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 DECLARATION OF RESTRICTIONS:
 THE TOWNHOUSES
 AT
ST. AUGUSTINE BEACH AND TENNIS CLUB

I N D E X

<u>Section</u>	<u>Title</u>	<u>Page</u>
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ARTICLE I

DEFINITIONS AND CONSTRUCTION

1	Association	1
2	Board or Board of Directors	1
3	Common Area	1
4	Developer	1
5	Law	2
6	Lot	2
7	Mortgage	2
8	Mortgagor	2
9	Owner	2
10	Person	2
11	Properties	3
12	Recorded	3
13	The Work	3
14	Unplatted Lands	3
15	Documentation	3
	(a) Declaration	3
	(b) Articles	3
	(c) By-Laws	3
16	Interpretation	4

ARTICLE II

PROPERTY RIGHTS

1	Owner's Easements of Enjoyment	4
	(a) Fees	5
	(b) Suspension	5
	(c) Dedication	5
	(d) Rules and Regulations	5
2	Delegation of Use	6
3	Right of Access	6
4	Parking Rights	6
5	Rights of Use	7
6	Reciprocal Easements	8
7	All Rights and Easements Appurtenances	8
8	Utility Easements	9
9	Antennas	9
10	Use of Lots	9
11	Animals and Rubbish	10
12	General Restrictions	10
	(a) Obstructions	10
	(b) Alterations	11
	(c) Activities	11
	(d) Signs	11
	(e) Waterbodies	11
13	General Prohibitions and Indemnity	11
14	Rules and Regulations	12
15	Ownership Rights Limited to Those Enumerated	12

This instrument prepared by Leslie D. Schiff
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St. Augustine Beach & Tennis Club



EXHIBIT A

Return to Title Insurance Co., Inc.
 120 E. Forsyth Street
 Tampa, Florida 33602

Title Insurance Co., Inc.

120 E. Forsyth Street

<u>Section</u>	<u>Title</u>	<u>Page</u>
16	Provisions Inoperative as to Initial Construction	13
	(a) Structures	13
	(b) Business	13
	(c) Signs	14
17	Access by Certain Parties	14
18	Access by Association	14

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1	Membership	15
2	Classification	15
	(a) Class A	15
	(b) Class B	16
3	Co-Ownership	16
4	Amplification	16

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1	The Common Area	17
2	Exterior Maintenance	17
3	Services	19
4	Personal Property	19
5	Rules and Regulations	19
6	Implied Rights	20
7	Restriction on Capital Improvements	20

ARTICLE V

COVENANT FOR ASSESSMENTS

1	Assessments Established	20
2	Purpose of Assessments	21
3	Amount	22
4	Property Taxes	22
5	Special Assessments for Capital Improvements	23
6	Specific Assessments	23
7	Uniformity of Assessments	23
8	Commencement of Annual Assessment	24
9	Lien for Assessments	25
10	Remedies of the Association	25
11	Foreclosure	25
12	Homesteads	26
13	Subordination of Lien	26

ARTICLE VI

ARCHITECTURAL CONTROL

1	Architectural Control Committee	27
2	Committee Authority	27
3	Committee Approval	28
4	Applications	28
5	Procedure	28
6	Standards	29

INDEX

REC 461 PAGE 745

<u>Section</u>	<u>Title</u>	<u>Page</u>
ARTICLE VII		
<u>PARTY WALLS</u>		
1	General Rules of Law to Apply	29
2	Sharing of Repair and Maintenance	30
3	Destruction by Fire or Other Casualty	30
4	Weatherproofing	30
5	Right to Contribution Runs with Land	30
ARTICLE VIII		
<u>OPERATION AND EXTENSION</u>		
1	Effect Upon Platted Lands	30
2	Effect Upon Unplatted Lands	31
3	Other Extensions	31
ARTICLE VIII - A		
<u>RETAINED PREROGATIVES</u>		
1	Developer Prerogatives	32
	(a) Extraordinary Action	32
	(b) Architectural Control	32
	(c) Restrictions	32
2	Rental Pool Prerogatives	33
3	Disclaimer	34
ARTICLE IX		
<u>GENERAL PROVISIONS</u>		
1	Enforcement	34
2	Amendment	35
3	Meeting Requirement	36
4	Other Approvals	36
5	Rights of Mortgagees	37
	(a) Inspection	37
	(b) Financial Statements	37
	(c) Meetings	37
6	Severability	37

