Doc # 2004392397, OR BK 12193 Page 1874, 1 of 66 Filed & Recorded 12/21/2004
at 12:43 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING $562.50

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TOWNHOMES AT CAMPFIELD

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TOWNHOMES AT CAMPFIELD

THIS DECLARATION is made this 20th day of December, 2004, by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in Duval County, Florida, which it intends to develop as a planned unit community consisting of townhome residences, which community will be commonly referred to as "Townhomes at Campfield", and which land is more fully described in **Exhibit A** attached hereto and made a part hereof (the "Property").

B. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of the Property and of each Owner of a portion thereof.

C. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the collection and disbursement of the Assessments hereinafter created. To accomplish this objective, Developer has created or will create the Campfield Homeowners' Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of the Property.

D. The Property will be developed as attached townhomes, with each townhome containing a single car garage.

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

I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "Additional Property" shall mean any property that may be added to the Property by supplemental declaration in accordance with Article XII hereof, which Additional Property shall then be included within the term "Property."

2. "Annual Assessment" is defined in Article VI(A).

3. "ARB" means the Architectural Review Board of the Association.

4. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

5. "Assessment" means all types of charges to which a Parcel is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Parcel Assessments.

6. "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.

7. "Association" means Campfield Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

8. "Association Documents" are defined in Article XI.

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

10. "Building(s)" means the buildings containing Residence(s) located on the Property.

11. "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit C**.

12. "Campfield Condominium Association" means Campfield Condominium Association, Inc., a corporation not-for-profit, and its successors, which is responsible for such duties as are designated in the Campfield Condominium Covenants.

13. "Campfield Master Homeowners' Association" means Campfield Master Homeowners' Association, Inc., a corporation not-for-profit, and its successors, which is responsible for the operation and maintenance of the Campfield Master Common Property and such other duties as are from time to time designated in the Campfield Master Homeowners' Covenants.

14. "Campfield Master Common Property" shall have the meaning given to it in the Campfield Master Homeowners' Covenants.

15. "Campfield Master Homeowners' Covenants" means that certain declaration of covenants, conditions, restrictions and easements for Campfield Master Homeowners' Association.

16. "County" means Duval County, Florida.

17. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.

18. "Developer" means Pulte Home Corporation, a Michigan corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to Pulte Home Corporation as the Developer under this Declaration is not intended and shall not be construed to impose upon Pulte Home Corporation, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Parcels within the Property from Pulte Home Corporation, and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Parcel.

19. "Emergency Assessment" is defined in Article VI(C).

20. "Improvements" means any Residence and any and all approved horizontal or vertical alterations or improvements installed or constructed on a Parcel, including without limitation approved landscaping.

21. "Initial Improvements" means the initial, original construction of Residences and related Improvements and the initial landscaping upon the Parcels constructed or installed by Developer.

22. "Institutional Mortgagee" means the holder of a mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans. An Institutional Mortgagee may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Mortgagee.

23. "Management Company" means May Management Services, Inc.

24. "Member" means a person entitled to membership in the Association as provided in this Declaration and the Articles.

25. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

26. "Parcel" means (a) any plot of land designated as a "lot" upon the recorded subdivision Plat or (b) any Parcels or parts of Parcels or land included within the Property that consists of combined or recombined Parcels. References to a Parcel shall also include any Improvements, including without limitation a Residence or townhome, constructed thereon, unless specifically noted to the contrary.

27. "Parcel Assessment" is defined in Article VI(D).

28. "Party Wall" is defined in Article XIII.

29. "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the U.S. Army Corps of Engineers, the U.S. Coast Guard, and the Florida Department of Transportation.

30. "Plat" means the plat of the Property as recorded or to be recorded in the public records of the County, as such Plat may be amended or re-recorded from time to time.

31. "Property" means that certain real property described in **Exhibit A** and such additions thereto as may be added in accordance with the provisions of Article XII below.

32. "Proposed Improvements" is defined in Article VII(B)(2).

33. "Residence" means any residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings and patios, which have been approved by the ARB or Developer, as applicable.

34. "SJRWMD" means the St. Johns River Water Management District.

35. "Special Assessment" is defined in Article VI(B).

36. "Stormwater Management System" means a system which is designed and constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 4OC-4, 4OC-40 or 4OC-42, Florida Administrative Code.

37. "Turnover" is defined in Article II(B)(2).

II. ASSOCIATION

A. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Parcel. Membership shall be transferred automatically by conveyance of the title to any Parcel, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Parcel merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association; provided that for so long as the Developer owns any portion of the Additional Property, if any, the Developer shall also be a member of the Association.

B. Voting Rights. The Association shall have two classes of voting Members:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Notwithstanding the foregoing, if title to any Parcel is held by a husband and wife, either spouse may cast the vote for such Parcel unless and until a written voting authorization is filed with the Association. When title to a Parcel is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws.

2. Class B. The Class B Member shall be Developer and shall be entitled to three (3) votes per Parcel owned by the Developer until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after seventy-five percent (75%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members; or

b. On or before seven (7) years from the recording of this Declaration; or

c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote to elect the majority of the members of the Board of Directors. After Turnover, the Developer, as a Class A Member, shall have one vote for each Parcel owned by Developer. After Turnover, for so long as the Developer owns at least five percent (5%) of the Parcels within the Property, the Developer may appoint the minority of the Board of Directors' or not less than one (1) Director. After Turnover, the Developer will be a Class A Member with respect to Parcels which it owns and shall have all rights and obligations of a Class A Member except that it may not cast its votes for the purpose of reacquiring control of the Association.

C. Powers of Association. The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Association shall be exercised by the Board of Directors, except that the Board of Directors may not act on behalf of the Association to:

1. Amend the Declaration;

2. Terminate the Association or this Declaration;

3. Elect Directors to the Board of Directors, except prior to Turnover; or

4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.

D. 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 the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Developer intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

E. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a non-exclusive right and perpetual easement of enjoyment in and to the Campfield Master Common Property, which easement is appurtenant to and shall pass with the title to every Parcel, subject to the following:

1. All provisions of this Declaration, the Plat and the Articles and Bylaws of the Association.

2. All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration.

III. EASEMENTS

A. Utility Easements.

1. Blanket Easement. Developer reserves for itself, its successors and assigns, and grants to the Campfield Master Homeowners' Association and its designees, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property, for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but

not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems now in existence or which are developed in the future, and police powers and services supplied by the local, state and federal governments. Upon construction of a Residence on a Parcel, the blanket easement reserved herein shall be vacated with respect to any portion of the Parcel on which the Residence is located; provided however that following construction of a Residence on a Parcel, there shall continue in effect through the walls and roof of the Buildings and Residences located on a Parcel, any reasonably necessary utility and ingress and egress easements to provide electric, water and other utilities to each Residence. The utility and ingress and egress easements through the Parcel and walls and roof of a Residence shall also inure to the benefit of each Owner of a Residence in a particular Building to access the meterbox, electrical, water and utility connections running through the particular Building.

2. Fiber Optics, Cable and Telecommunications Easements. Developer reserves for itself, its successors and assigns, and grants to the Campfield Master Homeowners' Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of fiber optic cables, radio and television cables and any such similar equipment now in existence or developed in the future over, under and across the rights of way and easement areas on the Plat and over, under and across the unimproved portions of the Parcels and through the walls and roof of the Building and Residences located on each Parcel. If the Developer or the Association elects to enter into a bulk rate contract for fiber optic service, cable television or any other telecommunications service, such service shall be supplied to each Parcel and each Owner shall be required to pay all costs in connection therewith.

3. Water and Sewer Service. Pursuant to the requirements of the utility company providing water and sewer service to the Property, all Owners must connect to the central water and sewer service provided by the franchisee for the Property.

B. Encroachments. In the event that any Residence or Improvement thereon erected by the Developer or the Association (including any Party Wall or fence) shall encroach upon any of the Campfield Master Common Property or upon any other Residence or Parcel for any reason other than the intentional or negligent act of the Owner, or in the event any Campfield Master Common Property shall encroach upon any Residence, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

C. **Permits. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 200204907 (IP-RLW) ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-031-86440-1 ISSUED BY THE SJRWMD. ANY OWNER OWNING A PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE PARCEL, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.**

D. Developer's Rights. Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat, (ii) to plat or replat all or any part of the

Property owned by Developer, and (iii) to widen or extend any right of way shown on the Plat or convert a Parcel to use as a right of way, provided that Developer owns the lands affected by such change. Owners of Parcels subject to easements shown on the Plat 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 easement area unless installed by such Owner and specifically conveyed to such Owner. The Owners of Parcels subject to any easements shall not construct any Improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any approved Improvements or landscaping on such easement areas shall remove the Improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

E. Easements and Reservations for Developer and Association for Ingress, Egress and Utilities. There is reserved in the Developer and the Association, their successors and assigns, the right to create utility easements and to install utilities and to use same over and across the Property for the benefit of the Developer and the Association, their successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not encumber or encroach upon any Residence or impair the exclusive use and ownership of any Residence. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed Improvement. There is reserved in the Developer and the Association the right of ingress and egress over all of the Property, except within the Residences.

F. Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising. It is contemplated that the Developer will construct and market all of the Residences within the Property. Developer reserves, for Developer, its successors and assigns, and grants to the Campfield Master Homeowners' Association and its designees, the right to use all unsold Residences (including Residences designated as a sales office and/or model Residence) and all recreational facilities for the marketing, sale, and advertising of all Residences constructed. For so long as the Developer owns an interest in any portion of the Property with the intention to sell Residences and for a period running one (1) year from such date, the Owners, the Association and the Association's management company are prohibited from restricting access to the Property by agents or sales prospects, including without limitation, any decision to not use the limited vehicular access gate until all Residences or Parcels have been conveyed to Owners. This reservation is made notwithstanding the use restrictions set forth in Article VII(B)(9)(a) of this Declaration, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Article VII(B)(9)(a). Such reservation shall continue for so long as the Developer, its successors and assigns, shall own an interest in the Property with the intention to sell Residences to the public. Notwithstanding anything to the contrary in this Declaration, Developer may maintain a model and sales center on the Property for a period of one (1) year following the date of sale of the last Parcel owned by the Developer, which model and sales center may be used for the purpose of marketing other properties owned or developed by Developer.

