Directors shall elect a successor Director to serve for the remainder of the term of the resigned or removed Director.

D. After Developer shall not longer be a Class B Member, then any Director thereafter elected and any successor to such Director must be an Owner of a Lot, owner of Exhibit C Property or Non-residential Titleholder.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him (or them) in connection with any proceeding or litigation in which he may become involved, by reason of or arising out of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not a person is a Director or officer at the time such expenses are incurred. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance in the performance of his duties in a judicial proceeding, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of all rights of indemnification to which a director or officer may be entitled whether by statute or common law.

ARTICLE XII BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XIII AMENDMENTS

A. Amendments to these Articles may be proposed by any Member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds of the eligible votes of all members existing at the time of such meeting.

B. There shall be no amendments to these Articles which shall abridge, amend or alter the rights of the Developer or any Institutional Mortgagee without first obtaining the prior written consent of the Developer or the affected Institutional Mortgagee, as the case may be.

ARTICLE XIV REGISTERED OFFICE AND AGENT

The registered office of the Association shall be 2301 Park Avenue, Orange Park, Florida 32073 and the registered agent at such address shall be James Menard.

D. Any Director elected by Class A Members and any successor to such Director must be an Owner of a Lot, owner of Exhibit C Property or Non-residential Titleholder.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him (or them) in connection with any proceeding or litigation in which he may become involved, by reason of or arising out of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not a person is a Director or officer at the time such expenses are incurred. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance in the performance of his duties in a judicial proceeding, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of all rights of indemnification to which a director or officer may be entitled whether by statute or common law.

ARTICLE XII
BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XIII
AMENDMENTS

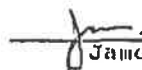
A. Amendments to these Articles may be proposed by any Member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds of the eligible votes of all members existing at the time of such meeting.

B. There shall be no amendments to these Articles which shall abridge, amend or alter the rights of the Developer or any Institutional Mortgagee without first obtaining the prior written consent of the Developer or the affected Institutional Mortgagee, as the case may be.

ARTICLE XIV
REGISTERED OFFICE AND AGENT

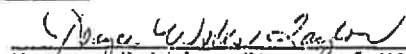
The registered office of the Association shall be 2301 Park Avenue, Orange Park, Florida 32073 and the registered agent at such address shall be James Menard.

IN WITNESS WHEREOF, the incorporator has hereunto affixed his signature, this 9th day of November, 1988.


James Menard

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of November, 1988, by James Menard.


Notary Public, State of Florida
My Commission Expires:

-5-

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Mar. 29, 1991
Bonded thru Patterson-Recht Agency

1192-5622

The Association of Villages of Fireside, Inc.,
desiring to organize or qualify under the laws of the State of
Florida with its principal place of business at Orange Park,
Florida has named James Menard, located at 2301 Park Avenue,
Orange Park, Florida 32073, as its agent to accept service of
process within Florida.

ASSOCIATION OF VILLAGES
OF FIRESIDE, INC.

By James Menard President

DATED November 9 1988

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.

Dated: James Menard 1988

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EXHIBIT E

BY-LAWS
OF
ASSOCIATION OF VILLAGES OF FIRESIDE, INC.

SECTION 1. NAME AND LOCATION

These are the By-Laws of ASSOCIATION OF VILLAGES OF FIRESIDE, INC. (the "Association") as duly adopted by its Board of Directors (the "Board"). The Association is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes.

1.1 The office of the Association shall be for the present at 2301 Park Avenue, Orange Park, Florida 32073 and thereafter may be located at any place in Clay County, Florida (the "County") designated by the Board.

1.2 The fiscal year of the club shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation; the word "Florida" and the words "Corporation Not-For-Profit".

SECTION 2. EXPLANATION OF TERMINOLOGY

The terms defined in the Declaration [referred to as such in the Articles of Incorporation of the Association (the "Articles")] are incorporated herein by reference. Further, the terms defined or referenced in the Articles are also incorporated herein by reference.

SECTION 3. MEMBERSHIP; MEMBERS MEETINGS; VOTING AND PROXIES

3.1 The qualification of Members, the manner of their admission to membership in the Association and the termination of such membership, the Classes of Members and the voting by Members shall be as set forth in Article V of the Articles.

3.2 The Members shall meet annually (the "Annual Members Meeting"). The Annual Members Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and designate in the notice of such meeting at 7:00 o'clock P.M. Eastern Standard Time, on the 2nd Tuesday in the month of October, of each year commencing with the year 1988; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board and transact any other business authorized to be transacted at such Annual Members Meeting.

3.3 Special Meetings of the Membership shall be held at any place within the County whenever called by the President, Vice President, by a majority of the Board or upon receipt of a written request from members entitled to at least one-third (1/3) of the vote of all of the members.

3.4 A written notice of all Members meetings [whether the Annual Members Meeting or Special Meetings ("Meeting")] shall be given to each Member at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than thirty (30) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the

Meeting is called. The notice of all Annual Members Meetings shall, specify the number of Directors to be elected by the members. All notices shall be signed by an officer of the Association. Any provisions to the contrary notwithstanding, notices of any meeting may be waived by any Member before, during or after such meeting, by a Member or Members, by such member signing a document setting forth the waiver of written notice.

3.5 (a) A quorum of the Membership shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the Membership.

(b) Any Member may join in the action of any meeting of members by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and questions which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which by express provision of the Villages of Fireside Documents requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6 At any Annual Members Meeting when elections of Directors are to occur, written ballots are to be supplied to Members who are entitled to vote for such purposes. At such meeting the 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 Articles. Persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Also, at any Annual Members Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of two (2) members of the Board and one (1) officer of the Association to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by majority vote of all three (3) members.