DECLARATION OF RESTRICTIONS:
THE TOWNHOUSES
AT
ST. AUGUSTINE BEACH AND TENNIS CLUB

THIS DECLARATION is made by MARLOW INVESTMENTS, N.V., a Netherlands Antilles Corporation, and TPA 912, INC., a Florida corporation, joint venturers d/b/a "ST. AUGUSTINE U.S.A. JOINT VENTURE" ("Developer"), this 10th day of Sept, 1980, and WITNESSES as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration and in the other Legal Documents described below:

Section 1. "Association" means SABTC Townhouse Association, Inc., a corporation not for profit organized of to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "Common Area" means all property from time to time owned by the Association for the common use and enjoyment of all Owners. The Common Area initially consists of the lands described on Exhibit "A" attached to this Declaration and here incorporated by reference, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and the benefit of any and all appurtenant easements.

Section 4. "Developer" means Marlow Investments, N.V., and TPA 912, Inc., their respective successors and assigns with respect to the Properties, and all other Persons who acquire an interest in all or any portion of the Properties by,

through, or under either or both of such entities for the purpose of completing the Work.

Section 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, or any agency, officer, municipality, or political subdivision thereof, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any and all activities on or about the Properties. As the context may admit, such term also includes the general principles of decisional law.

Section 6. Lot means any plot of ground shown on any Recorded subdivision plat of the Properties, other than the Common Area and any areas dedicated to public use.

Section 7. 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 judgement, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

Section 8. Mortgagor means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

Section 9. 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 Developer.

Section 10. Person means any natural person or artificial entity having legal capacity.

Section 11. Properties means the lands in St. Johns County, Florida, described on Exhibit "B" attached to this Declaration and here incorporated by reference, together with all additions that hereafter may be made subject to the provisions in this Declaration in the manner provided in Article VIII, below.

Section 12. Recorded means filed for record in the Public Records of St. Johns County, Florida.

Section 13. The Work means the initial development of all or any portion of the Properties as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Properties 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.

Section 14. Unplatted Lands means the lands in St. Johns County, Florida, described on Exhibit "C" attached to this Declaration and here incorporated by reference.

Section 15. Documentation The legal documentation for the Townhouses at St. Augustine Beach and Tennis Club consists of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. The foregoing are individually and collectively called the "Legal Documents" in this Declaration. Unless the context expressly requires otherwise, the following terms mean as follows wherever 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 Properties:

(a) Declaration means this Declaration, as from time to time amended.

(b) Articles means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(c) "By-Laws" means the BY-LAWS of the Association, and its successors, as from time to time amended.

Section 16. Interpretation. 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." 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. Unless the context expressly requires otherwise, the terms "Common Area," "Lot," and "Properties" 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. 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 Properties by providing a common plan for the development and enjoyment thereof. 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 Section apply to the interpretation, construction, application, and enforcement of all of the Legal Documents.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot, subject to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any recreational facility owned or controlled by the Association, or provided for its exclusive or non-exclusive benefit, for the same period; and (iii) to suspend any Owner's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication or transfer must be approved by at least 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 purpose, as provided in Article IX, § 3, of this Declaration, and executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Common Area, as provided below.

The foregoing easement is limited to using the Common Area for its intended purposes in a reasonable manner; and, with respect

to any particular use or activity, it is limited to those portions of the Common Area from time to time improved or otherwise suitable for such use or activity.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation to invitees is subject to the Association's rules and regulations.