G. Re-Use Water. At such time as re-use water is available to the Property, Developer or Association may be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental requirements and hereby indemnify and agree to hold Developer harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with the installation, distribution and use of such re-use water.

H. Blanket Easement over Parcels for Landscaping, Maintenance, Repair and Replacement by the Association. The Association is granted a perpetual, non-exclusive easement for ingress and egress, at all times, over and across each Parcel, for the Association to fulfill its obligations as set forth in Article V of this Declaration; provided however, that if the Association is ever dissolved, then all landscaping, maintenance, repair and replacement obligations relating to the

Parcels and the Residences located thereon shall be the responsibility and financial obligation of the Owner owning each Parcel and Residence.

I. Upland Buffer Restrictive Covenant. Portions of the Property are subjected to the Upland Buffer Restrictive Covenant, recorded on March 19, 2004 at Official Records Book 11698, page 1819 of the public records of Duval County, Florida, as amended and supplemented from time to time, which creates a twenty-five foot (25') buffer over portions of the Property as depicted on the Plat.

J. Reserved Access Easement in Trustee's Deed. Portions of the Property are subjected to the Access Easement, recorded on May 26, 2004 at Official Records Book 11828, page 695 of the public records of Duval County, Florida, as amended and supplemented from time to time, which creates a perpetual, non-exclusive easement for access to and from the property described in the Access Easement and Baymeadows Road. Upon the platting and dedication of the Access Easement to the City of Jacksonville for use as a public right-of-way, the Access Easement shall terminate.

K. Reserved Facilities Easement in Trustee's Deed. Portions of the Property are subjected to the Facilities Easement, recorded on May 26, 2004 at Official Records Book 11828, page 695 of the public records of Duval County, Florida, as amended and supplemented from time to time, which creates a temporary construction easement over, under and upon the property described in the Facilities Easement for purposes of performing and completing the work. The Facilities Easement shall terminate automatically upon completion of the work and acceptance and approval of the same by the regulatory or governmental authorities having jurisdiction and approval authority thereover.

L. Plat Easements and Recorded Easements. All easements depicted on the Plat and all easements and restrictions of record, including easements created by this Declaration, affecting any Parcel.

M. Easements benefiting Campfield Master Homeowners' Association. All easements benefiting Campfield Master Homeowners' Association are set forth in Articles IV and XIV of the Declaration.

IV. STORMWATER MANAGEMENT SYSTEM

A. Blanket Easement. The plan for the development of Campfield includes the construction of a Stormwater Management System, in accordance with all applicable permits issued by the SJRWMD, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the Property. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, the Campfield Master Homeowners' Association and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property and any adjacent land and for access to operate, maintain and repair the Stormwater Management System.

B. Maintenance. The Campfield Master Homeowners' Association shall operate, maintain, and repair the Stormwater Management System as set forth in the Campfield Master Homeowners' Covenants.

C. **LIABILITY. NEITHER DEVELOPER, THE ASSOCIATION NOR THE CAMPFIELD MASTER HOMEOWNERS' ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH. NEITHER DEVELOPER, THE**

ASSOCIATION, THE CAMPFIELD MASTER HOMEOWNERS' ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. FURTHER, THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ELIMINATING ALGAE IN THE STORMWATER MANAGEMENT SYSTEM (EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY THE PERMITS, THE SJRWMD OR AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY) OR FOR CONTROLLING FROGS, INSECTS, GNATS, MOSQUITOES, TOADS, REPTILES OR OTHER PESTS.

D. Conservation Easement. Each Owner acknowledges and agrees that portions of the Property are subject to the terms and conditions of a Conservation Easement in favor of SJRWMD recorded on March 19, 2004 at Official Records Book 11698, page 1807 of the public records of Duval County, Florida, as amended and supplemented from time to time. Additionally, from time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

1. There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.

2. No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

3. No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

4. There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

5. There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

6. There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

7. There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to

the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

8. Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

9. Notwithstanding any other provisions hereof, the terms of this Article IV(D) shall not be amended or modified without the written consent of the SJRWMD. Further, this Article IV(D) may be enforced by the SJRWMD, its successors and assigns.

V. MAINTENANCE, REPAIR AND REPLACEMENT

A. Landscaping of Parcels. The Association shall be responsible for the landscaping on the Parcels as set forth in this paragraph; provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. Landscaping of the Parcels shall only include cutting and edging the grass and applying fertilizers and pesticides in the front and back yard of the Parcel and maintaining and trimming (but not replacing) any trees located on the Parcel and maintaining and hedging any shrubs located on the Parcel and maintaining and operating the irrigation system. The landscaping costs shall be passed on to the Owners as a part of the Annual Assessments. No Owner may install any landscaping in the areas maintained by the Association without the prior written consent of the Association. Notwithstanding the foregoing, it shall be each Owner's responsibility and obligation to keep all parts of his or her Parcel free and clear of trash and debris. Further, if any Association-maintained landscaped areas within the Parcels are damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the landscaped areas, with the cost of such repairs being the responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the landscaped area, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the landscaped area as are required by the Association.

B. Buildings and Residences.

1. Association Obligations. The Association is responsible for the following matters relating to the Initial Improvements located on the Parcels and relating to Improvements made to the Buildings and the Residences by the Developer or the Association:

a. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain and repair and replace the exterior of the Buildings (except as set forth in Article V(B)(2)(c) and (e)), including painting the exterior, paintable walls of each Building, repairing and replacing all portions of the siding of each Building, maintaining, repairing and replacing the roof of each Building and periodically cleaning the exterior portions of the Building. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such maintenance, cleaning, painting, repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of the Building being repaired.

b. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, repair and replace fences and sidewalks (but not walkways, driveways or patios) located on or within a Parcel. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such repairs and replacements shall be a Parcel

Assessment, which assessment shall be assessed equally between all of the Owners of the Building being repaired.

c. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, maintain, repair and replace all secondary wiring to the Building(s) from the transformer and also maintain meter boxes to the point of attachment to a Building. The cost of such maintenance, repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of a particular Building.

d. The Association shall also be responsible for repairing all incidental damage caused to a Residence by reason of the repairs and replacements accomplished pursuant to the provisions of Articles V(B)(1)(a) through (c) above. The cost of such repairs and replacements shall be a Parcel Assessment, which assessment shall be assessed equally between all of the Owners of the Building being repaired.

e. The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board of Directors, in the Board of Directors' sole and absolute discretion, clean leaves and other debris from the gutters and roofs of the Buildings.

f. Notwithstanding the terms and conditions of Articles V(B)(1)(a) through (e) above, if any Parcel, Building or Residence is damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the Parcel, Building or Residence, with the cost of such repairs being the sole responsibility of that Owner as a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the affected Parcel, Building or Residence, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the Parcel, Building or Residence as are required by the Association.

2. Owner's Obligations. Each Owner is responsible for the following matters relating to his or her Residence and Parcel:

a. Each Owner shall maintain, repair and replace, at its sole cost and expense, all interior portions of its Residence contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

b. In accordance with the terms and conditions of Article V(B)(1)(a), the Association is responsible for painting the Buildings, as deemed reasonably appropriate and necessary by the Board of Directors. If any Owner desires to paint all or a portion of the exterior of its Residence, then the Owner shall be subject to the terms and conditions of Article VII, including without limitation Article VII(B)(9)(r).

c. Each Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to its Residence and to maintain repair and replace concrete walkways, driveways and patios located on any portion of its Parcel.

d. Each Owner shall maintain, repair and replace at its sole cost and expense, all interior portions of the Residence (including without limitation carpeting, electrical fixtures and appliances in the Residences, non-supporting walls and partitions, all contents of the Residences and built-in cabinets in the Residences), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Residence. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

e. If an Owner purchases a Residence with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof).

f. Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Residence and/or the security alarm system and fire alarm serving the Residence, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Residence or within the Building where the Residence is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

g. Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Residence and door bell light bulbs as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Developer or otherwise approved in advance by the ARB.

h. In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Residence, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any desired pest and/or nuisance control in and around the Residence.

i. All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

j. Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

k. Each Owner shall promptly perform any maintenance or repair requested by the Association. If an Owner fails to maintain his Parcel and his Residence as required herein or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, maintain, and landscape any part of such Parcel or Residence. Such entry shall not be a trespass. The cost of such repairs or maintenance shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

VI. ASSESSMENTS

A. Annual Assessments. For each Parcel within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") levied by the Association for the improvement, maintenance, repair and replacement and operation of the Buildings, the Parcels and the Residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements) and the Buildings, Parcels and Residences, any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to provisions of Article VI(F), the Annual Assessment for a Parcel not containing a Residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Parcel containing a Residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary. The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full.

B. Special Assessments. In addition to the Annual Assessments the Association may levy, by majority vote of the Board of Directors; (a) Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Buildings, the Parcels and the Residences, including fixtures and personal property related thereto; and (b) Special Assessments for unforeseen costs or expenses not included in the budget; provided any Special Assessment shall have the consent of the Owners holding two-thirds (2/3) of the votes in the Association, other than the Developer, voting in person or by proxy at a regular meeting or a special meeting called for that purpose at which a quorum of the Class A Members is present.