3.7 If any meeting of Members cannot be organized because a quorum thereof is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.9 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person entitled to vote. Proxies shall be in writing signed by the person giving the same and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

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3.10 At any time prior to a vote upon any matter at a meeting of Members, any Member present at the Meeting may demand the use of a secret written ballot for the voting on such matter.

SECTION 4. BOARD OF DIRECTORS; DIRECTORS MEETINGS

4.1 The business and administration of the Association shall be by its Board of Directors.

4.2 The election shall be conducted in accordance with the Articles and these By-Laws.

4.3 (a) Any person chosen as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association and shall serve for a term prescribed in Section 4.3 (b) of these By-Laws.

(b) Except as otherwise provided in the Articles the term of a Director's service shall extend until the next Annual Members Meeting, and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4 The organizational meeting of a newly elected Board 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. No further notice of the organizational meeting shall be necessary.

4.5 Regular meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors.

4.6 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided by law, in the Articles or elsewhere herein. If at any meeting of the Board there shall 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 meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall be determined by the Board.

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4.8 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.9 There shall be no Director's fee paid for services rendered as a Director; however, the foregoing shall not limit the right of a Director to be compensated for services rendered in another capacity.

4.10 Minutes of all meetings of the Board shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.11 At such time as the Board shall have five (5) or more Directors the Board shall have the power to appoint an Executive Committee of the Board consisting of not less than three (3) Directors. An Executive Committee shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.12 Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings.

4.13 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

SECTION 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include but not be limited to all powers and duties set forth in the Villages of Fireside Documents, as well as all of the powers and duties of a director of a corporation not-for-profit.

SECTION 6. OFFICERS OF THE ASSOCIATION

6.1 Executive officers of the Association shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible but no person shall hold the office of President and any of the following simultaneously: Vice President, Secretary, Assistant Secretary.

6.2 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 the President of an association or a corporation not-for-profit including, but not limited to, the power to appoint such committees at such times from among the Directors or Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

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6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the employees of the Association (which may be an officer or Director) shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of the Villages of Fireside.

SECTION 7. ACCOUNT RECORDS; FISCAL MANAGEMENT

7.1 The Association shall use the accrual method of accounting in accordance with generally accepted accounting principles and the Association shall maintain accounting records in accordance with good accounting practices, (except that depreciation need not be provided on fixed assets) which shall be open to inspection by Members or their authorized representatives at reasonable times, including any Institutional Mortgagees. Such authorization as a representative of a Member must be in writing, and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Lot, Exhibit C Property and each parcel of Non-residential Property which shall designate the name and address of the respective Owner, owner of Exhibit C Property or Non-residential Titleholder, as the case may be, the amount of Assessments charged to each Lot, Exhibit C Property and each Non-residential Parcel the amounts and due dates for such Assessments, the amounts paid upon the account and the balance due. Written summaries of the accounting records shall be available at least annually to the Members.

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7.2 The Board shall adopt a budget of the anticipated expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the month of November of each year. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board which shall reflect the estimated Association Expenses. The Budget shall reflect an allocation of Association Expenses. Upon the determination of the Budget and the amount of the Assessment, copies shall be mailed to all Members on or before December 31, of each year commencing with the 1988 calendar year.

7.3 In administering the finances of the Association, the following procedures shall govern; (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for Association Expenses which cover more than such calendar year; (iv) assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Association Expenses; (v) items of Association Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the assessments of Association Expenses and any periodic installments thereof, shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting. The accrual basis method of accounting shall conform to generally accepted accounting standards and principles but such method of accounting shall not preclude cash on hand in the Association from being carried over from year to year.

7.4 Quarterly Assessments shall be payable quarterly on the first day of January, April, July and October.

7.5 No Board shall be required to anticipate revenue from assessments or expend funds to pay for Association Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Association Expenses than monies from Assessments and all other sources, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board.

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7 A report of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his or its last known address shown on the books and records of the Association.

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SECTION 8. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing Rules and Regulations provided however, that such Rules and Regulations are not inconsistent with the terms or provisions of the Villages of Fireside Documents. Copies of any Rules and Regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing except as provided below in this Section. Where Rules and Regulations are to regulate the use of specific portions of the Recreation Area or Storage Area, such posted Rules and Regulations shall be effective immediately with their posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted Rules and Regulations which are torn down or lost shall be promptly replaced.

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SECTION 9. PARLIAMENTARY RULES

The then latest edition of "Robert's Rules of Order" shall govern the conduct of meetings of all Members of the Association and the Board provided, however, if such rules of order are in conflict with any of the Villages of Fireside Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

SECTION 10. AMENDMENT OF THE BY-LAWS

10.1 These By-Laws may be amended by the Members then entitled to vote for Directors at an Annual Members meeting of the Membership and by the Board at a regular or special meeting of the Board as more particularly described below.

10.2 An amendment may be first considered by either the Membership or the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Membership or the Board) at which such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Membership or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of at least a majority of the Membership entitled to vote present at a meeting of the Membership at which a quorum of membership entitled to vote is present and approval by the Board must be by at least a majority of the Directors present at a meeting of the Directors at which a quorum is present.

10.3 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other of the Villages of Fireside Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Developer or of an Institutional Mortgagee, as defined in the Declaration, without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10.4 Any instrument amending the By-Laws shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each such amendment shall be recorded amongst the Public Records of the County of Clay.

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