Section 3. Right of Access. Each Lot that otherwise lacks legal access to a dedicated public street has an easement for pedestrian and vehicular ingress and egress over, across, and through the Common Area, which may be exercised by any Person requiring or permitted access to such Lot for any lawful purpose. Such easement is exclusive as to any driveway situated in whole or in part upon the Common Area and servicing such Lot exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to such Lot, except that the portion of such easement used for vehicular access is limited to those portions of the Common Area from time to time improved for such use. The Association may regulate the use of any and all streets from time to time situated upon the Common Area in any reasonable manner, including the installation of speed bumps or guardhouses, or both, and the imposition of speed limits, or any combination, without impairing the easement established by this Section.

Section 4. Parking Rights. Each Owner of any Lot that is not constructed and improved by Developer as part of the Work so as to permit parking of one passenger automobile thereon also has an exclusive right of use to one automobile parking space situated upon the Common Area, together with a right of vehicular ingress and egress to such space over, across, and through such portions of the Common Area as from time to time are improved for such use. The Association shall assign one such parking space permanently to each such Lot,

which shall be as near and convenient to such Lot as is reasonably practicable. 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 Properties except passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). All Permitted Vehicles at all times must be parked only on the portions of the Common Area from time to time improved for such use; and no Owner or occupant of any Lot, nor any invitee of the Owner or occupant of any Lot, may park a Permitted Vehicle anywhere within the Properties except within the parking space assigned to such Lot or the unassigned parking spaces from time to time situated upon the Common Area. In no event may any such Owner, occupant, or invitee park or permit the parking of any Permitted Vehicle in the parking space assigned to another Lot. 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 Section prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

Section 5. Rights of Use. The Association also may assign to any Lot or Lots an exclusive right of use for any postal, refuse collection, and other facilities from time to time maintained by the Association upon the Common Area for the use of any or all Owners severally. If any such facility is not available for use by all Owners, then all costs of installing, maintaining, repairing, servicing, and replacing such facility shall be assessed against only the Lots granted such exclusive right of use, as provided in Article V, § 6, of this Declaration.

Section 6. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and the adjacent portion or portions of the Common Area, and between adjacent Lots, for (i) the maintenance, repair, and reconstruction of any party wall or walls, as provided in Article VII of this Declaration; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, 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; and (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 drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than two 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 or radio cables 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 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.

Section 7. All Rights and Easements Appurtenances.

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. The benefit of such rights and easements over, across, and through the Common Area may be subdivided among not more than 125 Lots. 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.

Section 8. Utility Easements. Developer dedicates the Common Area for use by all utilities for the construction and maintenance of their respective facilities servicing the Properties, and any lands adjoining the Properties; and Developer grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any Recorded subdivision plat of the Properties or other Recorded instrument defining them. In the absence of any such express designation, such easements are located and extend 7.5 feet on either side of the centerline of each facility respectively installed by each utility within the Common Area as part of the Work before the conveyance of such portion of the Common Area to the Association; however, no portion of the Common Area occupied by any building installed by Developer as part of the Work is included within any easement area. Subsequent to Developer's conveyance of the Common Area, additional easements may be granted by the Association for utility purposes as provided in Section 1(c) of this Article.

Section 9. Antennas. No television or radio masts, towers, poles, antennas, aerials, or appurtenances shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot if: (i) reasonably adequate interior antennas are provided for such Lot by Developer as part of the Work; or (ii) a master television and radio antenna system or cable system is available to such Lot.

Section 10. Use of Lots. 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 unless it: (i) is confined exclusively to the interior of the improvements on such Lot; (ii) does not require the use of hazardous, dangerous, or objectionable substances, machinery, or equipment; (iii) does not result in any material vehicular congestion of the Properties; and (iv) does not cause any vibration, noise, or other emissions objectionable to any Owner. The Association from time to time may adopt reasonable rules and regulations governing or prohibiting the conduct of any trade, business, or profession permitted under this Section for the purpose of requiring it to be operated and conducted so as not to constitute an annoyance or hazard to any Owner. Notwithstanding the foregoing, the letting, renting, or leasing of Lots for transient occupancy does not constitute a trade or business prohibited by this Article.