C. Emergency Assessments. The Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Buildings, the Parcels, the Residences or Members of the Association, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

D. Parcel Assessments. The Association may, from time to time, levy a parcel assessment ("Parcel Assessment") against a particular Parcel and the Owner thereof by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of a capital improvement upon or serving the specific Parcel, including any additional special services to such Parcel, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration. Any fines assessed under Article XVII(D) shall be deemed to be a Parcel Assessment.

E. Commencement of and Nonpayment of Annual Assessments.

1. Date of Commencement. Except as set forth in Article VI(F), the Annual Assessments provided for herein shall commence with respect to each Parcel on the date of conveyance of the Parcel to an Owner who intends to dwell in the Residence, other than Developer or a Developer-appointed builder constructing the Initial Improvements. During the initial year of ownership, the

Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or special assessment ("Special Assessment") charged to each Parcel, prorated to the day of closing on a per diem basis.

2. Non-Payment of Assessments: Remedies of the Association.

a. Non-Payment. If any Assessments (or installments thereof) are not paid on the date(s) when due, then the Assessments shall become delinquent and fully due and payable and the personal obligation of the Owner.

b. Creation of Lien. The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and continuing lien on the Parcel subject to the Declaration. The lien provided for in this Article shall be perfected by filing a Claim of Lien in the public records of the County in favor of the Association.

c. Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Parcel at the time when the Assessment was levied, and of each subsequent Owner thereof. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. Each Owner, by his acceptance of title to a Parcel, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Parcel.

d. Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors, and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

e. Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay an Assessment Charge, or may foreclose the lien against the Parcel upon which the Assessment Charge is made in the manner set forth in the statute for the foreclosure of Mortgages. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. In addition, the Board of Directors, by majority vote, shall have the right to assess fines against Owners.

3. Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge was first recorded against the Parcel, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Parcel shall not affect the Assessment Charge; however, the sale or transfer of any Parcel pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Parcel from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default

under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

4. Budget.

a. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

b. Initial Budget. Developer shall establish the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than Developer or a builder.

c. Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Parcel is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the budget by the number of Parcels subject to the Declaration.

d. Reserves. The Association shall maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment as provided above. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Parcels. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment or Emergency Assessment by establishing a budget for such Assessment and then after approved by the Board of Directors levying this Assessments, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

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

f. Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

F. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; and (b) all Parcels or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Association and the budgeted amounts due from the Owners of Parcels other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Parcels solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall pay one half (1/2) of the Assessments attributable to such Parcels or Property, from and after the date that the landscaping is installed on such Parcel or Property owned by Developer (including, without limitation, any Parcel used or leased by Developer for a model home, construction facility, or other use).

G. Certificate of Payment. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

VII. ARCHITECTURAL CONTROL

A. Purpose. Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. For so long as Developer owns any Parcel, Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. The purpose of this review procedure is solely to promote the aesthetic development of the Property to assure that the architectural guidelines, as established from time to time, are complied with. This review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Residence has been completed.

B. Construction Subject to Architectural Control.

1. ARB Approval. Except for the Initial Improvements, no construction, modification or alteration of any Improvement, any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence or any Improvement, shall be undertaken on any Parcel unless and until a plan of such construction, modification or alteration shall have been approved in writing by the ARB.

2. Improvements Subject to Approval. Construction, modifications and alterations subject to approval by the ARB or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence and appurtenances including garages, doors, windows, installation of antennae, satellite dishes or receivers, solar panels or other devices, screened enclosures, signs (whether located on the Parcel or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and all other modifications, alterations, or Improvements visible from any road or other Parcels. All of the foregoing are jointly referred to herein as "Proposed Improvements."

3. Procedures.

a. Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ARB. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved. Any requests shall be deemed disapproved if the ARB fails to issue a written approval or disapproval with thirty (30) days of the proper submission of all required documentation. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate.

b. Compliance Binder. At the time of submission of the review fee and the plans (as to other Proposed Improvements), the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all Proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the Proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy shall be in additional to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Association.

4. Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Parcels, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic

considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different Parcels. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in paragraph (7).

5. Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

6. Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Parcel or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications.

7. Variances. The ARB or Developer, as applicable, may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental consideration require the same. A variance shall be evidenced by a document signed by the chairman of the ARB, if it involves a Proposed Improvement, or by Developer, if it involves Initial Improvements. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Parcel and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority. Provided, however, in no event shall granting of a variance set a precedent which required the granting of another such variance.

8. Enforcement. In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ARB to object to any Improvement prior to the completion of

the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

9. Architectural Guidelines. The ARB or Developer, as applicable, shall consider the following paragraphs in connection with their review, together with any architectural guidelines which may be issued by the ARB or Developer from time to time. Specific references to the ARB or Developer in these provisions shall not be construed as a limitation of the general review power of the ARB or Developer, as set forth in this Article.

(a) Residential Use. All Improvements constructed on any Parcel shall be for Residential use and all related ancillary purposes. Home offices or businesses which are permitted under applicable zoning ordinances and which do not involve employees, customers, excessive deliveries or similar additional traffic or parking, with no exterior signage and no exterior modifications to the Residence shall be permitted unless or until such use creates a legal nuisance within Campfield. Notwithstanding the foregoing, in accordance with Article III(F) and Article VIII(V), the Developer has the right to use the Property for sales and marketing purposes.

(b) Building Restriction Setbacks. The Property shall be subject to the building setback restrictions depicted on the Plat. No vertical construction shall be permitted within the building setback area.

(c) Building Height Restriction. Residences shall be limited to a maximum of two (2) stories.

(d) Roofs. Any protrusions through roofs for power ventilators, antenna or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements or approved thereafter by the ARB. No such protrusions, including without limitation antennae and other devices, will be approved in areas of the roof that affect the fire protection panels underneath the roof, which fire protection panels are located along a four foot (4') perimeter of the roof of each residence. To the extent any such protrusions are approved by the Developer or ARB, as applicable, such protrusion shall not be visible from lands adjacent to the Property or from any public street. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Article V(B)(1)(f).

(e) Garages. All garages must have one (1) single car overhead door with a minimum door width for a one (1) car garage. The garage door shall be kept closed except when entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence. Notwithstanding the foregoing, a garage may be used by Developer as a sales office during the marketing of the Property.

(f) No Owner Installed Fences or Walls on or within a Parcel. Each Residence in Campfield will be delivered to the Owner with one (1) fence (running parallel to the side Parcel line). No other fences, including decorative or holiday fences, or walls shall be permitted to be erected by an Owner or its designee on or within a Parcel.

(g) Patios and Patio Enclosures. The Developer must approve any screened patio enclosure that is constructed as part of the Initial Improvements. The ARB must approve any screened patio enclosure that is constructed thereafter. No glass enclosed patios or air

conditioned or heated patios are permitted. The patio shall not be used for storage. All furniture on patios shall be of a type designed for outdoor use.

(h) Ancillary Structures. No garage, tool shed, guest quarters, carport, storage buildings or other similar structure shall be constructed or erected on a Parcel.

(i) Antennae and Other Devices. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty-nine inches (39") in diameter and twelve (12') feet in height and must be approved in advance by the ARB. Such devices shall not be placed in the front yard of any Parcel. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others. Antennae and other devices will not be approved by the ARB if the proposed location would violate the four foot (4') fire protection panel setback, as set forth in Article VII (B)(9)(d) of this Declaration. To the extent any such protrusions are approved by the Developer or ARB, as applicable, the Owner shall be responsible, at its sole cost and expense, for any damage caused to the roof by such protrusion in accordance with the terms and conditions of Article V(B)(1)(f).

(j) Landscape Buffers. The Property shall be subject to the landscape setback requirements depicted on the Plat. No Improvements other than driveways and landscaping and related Improvements shall be allowed within the landscape buffer area; provided, however, that the landscape setback restrictions shall not prohibit Developer from constructing a wall along the perimeter of the Property.

(k) Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Parcel, unless approved by Developer or the ARB, as applicable.

(l) Lighting. No external lighting, shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

(m) Recreational Structures, Equipment and Holiday Displays. No basketball backboards, tennis courts, play sets or structures, doghouses or holiday displays shall be located on or within a Parcel and all toys, lawn furniture, equipment and displays must be taken inside the Residence or the Residence's garage at night. Grills must be stored in the Residence or within the garage. Bicycles must be stored in the Residence or within the garage.

(n) Utility Connections. Building connections for all utilities, including, but not limited to, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

(o) Window Coverings. Reflective window coverings, heat mats, stained-glass windows and window coverings made of paper products are expressly prohibited, and only white or off-white, solid colored window coverings shall be permitted on any Residence. The ARB or Developer, as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property.

(p) Mailboxes. The Property will be served by cluster mailbox kiosk(s). No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Parcel.

(q) Energy Conservation. Solar energy and other energy conservation devices shall not be erected on a Residence or Parcel without first obtaining the prior written consent of the Developer or ARB, as applicable. Such devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property.

(r) Painting. The Developer or ARB, as applicable, must approve any proposed painting of the exterior of the Residence by the Owner. If the proposed painting is approved by the Developer or ARB, as applicable, the Developer or ARB, as applicable, shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

(i) all work and materials shall be at the Owner's sole cost and expense;

(ii) all color selections shall be approved by the Developer or ARB, as applicable, and must be the same or substantially similar to the other Residence in the Building;

(iii) the painting project must include an entire elevation of the Residence (i.e. the entire side of the Residence, etc.); and

(iv) if the Association thereafter paints the Building in accordance with Articles V(B)(1)(a), the Residence shall be included as part of the Building painting project, and the Owner shall pay its pro-rata share of the Building painting project in accordance with Articles V(B)(1)(a).

(s) Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any road within or adjacent to the Property, including without limitation the Development Roads. No modification, alteration, or Improvement shall interfere with the easements or other rights set forth in this Declaration.

