PINE BLUFF OWNERS ASSOCIATION, INC.

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Parking Fine Per Day $2.00

DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
PINE BLUFF

RECORDED: Clerk 86-8632, VOL. 6077 P. 1410

This DECLARATION OF COVENANTS AND RESTRICTIONS is made by MULTITECH CORPORATION a Florida corporation, 9951 Atlantic Boulevard, Suite 412, Jacksonville, Florida 32211 ("Developer"), this 9th day of December, 1985.

ARTICLE I

INTRODUCTION, DEFINITIONS, and CONSTRUCTION

Developer is the owner of the real property located in Duval County, Florida, more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property") in fee simple absolute subject to those matters described on Exhibit A. The Developer has caused the Property to be surveyed and platted as Pine Bluff, Unit One according to the plat thereof recorded in Plat Book 41, Pages 22, 22A, 22B, 22C of the official Public Records of Duval County, Florida. **Developer hereby restricts the use of the Property as hereinafter provided, and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions thereto made in accordance with this Declaration, shall be held, sold, and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property. This Declaration shall run with the title to the Property or any portion thereof and the grantor of any deed conveying the Property or any portion thereof shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of this Declaration.**

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents and all supplementary or amendatory instruments thereto, shall have the following meanings:

1.1 "Association" means Pine Bluff Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.2 "Board" or Board of Directors" means the Association's Board of Directors.

1.3 "Common Property" means all personal property from time to time owned by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. There is no common Area provided as part of Pine Bluff Unit One.

1.4 "Developer" means Multitech Corporation, a Florida corporation, its successors and assigns with respect to the Property, and all other Persons who acquire an interest in more than one Lot or any other portion of the Property for the purpose of development of the Property or of completing the Work.

1.5 "Law" includes, without limitation, any statute, ordinance, rule, regulation, or order validly created, promulgated, adopted, or enforced by the United States of America, or any agency, officer or instrumentality thereof, or by the State of Florida, any agency, officer, municipality, or political subdivision thereof, or by an officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any and all activities on or about the Property. As the context may admit, such term also includes the general principles of decisional law.

1.6 "Legal Documentation" means the legal documentation for Pine Bluff consisting of this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, **and all amendments to any of the foregoing now or hereafter made.** The foregoing is individually and collectively called the Legal Documents in this Declaration. Unless the context expressly requires otherwise, the words defined below whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments, and other instruments relating to all or any portion of the Property shall have the following meanings:

a) **"Declaration"** means this Declaration of Covenants and Restrictions for Pine Bluff and any supplemental declarations made in accordance herewith, as amended from time to time.
b) **"Articles"** means the Articles of Incorporation of the Association, as amended from time to time.
c) **"Bylaws"** mean the Bylaws of the Association, as amended from time to time.

1.7 "Lot" means any plot of land shown on the Plat or any recorded subdivision Plat of the Property, which is designated thereon as a lot or which is or intended to be improved with a residence, but excluding the Common Area and any areas dedicated to public use.

1.8 "Member" means each Owner as provided in Article III hereof.

1.9 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien upon any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgment, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior to dignity to all other Mortgages encumbering the same property.

1.10 "Mortgagee" means the Person(s) named as the Oblige under any Mortgage, or the successor in interest to any such Person.

1.11 "Plat" means that subdivision plat of Pine Bluff Unit One recorded in Plat Book 41, pages 22, 22A, 22B, 22C of the Official Public Records of Duval County, Florida, and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.12 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding any other Person holding such fee simple title merely as security for the performance of an obligation. Developer is an Owner to the extent of each Lot from time to time owned by the Developer.

1.13 "Person" means any natural person or artificial entity having legal capacity.

1.14 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all additions that hereafter may be made subject to the provisions of this Declaration in the manner provided in Article IX, below.

1.15 "Recorded" means filed for record in the Public Records of Duval County, Florida.

1.16 "Regulations" means any rules and regulations regarding the use of the Property or any part thereof duly adopted by the Association in accordance with the Legal Documents.

1.17 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.18 "Unit" means a single family dwelling located on a Lot as part of a duplex building, as shown on the Plat.

1.19 "Un-platted Lands" means the land in Duval County, Florida, described on Exhibit B attached to this Declaration and herein incorporated by reference.

1.20 "Interpretations"

a) Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" has the same effect as the use of the term "shall".

b) Wherever any time period is measured in days, "days" means consecutive calendar days, and if any such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday.

c) Unless the context expressly requires otherwise, the terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements.

d) This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof.

e) Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE II

PROPERTY RIGHTS AND USE RESTRICTIONS

2.1 Reciprocal Easements. There are reciprocal appurtenant easements between adjacent Lots for:

i. the maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those Persons, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction;
ii. lateral and subjacent support;
iii. overhanging roofs, eaves, pull-off parking spaces and sidewalks (and the use thereof for permitted parking purposes and pedestrian access respectively), and for maintenance thereof and trees, if any, installed by Developer as part of the Work, and their replacements;
iv. encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the provisions of this Declaration;
v. the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of Law apply to the foregoing easements.