Section 11. Animals and Rubbish. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Properties, except that dogs, cats, and other customary household pets may be kept on Lots subject to the Association's rules and regulations, provided such animals are not kept, bred or maintained for any commercial purpose. The Association may designate a portion of the Common Area for the stabling of horses or kenneling of animals owned by Owners, subject to such rules and regulations as the Association deems appropriate. 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 Properties, except inside the improvements on each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

Section 12. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on the Common Area.

(b) Alterations. Nothing shall be altered or constructed upon, or removed from, the Common Area.

(c) Activities. No activity is permitted in or upon the Common Area, except those for which the Common Area is from time to time suitably improved.

(d) Signs. No sign of any kind shall be displayed to public view within the Properties except customary name and address signs approved by the Association, and a lawn sign of not more than five (5) square feet in size advertising a Lot for sale or rent; and all signs permitted by this subsection are subject to the Association's rules and regulations.

(e) Waterbodies. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, or other waterbody situated in whole or in part upon, or adjoining, the Common Area, except the Atlantic Ocean. Without limitation, the Board of Directors from time to time may prohibit any and all uses and activities in, upon, and about any such waterbody.

Section 13. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, anywhere within the Properties in violation of Law. No noxious, destructive, or offensive activity is permitted anywhere within the Properties, nor shall anything be done within the Properties 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 such reasonable requirements as the Association from time to time may establish. Collectibility 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 Section.

Section 14. 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 Properties; and 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 provision 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 Properties as the Association from time to time may designate for such purpose.

Section 15. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area, except as expressly enumerated in this Declaration. Without limitation, no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration. The conveyance of the Common Area to the Association shall vest in the

Association exclusively all riparian rights in and to any stream, pond, lake, or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance also shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement, or other area dedicated to public use and situated upon, or abutting, the Common Area, notwithstanding the fact that any Lot also is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be and remain a part of the Common Area, and all rights therein shall inure to the benefit of the Association.

Section 16. 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 Properties 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 Properties 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 Properties as a residential community, and disposing

of the Properties in parcels by sale, lease, or otherwise, 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 Properties in parcels.

As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Developer reserves temporary easements over, across, and through the Common Area 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 Common Area and to expire only when Developer no longer owns any Lot within the Properties that is offered for sale in the ordinary course of Developer's business.

Section 17. Access by Certain Parties. The United States Postal Service, and its successors, and all other public and quasi-public agencies and utilities furnishing any service to the Association, or to any Lot within the Properties, are granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across, and through such portions of the Common Area as from time to time are improved or suitable for such use. Every public or private agency furnishing police, security, fire, ambulance, and other emergency services to any Lot within the Properties, or to any Person within the Properties, is granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across, and through the Common Area to the extent reasonably necessary to provide such service.

Section 18. Access by Association. The Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties 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 time and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by Law. 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.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 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 that Lot. No person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the 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.

Section 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 Developers and are entitled to one vote for each Lot owned. 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 three votes for each Lot owned. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) five years from the date this Declaration is Recorded.

Section 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-tenant is entitled to cast the vote for such Lot unless and until the Association is notified in writing.

Section 4. Amplification. The provisions of this Article are amplified by the Association's Articles and By-Laws; 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 By-Laws 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 or By-Laws to the contrary.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary, and serviceable condition, order, and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work.