10. Remedy for Violations. If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Association may summarily and without the permission or consent of the Owner, enter upon the Parcel and remove the unpermitted Improvements or structure, in which case neither the Developer, the Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Parcel Assessment and shall be secured by a lien on the Parcel, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this enforcement paragraph, the ARB and Developer shall have the right to enter into any Parcel or Residence and make any inspection

necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article XVII(D), for violations of this Declaration.

11. Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Parcel line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, and grants to the Campfield Master Homeowners' Association and its designees, the right to release such Parcel from the encroachment and to grant an variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Parcel or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Parcel and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Parcels.

12. No Liability. Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement and/or Initial Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements and/or Initial Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements and/or Initial Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements and/or Initial Improvements, or any injury to persons or property resulting therefrom. Additionally, neither the ARB, the Association, nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence.

VIII. USE OF PROPERTY AND PARCELS

A. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ARB approval set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this Article.

B. Parcel Resubdivision. No Parcel shall be further subdivided, replatted, or separated into smaller Parcels by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. As set forth above, Developer shall have the right to reconfigure Parcels or modify subdivision plats of the Property if Developer owns all the Parcels within the legal description of the Property to be subjected to the replat, or if all Owners of Parcels which are included within the portion of the Plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

C. Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Parcel so as to be detrimental to any other Parcel in the vicinity thereof or its occupants. Any activity on a Parcel which interferes with television, cable, or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

D. Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the Improvements within the Parcel, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

E. Pets. Owners must register all pets with the Association. Owners are granted a license to maintain not more than a total of two (2) pets, (which must be either dogs or cats), per Residence, provided such pets are (a) permitted to be so kept by applicable laws and regulations and (b) not a breed considered to be dangerous by the Board of Directors. This license may be revoked by the Board of Directors of the Association. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Guests of Owners are not permitted to bring pets into the building. Pet sitting for outside pets is not permitted.

All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property, including the Owner's Parcel, or Common Property. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property (including the Owner's Parcel).

Animals that are typically kept in cages or containers wholly within the Residence such as small birds, fish, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals, poisonous creatures, and tarantulas are not allowed. Specifically prohibited are any variety of pig, ferrets and similar animals and snakes.

Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Association, its Board of Directors, Developer, each Owner and the Management Company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at Townhomes at Campfield. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner therefore.

A violation of the provisions of this Section shall entitle the Association and the Board of Directors to all of its rights and remedies available, including, but not limited to, the right to fine

Owners and/or to require any pet to be permanently removed from the Property. This section also applies to tenants who have pets.

F. Signs and Flags. No sign, advertisement, notice, flag or flag pole of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Parcel, Residence or from any window, unless express prior written approval of its size, shape, content, appearance and location has been obtained from the ARB, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer, no sign or advertisement, including "For Sale" and "For Lease" signs, shall be erected or displayed upon any Parcel, Residence or from any window, except on Parcels owned by the Developer. Notwithstanding the terms and conditions of this paragraph (F), each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard in a respectful manner. Further, notwithstanding the foregoing, the Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Parcels.

G. Parking.

1. There shall be a maximum of two (2) vehicles associated with each Parcel. The first vehicle must be parked in the Owner's garage, and the second vehicle, if any, must be parked in the Owner's driveway.

2. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition. Owners may not park in guest spaces. No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street. No commercial vehicle, meaning any car, truck or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked on a driveway or in any guest space overnight. No commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Property, the Association, Owners, or residents. All deliveries must be scheduled through the Association's property manager. No jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property, except wholly within an Owner's garage. Motorcycles may only be parked within a garage, unless written consent is obtained from the Board of Directors.

3. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

4. By acceptance of a deed to a Parcel, each Owner acknowledges and agrees that any parking space may be relocated at any time, and from time to time, by the Developer or the Board of Directors to comply with applicable Federal, State and local laws and regulations regarding

or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act.

H. Speed Limit. The speed limit on Campfield Circle, Campfield Drive and Campfield Lane shall not exceed twenty (20) miles per hour. The speed limit on all other roads within Campfield shall not exceed twelve (12) miles per hour.

I. Vehicle Maintenance. No vehicle maintenance or repair is permitted on or within the Property, including, without limitation, the Parcels.

J. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARB and Developer shall have the right to adopt additional restrictions concerning, the height and type of trees and shrubs within any of the Parcels.

K. Clotheslines. No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

L. Garbage and Trash Containers. It is the Developer's intention that there will not be trash container(s) serving the Parcels. So long as there are no trash container(s) serving the Parcels, the Owners shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage and shall be maintained in accordance with rules and regulations adopted by the Board of Directors. Each Owner shall be required to use the trash container, if any, provided by the Developer and/or Association. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day.

M. Window Air Conditioners. No window air conditioning unit shall be installed in or on any of the Residences.

N. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, construction trailers, construction dumpsters, portable on demand storage units or other temporary storage units, or other outbuilding, shall be permitted on any Parcel at any time, except temporary structures maintained by the Developer for the purpose of construction of Residences. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the purpose of construction of any Improvements or Residences and the marketing and sales of Parcels until such time as all Residences are constructed and sold.

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

P. Hazardous Materials. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

Q. Fireworks. No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Residence, on or from the Property.

R. Removal and Replacement of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Parcel at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other Improvements on the Parcel, or to persons occupying or utilizing the Property. If any tree located on the Parcel at the time of completion of the Initial Improvements thereafter dies, such tree shall be replaced by the Owner, at the Owner's expense, by a similar tree.

S. Lakes. Swimming in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats and jet skis is prohibited.

T. Leasing of Residences. Entire Residences may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Residence shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. an Owner cannot lease its Residence for seven (7) months or more and then allow the lessee to rent out all or any portion of the Residence for periods of less than seven (7) months). Every lease shall be in writing. Every lease of a Residence shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Campfield Master Common Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Parcel therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner requesting to lease a Residence may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rental, which may be used by the Association to repair any damage to the Campfield Master Common Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. When a Residence is leased, a tenant shall have all use rights in Campfield Master Common Property otherwise readily available for use generally by Owners, and the Owner of the leased Residence shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of Campfield Master Common Property otherwise readily available for use generally by Owners. A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenants, which covenant shall be an essential element of any such lease or tenancy agreement. A copy of such written lease shall be delivered by the Owner to the Association within fifteen (15) days following execution of the lease.

U. Pest & Insect Control. Except as set forth in Article IX(F) with respect to subterranean termites, each Owner shall be responsible for all pest and insect control within the Residence.

V. Proviso. Until the Developer has completed all of the contemplated Improvements and closed the sale of all of the Residences within the Property, neither the Owners nor the

Association, nor the use of the Property shall interfere with the completion of the contemplated Improvements and the sale of the Residences. Developer may make such use of the unsold Residences as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property within the Campfield community and the display of signs.

W. Soliciting. No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

X. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences and Parcels which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using the Owner's Parcel(s) do likewise.

IX. INSURANCE

The insurance that shall be carried upon the Parcels is governed by the following provisions:

A. Insurance for the Parcels. It shall be the responsibility of each Owner to obtain, at his/her sole cost and expense, liability insurance with respect to the ownership and use of his/her Parcel, including the Residence and any Improvements located on the Parcel. It shall be the responsibility of each Owner to obtain and maintain property insurance in an amount equal to not less than the full replacement cost of the Residence and other Improvements located on the Parcel and comprehensive personal liability insurance in an amount not less than $300,000.00. It shall also be the responsibility of each Owner to obtain, at his/her sole cost and expense, flood insurance covering Improvements on the Parcel, if the Parcel is located in a flood zone designated "A". As of the date that an Owner takes title to a Parcel, the Owner must submit to the Association, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. Thereafter, each Owner must submit to the Association, on or before thirty (30) days prior to the expiration of such policy, a copy of the policy, or a certificate of the insurance policy, evidencing that the policy is in effect and identifying the expiration date of the policy. The policy shall not be cancelled, materially changed or not renewed without at least thirty (30) days advance written notice to the Association. If the Owner fails to comply with any portion of this Article IX(A), including providing copies / certificates to the Association, the Association shall (i) have the fining rights set forth in Article XVII(D) and (ii) after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, have the right to purchase the insurance policy described in this Article IX(A). The cost of such policy shall be a Parcel Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore. Nothing shall be done or kept in any Residence or Parcel that will increase the rate of insurance for the Property or any other Parcel / Residence, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence or on his Parcel which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law.

B. Personal Property on the Parcels. Owners are obligated to obtain coverage at their sole cost and expense upon their personal property located on their respective Parcels. Such insurance shall not be the responsibility of the Association.

C. Director and Officer Liability Insurance. The Board of Directors may obtain, as a matter of common expense payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

D. Worker's Compensation. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law.

E. Liability Insurance. The Board of Directors may obtain such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners.

F. Termite Protection Coverage. The Board of Directors shall obtain and maintain adequate subterranean termite protection coverage on each Building. The fees incurred by the Association in connection with such coverage shall be included within the Annual Assessments payable by each Owner.

G. Generally. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Institutional Mortgagees or based upon the cost and availability of such coverage. The premiums for policies maintained by the Association shall be paid by the Association as an expense to be passed on to the Owners as part of their Annual Assessments. All insurance policies purchased by the Association shall be for the benefit of the Association, and shall provide that all proceeds covering losses shall be paid to the Association.

X. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.

A. Parcels. Any Owner whose Parcel or Residence located on the Parcel or any Improvements located on the Parcel is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Residence and Improvements, to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the ARB in accordance with the provisions of Article VII. Each Owner agrees to cooperate in good faith with all other Owners of the Property, including without limitation, the Owners of adjoining Residences and all Owners within Owner's Building, in connection with the rebuilding and restoration of a Residence and other Residences within a Building. The Association has the right, but not the obligation to, monitor all rebuilding efforts, and the Associations and all Owners within a particular Building have the right to seek specific performance in a legal action, requiring an Owner to commence and diligently prosecute to completion, the reconstruction of its Residence in the event the Residence is destroyed or damaged by fire or other casualty.