The extent of such easements for maintenance, drainage, support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements for encroachment extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association.

There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair and replacement of any utility installations (including any television, radio cables, or utility metering devices and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot, and entry into any improvement upon a Lot is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner and upon reasonable prior notice whenever circumstances permit.

2.2 Side and Rear Lot Line Easements. As the nature of the duplex development necessitates the entry onto adjacent lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to the adjacent abutting Lot Owner, as to the side of each Lot, and the Association an easement for ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of the Unit upon such adjacent Lot to the landscaping improvements upon the adjacent Lot.

2.3 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.4 Utility and Drainage Easements. The Developer reserves certain rights as provided herein for the benefit of itself and utility companies designated by Developer to service the Property, an easement over, upon and under the Property and the specific easement areas shown on the Plat. The Developer shall have the unrestricted right, without the approval or joiner of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements, except to the extent such easements have been dedicated to governmental authorities or public utility companies.

The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, provided such use of the easements shall not unreasonably interfere with continued use and occupancy of any Unit by an Owner.

The Owners of the Lots shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the Property subject to the easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures including fences and walls, so as to encroach upon the areas upon which utility improvements have been constructed or within the easement areas designated on the Plat, nor shall they landscape such areas with hedges, trees or other large landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements or structures within such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or structures or landscape items upon written request of Developer, the Association or the grantee of the easement.

2.5 Parking Restrictions. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair or restoration of boats, trailers or additional vehicles, no vehicle, boat, or trailer may be parked, stored, kept, repaired or restored anywhere within

the Property **except functional passenger automobiles, vans, motorcycles and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles").**

SUPPLEMENTARY DECLARATION dated and recorded on 9/18/1986: RESOLVED, that a reasonable fine of $2.00 per day will be charged for violation of parking, storing, keeping, repairing or restoration of boats, trailers or additional vehicles anywhere within the Property that is visible to public view. Attached at end of this document

No owner or occupant of any Lot, or any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded.

The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations.

Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

2.6 Unit and Lot Restrictions. Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as provided in this Declaration) including the installation of window air conditioners, nor make any additions to the exterior of his unit without written approval of the Association, or Architectural Control Committee established by the Association, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work.

Since the routine landscaping maintenance for the Lot shall be the responsibility of the Associations, no material modifications shall be made to the landscaping plan established by the Developer without the prior written approval of the Association or Architectural Control Committee thereof.

2.7 Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved the Association.

In general the Association shall not approve any such items if reasonably adequate interior antenna locations are provided for such Lot by Developer as part of the Work or a master television and radio antenna system or cable system is available to such Lot.

2.8 Use of Lots.

a) **General.** Each lot shall be improved and used for single family residential purposes only, and no trade, business or profession of any kind may be conducted in, on or from any Lot. Notwithstanding the foregoing, the letting, renting or leasing of Lots for transient occupancy does not constitute a trade of business prohibited by this Article.

b) **Front Yards.** The area of each Lot between the front lot line and the exterior front wall of the building in which the Unit is located (the "Front Yard") is subject to the following restrictions:
   i. No fence, walls, storage areas, or structures of any type may be erected in the Front Yard, except a mailbox, the size, location, design and type of which have been approved by the Association.
   ii. As part of the Work, Developer has constructed paved parking spaces in the Front Yards of most Lots. Parking is permitted only in these paved pull-off parking spaces and the paved driveways on each Lot. No additional parking spaces shall

be neither constructed nor any other area used as a parking space within a Front Yard.

c) **Rear Yards.** The area of each lot between the rear lot line and the exterior rear wall of the building in which the Unit is located (the "Rear Yard") is subject in all respects to the same restrictions as the front yard, except to the extent the Rear Yard has been enclosed by an approved fence, as provided below, in which case the following restriction will apply:

i. An owner may erect a fence in the Rear Yard. The location, quality, style, color and design of any fence must be approved by the Association and such fencing must be in full compliance with this subparagraph (c). If Owner erects fence, the Association shall not be responsible for landscaping maintenance inside the fenced area.

ii. No fence, wall or hedge may exceed six (6) feet in height. No chain link, barbed wire or other forms of wire or steel fences are permitted. All fences must be constructed and painted or stained in a manner compatible with the Work, as determined in the sole discretion of the Association, and must be maintained to preserve harmony with the Work and an attractive appearance from the exterior of each Lot. It is the intention of the Association to select one or more fence type(s) compatible with the Work and to require uniform use of these fence type(s).

iii. Outdoor drying of laundry is permitted in the Rear Yard, if the drying areas are completely screened from view from adjacent Lots and any street. Clothes lines or drying racks must be of the umbrella type, no more than six (6) feet in height from ground level unless otherwise approved in writing by the Association.

d) **Side Yards.** The area of each Lot between the side Lot line and the exterior side wall of the building in which the Unit is located and bounded by the extensions of the front and rear walls of the Unit (the "Side Yard") is subject in all respects to the same restrictions as the Front Yard except as provided in subparagraph (c) above.

e) **Unit Size.** The minimum interior square footage of any unit constructed upon a Lot shall be 800 square feet, if containing two bedrooms and 950 square feet if containing three bedrooms.