Section 2. Exterior Maintenance. The Association shall provide exterior maintenance upon each Lot as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, fences, walks, and yard areas installed by Developer as part of the Work, and their replacements, except as expressly limited below in this Section. The Association's duty of exterior maintenance includes mowing any lawn area on any Lot and maintenance and replacement of any landscaping upon any Lot installed by Developer as part of the Work, and its replacements. The Association's duty of exterior maintenance does not include any of the following (individually and collectively, "Excluded Items"):

- (a) maintenance, repair, or replacement of glass surfaces or screening;
- (b) replacement of exterior doors, including any garage doors, and patio gates;
- (c) maintenance, repair, or replacement of any trees, shrubs, landscaped areas, or any other items, additions, or attachments installed or created by any Owner in addition to those installed by Developer as part of the Work;

(d) maintenance, repair, or replacement of any exterior lighting fixtures, mail boxes, or other similar attachments;

(e) maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty;

(f) maintenance or replacement of any trees, shrubs, or landscaped area within any enclosed patio or courtyard area on any Lot;

(g) maintenance, repair, or replacement of any screened porch installed by Developer as part of the work; and

(h) maintenance, servicing, replacement, repair, or renewal of any and all equipment exclusively servicing the dwelling situated upon any Lot.

Maintenance, repair, or replacement, as the case may be, of any of the foregoing Excluded Items is the responsibility of each Owner. If (i) any Owner refuses or fails to maintain, repair, or replace, as the case may be, any of the foregoing Excluded Items; and (ii) not less than two-thirds (2/3) of the members of the Association's 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, as the case may be, at such Owner's expense; and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article V, § 6, of this Declaration. If the need for any maintenance, repair, or replacement, as the case may be, pursuant to this Section is caused by the intentional, willful, or negligent act of any Owner, or any occupant of such Owner's Lot, then its cost also shall be specifically assessed against such Owner's Lot as provided in Article V, § 6, of this Declaration. The Association also shall be subrogated to the rights of any Owner with respect to any such damage.

Section 3. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Properties, 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 Properties or the enforcement of the Legal Documents or the Association's rules and regulations. The Association may contract with others to furnish trash collection, lawn care, or any other services or materials, or both, to all Lots or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then: (i) only those Lots enjoying their benefit shall be assessed for their cost, as provided in Article V, § 6, of this Declaration; and (ii) provided further, each such owner's prior consent is required.

Section 4. Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Articles and By-Laws.

Section 5. 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, or any combination, so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents and, so long as the Rental Pool Privileges reserved by Article VIII-A, § 2, below, continue, are consistent with the Rental Pool Management Agreement, as it 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 Properties as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. 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 and through representatives of such Owner's choosing.

Section 6. 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 reasonably to be implied from the existence of any right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

Section 7. Restriction on Capital Improvements. All capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Area, must be 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 purpose, as provided in Article IX, § 3, of this Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, 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 Section 2 of this Article; and
- (b) Special Common Area assessments, as defined in Section 5 of this Article; and
- (c) Special assessments for property taxes levied and assessed against the Common Area, as defined in Section 4 of this Article; and
- (d) Specific assessments against any particular Lot that are established pursuant to any provision of the Legal Documents, as provided in Section 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.

Section 2. Purpose of Assessments. The assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Properties and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Area and the exteriors of the Lots, as provided in Article IV, § 2, above. To effectuate the foregoing, the Association shall levy an Annual Assessment to provide and be used for 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 and the cost of labor, equipment, materials, management, and supervision thereof, and all other general activities and expenses of the Association, and to provide and be used for the exterior maintenance, repair, servicing, renewal, and replacement of the exterior of each Lot, as provided in Article IV, § 2, above.

Section 3. Amount. The amount of the Annual Assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year; and it shall be payable in equal monthly installments, without interest. Written notice of such assessment shall be given to every Owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least 30 days before the beginning of any fiscal year, the Annual Assessment then in effect will continue for such fiscal year.

Section 4. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no Person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Developer intends that the value of the interest of each Owner in the Common Area be included in the assessment of each such Lot for property tax purposes. Developer further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that its full value is included in the several assessments of the various Lots. If the applicable taxing authorities refuse to so assess the Common Area, with the result that real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of \$500.00 then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess shall be divided by the number of Lots within the Properties, and the quotient shall be the amount of the special

assessment against each Lot. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 5. Special Assessments for Capital Improvements.

In addition to the Annual 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 construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Area, including fixtures and related personal property, 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 purpose, as provided in Article IX, § 3, of this Declaration.

Section 6. 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, 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.

Section 7. Uniformity of Assessments. The Annual Assessment and any special Common Area assessment must be uniform throughout the Properties; but, notwithstanding such requirement of uniformity, the Annual Assessment against any Lot in which Developer owns any interest and is offered for sale by Developer, for so long as there is Class B membership in the Association, may be fixed by the Board of Directors annually in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%), of the amount of the

applicable Annual Assessment against Lots owned by the Class A members of the Association then in effect. Upon termination of Class B membership in the Association, the Annual Assessment against any Lot in which Developer owns any interest and is offered for sale shall be twenty-five percent (25%) of the applicable amount established against Lots owned by the Class A members of the Association, other than Developer. 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.

Section 8. Commencement of Annual Assessment. The Annual Assessment begins as to all Lots within the Properties 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 in Article VIII, below, then the Annual 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 an Owner other than Developer of any Lot therein. The first Annual Assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Annual 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.

Section 9. Lien for Assessments. 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 Annual Assessment is more than 30 days delinquent.

Section 10. Remedies of the Association. Any assessment not paid within 30 days after its due date bears interest at the rate from time to time established for judgments entered by the courts 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, 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.

Section 11. Foreclosure. The lien 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 by 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 its owner 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 for such deficiency, in its sound judicial discretion.

Section 12. 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.

Section 13. 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 of any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payments that became due before such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any encumbrancer of a Lot any assessments remaining unpaid for more than 30 days and shall give such encumbrancer 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such encumbrancer has given the Association written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien created by this Declaration; and, upon such

payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee, (the "Committee") composed of three or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners.

Section 2. Committee Authority. The Committee has full authority to regulate the use and appearance of the exterior of the Properties to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Properties as a residential community. 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 Properties 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; and (ii) if the Board has not constituted itself as the Committee, 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.

Section 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), alterations, additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any lot within the Properties, unless any structure, use, or activity is expressly permitted by the Committee's promulgated rules and regulations.

Section 4. Applications. All applications to the Committee must be accompanied by reasonably detailed plans and specifications. If the Committee does not approve or disapprove any application within 30 days after receipt, the Committee's approval will be deemed given. If no suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of any provision contained in this Declaration is commenced within six months following its completion, and a lis pendens or other notice of the pendency of such action is 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 Committee's approval must be in writing.

Section 5. Procedure. The Committee from time to time may adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself as the Committee, then provision must be made for review by the Board of Committee decisions at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or the Committee, may appoint one or more Persons to make preliminary review of all applications to the Committee and report such applications to the Committee with recommendations for Committee action. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Committee deems advisable. In all 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 by representatives of such Owner's choosing.

Section 6. Standards. All actions by the Association with respect to architectural control shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) protect and conserve the value and desirability of the Properties as a residential community; and (c) be consistent with the provisions of the Legal Documents; and (d) be in the best interests of all Owners in maintaining the value and desirability of the Properties as a residential community.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Properties 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.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used 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 a larger contribution from

the others under any rule of Law regarding Liability for negligent, willful, or intentional acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any 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.

Section 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.

ARTICLE VIII

OPERATION AND EXTENSION

Section 1. Effect Upon Platted Lands. From and after the date this Declaration is Recorded, all of the Properties 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 Properties 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.

Section 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 Lands by Developer's Recording an amendment to this Declaration, without the joinder of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of

the Unplatted Lands described in such amendment; and the provisions of this Declaration then 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 five 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.