XI. ASSOCIATION LIABILITY

A. Disclaimer of Liability. Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons. At the time of the recording of this Declaration, there is an unstaffed vehicular access gate at the entrance to the Property, which is intended to limit vehicular access to Campfield, subject to the Developer's rights to access the Property as set forth in Articles III(E) and VIII(V). The gate is not intended to be a security gate or to protect an Owner's person or property from the acts of third parties and neither the Developer nor the Association shall be liable for any breaches of the gate, or whether or not the gate properly operates.

B. Specific Provisions. Without limiting the generality of the foregoing:

1. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

2. Neither Developer nor the Association is empowered, nor have they been created, to act as an entity which enforces or insures compliance with the laws of the United States of America, the State of Florida, the County, or any other jurisdiction, or prevents tortious or criminal activities.

3. The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

4. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property, including the Residences. Further, the Association shall not be liable for any such injury or damage caused by defects in the design or workmanship or other reason connected with any additions, alterations or Improvements or other activities done by or on behalf of any Owners regardless of whether or not the same shall have been approved by the Association as provided hereunder. The Association shall not be liable to any Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable cost or upon reasonable terms.

C. Owner Covenant. Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title of his Parcel), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

D. Noise Disclaimer. Each Owner, by acceptance of a deed or other conveyance of his or her Residence, acknowledges and agrees that sound transmission in a multi-residence building, is very difficult to control, and that noises from adjoining or nearby Residences, Buildings, recreational facilities or mechanical equipment, can often be heard in another Residence. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Residences and other portions of the Property and each Owner waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

XII. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

A. Existing Property. The land that initially is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the Property.

B. Additional Property.

1. By Developer. Developer shall have the right, but not the obligation, for so long as it owns Additional Property, from time to time in its sole discretion, to annex to the Property

and to include within this Declaration, any Additional Property with no further consent of owners or mortgagees, except that if any land, other than the Property or Additional Property is annexed by the Developer, Developer shall obtain the prior approval of the VA/FHA.

2. By Association. The Association may annex Additional Property which it owns or which others own, to the Property with the approval of two thirds (2/3) of the vote of the Board of Directors and with the consent of the owners of the property to be annexed. Residences constructed on the Additional Property may be different in appearance from existing Residences, and may be constructed in a style or other manner.

C. Supplemental Declaration. Any such additions authorized in paragraph B shall be made by the filing of record of one or more supplemental declarations. With respect to the Additional Property annexed by the Developer, the supplemental declaration need only be executed by the Developer; in the case of Additional Property to be annexed by the Association, the supplemental declaration shall be executed by the President of the Association and the owner of the land to be subjected, if not the Association, and shall state that such annexation is in accordance with the resolution passed by the Association in accordance with the terms of this Declaration. A supplemental declaration shall contain a statement that the real property that it the subject of the supplemental declaration constitutes Additional Property which is to become a part of the Property subject to this Declaration. In addition, the supplemental declaration may contain additional covenants and restrictions provided that such covenants and restrictions are consistent with those contained herein. Supplemental declarations may permit attached housing, zero lot line housing, condominium units or other styles of dwellings permitted by the applicable zoning and a separate declaration with respect thereto may also be recorded. Such supplemental declaration shall become effective upon being recorded in the public records of the County.

D. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article upon recording of the supplemental declaration, (a) such Additional Property shall be considered within the definition of the term Property for all purposes of this Declaration, and (b) all voting of each class of membership of the Association and all voting by the Owners hereunder shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the Additional Property, and (ii) any Class B Member shall at all times have a majority of the votes of the Association until converted to Class A membership as described in Article II. Provided however, until a supplemental declaration is recorded subjecting any portion of the Additional Property to the Declaration, the fact that such Additional Property is described on **Exhibit A** shall not constitute and shall in no way be deemed or construed to be a defect or encumbrance on the title of the Additional Property.

E. Withdrawal. The Developer may, at any time in its sole discretion, determine to withdraw property from this Declaration by recording in the public records a Declaration of Withdrawal of the Property which shall be consented to by the owner of the Property and its mortgagee, if any, if such Property is not owned by the Developer. Subsequent to the termination of the Developer's ownership of any property subject to the Declaration, the Association may withdrawal property in the manner stated herein with the consent of the owner and any mortgagee, if the owner is not the Association.

XIII. PARTY WALL EASEMENTS

It is understood that the Residences to be constructed on the Property will be townhomes which shall have one party wall between each Residence ("Party Wall"). Each Building will contain multiple Residences, resulting in one (1) or more Party Walls per Building. In connection with the Party Wall, each Owner shall be benefited and burdened as follows:

A. Easements. Each Owner shall have a nonexclusive easement on, over, across, through and under that portion of the Property on which the Party Wall is located, for purposes of excavation, construction, development, support, use, maintenance, repair and replacement of the Party Wall and the installation of electrical, plumbing, mechanical and similar utilities and facilities along the Party Wall or as part of the Party Wall.

B. Affirmative Obligations; Construction, Use, Maintenance, Repair and Replacement of the Party Wall.

1. Each Owner shall each be responsible, at its sole cost and expense and subject to paragraph (2) below, for the maintenance and repair of its respective interior face of the Party Wall.

2. Should the Party Wall, or any portion thereof, be damaged or destroyed by the intentional act, gross negligence or negligence of either Owner, their respective agents, guests, licensees or invitees, such Owner shall immediately: (i) repair or replace the Party Wall, or the damaged or destroyed portion thereof, at that Owner's sole cost and expense; and (ii) compensate the other Owner for all resulting damages to the property of the other Owner.

3. If it becomes reasonably necessary to repair or replace the Party Wall, or any portion thereof or any electrical, plumbing, mechanical or other utilities or facilities located therein, because of any reason not covered by paragraph (2) above, either Owner may undertake such repair or replacement, after giving notice to the other Owner. The Owners shall share equally all reasonable costs incurred in connection with such repair or replacement and shall timely pay its share of repair and replacement costs incurred by the other Owner, to Owner incurring the expenses, on demand.

4. Any maintenance, repair or replacement of the Party Wall shall: (i) be of the same material, or similar material of the same quality, as that originally used in the Party Wall; (ii) be completed in a good and workmanlike manner, as expeditiously as reasonably possible; (iii) not change the location or size of the Party Wall; and (iv) not impair the strength of the Party Wall nor damage the foundations located on either Parcel.

5. Each Owner shall maintain, at their sole cost and expense: (i) general liability insurance; (ii) personal injury, bodily injury, contractual liability, products/completed operations hazard and broad form property damage coverage; and (iii) property insurance. The insurance policies required hereunder shall be in such amounts as are reasonably necessary to adequately cover each Owner's interest in its property.

6. Notwithstanding anything to the contrary contained in this Declaration, if any Owner institutes legal proceedings against another with respect to this Declaration or the use, enjoyment, operation or condition of any easement granted hereunder, the nonprevailing Owner shall pay to the prevailing Owner an amount equal to all attorneys' fees and disbursements whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection, and all other costs and expenses incurred by the prevailing Owner in connection therewith.

7. Should any Owner fail to make a timely payment of any amount payable hereunder, the balance due thereafter shall reflect an additional interest charge in the amount of the greater of eighteen percent per annum or the highest rate allowed by law, compounded monthly.

8. No Owner shall permit any construction or materialman's liens to be filed and enforced against the areas burdened by an easement granted hereunder. If such a lien is filed, the responsible Owner shall: (i) pay all costs and charges for work done by it or caused to be done by it that resulted in the filing of the lien; (ii) pay all costs and charges for materials furnished for or in connection with such work at the request of such Owner; (iii) give the other Owner written notice thereof; and (iv)

cause the lien to be removed of record within thirty (30) days thereafter, unless any foreclosure action to enforce the lien actually commences, in which case, cause such lien to be removed of record within five days after commencement of such foreclosure action.

XIV. CAMPFIELD MASTER HOMEOWNERS' ASSOCIATION

Campfield Master Homeowners' Association represents residents of Campfield generally, including residents of the Townhomes at Campfield. Its members are those persons appointed or elected in accordance with the Articles of Incorporation and Bylaws of the Campfield Master Homeowners' Association. Campfield Master Homeowners' Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to Campfield as set forth in this Article and as more particularly described in the Campfield Master Homeowners' Covenants.

A. Each Parcel is entitled to one (1) vote in the Campfield Master Homeowners' Association, Inc. and in the Campfield Homeowners' Association, Inc.

B. Campfield Master Homeowners' Association shall be entitled to charge each Owner an assessment for expenses incurred or to be incurred by the Campfield Master Homeowners' Association in fulfillment of its maintenance, operation and management responsibilities for Campfield Master Common Property. The Campfield Master Common Property may include common roads and roadways, swimming pool, clubhouse, lakes, sidewalks, walking paths or trails, bicycle paths and other recreational facilities throughout Campfield. Campfield Master Homeowners' Association may provide certain services including vehicular access gate, water irrigation and sewage facilities, lighting of roads, garbage and trash collection and disposal, insect and pest control, legal, accounting and other administrative expenses, and such other costs and expenses and obligations as Campfield Master Homeowners' Association may deem necessary or desirable to perform any of the functions or services to be provided for the common benefit of property owners in Campfield. The enforcement and collection of such assessments is more fully set forth in the Campfield Master Homeowners' Covenants. The Campfield Master Homeowners' Association shall be entitled to collect such assessments through the Campfield Homeowners' Association and shall have a lien right upon the individual Units to enforce collection of such assessments, which shall also be enforced as a personal obligation of each Owner.