2.9 Animals and Rubbish. No animals, livestock or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two (2) dogs, two (2) cats, or two (2) caged birds (or any combination thereof not exceeding two (2) animals) may be kept on Lots subject to the Association's rules and regulations, provided such pets are not kept, bred or maintained for any commercial purposes and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. The size of the animal shall be restricted in size to twenty-five (25) pounds or less.

Rubbish Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except (a) inside the improvement on each Lot, (b) or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

2.10 Sewage Disposal and Water Service. City of Jacksonville or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kink shall be dug or drilled on the Property to provide potable water for use within any structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the Utilities Company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation, or for air conditioning purposes. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground. All sewage must be disposed of through the sewer lines and disposal plant owned or controlled by the City of Jacksonville. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the

sewer system. The City of Jacksonville, or its successors or assigns, has a nonexclusive perpetual easement, in, over and under the areas described on the Plat as "5' Easement or 5' Non-Access Easement" or similar wording as described in Article II for the purpose of installation, maintenance and operation of water and sewage facilities.

2.11 General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a) **Signs.** No sign of any kind except a "for sale" sign or "for rent" sign of standard size approved by the Association, shall be displayed to public view within the Property except customary name and address signs approved by the Association.

b) **Window Coverings.** Window coverings visible from the front of any Lot shall be white backed or of white fabric to provide a uniform appearance within the Units. Mini-Blinds of a neutral color shall be acceptable. No windows may be covered with aluminum foil nor may windows be used for any display purposes.

c) **Improvements.** No overhead wires, picnic areas, detached outbuilding sheds, shacks or trailers or other temporary structures shall be permitted to be placed or maintained on any Lot. See 2.8 (c) Rear Yards.

2.12 General Prohibitions and Indemnity. (Annoyance or Nuisance.) No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of Law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done within the Property that may constitute any annoyance or nuisance to any Owner or to any other Person at any time lawfully occupying any Lot.

Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from all damage or waste caused by such Owner, or by any occupant of such Owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Owner if, at the time of such act or omission, such Owner has insurance in force complying with the requirements of this Declaration or such additional reasonable insurance requirements the Association from time to time may establish.

Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

2.13 Rules and Regulations. No owner or other Person occupying any Lot, or any invitee shall violate the Association's rules and regulations for the use of the Property. All Owners and other Persons occupying any Lot, and their invitees, at all times shall do all things reasonably necessary to comply with such rules and regulations. Wherever any provisions of this Article prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing unless and until the Association promulgates rules and regulations expressly permitting the same.

Without limitation, any rule or regulation will be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

2.14 Setbacks. No improvements shall be constructed upon any portion of a Lot unless the same shall be in compliance with the applicable construction setback lines established by the zoning regulations of the City of Jacksonville and as approved by the Association as elsewhere provided herein.

2.15.1 Maintenance of Lakes and Storm Water Discharge System.

a) Only the ~~Developer or~~ Association shall have the right to pump or otherwise remove any water from any lake within the Property or adjacent or near the otherwise remove any water from any lake within the Property or adjacent or near the Property for the purpose of irrigation or other use, or to place any material in such lake or lakes located within, adjacent to or near the Property.

b) No Owner shall take any action or fail to take any action as to such Owner's lot that could impede or interfere in any way with the overall drainage plan.

~~c) The Developer (and, after assignment of such right to the Association,~~ the Association) shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and irradiation of plants, fowl, reptiles, animals, fish and fungi in and on any such lake and shall have the responsibility to maintain the lakes and any drainage structures located therein or otherwise comprising the storm water discharge/surface water management system (the "storm water discharge system") serving the Property, in accordance with the rules of the Florida Department of Environmental Regulation, the St. Johns River Water Management District, or other governmental entities having jurisdiction.

d) No gas or diesel driven boat shall be permitted to be operated on any such lake.

e) Lots which now, or may hereafter be, adjacent to a lake area (the "lake parcels") shall be maintained so that such grass, planting or other lateral support as is necessary to prevent erosion of the embankment adjacent to the lake, is preserved. The height, grade and contour of such embankment shall not be changed without prior written consent of the Association. If the Owner of any lake parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel.

f) No docks or other structures shall be constructed on such embankments unless and until same have been approved by the Association.

g) No bulkheads shall be permitted to be constructed without the prior written consent of the Association.

h) The ~~Developer or the~~ Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake, or other area comprising a part of the storm water discharge system serving the Property.

i) The ~~Developer or the~~ Association shall have the right to deny such use to any person who in the opinion of ~~Developer or~~ the Association may create a nuisance or participate in a disturbance on any part of the surface waters of any such lake, or other area.