Section 3. Other Extensions. The extension of the provisions of this Declaration to any lands other than the Unplatted Lands requires 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 pursuant to Article IX, § 5. of this Declaration. Such extension 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 VIII - A

RETAINED PREROGATIVES

Section 1. Developer Prerogatives. Notwithstanding any provision of the Legal Documents to the contrary, Developer reserves the right to approve or disapprove all of the following actions by the Association:

(a) Extraordinary Action. Any action for which approval by two-thirds (2/3) or more of the Association's members is required by any provision of the Legal Documents.

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(b) Architectural Control. All decisions under Article VIII of this Declaration.

(c) Restrictions. Any rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the Properties by this Declaration.

In addition to the foregoing, Developer also retains the following rights: (i) to veto any rules and regulations promulgated by the Association for a period of 30 days after Developer is notified of the promulgation of any such rule or regulation; and (ii) to attend and be heard at all meetings of the membership, Board of Directors, and Executive Committee, if any, of the Association; and (iii) to exercise all rights granted a Mortgagee by Article IX, § 5, below; and (iv) to enforce the provisions of the Legal Documents, or any of the Association's rules and regulations, by any appropriate procedure. Developer's prerogatives under this Section will continue until whichever of the following occurs first: the expiration of five years from the date this Declaration is Recorded, or until Developer no longer owns any Lot within the Properties that is offered for sale in the ordinary course of Developer's business. The prerogatives retained by this Section are for the exclusive benefit of Developer and may be exercised by Developer only in a reasonable manner so as to protect or foster Developer's common plan for the development and beneficial use and enjoyment of the Properties. Without limitation, Developer's approval under this Section will not be unreasonably withheld or delayed so long as the proposed action will not impair the completion of the work.

Section 2. Rental Pool Prerogatives. By that certain, unrecorded "Rental Pool Management Agreement" dated Sept 15, 1979, Developer has contracted with Tennis Club Tours, Inc., a Florida corporation (the "Rental Pool Operator"), to operate a

voluntary rental pool upon the Properties for those Owners who elect to participate; and Developer hereby notifies all subsequent purchasers and creditors of any portion of the Properties that such agreement will involve the letting of Lots within the Properties for transient occupancy. Notwithstanding anything to the contrary contained in the Legal Documents, no provision of the Legal Documents shall be interpreted, construed, applied, or enforced in such a manner as to impair, limit, prohibit, restrict, or otherwise interfere with the Rental Pool Operator in connection with the operation of the rental pool in a lawful manner and as contemplated by the Rental Pool Management Agreement, as it from time to time may be amended. Without limitation, Developer hereby reserves temporary easements over, across, and through the Common Area for all activities, uses, structures, and signs that the Rental Pool Operator considers necessary, convenient, or desirable for the purpose of operating the rental pool. The provisions of this Section, and such easements, will continue until whichever of the following occurs first: five years from the date Developer's deed of conveyance of the first Lot to an Owner other than a Developer is Recorded, or whenever less than ten percent (10%) of the Lots within the Properties participate in the rental pool. Without limitation of the foregoing, Developer specifically intends that the provisions of the Rental Pool Management Agreement, as it from time to time may be amended, and all lawful activities of the Rental Pool Operator in accordance with such Agreement, control anything to the contrary in the Legal Documents. If any litigation results between the Rental Pool Operator, on the one hand, and the Association or any Owner or class of Owners on the other, in which the Rental Pool Operator is the prevailing party, the Rental Pool Operator shall recover all costs and expenses incurred for all trial and appellate proceedings, if any, including reasonable attorneys' fees. The provisions of this Section inure to the benefit of the Rental Pool Operator, its successors and assigns.

Section 3. Disclaimer. The prerogatives reserved to Developer by Section 1 of this Article may be disclaimed by Developer at any time, in whole or in part, by a Recorded instrument. The prerogatives reserved by Section 2 of this Article may be disclaimed by Developer and the Rental Pool Operator jointly.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. 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 regulation, 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 incurred, including reasonable attorneys' fees for all trial and appellate proceedings. In no event may such attorney's fees be recovered against the Association, Developer, or the Rental Pool Operator, 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 such Owner's Lot, as provided in Article V, § 6, above. 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, in 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.

Section 2. Amendment. The provisions of this Declaration shall run with and bind the Properties, and all other lands to which it may hereafter be extended as provided in Article VIII, above, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, until 40 years from the date this Declaration is Recorded, whereupon they automatically shall be extended for successive renewal periods of ten years each, unless seventy-five percent (75%) of all Owners elect not to re-impose them by an instrument Recorded during the six months immediately preceding the beginning of any renewal period. In all events, and except as expressly provided otherwise in Article VIII, above, this Declaration may be amended (i) on or before 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 ninety percent (90%) of all Owners, and (ii), thereafter by such instrument signed by not less than seventy-five percent (75%) of all Owners. No amendment shall be effective until Recorded; but the Associations' proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

Section 3. Meeting Requirement. Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. At such meeting, the presence of members entitled to cast at least sixty percent (60%) 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 forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to

fifty percent (50%) of each class of members, or, if there is no Class B membership, of the Class A members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4. Other Approvals. Notwithstanding any provision of the Legal Documents to the contrary, all of the following actions require the prior approval of the Holders of seventy-five percent (75%) of the First Mortgages within the Properties: (i) alienation or encumbrancing of all or any portion of the Common Area, except as expressly permitted under Article II, § 1(c), of this Declaration; and (ii) amendment of this Declaration, except as expressly provided in Article VIII, above; and (iii) amendment of Articles of Incorporation of the Association; and (iv) the merger, consolidation, or dissolution of the Association.

Section 5. Rights of Mortgagors. Any Mortgagor has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect 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 audited financial statements of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs 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 meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual

fee that the Association from time to time may establish for the purpose of defraying its costs, any Mortgagee additionally 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.

Section 6. Severability. Invalidation of any particular provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Properties.

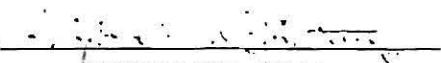
IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

SIGNATURE WITNESSED BY:

MARLOW INVESTMENTS, N.V.

By:


Attorney-in-Fact


(CORPORATE SEAL)

SIGNATURES WITNESSED BY:

TPA 912, INC.

By:


President

Attest:


Secretary

d/b/a "ST. AUGUSTINE U.S.A.
JOINT VENTURE"

"DEVELOPER" -

STATE OF Florida
COUNTY OF St. Johns

REC 464 PAGE 783

The foregoing instrument was acknowledged before me
this 10 day of Sept., 1982 by Robert E. Glancy,
as the Attorney-in-Fact for MARLOW INVESTMENTS, N.Y., on behalf
of the corporation.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR. 26 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Robert E. Glancy

NOTARY PUBLIC
(Affix Notarial Seal)

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me
this 10 day of Sept., 1982 by Robert E. Glancy,
and Marvin E. Glancy, respectively the President
and Secretary of TPA 912, INC., on behalf of
the corporation.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR. 26 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Robert E. Glancy

NOTARY PUBLIC
(Affix Notarial Seal)

OFF REC 454 PAGE 784

EXHIBIT "A"

"COMMON AREA"

A portion of government Lots 4 and 5, Section 10, Township 9 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Parcel A of ST. AUGUSTINE BEACH AND TENNIS CLUB TOWNHOUSES, TRACT 6 as recorded in Plat Book 14, Page 30431 of Public Records of St. Johns County, Florida.

EXHIBIT "B"

SEE 464 PAGE 785

"PROPERTIES"

A portion of government Lots 4 and 5, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

ST. AUGUSTINE BEACH AND TENNIS CLUB TOWNHOUSES,
TRACT 6 as recorded in Plat Book 14 Page 304-31
of Public Records of St. Johns County, Florida.

FILED AND INDEXED
PUBLIC ACCESS C.
ST. JOHNS COUNTY FLA.

1980 SEP 17 PM 1:58

Blair Tandy
CLERK CIRCUIT COURT