C. If for any reason the Campfield Homeowners' Association shall refuse to perform the obligations imposed on it under this Declaration or the Campfield Master Homeowners' Covenants, the Campfield Master Homeowners' Association shall be authorized to act for and on behalf of the Campfield Homeowners' Association to the extent that the Campfield Homeowners' Association has refused or failed to act. Any expenses thereby incurred by Campfield Master Homeowners' Association or shall be reimbursed by the Campfield Homeowners' Association.

D. This Declaration shall not be amended in any manner so as to affect the rights of the Campfield Master Homeowners' Association without the written approval of Campfield Master Homeowners' Association. Any such approval shall be evidenced by a recordable instrument executed by the Campfield Master Homeowners' Association.

E. Without the prior written consent of Campfield Master Homeowners' Association, no permanent improvements other than as set forth and shown in the Exhibits to this Declaration shall be constructed on the Property, and no substantial or material alterations of the exterior of any Building.

F. The Developer and Campfield Master Homeowners' Association and their respective agents and employees shall have the reasonable right of ingress and egress to the Property for the purpose of preserving, maintaining or improving the common roadways and providing access to

public roads, lakes or other similar areas (whether within or without the Property), although nothing stated herein shall require the Developer or the Campfield Master Homeowners' Association to maintain any such properties located within the Property.

G. Stormwater Management System will be maintained by the Campfield Master Homeowners' Association.

XV. CAMPFIELD OWNERS ASSOCIATION

The Property is subject to the terms and conditions of the Master Declaration of Covenants and Restrictions for Campfield. The Campfield Owners Association is responsible for the improvement, operation, maintenance or repair of the following: (1) all common areas including all signs, landscaping and other improvements located on the common areas; (2) all sidewalks located in the public right-of-way (except for edging and similar activities which shall be the responsibility of the owner); (3) surface water or stormwater management system of the Campfield Owners Association; (4) irrigation of the landscaping located in the public road system, provided however that all maintenance, repair or replacement of the landscaping within the public road system other than irrigation shall be the responsibility of the owner of the lot abutting the public road system. There are also certain use and alteration restrictions set forth in the Master Declaration of Covenants and Restrictions for Campfield.

XVI. GENERAL PROVISIONS

A. Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy-five percent (75%) of the Parcels subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Board of Directors shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

B. Condemnation. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy-five percent (75%) of the votes shall agree to the distribution of the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

C. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the Parcel and to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing, if different.

D. Enforcement of Covenants. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Campfield Homeowners' Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

1. Notice: The Campfield Homeowners' Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

2. Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

3. Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(a) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(b) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(c) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars ($1,000.00).

(d) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

4. Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

5. Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

6. Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

7. Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Campfield Homeowners' Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Campfield Homeowners' Association may otherwise be entitled to recover by law from such Owner.

8. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

E. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or " include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends 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. The terms "Parcel" and "Property" mean all or any portion applicable to the context, and include all Improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this paragraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

F. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration which shall remain in full force and effect.

G. Rules and Regulations. All Owners shall comply with any and all rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, including the operation, use, maintenance and control of the Residences, Parcels and any facilities or services made available to the Owners, and shall not in any way diminish the powers of self-government of the Association. A copy of any rules and regulations which may be adopted from time will be made available to each Owner upon receipt of such Owner's request.

H. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by written consent of the Owners of seventy-five percent (75%) of the Parcels subject to this Declaration. This paragraph shall not apply, however, to: (a) actions brought by the Association to enforce and provisions of this Declaration (including, without limitation, foreclosure of lien); (b) imposition of Assessments as provided herein; (c) proceedings involving challenges, to any taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of this paragraph, this paragraph shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings and provided above.

I. Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of sixty-six and two-thirds percent (66 2/3%) of the Class A Members or upon a sixty-six and two-thirds percent (66 2/3%) vote of the Class A Members voting in person or by proxy at a regular Association meeting or a special meeting called for that purpose at which there is a quorum, which amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

1. As long as Developer is an Owner of any Parcel, no amendment that materially and adversely affects the Developer shall become effective without the written consent of Developer.

2. Until Turnover, any amendments to this Declaration, including, without limitation, any amendment which results in the annexation of additional lands into the Property and the merger or consolidation of the Association with any other property owners association, must have

prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Parcel.

3. Developer specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration or to correct scrivener's errors in this Declaration; or (v) in such other manner as Developer may deem necessary or convenient.

4. As set forth in Section XIC(D), this Declaration shall not be amended in any manner so as to adversely affect the rights of the Campfield Master Homeowners' Association without the written approval of the Campfield Master Homeowners' Association. Any such approval shall be evidenced by a recordable instrument executed by the Campfield Master Homeowners' Association.

5. SJRWMD. This Declaration shall not be amended in any manner so as to adversely affect the rights of the SJRWMD without the written approval of the SJRWMD. Any such approval shall be evidenced by a recordable instrument executed by the SJRWMD.

6. Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of the County.

J. Assignment of Developer Rights. Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Developer shall be liable for any actions or defaults of, or obligations incurred by, any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

K. Rights of Institutional Mortgagees. All Institutional Mortgagees shall have the following rights:

1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

2. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

3. To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

4. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Parcel encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Parcel encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

L. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

M. Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

N. Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Parcel which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

O. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

P. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property.

Q. No Assurances of Development. The Property is subject to certain governmental or quasi-governmental ordinances and regulations. Developer makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such ordinances or regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Developer's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plan which may be made by the Developer pursuant to this paragraph.

R. **NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE SECURITY PROVIDED TO THE PERSONS AND PROPERTY OF OWNERS, NOR AS TO ITS PHYSICAL**

CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PARCELS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

[Remainder of Page Intentionally Blank]

The undersigned has caused this Declaration to be executed in its name, the day and year first above written.

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Print Name: SAM SPARKS
Its: V.P

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of ~~November~~ December, 2004, by SAM SPARKS, as the V.P. & Attorney in Fact of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is ✓ personally known to me or ____ has provided _____ as identification.

[SEAL]

_____
NOTARY PUBLIC, State of Florida

LINDA A SCHAEDEL
Printed Name
My Commission Expires: JUNE 25, 2005
Commission Number: DD 036580

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11/12/2004 1:46:09 PM

NOTARY PUBLIC STATE OF FLORIDA
LINDA A. SCHAEDEL
MY COMMISSION # DD 036580
EXPIRES: June 25, 2005
Bonded Thru Budget Notary Services

CONSENT OF ASSOCIATION

The undersigned, President of Campfield Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association"), hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Campfield

The undersigned sets its hand and seal this 7th day of ~~November~~ December, 2004.

CAMPFIELD HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
Print Name: SAM SPARKS
Its: ~~Vice~~ PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of ~~November~~ December, 2004, by Sam Sparks, as the President of Campfield Homeowners' Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who is ✓ personally known to me or ___ has provided _____ as identification.

[SEAL]

_____
NOTARY PUBLIC, State of Florida

LINDA A. SCHAEDEL
Printed Name
My Commission Expires: JUNE 25, 2005
Commission Number: DD-036580

1312504_v9

LINDA A. SCHAEDEL
MY COMMISSION # DD 036580
EXPIRES: June 25, 2005
Bonded Thru Budget Notary Services

EXHIBIT A

PROPERTY

A PORTION OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10472, PAGE 1658 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29, THENCE SOUTH 89°25'45" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 2928.33 FEET; THENCE NORTH 00°18'17" WEST, DEPARTING SAID SOUTHERLY LINE, AND ALONG A LINE PARALLEL TO AND LYING 110 FEET EASTERLY OF THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9-A, A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72002-2534, A DISTANCE OF 745.36 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE CONTINUE PARALLEL TO AND 110 FEET EASTERLY OF SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) NORTH 00°18'17" WEST, 851.43 FEET; 2) NORTH 03°43'17" EAST, 529.82 FEET; THENCE NORTH 89°24'34" EAST, DEPARTING SAID PARALLEL LINE, 885.33 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LANDS OF OFFICIAL RECORDS VOLUME 10472, PAGE 1658; THENCE SOUTH 21°15'53" EAST, ALONG SAID EASTERLY LINE, 943.62 FEET; THENCE SOUTH 53°07'05" EAST, CONTINUING ALONG SAID EASTERLY LINE, 60.13 FEET; THENCE SOUTH 23°33'52" WEST, DEPARTING SAID EASTERLY LINE, 527.70 FEET; THENCE NORTH 89°28'51" WEST, 1094.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.98 ACRES, MORE OR LESS.

LESS AND EXCEPT THE CAMPFIELD CONDOMINIUM PROPERTY AS DESCRIBED ON THE ATTACHED:

1312504_v9

CAMPFIELD CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
OVERALL BOUNDARY