2.15.2 The Developer hereby grants to the Association, its successors and assigns, a non-exclusive easement over the Property for purposes of performing the maintenance of the lake areas, drainage areas and structures comprising a part of the storm water discharge system serving the Property as described above. The Association, its successors and assigns shall not use the easement granted hereby in any manner so as to materially and adversely affect the property interest of any Owner.

2.15.3 The Association shall maintain public liability insurance which insures against any liability arising from any Owner's interest in, and/or the Association's responsibilities relating to, any lake area located within, adjacent to, or near the Property. Any such policy of insurance shall name the Owners of lake parcels as co-insured with the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates.

~~Except for the Developer~~, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

3.2 Classification. The Association has two classes of voting membership:

a) **Class A.** So long as there is Class B membership, Class A members are all Owners except Developer and are entitled to one vote for each Lot owner. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

~~b) **Class B.** The Class B member(s) is Developer and is entitled to two votes for each Class A vote. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, which ever occurs first:~~

~~i. when there are less than five (5) lots within the Property or less than five (5) planned Lots according to Developer's preliminary plat or unplatted Property, whichever occurs last: or~~

~~ii. five (5) years from the date of this Declaration is Recorded: or~~

~~iii. when the Developer waives in writing the Class B votes and membership.~~

3.3 Co-Ownership. If more than one Person holds the Record title to any Lot, all such Persons are members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing.

If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

3.4 Extraordinary Action. The Association's Articles of Incorporation provide that certain actions of the Association as described in the Articles require the approval of a supermajority of the members. ~~In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.~~

3.5 Amplification. The provisions of this Article are amplified by the Association's Articles and Bylaws; but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration, on the one hand, and the Articles and Bylaws on the other, be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer

intends that the provisions of this Declaration control anything in the Articles and Bylaws to the contrary.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Landscaping and Yard Maintenance. The Association shall provide routine landscaping maintenance for each Lot in a manner and with such frequency as is consistent with good property management which shall be charged to each Owner as a special lot assessment provided in Article V hereof. Such maintenance shall include: maintenance and care (but not replacement) of trees, shrubs, grass and other similar green areas, lying within the Lot. Such routine maintenance shall not include any items specifically mentioned herein, including, without limitation, glass surfaces on doors, screens and screen doors, exterior door and window fixtures, terraces (including patio and deck improvements within the Limited Private Areas) or painting of exterior walls of the Unit, roofs, gutters and downspouts or repair or replacement of fencing. Nothing contained herein shall require the Association to perform any maintenance, repair or restoration due to fire or other casualty to the Lot.

4.2 Insurance. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

4.3 Exterior Unit Maintenance. In the event an Owner of any Lot in the Property shall fail to maintain the exterior of his Unit after reasonable notice specifying the maintenance of repair item in a manner satisfactory to the Board of Directors, the Association, after approval by not less than seventy-five percent (75%) of the members of the Board of Directors shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the exterior of the Unit and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

4.4 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's rules and regulations. The Association may contract with others to furnish trash collection, insurance coverage, building maintenance or other services or materials, to all Lots or to any group of Lots; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

4.5 Personal Property. The Association may acquire, hold and dispose of tangible and intangible persona property, subject to such restrictions as from time to time may be contained in the Association's Articles and Bylaws.

4.6 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and Common Area (if any), or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents as they from time to time may be amended.

The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community.

The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority ~~of both classes~~ of membership present and voting at any regular or special meeting convened for such purpose provided that no rule, regulation, decision or other action that reasonably may have the effect of waiving, lessening, impairing or otherwise interfering with the scope of enforcement, or both, of any restriction imposed upon the Property by this Declaration shall be effective ~~without the written approval of the Developer.~~

The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person or through representatives of such Owner's choosing.

4.7 Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by the Legal Documents and every other right, power or privilege so granted or reasonably necessary, convenient or desirable to effectuate the exercise of any right, power or privilege so granted.

4.8 Access by Association. The Association has a right of entry onto the exterior of each Lot and Unit located thereon to the extent reasonably necessary to discharge its rights of exterior maintenance, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit.

Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area (if any) or any Unit. No owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time and in a peaceful and reasonable manner.

The Association's right of entry may be exercised by its agents, employees, contractors and managers, and by the agents or employees of any such contractor or manager.

4.9 Termite and Pest Protection. The Association shall annually cause the Unit to be inspected by a certified pest control operator for termites and shall maintain a termite bond* with respect to each unit. The Association shall provide each Owner with a copy of each annual inspection and evidence that the bond* is in full force and effect. The Association shall cause periodic extermination service to be provided to the Units, not less than monthly, by a certified pest control operator. Also provided in Article II, Purposes; paragraph (b) of the Articles of Incorporation.
*** Should read Termite Retreatment Bond or Warranty. This does not include wood damage replacement. There was never a bond for damage replacement from the developer.**
EPA LAWS RESTRICT THE USE OF PESTICIDES. PEST CONTROL IS QUARTERLY.

ARTICLE V

COVENANTS FOR ASSESSMENTS

5.1 Assessments Established. For each lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed or other conveyance of Record title to such Lot, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

a) An Annual Assessment, as defined in paragraph 2 of this Article:

b) Special assessments, as defined in paragraph 5 of this Article;

c) Special lot assessments as provided in paragraph 5 of this Article:

d) Specific assessments against any particular Lot that is established pursuant to any provisions of the Legal Documents, as provided in paragraph 6 of this Article; and

e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due.

Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

5.2 Purpose of Assessments. The annual assessments levied by the Association must be used exclusively to promote the recreation, health, safety and welfare of the residents and occupants within the Property and for the operation, management, maintenance and repair of the landscaping improvements as described herein attributable to all Lots. To effectuate the foregoing, the Association shall levy an Annual Assessment and shall maintain adequate reserves to provide and be used for:

a) to the extent Common Area (if any) is conveyed to the Association, the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Property, services and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management and supervision thereof; and

b) All general activities and expenses of the Association incurred in the administration of the powers and duties granted there under and pursuant to Law.

5.3 Amount.

a) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum monthly maintenance assessment shall be thirty dollars and no cents ($30.00) for each fully assessable Lot. The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum monthly assessment for the following year for each Lot, provided that the maximum monthly assessment may not be increased more than ten percent (10%) above the maximum monthly assessment for the previous year unless otherwise approved by two-thirds (2/3) of ~~each class of those~~ members present in person or by proxy and voting at a meeting duly convened as provided hereunder.

c) The amount of the Monthly Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable monthly without interest so long as not more than fifteen (15) days delinquent. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Monthly Assessment then in effect will continue for such fiscal year.

5.4 Special Assessments for Capital Improvements.

a) In addition to the Monthly Assessment, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any purchase of additional real property for the use and benefit of Owners, or construction, renewal, repair or replacement of personal property or capital improvements upon any Common Area (if any), provided that such assessment is approved by two-thirds (2/3) ~~of each class~~ of those members present in person or by proxy and voting at a meeting duly convened for such purposes.

b) In addition to the assessments authorized above, the Association shall levy in any assessment year, a special assessment against a particular Lot ("special lot assessment") for the purpose of defraying the cost of routine landscaping and yard maintenance provided to each Lot by the Association, the cost of termite bond protection and extermination services provided to the Unit (and fence construction or repair if contracted by the Association). These costs shall be assessed based on the costs incurred as to each Lot and Unit for the services provided and need not be uniform as to each Lot. A special Lot assessment shall be due and payable to the Association (i) within ten (10) days from date of notice of payment due from the Association or (ii) in accordance with the due date established for a Monthly Assessment if assessed by the Board in conjunction with the Monthly Assessment.

5.5 Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of any Owner or occupant of such Owner's Lot or arising by reason of any Owner's failure to properly maintain the exterior of his Unit, or failure to maintain adequate insurance as required herein, also may be assessed by the Association against such Owner's Lot after such owner fails to pay it when due and such default continues for thirty (30) days after written notice.

5.6 Uniformity of Assessments. The Monthly Assessment and any special assessments must be uniform throughout the Property; provided, however, ~~the Monthly Assessment against any Lot in which Developer owns any interest and which is not being occupied as a resident may be fixed by the Board of Directors for so long as there is a Class B membership in the Association in the amount not less than twenty-five percent (25%)~~ not more than one hundred percent (100%) of the amount of the applicable Monthly Assessment against Lots owned by the Class A members of the Association then in effect; ~~provided that Developer funds deficits, if any,~~ between the aggregated amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period of control. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

5.7 Commencement of Monthly Assessment. The Monthly Assessment begins as to all Lots within the Property on the first day of the month following the Recording of the first transfer of title by Developer of any Lot therein to an Owner other than Developer. If the operation of this Declaration is extended to additional lands, as provided herein, then the Monthly Assessment begins against all Lots within each such extension on the first day of the first month following the Recording of the first transfer of title by Developer to any Owner other than Developer of any Lot therein. The first Monthly Assessment against any Lot shall be prorated according to the number of days then remaining in the month. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Monthly Assessment against a specific Lot has been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

5.8 Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such Lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot.

Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is Recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating such lien. The Recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority.

The Association may, but is not required to, Record a notice of lien to further evidence the lien established by this Declaration as to any lot against which the Monthly Assessment is more than thirty (30) days delinquent.

5.9 Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen percent (18%) per annum, not to exceed the maximum rate from time to time permitted under the laws of the State of Florida.

The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area (if any), or common services provided by the Association or by abandonment of such Owner's Lot.

A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

5.10 Foreclosure. The liens for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs, and expenses of foreclosure including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed.

Such Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested for foreclosure.

The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as an owner, but for purposes of resale only.

If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner or such deficiency, in its sound judicial discretion.

5.11 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

5.12 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that becomes due before such sale or

transfer. No such sale or transfer relieves such Lot from Liability for assessment thereafter becoming due, or from the Association's lien.

The Association shall report to any First Mortgage of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgage thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such First Mortgage had given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given.

ARTICLE VI

OBLIGATIONS OF OWNERS

6.1 Exterior Unit Maintenance.

(a) Owner Responsibility. Subject to the provisions of Section 4.1 of this Declaration, each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Unit, including without limitation, the roof, gutters, downspouts and exterior building surfaces and their replacements, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, parking areas and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer as part of the Work.
The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty.

All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the Work, subject to normal wear and tear that cannot be avoided by normal maintenance.

As to maintenance items requiring normal periodic maintenance, such as painting and staining, all Owners within a building shall perform such maintenance at substantially the same time, except to the extent more frequent maintenance or portions of a building may be required due to exposure to the sun or other conditions causing accelerated weathering.

Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units and shall be liable to all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of their Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the Association. Owners shall use only roof material, paint, and stain colors approved by the Association when performing repair and maintenance or when repainting or staining the exterior of their Units.

(b) Association Authority. If

(i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair items and

(ii) not less than seventy-five (75%) percent of the members of the Associations' Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article V, Covenants for Assessments; paragraphs 5.4 (b), 5.5 and 5.6 of this Declaration and Article IV, Right and Obligations of the Association; paragraph 4.3 of this Declaration.

6.2 Insurance. Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location, and use of his Unit. Each Owner shall provide the Association with a Certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided however, nothing herein shall be deemed to require the Association to provide such service.

Such policies shall provide that insurance proceeds payable on account of loss of, or damage to a Unit shall be payable solely to the owner's mortgagee, if any, and the Owner except in the case of damage to more than one (1) contiguous unit(s) in which case the damage shall be adjusted with the carrier by the Association and the proceeds shall be payable to the Association, as trustee for the Owner(s) of the Units damaged and the Owner's mortgagee, if any. Such insurance proceeds shall be applied to repair or restoration of the Property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Lot Owner, members of the Lot Owners' family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause and "no other insurance" clause.

In the event of damage or destruction by fire or other casualty to any Property covered by insurance payable to the Association as trustee for the home owners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract or rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at lease one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to as good condition as formerly, the Board of Directors shall levy a special assessment, as provided in Article V, against all owners of the damaged residences in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportion as the Board of Directors deem fair and equitable in the light of the damage sustained by such residences. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

In the event of damage or destruction to a Unit by fire or other casualty, the proceeds of which are payable to the Unit Owner, and applicable mortgagee, with the concurrence of the mortgagee, the damaged Unit shall be repaired or restored to its pre-existing condition as soon as reasonable practical. The Lot shall be restored to a clean and sightly condition subsequent to any such damage or destruction.

ARTICLE VII

ARCHICTECTURAL CONTROL

7.1 Architectural Control (Review) Committee. The Developer shall appoint as a standing committee the Architectural Control Committee, (the "Committee") composed of three or more persons who need not be Owners. ~~The Developer shall retain the right to appoint the Committee members until the first to occur of (i) the sale of Developer of all Lots in the Property and the Unplatted Lands or (ii) ten (10) years from the date this Declaration is Recorded~~. Thereafter the Board of Directors shall appoint the Committee members. Any references in the Legal Documents to architectural control approval by the Association shall be deemed to require the approval of the Committee.

No member of the Committee shall be entitled to compensation for services performed. The Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds.

7.2 Committee Authority. ~~Unless the Developer is specifically designated by this Declaration to regulate a particular item,~~ the Committee has full authority to regulate the use and appearance of the exterior of the Property to:

i. assure harmony of external design and location in relation to surrounding buildings and topography
ii. protect and conserve the value and desirability of the Property as a residential community
iii. maintain, to the extent reasonably practical, the exterior design and appearance of the improvements located on the Property, including the exterior of Units, in substantially the same appearance and condition as existed at the completion of the Work
iv. maintain uniformity of external appearance among the improvements located on the Property, including the exterior of Units

The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community.

The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided however, such rules and regulations are:

i. consistent with the provisions of this Declaration
ii. if the Board has not constituted itself as the Committee then approved by the Board before taking effect

Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association.

7.3 Committee Approval. Except for direct replacements of items installed by Developer as part of the Work, the Committee's prior approval is required for any and all changes (including color changes and landscaping modifications), alterations, additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any Lot or Unit within the Property, unless any structure, use or activity is expressly permitted by the Committee's promulgated rules and regulations.

7.4 Applications. All applications to the Committee must be accompanied by reasonably detailed plans and specifications. The Committee's approval will be deemed given if the Committee does not approve or disapprove any application within thirty (30) days after receipt.

If no suit to enjoin or remove any structure, activity, use, change, alternation or addition in violation of any provisions contained in this Declaration is commenced within six (6) months following it completion, and a lis pendens or other notice if the pendency of such action Recorded, the Committee's approval also will be deemed given as to all Persons without knowledge of such violation, except the Owner

creating such violation. In all other events, the Association's procedures for review and enforcement of the provisions of this Article at all times must provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person and be representatives of such Owner's choosing.

7.5 Standards. All action by the Association with respect to architectural controls shall:

a) assure harmony of external appearance, design, materials, and location in relation to surrounding buildings and topography within the Property
b) protect and conserve the value and desirability of the Property as a residential community
c) be consistent with the provisions of the Legal Documents
d) be in the best interests of all Owners in maintaining the value and desirability of the Property as residential.

ARTICLE VIII

PARTY WALL

8.1 General Rules of Law to Apply. Each **wall or fence** built as a part of the Work upon the Property and placed on the dividing line between Lots **is a party wall** and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability for property damage caused by intentional, willful or negligent acts or omissions apply.

8.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use.

In the event that any Owners should fail, to refuse, or perform, or pay for any maintenance repairs or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida.

The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made within thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner, by certified or registered mail, postage mail, postage prepaid and deposited in the United States Mail.

After expiration of the thirty (30) days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event, the delinquent Owner shall be indebted to the affected Owner, for the expense of the maintenance, repairs or restorations and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar, as practicable as that provided by the Florida Mechanic's Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Mechanic Lien Law, including but not limited to the rules contained in the statute for discharge of liens, duration of liens and transfer of liens to security.

No lien acquired under the provisions shall be superior to or effective against any bonafide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

8.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not repaired by the Owner as required herein, any Owner of a Lot abutting the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of Law regarding liability for negligent, willful or intentional act or omissions.

8.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

8.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

8.6 Easement. In the event that there shall be located within any party walls pipes, vents, outlets, or other structures having one or more Lots or Units, the Owner of each lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet or other structure.

ARTICLE IX

OPERATION AND EXTENSION

9.1 Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of the Association, Developer and each Owner, their respective heirs, successors and assigns.

9.2 Effect Upon Unplatted Lands. With respect to the Unplatted Lands, the provisions of this Declaration are not self executing and shall be of no legal force and effect unless and until from time to time extended to all or any portion of the Unplatted Land by Developer recording an amendment to this Declaration, declaring all or a part of the Unplatted Land to be subject to the provisions hereof. Developer may execute and record such an amendment or amendments including designation of future Common Areas without the consent or joinder of any Owner, the Association or any other Person, so long as the addition of any such lands is in accord with the general plan. The provisions of this Declaration then automatically shall be extended to the portion of the Unplatted Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, neither this Declaration, nor any provision hereof, constitutes an encumbrance, cloud, doubt or suspicion upon the title to all or any portion of the Unplatted Lands. If the provisions of this Declaration have not been so extended to all of the Unplatted Lands on or before fifteen (15) years from the date this Declaration is Recorded, then this Declaration shall be null, void and without further legal effect with respect to any portion as to which it has not been so extended.

9.3 Extension upon Other Lands. The extension of the provisions of this Declaration to any lands other than the Unplatted Lands shall require the approval of two-thirds (2/3) of each class of those members present and voting in person or by proxy at a meeting duly convened for such purpose. Such extensions shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in Lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE X

ENFORCEMENT

10.1 Enforcement. ~~The Developer~~, the Association, or any Owner has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents.

If the Association ~~or Developer~~ is the prevailing party in any litigation involving the Legal Documents or any of the Association's rules or regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents or of any such rule or regulation against any other Owner, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in negotiation, trial and appellate proceedings.

In no event may such costs and expenses be recovered by an Owner against the Association, or Developer, unless otherwise provided by Law. If the Association is such a prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in the Article entitled "Covenant for Assessments."

If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, at the discretion of the Board of Directors.

Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, above, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until forty (40) years from the date this Declaration is Recorded (Recorded on 12/9/1985), whereupon they automatically shall be extended for successive renewal period of ten (10) years each, unless seventy-five percent (75%) of the then Owners elect not to re-impose them as evidenced by an instrument executed and Recorded during the six months immediately preceding the beginning of any renewal period.

10.3 Amendment.

~~a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person~~

~~i. to amend this Declaration to comply with any requirements of a governmental agency or institutional First Mortgage willing to make, insure or purchase mortgage loans secured by a Lot~~

~~ii. to amend this Declaration to cure any ambiguity in or any inconsistency between these provisions.~~

b) Owners. Subject to specific provisions of this Declaration which shall supercede the provisions of this paragraph, this Declaration may be amended

i. on or before forty (40) years from the date it is Recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than seventy-five percent (75%) of all Owners, and

ii. thereafter by such instrument signed by not less than sixty percent (60%) of all Owners. No amendment shall be effective until Recorded but the Association's

proper execution shall entitle it to public record, notwithstanding the informal execution by the Requisite percentage of Owners.

10.4 Notice and Quorum. Whenever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purposes, written notice of such meeting must be given to all members not less than fifteen (15) days, nor more than sixty (60) days, in advance of such meeting, setting forth its purpose. The presence in person or by proxy, of members entitled to cast at least one-half (1/2) of the votes ~~of each class of membership~~ constitutes a quorum, ~~if the action must be approved by both classes of membership, or of the Class A members, if there is no Class B membership.~~

If the required quorum is not present or represented, the members entitled to vote shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Proxies must be registered with the Secretary of the Association prior to members meetings.

10.5 Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Declarant (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of fifty percent (50%) of the First Mortgages within the Property;

i. amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and Article X, Section 10.3 (a); and
ii. amendment of Articles of Incorporation of the Association; and
iii. the merger, consolidation or dissolution of the Association

10.6 Rights of First Mortgages. Any First Mortgage has the following rights:

a) **Inspection.** During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records and papers of the Association; and

b) **Financial Statements.** Upon written request to the Secretary of the Association to receive copies of the annual financial statements of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

c) **Meetings.** To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meetings, but in no event entitled to vote thereon.

d) **Notices.** By written notice to the Secretary of the Association, and upon payment to the Association by any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee giving notice to the Association shall be entitled to written notice of

i. any condemnation or casualty loss affecting a material portion of the Property or any Unit encumbered by its First Mortgage,
ii. lapse, cancellation or material modiciation of insurance coverage or fidelity bond maintained by the Association; and
iii. any proposed action requiring the consent of a specified percentage of mortgage holders.

10.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, construed, applied or enforced to prevent Developer, or its contractors, subcontractors, agent and employees from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work, including:

a) **Structures.** Erecting, constructing and maintaining such structures, including one or more model homes, as may be necessary or convenient for conducting Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise.

b) **Business.** Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels by sale, lease or otherwise and conducting resales of Lots within the Property, including the operation of one or more sales, business or construction offices, or any combination.

c) **Signs.** Maintaining such sign or signs as are necessary, convenient or desirable in connection with the sale, lease or other transfer of the Property in parcels.

As used in this paragraph, the term "its transferees" specifically does not include purchaser of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Property for all uses and activities necessary, convenient or desirable for completing the Work, such easements to be exercised so as not to cause any material damage to the Property or the Unplatted Land that is offered for sale in the ordinary course of Developer's business.

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR PINE BLUFF

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made this 18th day of September, 1986, by **MULTITECH CORPORATION**, a Florida Corporation ("Developer").

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions for Pine Bluff dated December 9, 1985, was recorded in Official Records Book 6077, page 1410, of the public records of Duval County, Florida, as corrected by Corrective Declaration of Covenants and Restrictions dated **September 17**, 1986, and recorded in the public records of Duval County, Florida, under Clerk's File Number **86-111788** ("Declaration"), which by this reference is hereby incorporated herein in its entirety; and

WHEREAS, Developer is the owner of real property constituting the Unplatted Lands, as such term is defined in the Declaration, and Developer desires to subject the Unplatted Lands to all of the terms, conditions and provisions as contained in the Declaration, as provided for under the terms of Article IX of the Declaration.

NOW, THEREFORE, Developer hereby declares that all property constituting the Unplatted Lands and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters as set forth as set forth in the Declaration. Developer hereby reserves the right to designate any portion of the Unplatted Lands as Common Property, as such term is defined in the Declaration, in accordance with the general plan.

IN WITNESS WHEREOF, Developer has caused this Supplementary Declaration of Covenants and Restrictions for Pine Bluff to be properly executed by its duly authorized officer as of the date first above written.

Signed, sealed and delivered in the present of:

Marjorie T. Hoenark (Signature)
Martha F York (Signature)

MULTITECH CORPORATION

By: William E. Driscoll (Signature)
William E. Driscoll
President

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 19th day of September, 1986, by William E. Driscoll, as President of Multitech Corporation, a Florida corporation, on behalf of the corporation.

Martha F. York (Signature)
NOTARY PUBLIC, State of Florida
At Large.

PREPARED BY AND RETURN TO:
Martha F. York
Multitech Corporation
MULTI/0004 9951 Atlantic Blvd.
Suite 412
Jacksonville, FL 32211

My commission expires:
86-111789
Oct 23 10:41 AM

ACTION BY BOARD OF DIRECTORS OF

PINE BLUFF OWNERS ASSOCIATION

OF JACKSONVILLE, INC.

WITHOUT A MEETING BY WRITTEN CONSENT

Pursuant to Florida Statute 607.134 and Article III of the Bylaws of this Association, all of the directors of Pine Bluff Owners Association of Jacksonville, Inc. (the "Association"), adopt the following resolution and consent to the taking of the following action:

RESOLVED, that a reasonable fine of $2.00 per day will be charged for violation of parking, storing, keeping, repairing or restoration of boats, trailers or additional vehicles anywhere within the Property that is visible to public view.

IN WITNESS WHEREOF, the undersigned have executed this consent as of November 21, 1986.

William E. Driscoll (Signature)
William E. Driscoll

David R. Shields (Signature)
David R. Shields