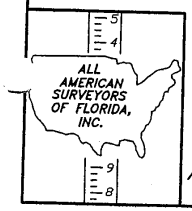
JUNE 2, 2004

A PORTION OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10472, PAGE 1658 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 89°25'45" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 2928.33 FEET; THENCE NORTH 00°18'17" WEST, DEPARTING SAID SOUTHERLY LINE, AND ALONG A LINE PARALLEL TO AND LYING 110 FEET EASTERLY OF THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 9A, A VARIABLE WIDTH LIMITED ACCESS RIGHT-OF-WAY AS DEPICTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72002-2534, A DISTANCE OF 1388.04 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE CONTINUE PARALLEL TO AND 110 FEET EASTERLY OF SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, THE FOLLOWING TWO COURSES: 1) NORTH 00°18'17" WEST, 208.75 FEET; 2) NORTH 03°43'17" EAST, 529.82 FEET; THENCE NORTH 89°24'34" EAST, DEPARTING SAID PARALLEL LINE, 885.33 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10472, PAGE 1658 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO COURSES: 1) SOUTH 21°15'53" EAST, 943.62 FEET; 2) SOUTH 53°07'05" EAST, 60.13 FEET; THENCE SOUTH 23°33'52" WEST, DEPARTING SAID EASTERLY LINE, 130.13 FEET; THENCE NORTH 66°25'50" WEST, 8.80 FEET; THENCE NORTH 70°53'52" WEST, 86.89 FEET; THENCE NORTH 69°36'31" WEST, 99.78 FEET; THENCE NORTH 59°48'21" WEST, 192.86 FEET; THENCE NORTH 83°36'28" WEST, 31.92 FEET; THENCE NORTH 65°14'26" WEST, 22.69 FEET; THENCE NORTH 81°33'00" WEST, 32.10 FEET; THENCE NORTH 74°23'30" WEST, 171.07 FEET; THENCE SOUTH 15°36'30" WEST, 123.87 FEET; THENCE NORTH 87°58'50" WEST, 296.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°20'54", AN ARC LENGTH OF 16.50 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°18'23" WEST, 16.39 FEET; THENCE NORTH 64°37'56" WEST, 21.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 109.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°52'15", AN ARC LENGTH OF 3.58 FEET TO A POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°34'03" WEST, 3.58 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 66°30'11", AN ARC LENGTH OF 17.41 FEET TO A POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°15'06" WEST, 16.45 FEET; THENCE DUE NORTH, 52.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°26'58", AN ARC LENGTH OF 14.52 FEET TO A POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°43'29" EAST, 13.96 FEET, THENCE NORTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 224°48'08", AN ARC LENGTH OF 372.74 FEET TO A POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°57'06" WEST, 175.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 53°46'42", AN ARC LENGTH OF 14.08 FEET TO A POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°32'12 WEST, 13.57 FEET; THENCE SOUTH 64°25'33" WEST, 43.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°16'10", AN ARC LENGTH OF 66.16 FEET TO A POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°03'38" WEST, 65.62 FEET; THENCE SOUTH 89°41'43" WEST, 2.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°18'17" WEST, 35.36 FEET.

CONTAINING 21.35 ACRES, MORE OR LESS.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS – 6820 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/279-0088

EXHIBIT: *SHEET:*

OR BK 12193 PAGE 1917

And less and except those tracts of land identified as Parcels A, B, C, D, E, F, H and J on the attached depiction.

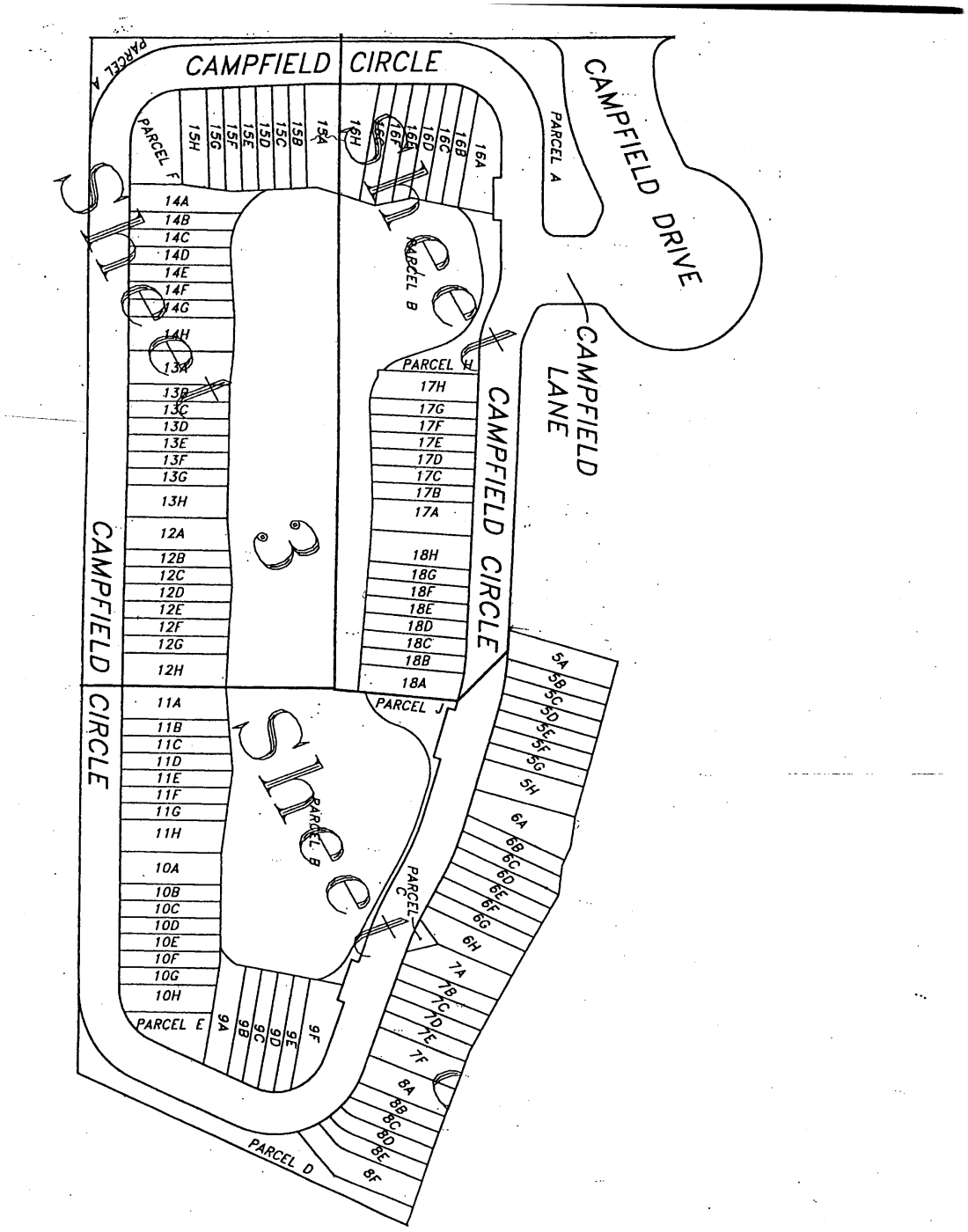

CAMPFIELD CIRCLE
CAMPFIELD DRIVE
CAMPFIELD LANE
CAMPFIELD CIRCLE
CAMPFIELD CIRCLE
PARCEL A
PARCEL B
PARCEL C
PARCEL D
PARCEL E
PARCEL F
PARCEL H
PARCEL J
SHED
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EXHIBIT B

ARTICLES OF INCORPORATION
OF
CAMPFIELD HOMEOWNERS' ASSOCIATION, INC.

1312504_v9

H04000231972 3

ARTICLES OF INCORPORATION
OF
CAMPFIELD HOMEOWNERS ASSOCIATION, INC.

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Campfield to be recorded in the public records of Duval County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of the corporation is CAMPFIELD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

May Management Services, Inc.
10036 Sawgrass Drive West, Suite 1
Ponte Vedra Beach, Florida 32082
(904) 273-9832

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Parcels. For such purposes, the Association shall have and exercise the following authority and powers:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association,

Prepared by Melissa S. Turra
Florida Bar No. 0022063
Holland & Knight LLP
50 N. Laura St., Suite 3900
Jacksonville, FL 32202
904-353-2000

including without limitation, adequate assessments for the costs of maintenance, repair and operation of the Stormwater Management System, including without limitation drainage structures and drainage easements.

3. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.

4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

5. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.

6. To make, establish and amend reasonable rules and regulations governing the use of the Parcels.

7. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.

8. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

9. To timely file all required corporate filings with the Florida Secretary of State's office.

10. It is contemplated that the Campfield Master Association, Inc. ("Campfield Master Association") shall operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("SJRWMD") permit number 4-031-86440-1 requirements and applicable SJRWMD rules and shall assist in the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Campfield Master Association which relate to the Stormwater Management System. In the event that the Campfield Master Association ceases to exist or fails to fulfill its obligations with respect to the Stormwater Management System, then the Association shall operate, maintain and manage that portion of the Stormwater Management System located within the Property in a manner consistent with the SJRWMD permit number 4-031-86440-1 requirements and applicable SJRWMD rules and shall assist in the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Campfield which relate to the Stormwater Management System.

11. It is contemplated that the Campfield Master Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. In the event that the Campfield Master Association ceases to exist or fails to fulfill its obligations with respect to the Stormwater Management System, then the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual

expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE V – MEMBERSHIP

1. Every person or entity who is record owner of a fee or undivided fee interest in any Parcel, including Pulte Home Corporation, a Michigan corporation ("Developer"), and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of Duval County of a deed or other instrument establishing a transfer of record title to any Parcels for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Parcel. It shall be the responsibility and obligation of the former and new Owner of the Parcel to provide such copy to the Association.

3. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Parcel owned by such Member.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Parcel owned, which may be cast by such member after Turnover (as hereinafter defined). When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Notwithstanding the foregoing, if title to any Parcel is held by a husband and wife, either spouse may cast the vote for such Parcel unless and until a written voting authorization is filed with the Association. When title to a Parcel is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

a. Three (3) months after seventy-five percent (75%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.

b. On or before seven (7) years from the recording of the Declaration.

c. Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote for all matters properly brought before the Association and to elect the majority of the members of the Board of Directors. After Turnover, the Developer shall have one (1) vote for each Parcel owned by Developer. For the purposes of this Article builders, contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending these Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of these Articles.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

Name	Address
David A. Smith	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Dino Favara	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Linda Schaedel	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256

Until Turnover, the Board of Directors shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect one-third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of directors should be made as nearly equal as possible). At each annual meeting thereafter, the Members shall elect the Directors to be elected by the Class A Members for terms of three (3) years; provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. (After Turnover and for so long as the Class B Member owns at least five percent (5%) of the Parcels within the Property, the Class B Member may appoint the minority of the Board of Directors or not less than one (1) Director). Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

In the event of termination, dissolution or final liquidation of the Association, any responsibility that the Association has for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE X - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

Name and Title	Address
David A. Smith President	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Dino Favara Vice President	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Linda Schaedel Secretary/Treasurer	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256

ARTICLE XI - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XII - AMENDMENTS

The members of the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property (Townhomes at Campfield) or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by

proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII - INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV - FHA/VA PROVISIONS

For so long as the Class B Membership exists, the annexation of additional properties, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

David A. Smith
5210 Belfort Road, Suite 400
Jacksonville, Florida 32256

[SIGNATURES ON FOLLOWING PAGE]

For the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 16th day of August, 2004.

CAMPFIELD HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
David A. Smith
Its President

1912648_v1

CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

Campfield Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named May Management Services, Inc., whose address is 10036 Sawgrass Drive, West, Suite 1, Ponte Vedra Beach, Florida 32082 as its agent to accept service of process within Florida.

CAMPFIELD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
David A. Smith
Its President

Date: 8/14/07

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

MAY MANAGEMENT SERVICES, INC.

By: _____
Name: _____
Title: _____

Date: _____

1912648_v1

CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

Campfield Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named May Management Services, Inc., whose address is 10036 Sawgrass Drive, West, Suite 1, Ponte Vedra Beach, Florida 32082 as its agent to accept service of process within Florida.

CAMPFIELD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:_____
David A. Smith
Its President

Date: _____

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

MAY MANAGEMENT SERVICES, INC.

By: Rebecca A Gadd
Name: Rebecca A. Gadd
Title: Vice President

Date: 08/09/04

1912648_v1

EXHIBIT C

BYLAWS
OF
CAMPFIELD HOMEOWNERS' ASSOCIATION, INC.

1312504_v9

BYLAWS
OF
CAMPFIELD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is CAMPFIELD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256, but meetings of Members and directors may be held at such places within Duval County, Florida, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Townhomes at Campfield to be recorded in the public records of Duval County, Florida, as such may be modified and supplemented from time to time ("Declaration").

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The regular meetings of the Members shall be held on a designated day of November of each year hereafter, at the hour designated by the Board of Directors in the notice provided hereinbelow.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section 3. Notice of Meeting.

a. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Lot, by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association for the purpose of notice (or to the last address supplied by the Member to the Association), or by electronically transmitting (to those Members who consent to receive notice by electronic transmission) a copy of such notice to the Member's electronic mailing address last appearing on the books of the Association for the purpose of notice at least fifteen (15) days but no more than ninety (90) days before such meeting, to each Member entitled to vote thereat. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

b. Any Member may waive such notice by a writing signed by such Member, and such waiver, when filed in the records of the Association before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 4. Voting. Members shall be entitled to such votes as more fully set forth in the Articles. Matters shall be deemed approved if approved by a majority of votes represented at a duly noticed meeting at which a quorum is present in person or by proxy. Decisions that require a vote of the Members must be made by the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained in person or by proxy.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote thirty percent (30%) of the votes of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time, and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer that ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy shall be placed in the minute book.

Section 8. Order of Business. The order of business at the annual meeting of Members shall be as follows:

a. Call to order;
b. Calling of the roll and certifying proxies;
c. Proof of notice of meeting or waiver of notice;
d. Reading and disposal of unapproved minutes;
e. Election or appointment of inspectors of election;
f. Nomination and election of Board of Directors;
g. Reports;
h. Unfinished business; and
i. Adjournment.

Section 9. Adjournment. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before adjournment is taken or notice must be given of the new time, date or place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5)

Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending the Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of the Articles. Until the Class B Membership has terminated, the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

Section 2. Method of Nomination. Until Turnover (as more fully defined in the Declaration), the Board of Directors shall consist of Directors appointed by the Class B Member. After Turnover, the persons to be elected by the Class A Members shall be made by a nominating committee or from the floor by Members at the annual meeting.

Section 3. Election. After Turnover, the Members may cast one (1) vote for each Parcel or Reconfigured Parcel owned in respect to each vacancy. An election shall be by secret written ballot. Cumulative voting is not permitted. The election of Directors shall take place at the annual meeting and Members may vote in person at a meeting or by ballot that the Member personally casts prior to such meeting. Those persons receiving the largest number of votes shall be elected. At the first annual meeting after Turnover, the Class A Members shall elect one third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board of Directors not be divisible by three, then the classes of Directors shall be made as nearly equal as possible). Thereafter, all Directors to be elected by the Class A Members shall be elected for a three (3) year term, it being the intent that the terms of the Directors should be staggered. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one (1) Director, the Class B Member shall appoint and replace such persons at its sole discretion. Notwithstanding the foregoing, each Director elected at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting.

Section 4. Resignation and Removal. A Director may resign at any time by delivery of a written notice to the Board of Directors, its chairman or secretary. The unexcused absence of a Director from three consecutive regular meetings of the Board of Directors shall be deemed a resignation. Any Director elected by the Class A Members may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association voting at a duly noticed meeting at which a quorum is present, in person or by proxy. No director appointed by the Class B Member shall be removed except by the Class B Member. A resignation is effective when notice is delivered, unless notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court of Duval County, Florida, for the appointment of a receiver to manage the affairs of the Association by certified or registered mail. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association and post in a conspicuous place on the Common Property a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted board of directors and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

ARTICLE V - MEETING OF DIRECTORS

Section 1. Organizational Meeting. The newly elected Board of Directors shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board of Directors, and shall be open to all Members. Except that meeting between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege may be closed to Members.

Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Board of Director meetings shall be mailed, delivered or electronically transmitted (if such Member has consented to receive notice by electronic transmission) to each Member at least seven (7) days in advance, except in an emergency. Notice of any meeting in which Assessments against Parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Members is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects, at the beginning of the meeting or promptly upon his arrival, to the holding of the meeting or transacting of specified affairs at the meeting, or unless he or she votes against or abstains from the action taken.

Section 5. Voting. Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers of the Association as set forth in the Articles.

Section 2. Duties. It shall be the duty of the Board of Directors to perform the following:

a. Cause to be kept a complete record of all its corporate affairs, including minutes of all meetings of Members and of the Board of Directors, in a businesslike manner, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board of Directors must be maintained for at least seven (7) years in a written form or in another form that can be converted into written form in a reasonable time and shall be available for inspection by Members or their authorized representatives and Board of Directors members, at reasonable times and for a proper purpose. A vote or abstention from voting on each matter for each Director present at a Board of Directors meeting must be recorded in the minutes.

b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

c. Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or by its authorized agent.

d. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause such persons to be bonded as the Board of Directors deems appropriate in its sole discretion.

e. Prepare the proposed annual budget, submit the same to the Membership for comments, and approve the annual budget.

f. Fix General Assessments, Special Assessments, and Parcel Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

g. Annually adopt the budget and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid ten (10) days after they become due.

h. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

i. Cause the lien against any Parcel for which Assessments are not paid within thirty (30) days after the due date to be foreclosed, or cause an action at law to be brought against the Owner personally obligated to pay the same.

j. Cause the Stormwater Management System to be maintained in accordance with the Declaration and to assure that all permits assigned to the Association are maintained in accordance with their terms.

k. Procure and maintain adequate insurance as the Board of Directors deems necessary or as may be required or permitted by the Declaration.

l. Exercise architectural review or designate a committee therefore, to review all Improvements, other than the Initial Improvements, in the manner set forth in the Declaration.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. After Turnover, the offices of President and Secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

b. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

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

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

ARTICLE IX - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

ARTICLE X - BUDGETS AND ASSESSMENTS

Section 1. Budgets. The Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available to the Member upon request with no charge.

Section 2. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and interest, costs and reasonable attorney's fees of any Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Parcel.

Section 3. Financial Reports. The Association shall prepare and annual financial report with sixty (60) days after the close of the fiscal year. The financial report shall comply with the applicable provisions of Florida Law.

ARTICLE XI - NOTICE OF TRANSFER

Prior to conveyance of any Parcel to an Owner, such Owner shall provide to the Association written notice of the party to whom the Parcel is to be conveyed together with an address for such new Owner for Association records.

ARTICLE XII - ASSOCIATION RECORDS

In accordance with the requirement of Section 617.303(4), Florida Statutes, the Official Records of the Association shall consist of::

Section 1. General Records.

a. A copy of any plans, permits, warranties, and other items related to improvements constructed on the property which the Association is obligated to maintain, repair or replace.

b. A copy of the Bylaws of the Association and of each amendment to the Bylaws.

c. A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

d. A copy of the Declaration of Covenants and of each amendment thereto.

e. A copy of the current rules of the Association.

f. A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

g. A current roster of all Members and their mailing addresses, Parcel identifications, and, if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission.

h. All current insurance policies of the Association, or a copy thereof.

i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.

j. A copy of all bids received by the Association for work to be performed, which must be retained for one (1) year.

Section 2. Financial Records. Accounting records for the Association and separate accounting records for each Parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The financial records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current and a periodic statement of the account for each Member of the Association, designating the name and address of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

c. All tax returns, financial statements and financial reports of the Association.

d. Any other records that identify, measure, record or communicate financial information.

Section 3. Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

ARTICLE XIII - AMENDMENT

Section 1. Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

Section 2. FHA/VA Approval. For so long as the Class B Membership exists, any amendment to these Bylaws shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property, as such terms as defined within the Declaration.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE XIV – SEAL

The seal of the Association is hereby adopted in the form affixed hereto including the name of the Association, the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE XV - INTERPRETATION

These Bylaws have been adopted in accordance with the provisions of Chapter 617, Florida Statutes (Corporations Not for Profit) and Chapter 720, Florida Statutes (Homeowner's Associations). To the extent that the provisions of these Chapters are amended or modified in a manner that is inconsistent herewith or that expands or clarifies any provisions hereof, the amendments or modifications of the statutes shall prevail.

The foregoing Bylaws of Campfield Homeowners Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors.