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NASSAU COUNTY, FLORIDA
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**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
CARTESIAN POINTE**

Rec 150.07

THIS DECLARATION, made this 29th day of April, 2003 by Pointe Cartesian, L.L.C., a Florida L.L.C. ("Developer"), which declares that the real property known as CARTESIAN POINTE UNIT 1, according to plat thereof recorded in Plat Book 6, pages 345 through 349 of the public records Nassau County, Florida ("Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutual Benefits.** The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property and are intended to create mutual equitable servitude's upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Obligations.** Every person who is an Owner does, by reason of taking title to land located within the Property, agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

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

Section 2.1 **Association.** The CARTESIAN POINTE PROPERTY OWNERS ASSOCIATION, INC., is a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached hereto as Exhibits "A" and "B" respectively.

Section 2.2 **Board.** The Board of Directors of the Association.

Section 2.3 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use and enjoyment of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof.

Section 2.4 **Developer.** Developer and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Pointe Cartesian, L.L.C. as the Developer of the Property is not intended and shall not be construed to impose upon Pointe Cartesian, L.L.C. any obligations, legal or otherwise, for the acts or omissions of third parties

who purchase lots or parcels within the Property from Pointe Cartesian, L.L.C. and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot.** Any platted Lot within the Property, on which one residential dwelling has been or could be constructed.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit "C" and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.9 **PUD.** Planned Unit Development Ordinance Number 2001-11 as enacted by Nassau County Florida, as the same may be amended from time to time.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 400-4, 40C-40, or 40C-4.2, F.A.C., or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "C" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development shall be construed as subjecting or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to the Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, or water bodies, shall be deemed contiguous) and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions) and shall be responsible for their prorata share of common expenses for which assessments may be levied pursuant to the terms

of Article VI of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Nassau County, Florida a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV VOTING RIGHTS

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property) shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have two classes of membership:

(a) **Class A Members.** The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owners thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Members shall be the Developer, who shall be entitled to three (3) votes for each Lot owned by Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total outstanding in the Class B Membership; or

(ii) On December 31, 2006.

ARTICLE V COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association free and clear from all encumbrances before the first sale of a Lot to a Class A Member and the Association shall accept such conveyance or assignment. Subject to the provisions of Section 5.3 hereof, the Common Area shall not be otherwise conveyed or mortgaged unless Owners holding two-thirds (2/3) of the votes allocated to the Class A Members shall consent to same.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose) which shall be appurtenant to and shall pass with the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the zoning or any environmental permit;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The rights of the Developer under Section 5.3 to add to the Common Area; and
- (e) Easements, restrictions, agreements, and other matters of record as of the date of recordation of this Declaration or contained in this Declaration.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, or water-bodies shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot or materially or adversely affect access, visibility or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Nassau County, Florida, which shall specifically reference as such under Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, street lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television; telephone or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall maintain all lakes, drainage areas, drainage easements and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge/fill, consumptive use, surface water permits or any other applicable permits issued by the United States Army Corp of Engineers, Florida Department of Environmental Protection, St. John's River Water Management District and Nassau County, Florida, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage, and water quality promulgated by the St. John's River Water Management District, the Florida Department of Environmental Protection and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of

practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. John's River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. John's River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association; and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents and contractors, a non-exclusive perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.1 **Architectural Review and Approval.** Except for the initial construction of residential dwellings and related structures, landscaping and other improvements ("Initial Construction") no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed, or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and, as to specific conformance with architectural criteria which may be imposed from time to time by the Developer of the Association. It shall be the burden of each Owner to supply one (1) set of completed plans and specifications to the ARB prior to construction (other than Initial Construction). The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. The plans and specifications shall be deemed approved if the ARB fails to provide written disapproval (with specific reasons stated for such disapproval) within such thirty (30) day period. Any change or modification to an approval plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meetings of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

- (a) To recommend amendments to the architectural standards to the Board at such time as the Board shall have the right to adopt or amend architectural standards for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the

Board, only the Developer shall have the right to promulgate, amend, eliminate or replace architectural standards applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural standards shall be promulgated, amended, eliminated or replaced by the Board. Any amendment of the architectural standards shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural standards, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and copy of any amendment of the architectural standards shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural standards, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction) or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Developer.** No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to and approved by the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation and Construction by the Developer from time to time.

Section 6.6 **Variance.** The Developer and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural standards when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect for the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural standards covered by the variance, not shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB or the Association as contemplated by this Article VI, neither the Developer, the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals whether given, granted or withheld by the Developer, the ARB or the Association.

**ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorney's fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use or by non-use of the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management of and accounting fees, taxes, insurance and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof and for all other purposes reasonably contemplated by this Declaration, the Articles or the Bylaws. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to the Common Area.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's prorata share of the total annual assessment or any special assessment shall be based upon the following:

(a) All annual and special assessments shall be established at a uniform rate per Lot by dividing the total annual or special assessment amount by the total number of Lots within the Property.

(b) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the public records of Nassau County, Florida. Annual assessments shall be collectable in advance installments on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than quarterly. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(c) The annual assessment cannot be increased by the Board of Directors in excess of 5% of the prior year's assessments without approval of a majority of the membership.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligations and Remedies of Developer.** The lien of the Association shall be effective from and after recording in the public records of Nassau County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the Association may charge a reasonable late fee and at the Association's option, the assessment shall also bear interest from the date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include, without limitation, reasonable attorney's fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other assessments levied by the Association or to any lien for such assessments during the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. In the event the Developer shall fund deficits resulting from the failure of one or more Owners to timely pay assessments, the Developer shall be entitled to reimbursement for such funding out of proceeds recovered by the Association from such Owners. Further, should the Association collect surplus funds for any annual period such surplus funds may be used during subsequent annual periods to reduce the Developer's deficit funding obligation. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters,

downspouts and exterior building surfaces and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days after receipt of written notice from the Association of its intent to perform such maintenance within which to perform the required maintenance after which fifteen (15) day period the Association may undertake the maintenance.

Section 8.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessments shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorney's fees, and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under the Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX UTILITY PROVISIONS

Section 9.1 **Water System.** The central water supply system provided for the service of the Property by the Jacksonville Electric Authority shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot and which serve same. No individual potable water supply system or well for consumptive purposes shall be permitted at any time with only such notice as under the circumstances is practically affordable.

Section 9.2 **Sewage System.** The central sewage system provided for the service of the Property by the Jacksonville Electric Authority shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and which serve same and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots only by franchised entities or by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer and any other utility services for service to such Lot.

ARTICLE X USE RESTRICTIONS AND RIGHTS AND **EASEMENTS RESERVED BY DEVELOPER**

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwelling and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or

commercial building may be erected on any Lot. No business may be conducted on any Lot without prior written approval from the Association and provided such business operation shall not alter the residential character of the Property in any way. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, it is sole discretion, at the time written consent for such subdivision is given by the Developer. No dwelling or other structure or improvement shall be erected, places or permitted to remain on any building site which does not include at least one (1) full platted Lot according to recorded plans of the Property.

Section 10.2 **Minimum Square Footage.** No residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living area thereof, exclusive of garages, porches and storage rooms, shall be equal to or exceed one thousand one hundred (1,100) square feet unless otherwise approved by the Developer.

Section 10.3 **No Detached Buildings.** No detached garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer or the ARB, as applicable.

Section 10.4 **Minimum Lot Area and Setbacks.** Single family lots will have a minimum width, minimum depth, setbacks and a minimum lot area as stipulated in the PUD.

Section 10.5 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot; except within a building, or otherwise screened, so as to be buffered from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis except that commercial vehicles driven by residents of the lots may be parked within the Property within public view subject to approval of the Board. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 10.6 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.7 **Antenna.** No aerial, antenna or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building within the Property without the prior written approval of the ARB except satellite dishes less than 3 feet in diameter located on the rear of the house so as to be blocked from public view from the street.

Section 10.8 **Clothesline.** No clothes or laundry shall be hung or clotheslines erected on any Lot, unless screened from eye view from the street.

Section 10.9 **Lakes.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of, a lake ("lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without prior written consent of the Board. Further, all shoreline vegetation, including cattails and the like, shall be maintained and

controlled by the Owner of any lake parcel pursuant to the requirement of Section 10.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, (at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Board. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.9 HEREOF.

Section 10.10 **Insurance and Casualty Damages.**

(a) Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of damage or destruction.

(b) The Association shall carry casualty and general comprehensive liability insurance with respect to the Common Area in such amounts as the Board of Directors shall reasonably determine are adequate.

Section 10.11 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer or the ARB, as applicable.

Section 10.12 **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

Section 10.13 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARB.

Section 10.14 **Lighting.** No exterior lighting shall be permitted which alters the residential character of the Subdivision, unless approved by the ARB.

Section 10.15 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. In any event, there shall not be more than a total of two (2) animals or pets of any type kept on any one Lot, unless approved by the Board.

Section 10.16 **Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and any improvements placed thereon shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction shall not park on any roadway, and the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 **Fences.** Except as approved by the Developer as part of Initial Construction or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.18 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19 **Common PUD.** Due to the integrated nature of the Property and the lands described by the PUD, no Owner or any other person or entity shall construct any improvements upon any Lot or any other portion of the Property, nor take any other action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 10.20 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the zoning, and all environmental, land use, marketing and consumer protection ordinances, statutes, regulations and permits applicable to the Property or to any improvements constructed thereon.

Section 10.21 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

ARTICLE XI RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines; drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area, (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property, and (iii) a strip of land within each Lot ten feet in width along the front and rear and 5 feet in width along the sides of each Lot.

Section 11.2 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut driveways for surface water wherever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any

permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or sanitary sewer lines.

Section 11.3 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and right of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Developer Rights Re: Temporary Structure, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 **Remedies for Violations.**

12.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant, or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party or parties shall be entitled to reasonable attorneys fees for pre-trial preparation, trial and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration or by law.

12.1.2 In addition to all other remedies and to the maximum extent allowed by law in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees to comply with any covenant or restriction herein contained or rules of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation or failure to abide by the Association's warning with respect to a first violation, the Association shall provide the Owner with a notice of its intent to impose a fine. Included in the notice shall be the date and time of a meeting of the Board of Directors at which time the Owner shall present argument as to why a fine should not be imposed. At least six (6) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Board of Directors, after which the Board of Directors shall receive evidence and hear argument as to why

a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witness.

(d) The Board of Directors may levy fines at its discretion as follows:

(i) Second non-compliance or violation or failure to abide by the Association's written warning with respect to a first violation; a fine not in excess of Twenty-Five and no/100 Dollars (\$25).

(ii) Third non-compliance or violation: a fine not in excess of One Hundred Fifty and no/100 Dollars (\$150.00).

(iii) Fourth or subsequent non-compliance or violation, or those which are of a continuing nature after not less than two (2) prior written notices thereof have been delivered to the Owner; a fine not in excess of One Hundred and no/100 Dollars (\$100.00).

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Additional Restrictions**. No owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are no inconsistent with and which do not lower standards established by this Declaration.

Section 12.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of ninety (90) years and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter,

amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, for so long as the Class B Membership shall exist, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. And further, any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the St. John's Water Management District. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the public records of Nassau County, Florida.

Section 12.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity or inconsistency between this Declaration, the Articles or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.7 **Usage.** Whenever used, the singular shall include the plural and the singular and the use of any gender shall include all genders.

Section 12.8 **Effective Date.** This Declaration shall become effective upon its recordation in public records of Nassau County, Florida.

Section 12.9 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OUR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS, POISONOUS SNAKES AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND DO NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under this 29th day of April, 2003.

Signed, sealed and delivered
in the presence of

[Signature]
[Signature]

POINTE CARTESIAN, L.L.C., a Florida Limited
Liability Company

By: [Signature]
Kenneth P. Kuester, Its Managing Member

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29th day of April, 2003 by Kenneth P. Kuester, Managing Member of Pointe Cartesian, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He is personally known to me and did not take an oath.



Pamela E Lloyd
My Commission DD052867
Expires October 02, 2005

[Signature]
Notary Public, State of Florida
Name: Pamela E Lloyd
My Commission Expires: _____
My Commission Number is: _____

CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, that:

1. FAIRFIELD FINANCIAL SERVICES, INC., a Georgia corporation ("Mortgagee") is the owner and holder of the following mortgage (the "Mortgage") which encumbers the lands described therein.

2. Mortgagee hereby consents to the making of the above and foregoing Declaration of Covenants and Restrictions for Cartesian Pointe Subdivision, and agrees that the lien of its Mortgage shall be subordinate to the easements created, as well as the provisions of such Declaration.

April IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Joinder this 22nd day of ~~March~~, 2003.

Signed, sealed and delivered
in the presence of
[Signature]
Print Name > Fonnie G. Lass

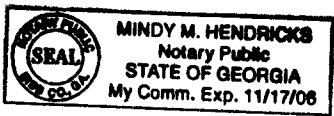
[Signature]
Print Name > Angela Barrentine

FAIRFIELD FINANCIAL SERVICES, INC., a Georgia corporation

By: [Signature]
Name > James O. Dewitt
Its Vice Chairman

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Bibb

The foregoing instrument was acknowledged before me this 22nd day of April, 2003 by James O. Dewitt, Vice Chairman ~~President~~ of Fairfield Financial Services, Inc., a Georgia corporation, on behalf of the corporation. He/She () is personally known to me or () has proven to me on basis of satisfactory evidence to be the person who executed this instrument.



[Signature]
Notary Public, State of Florida
My Commission expires:

**Articles of Incorporation
Cartesian Pointe Homeowners Association, Inc.**

The undersigned incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following articles of incorporation of such corporation:

**ARTICLE I
Corporate Name**

The name of the corporation (hereinafter called the "Association") is Cartesian Pointe Homeowners Association, Inc.

**ARTICLE II
Corporate Office and Mailing Address**

The street address of the principal office of the Association will be:

5150 Belfort Road, Building 100
Jacksonville, Florida 32256

The mailing address for the Association will be:

5150 Belfort Road, Building 100
Jacksonville, Florida 32256

**ARTICLE III
Purpose and Powers**

The primary purposes for which the Association is formed are to perform all obligations and exercise all privileges of the Homeowners Association as set forth in *Declaration of Covenants and Restrictions for Cartesian Pointe Subdivision* to be recorded in the public records of Nassau County, Florida, as the same may be amended or supplemented from time to time, (the "Declaration"). In particular, and not in limitation, the Association shall operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 40-001-65662-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restricts which relate to the surface water or stormwater management system;

In furtherance of such purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Assess, levy, collect, and enforce payment by any lawful means all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, including expenses incidental to the conduct of the business of the Association, and including all licenses, taxes, or governmental charges levied on or imposed against the Association as well as insurance maintained by the Association;
- (c) Acquire, own, maintain, convey, sell, lease, transfer, or otherwise dispose of real property and personal property in connection with the affairs of the Association; and

Michael N. Schneider, Esquire
Ansbacher & Schneider, P.A.
P.O. Box 551260
Jacksonville, Florida 32255
Fla. Bar #166929
(904) 296-0100

02-0396.29.b

(d) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against Members of the Association as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any Member.

**ARTICLE IV
Effective Date**

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

**ARTICLE V
Registered Agent and Street Address of Registered Office**

The initial registered agent will be:

Michael N. Schneider

and the registered office for such agent will be at:

c/o Ansbacher & Schneider, P. A.
5150 Belfort Road South, Building 100
Jacksonville, FL 32256

**ARTICLE VI
Name and Address of Incorporator**

The name and address of the incorporator is:

Michael N. Schneider
c/o Ansbacher & Schneider, P. A.
5150 Belfort Road South, Building 100
Jacksonville, FL 32256

**ARTICLE VII
Membership**

The owners of a vested present fee in any Lot shown on the Plat of Cartesian Pointe Unit 1, a Planned Development Subdivision, recorded in Plat Book 6, pages 345 through 349 of the public records of Nassau County, Florida or which shall be added thereto pursuant to Section 3.2 of the Declaration governing such subdivision, (individually, a "Lot," and collectively, the "lots") shall be a member of the Association (individually, a "Member," and collectively, the "Members"). When more than one person holds an interest in any Lot, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

**ARTICLE VIII
Voting**

The Association shall have two classes of voting Members as set forth in Section 4.2 of the Declaration. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as such owners determine and as provided in the Bylaws, but in no event shall more than one vote be cast by a Class A Member with respect to any Lot. As long as there exists a Class B member as set forth in the Declaration, annexation of additional properties, mergers and consolidations, mortgaging of Common Property as defined in the Declaration, dissolution and amendment of the Articles require prior approval of the Department of Housing and Urban Development/Department of Veterans Affairs.

**ARTICLE IX
Board of Directors**

- (a) Composition: The Board will initially consist of at least three persons appointed by the Incorporator. The Board will consist of at least three Directors (or a multiple of three) selected in accordance with the Articles and Bylaws.
- (b) Classes: Each Director will be appointed or elected to one of three classes so as to provide for staggered terms. If the number of Directors is increased, it shall be in multiples of three, and each new Director must be assigned to a class so that each class will have an equal number of Directors.
- (c) Term of Office: The initial term for the Class 1 Director will be for one year. The initial term for the Class 2 Director will be for two years. The initial term for the Class 3 Director will be for three years. Subsequent terms for Directors of any class will be for three years; however, Directors will always serve until resignation or removal or until their successors are elected.
- (d) Qualifications: Each Director must be a Member. If a Director ceases to be a Member during his/her term of office, such person will automatically be removed from the Board effective upon such occurrence.
- (e) Voting Procedure: At each annual meeting, the Members will elect the Directors to replace the Directors of the class whose term of office is then expiring. Each Member will have one vote for each seat to be filled. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. The meeting will be conducted in accordance with the Articles and the Bylaws.
- (f) Removal: Any Director may be removed from office, with or without cause, by at least a majority vote of the Members.
- (g) Vacancies; Replacement of Directors: Any vacancy occurring on the Board may be filled for the remainder of the term by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association to elect new members to the Board may be called by any officer or Member.
- (h) Compensation: Directors will not receive compensation for their services unless approved by the Members.

**ARTICLE X
Name and Address of Initial Board of Directors**

The number of persons constituting the first Board of Directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as Directors until the first election which shall be held at the first annual meeting of the Association are:

Class 1
Kenneth P. Kuester

Class 2
Marian L. Rosenberg

Class 3
Furman Clark

**ARTICLE XI
Officers**

The day to day affairs of the Association will be governed by officers selected by the Board of Directors in accordance with the Bylaws.

**ARTICLE XII
Bylaws**

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote the voting Members existing at the time of and present at such meeting except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

**ARTICLE XIII
Amendments to Articles of Incorporation**

Amendments to these Articles of Incorporation shall be approved by the Board of Directors and then by the Members at any annual meeting of the Association, or at any special meeting duly called and held for such purpose. Amendments require the affirmative vote of seventy-five percent (75%) of the voting Members existing at the time of and present at such meeting.

**ARTICLE XIV
Dissolution and Distribution of Assets**

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptable, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes. In the vent of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which would comply with Section 40-C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

**ARTICLE XV
Indemnification of Officers and Directors**

The Association will indemnify every Director and every Officer of the Association to the greatest extent permitted by law against all expenses and liabilities, including attorney's fees (before trail, at trial, or on appeal) incurred by or imposed upon such person in connection with service as a Director or Officer. This indemnity will apply regardless of whether the person is still serving as a Director or Officer at the time a loss is sustained. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

**ARTICLE XVI
Construction**

Terms utilized in these Articles of Incorporation, but not defined herein, will have the same meaning as in the Declaration. These Articles of Incorporation are subordinate to the terms of the Declaration. To the extent that the provisions hereof conflict with any provisions contained in the Declaration, as amended from time to time, then these Articles of Incorporation will be deemed automatically amended to conform to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned Incorporator of this Corporation has hereunto set his hand and seal this _____ day of April, 2003.

Michael N. Schneider, Incorporator

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is:

Cartesian Pointe Homeowners Association, Inc.

2. The name and address of the registered agent and office is:
Michael N. Schneider
c/o Ansbacher & Schneider, P. A.
5150 Belfort Road South, Building 100
Jacksonville, FL 32256

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

_____, 2003
Michael N. Schneider

EXHIBIT B

BYLAWS
OF
CARTESIAN POINTE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME, PURPOSE AND LOCATION

SECTION 1.1. *Name.* The name of the corporation is Cartesian Pointe Homeowners Association, Inc. (hereinafter referred to as the "Homeowners Association"). The Homeowners Association is a not-for-profit corporation organized and existing under the "Florida Not-For-Profit Corporation Act," Chapter 617 of the Florida Statutes.

SECTION 1.2. *Purposes.* The Homeowners Association has been incorporated for the purposes set forth in the Articles of Incorporation of Cartesian Pointe Homeowners Association, Inc. including, but not limited to, the general purposes of administering, managing, operating, maintaining and preserving a residential community known as Cartesian Pointe, situated in Nassau County, Florida, as defined and governed by that certain Declaration of Covenants, Conditions, Restrictions, and Easements of Cartesian Pointe, as recorded in the Public Records of Nassau County, Florida, and as may be amended from time to time ("Declaration").

SECTION 1.3. *Location of Principal Office.* The principal office of the Homeowners Association shall be located at 5150 Belfort Road, Building 100, Jacksonville, Florida 32256, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE II
DEFINITIONS

SECTION 2.1. *Definitions.* For ease of reference, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Homeowners Association as the "Articles." The terms used in these Bylaws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements of Cartesian Pointe (the "Declaration"), to be recorded in the Public Records of Nassau County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III
MEMBERSHIP AND VOTING

SECTION 3.1. *Membership.* The Members of the Homeowners Association shall consist of all of the record Owners of the Lots from time to time. Any transfer of ownership of a Lot shall terminate an Owner's membership in the Homeowners Association. Membership in the Homeowners Association is appurtenant to a Lot and cannot be conveyed other than by conveyance of the fee simple title to the Lot.

SECTION 3.2. *Voting.* The Homeowners Association shall have two classes of voting Members as set forth in Section 4.2 of the Declaration. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as such owners determine and as provided herein, but in no event shall more than one vote be cast by a Class A Member with respect to any Lot. As long as there exists a Class B member as set forth in the Declaration, annexation of additional properties, mergers and consolidations, mortgaging of Common Property as defined in the Declaration, dissolution and amendment of the Articles require prior approval of the Department of Housing and Urban Development/Department of Veterans Affairs. Each Lot shall be entitled to one (1) vote on any Homeowners Association matter requiring a vote of the Members. The vote to which any Lot is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section 3.2. In no event shall more than one vote be cast with respect to any one Lot except for Class B Members as provided in Section 4.2 of the Declaration. Except as otherwise provided in this Article III, each Member who is designated and entitled to cast the vote for any Lot shall be named in a voting certificate signed by all Owners of such Lot and filed with the Homeowners Association. In the event any such voting certificate is not filed with the Homeowners Association, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Homeowners Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and

wife. If the Lot is owned jointly by a husband and wife, the provisions of Section 3.2(d) shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of a title to, the Lot to which the voting certificate pertains.

Voting rights of Class A Members shall be established as follows:

- (a) In the event an Owner is one person, that person's right to vote shall be established by the recorded title to the Lot at issue.
- (b) In the event a Lot is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their Lot.
- (c) In the event a Lot is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a Lot, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the subject Lot. The voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity.
- (d) Notwithstanding anything to the contrary contained in these Bylaws, in the event a Lot is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Lot:
 - (i) The husband and wife may, but shall not be required to, designate one of them as the voting member;
 - (ii) In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Lot, and if both persons are present at any regular or special meeting of the Members and are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and
 - (iii) In the event the husband and wife do not designate one of them as the person entitled to cast the vote appurtenant to their Lot, and only one of them is present at any meeting, the member present may cast the vote to which their Lot is entitled, without establishing the concurrence of the absent member.

SECTION 3.3. *Voting Certificate and Ledger.* All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Lot, each Member who is designated to vote on behalf of such Lot.

SECTION 3.4. *Quorum.* The presence of designated voting Members holding thirty percent (30%) of all of the votes eligible to be cast by the Members, either in person or by proxy, shall be necessary to constitute a quorum at any meeting of Members. A majority vote of the Members present either in person or by proxy at any meeting of the Homeowners Association when a quorum is present shall decide any matter to be determined by the Homeowners Association, unless otherwise provided by the Articles, Bylaws or Declaration, in which event the voting percentage required by such other provision shall control. In the event less than a quorum is present at any annual or special meeting of the Members, the President may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. Notwithstanding anything to the contrary contained in these Bylaws, notice of adjourned meetings shall be given to the Members as shall be determined by the President

SECTION 3.5. *Proxies.* Any member of the Homeowners Association who is entitled to cast the vote for a Lot may, by written proxy, authorize another person to vote on behalf of such Lot. Any such written proxy shall specify the meeting and issue to which it pertains. The Board of Directors may, in its discretion, prescribe a form for written proxies. A proxy shall be valid only for the purpose and meeting for which it is given as specified therein, and any adjournment of such meeting. Any proxy must be filed with the Secretary before the appointed time of the particular meeting for which the proxy is given in order for the proxy to be effective. A proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy.

SECTION 3.6. *Secret Ballot.* At any time prior to a vote upon any matter at any meeting of Members, any member may require that a vote be made by secret written ballot. If secret written ballots are used, the Chairman of the meeting shall call for nominations and the election of three (3) inspectors of elections to collect and tally such ballots. Such inspectors of elections shall be nominated by a Member or Members and chosen by a majority vote of the membership.

SECTION 3.7. *Annual Meeting.* The annual meeting of the Members of the Homeowners Association shall be held on the first Tuesday in March of each year, or on such other date as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that, if that day is a legal holiday, the annual meeting shall be held on the next secular day. The annual meeting shall be held at a time and place within Duval County,

Florida, as the Board of Directors shall designate.

SECTION 3.8. *Special Meetings*. Special meetings of the Members of the Homeowners Association may be called at any time by the President, and shall be called by the President upon the written request of a majority of the Board of Directors or upon the written request of the Members who are entitled to vote at least one-third (1/3) of all of the votes eligible to be cast by the Members. Special meetings of Members shall be held on such date, and at such time and place in Duval County, Florida, as the Board of Directors shall designate.

SECTION 3.9. *Notice of Meetings*. A written notice of the date, time, place and purpose of all annual and special meetings of Members shall be given to each Member, either personally or by mail at the Member's last known address as it appears on the books and records of the Homeowners Association. Any such notice shall be given to the Members not less than fifteen (15) and not more than forty (40) days before the meeting to which the notice pertains. If notice is given by mail, it shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. In the event any Member desires that notice be mailed to an address other than the address that appears on the books and records of the Homeowners Association, such Member shall file a written request with the Secretary that notices intended for that Member be mailed to some other address, in which case notices shall be mailed to the address designated in such request. Additionally, the Secretary of the Homeowners Association shall cause one or more copies of any such written notice to be posted in a conspicuous place or places on the Property at least fifteen (15) days prior to the meeting for which the notice is given.

SECTION 3.10. *Waiver of Notice*. Notwithstanding anything to the contrary contained in the Articles, the Declaration or these Bylaws, notice of any regular or special meeting of Members may be waived by any Member before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's receipt of notice of such meeting.

SECTION 3.11. *Adjourned Meeting*. If any proposed meeting cannot be held because a quorum is not present, the Members who are present, in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

SECTION 3.12. *Action Without a Meeting*. The Members entitled to vote may, with the approval of the Board of Directors, act by written agreement in lieu of any regular or special meeting of the Members; provided, however, that written notice of the specific matter or matters to be determined is given to all Members as set forth in Section 3.9 of these Bylaws, and such notice includes a time period during which a response must be made by the Members entitled to vote.

SECTION 3.13. *Action Without a Vote*. Whenever the vote of the Members is required or permitted by any provision of the Articles, Declaration or these Bylaws to be taken at any meeting of Members, the vote of the Members may be dispensed with if not less than the required percentage of Members to vote upon the action consent in writing to such action being taken; provided, however, that notice of such action shall be given to all Members unless all Members entitled to vote shall approve such action.

SECTION 3.14. *Minutes of Meetings*. The minutes of all meetings of Owners shall be kept in a book available for inspection by Owners, or their authorized representatives, and by Directors at reasonable times.

SECTION 3.15. *Delinquent Owners*. If any Assessments or portions thereof imposed against an Owner remain unpaid for thirty (30) days after they are due and payable, such Owner's voting rights in the Homeowners Association shall be automatically suspended until all such past due Assessments and all the sums then due are paid, whereupon, the voting rights shall be automatically reinstated.

ARTICLE IV BOARD OF DIRECTORS

SECTION 4.1. *Number, Term and Qualifications of Directors*. The business and affairs of the Homeowners Association shall be managed and governed by a Board of Directors composed of not less than three (3). Directors need not be Owners and one of the Directors shall be elected to serve as the President of the Homeowners Association; provided, however, that until Declarant transfers control of the Homeowners Association to the Owners as provided in Article IV of the Declaration, all Directors shall be elected by Declarant unless Declarant, in its sole discretion, consents to the election of one or more Directors by Members prior to such transfer of control. Directors elected by Declarant may not be removed by Members other than Declarant. Each Director shall serve on the Board of Directors until the next Annual Meeting, and

until his successor is duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws.

SECTION 4.2. *Nomination and Election of Directors.* Until such time as Declarant transfers control of the Homeowners Association to the Owners as provided in Article IV of the Declaration, Declarant may, in Declarant's sole discretion, elect and remove Directors at any time. When the Members of the Homeowners Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

(a) Nominations shall be made by Members at each annual meeting of Members. Nominations may also be made by a Member's submitting a nomination in writing to the Secretary of the Homeowners Association prior to the date of the annual meeting of Members. Thereafter, all nominations shall be submitted to a nominating committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of Members to serve until the close of that annual meeting.

(b) The Directors who shall serve on the Board of Directors shall be elected by a majority of votes cast at the annual meeting of Members, provided a quorum of the Members entitled to vote is present, either in person or by proxy. One vote per Lot may be cast with respect to each vacancy on the Board of Directors. The nominees receiving the largest number of votes shall be elected Directors. There shall be no cumulative voting.

SECTION 4.3. *Organizational Meeting.* Within ten (10) days after each annual election of the Board of Directors, the newly elected Directors shall meet for the purpose of organization, the election of Officers, and the conduct of other business that may be transacted by the Board of Directors. The organizational meeting shall be held on such date and at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided all Directors are present at the meeting at which they were elected. In the event all Directors are not present, notice of the organizational meeting shall be given as provided in Section 4.9 of this Article IV.

SECTION 4.4. *Resignations.* Any Director may resign from his service on the Board of Directors at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall take effect upon receipt thereof by the President or Secretary of the Homeowners Association or at any later time as may be specified in the notice.

SECTION 4.5. *Removal.* Any Director may be removed from his service on the Board of Directors for any nonfeasance, malfeasance, misfeasance or conduct detrimental to the best interests of the Homeowners Association, by the affirmative vote of a majority of the Members at a special meeting of Members called for that purpose, and a successor Director shall, at such meeting, be elected to fill the vacancy thus created. In the event the Members fail to elect a successor Director, then the Board of Directors may fill the vacancy as provided in Section 4.6 of this Article IV. Notwithstanding anything contained herein to the contrary, until a majority of the Directors are elected by the Members other than the Declarant, neither the first Directors of the Homeowners Association nor any Directors replacing them, nor any other Directors named by the Declarant, shall be subject to removal by Members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without a meeting.

SECTION 4.6. *Vacancies.* In the event the office of any Director becomes vacant by reason of death, resignation, disqualification or otherwise, or in the event a majority of the Members fail to replace a removed Director, a majority of the remaining Directors, although less than a quorum, shall choose a successor Director to fill such vacancy. Any successor Director shall serve on the Board of Directors for the balance of the unexpired term of the office he was chosen to fill. The Board of Directors may elect successor Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

SECTION 4.7. *Regular Meetings.* The Board of Directors shall, at each organizational meeting, establish a schedule of regular meetings to be held during the period of time between such organizational meeting and the next annual meeting of Members. All meetings of the Board of Directors other than those established as regular meetings shall be special meetings.

SECTION 4.8. *Special Meetings.* Special meetings of the Board of Directors shall be held when called by the President of the Homeowners Association or by any Director.

SECTION 4.9. *Notice of Meetings.* Except as otherwise provided in these Bylaws, notice of the date, time and place of meetings of the Board of Directors, or adjournments thereof, shall be given to each Director by personal delivery, by ordinary mail at a Director's usual place of business or residence, or by telephone or telegraph, not less than three (3) days prior to the date of such meeting. If mailed, such notice shall be

deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. If given by telegram, such notice shall be deemed delivered when delivered to the telegraph company. The notice for any special meeting of the Board of Directors shall state the purpose of such special meeting; provided, however, that if all Directors are present at any special meeting, notice of a specific purpose shall be deemed waived and any business may be transacted by the Board of Directors at such special meeting. Meetings of the Board of Directors shall be open to all Owners and notice of such meeting shall be posted conspicuously on the Property at least forty-eight (48) hours in advance for the attention of the Members, except in the event of an emergency, provided that Owners shall not be permitted to participate in, and need not be recognized at, any such meeting.

SECTION 4.10. *Waiver of Notice.* A director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these Bylaws by signing a written Waiver of Notice before, during or after any such meeting of the Board of Directors. Attendance by any Director at any regular or special meeting of the Board of Directors shall be deemed to constitute that Director's waiver of notice of such meeting.

SECTION 4.11. *Chairman.* The President shall preside as Chairman at all regular and special meetings of the Board of Directors. In the President's absence, the Directors present at any such meeting shall choose a Chairman to preside at the meeting.

SECTION 4.12. *Quorum.* A quorum of the Board of Directors shall consist of a majority of the total number of Directors serving on the Board of Directors. In the event less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at any meeting of the Board of Directors as originally called may be transacted at any adjourned meeting thereof.

SECTION 4.13. *Voting.* Each Director is entitled to cast one vote on any matters of business properly before the Board of Directors at any regular or special meeting of the Board of Directors. Each and 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 the act of the Board of Directors.

SECTION 4.14. *Action Without Meeting.* The Board of Directors may act without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors and is filed with the minutes of the meetings of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors and a resolution thereof.

SECTION 4.15. *Telephone Meeting.* Any Director may participate in any meeting of the Board of Directors by means of conference telephone or any similar means of communication by which all Directors participating can hear each other at the same time. Such participation by any Director shall constitute that Director's presence in person at any meeting.

SECTION 4.16. *Minutes of Meetings.* The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director to record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. The minutes of all meetings of the Board of Directors shall be made available to any Director, Officer or Member of the Homeowners Association at the office of the Homeowners Association during reasonable times and upon reasonable notice by the person requesting to inspect them.

SECTION 4.17. *Compensation and Expenses.* No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the Homeowners Association may reimburse any Director for actual expenses incurred in the performance of his duties, and contract with a Director for the rendition of unusual or exceptional services to the Homeowners Association and compensate him in an amount that is appropriate in light of the value of such services.

SECTION 4.18. *Powers and Duties.* The Board of Directors shall have all powers and duties reasonably necessary to administer, manage, operate, preserve and maintain the Homeowners Association and the Property as set forth in the Articles, Declaration and Bylaws and granted by law to directors. Such powers shall include, but not be limited to the following:

- (a) Operating and maintaining the Common Property and Stormwater Management Facility;
- (b) Determining the expenses required for the operation of the Homeowners Association;
- (c) Levying Assessments on, and collecting them from, Owners;
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Property and Stormwater Management Facility;
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the

Property;

- (f) Maintaining bank accounts on behalf of the Homeowners Association and designating the signatories required therefor;
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Homeowners Association, or its designee;
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Homeowners Association, or its designee;
- (i) Selling, leasing, renting, mortgaging or otherwise dealing with Lots acquired, and subleasing Lots leased, by the Homeowners Association, or its designee;
- (j) Organizing corporations and appointing persons to act as designees of the Homeowners Association in acquiring title to or leasing Lots or other property;
- (k) Obtaining and reviewing insurance for Lots, Common Property and Stormwater Management Facility;
- (l) Making repairs, additions and improvements to, or alterations of, Lots, Common Property and Stormwater Management Facility, and repairs to and restoration of the Common Property and Stormwater Management Facility, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;
- (m) Enforcing obligations of the Owners and taking such other actions as shall be deemed necessary and proper for the sound management of the Homeowners Association;
- (n) Levying fines against appropriate Owners for violations of the rules and regulations established by the Homeowners Association to govern the conduct of such Owners;
- (o) Purchasing or leasing Lots for use by resident superintendents and other similar persons;
- (p) Borrowing money on behalf of the Homeowners Association when required in connection with the operation, care, upkeep and maintenance of the Common Property and Stormwater Management Facility or the acquisition of property, and granting mortgages on, and/or security interests in, property owned by the Homeowners Association; provided, however, that the consent of the Owners of at least a majority of the Lots represented at a meeting at which a quorum is present in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of One Hundred Thousand Dollars (\$100,000.00); provided, however, that the Homeowners Association shall take no action authorized in this paragraph without the prior written consent of Declarant so long as the Declarant owns at least one Lot.
- (q) Contracting for the management and maintenance of the Property and authorizing a management agent (who may be an affiliate of Declarant) to assist the Homeowners Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Property and Stormwater Management Facility, with such funds as shall be made available by the Homeowners Association for such purposes. The Homeowners Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, Articles and these Bylaws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Homeowners Association;
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Not-For-Profit Corporation Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit;
- (s) Suspending the right of any Owner to vote as long as such Owner is delinquent in the payment of Assessments or is otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulation;
- (t) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots;
- (u) Granting easements on or through the Common Property and Stormwater Management Facility or any portion thereof. No such dedication or transfer shall be effective without the prior written consent of Declarant;
- (v) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- (w) Accepting the grant of the Common Property, Stormwater Management Facility, and all permits associated therewith, as well as the Declarant's rights under the Declaration.

ARTICLE V
OFFICERS

SECTION 5.1. *Elective Officers.* The principal officers of the Homeowners Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors at the organizational meeting of the Board of Directors.

SECTION 5.2. *Appointive Officers.* The Board of Directors may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers as the Board of Directors deems necessary to administer the business and affairs of the Homeowners Association.

SECTION 5.3. *Term and Qualifications of Officers.* The President of the Homeowners Association shall be elected from among the Directors serving on the Board of Directors. Officers other than the President shall be elected from among the Members. Each officer of the Homeowners Association shall serve as an officer until his successor has been duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws. Officers are not required to be Owners or residents of the Lots.

SECTION 5.4. *Resignations.* Any officer of the Homeowners Association may resign from office at any time by giving written notice to the Board of Directors. Such resignation shall take effect upon receipt thereof by the Chairman of the Board of Directors or at any later time specified in the written notice; provided, however, that in the event of the President's resignation, such resignation shall take effect upon receipt thereof by any other Director.

SECTION 5.5. *Removal.* Any officer may be removed for or without cause from office at any time by the Board of Directors. Any officer who is to be removed from office shall be entitled to at least five (5) days' prior written notice of the meeting of the Board of Directors at which such removal shall be considered by the Board of Directors, and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

SECTION 5.6. *Vacancies.* In the event any office of the Homeowners Association becomes vacant by reason of an officer's death, resignation, removal, disqualification or otherwise, the Board of Directors may elect an officer to fill such vacancy at any regular meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. Any officer so elected shall serve as an officer of the Homeowners Association for the unexpired portion of the term of office he was elected to fill.

SECTION 5.7. *President.* The President of the Homeowners Association shall be elected from among the members of the Board of Directors and shall continue to serve as a Director throughout his service as President of the Homeowners Association. The President shall preside as Chairman at all meetings of Members and of the Board of Directors. The President shall be responsible for general supervision over the business and affairs of the Homeowners Association, shall administer the enforcement of all resolutions, orders and policies of the Board of Directors, and shall perform such other duties and functions as may be delegated to him or required of him by the Board of Directors. The President shall sign, in the name of the Homeowners Association, any and all contracts, mortgages, notes, deeds, leases and other written instruments authorized by the Board of Directors or Members as required by the Declaration, Articles or these Bylaws.

SECTION 5.9. *Secretary.* The Secretary of the Homeowners Association shall attend all annual and special meetings of the Members, and shall record the minutes of all such meetings. The Secretary shall be responsible for the preparation and maintenance of a ledger containing the names and addresses of all Members who have been designated to vote on behalf of any Lot in accordance with the terms and provisions of these Bylaws. The Secretary shall issue and distribute notices of all meetings of the Board of Directors and all meetings of Members when such notices are required by these Bylaws or the Declaration, and when requested by the Board of Directors or the President. The Secretary shall have charge and custody of the books and records of the Homeowners Association, except those kept by the Treasurer. The Secretary shall have charge and custody of the corporate seal of the Homeowners Association and shall, when duly authorized and directed by the President or by the Board of Directors, affix the seal to any and all instruments requiring it. The Secretary shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.

SECTION 5.10. *Treasurer.* The Treasurer shall have charge and custody of the Homeowners Association's funds, securities and evidences of indebtedness and shall keep complete and accurate accounts of all receipts and disbursements by him on behalf of the Homeowners Association. The Treasurer shall deposit all of the Homeowners Association's funds in the depository and to the credit of the Homeowners Association. The Treasurer shall disburse the funds of the Homeowners Association as the Board of Directors may authorize in accordance with the terms and provisions of the Articles, Declaration and these Bylaws and shall make proper vouchers for each disbursement. The Treasurer shall be responsible for the preparation and maintenance of an assessments ledger, and for the issuance of certificates regarding the status of

assessments with regard to any Lot, in accordance with Article 7 of the Declaration. The Treasurer shall account to the Board of Directors and the President whenever they may so require with respect to the transactions handled by the Treasurer on behalf of the Homeowners Association and the financial condition of the Homeowners Association. The Treasurer shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.

SECTION 5.11. *Other Officers.* In the event the Board of Directors appoints other officers to serve the Homeowners Association, such officers shall perform such duties and have such authority as may be determined by the Board of Directors. Any Assistant Vice President, Assistant Secretary or Assistant Treasurer shall perform the duties of the Vice President, Secretary and Treasurer, respectively, when such officers are absent or when they are not able or refuse to act.

SECTION 5.12. *Compensation and Expenses.* Officers shall not receive any compensation for their service as officers of the Homeowners Association. The Board of Directors may, in its discretion, reimburse any officer for actual expenses incurred in the performance of that officer's duties, and contract with and compensate an officer for the rendition of unusual or exceptional services to the Homeowners Association in an amount appropriate in light of the value of such services. The fact that any Director is an officer shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation.

ARTICLE VI EXECUTIVE AND ADVISORY COMMITTEES

SECTION 6.1. *Designation of Executive and Advisory Committees.* The Board of Directors may, in its discretion, designate one or more executive or advisory committees for the purpose of effecting any of the business and affairs of the Homeowners Association as may be authorized and delegated by the Board of Directors, or for the purpose of conducting studies and making reports to, and for consideration by, the Board of Directors with regard to any particular business matter or affair of the Homeowners Association. Any such executive or advisory committee shall have a chairman and two or more committee members, who must be appointed by the Board of Directors, who need not be Members of the Homeowners Association, and who may be Directors.

SECTION 6.2. *Standing Committees.* The standing committees of the Homeowners Association shall be the Architectural Review Board and such other committees as the Board of Directors may establish to serve the best interests of the Homeowners Association. The Architectural Review Board shall have the powers, duties and functions set forth in the Declaration.

SECTION 6.3. *Committee Rules and Regulations.* Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board of Directors designating the committee, with these Bylaws or with the terms and provisions of the Articles and Declaration.

SECTION 6.4. *Compensation and Expenses.* The persons serving on any executive or advisory committee shall not receive any compensation for their services as committee members. The Board of Directors may, in its discretion, reimburse any such person for actual expenses incurred in the performance of his duties, and contract with and compensate any such person for the rendition of unusual or exceptional services to the Homeowners Association in an amount that is appropriate in light of the value of the services. The fact that any Director is an officer of the Homeowners Association or a member of any executive or advisory committee shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation. The Board of Directors may, in its discretion, authorize such committees to expend a specific amount of funds for a specific purpose, to the extent such funds and purpose are deemed necessary by the Board of Directors to enable the committee to fulfill its duties to the Homeowners Association and to the Board of Directors. The Board of Directors may reimburse, in whole or in part, any committee for funds expended by the committee, when such funds were necessary for the committee's exercise of its authorized duties.

ARTICLE VII FINANCE

SECTION 7.1. *Fiscal Year.* The fiscal year of the Homeowners Association shall be determined by the Board of Directors.

SECTION 7.2. *Depositories.* The depository of the Homeowners Association shall be any such bank or savings and loan association as the Board of Directors shall from time to time designate. All funds, securities and evidences of indebtedness shall be deposited with such depository in the name of the Homeowners Association. Withdrawal of funds from any such depository shall be only on checks signed by officers or other persons authorized by the Board of Directors to be signatories with respect to any such account and upon resolution of the Board of Directors.

SECTION 7.3. *Assessments, Application of Payments and Commingling of Funds.* The Board of Directors shall prepare an Annual Operating Budget and shall establish annual and special assessments in accordance with the terms and provisions of the Declaration. The obligation for the payment of all assessments shall be governed by the terms and provisions of the Declaration. All Assessments collected by the Homeowners Association may be kept in one or more accounts as shall be determined by the Board of Directors. The making and collection of Assessments shall be administered according to the terms and provisions of the Articles, the Declaration or these Bylaws in such manner and amounts as the Board of Directors shall determine. All Assessments by the Homeowners Association shall be secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments that are not paid when due shall be delinquent. In addition to those remedies granted in the Declaration, in the event of nonpayment of Assessments when due, the Homeowners Association may bring an action at law against the Owner who is personally obligated to pay the Assessment, and/or foreclose the lien on the Lot against which the Assessment was made. The Owner shall be liable for all interest, costs, late charges and reasonable attorneys' fees incurred by the Homeowners Association in connection with collection, all of which shall be added to the amount of such Assessment. No Owner may waive or otherwise avoid liability for Assessments provided for herein by non-use of the Common Property, Stormwater Management Facility or by abandonment of his Lot.

SECTION 7.4. *Financial Statement.* Upon the written request of an Owner, an operating statement and balance sheet of the accounts of the Homeowners Association, which reflects the financial status of the Homeowners Association as of the end of the preceding fiscal year, shall be made available by the Homeowners Association or its authorized representative or agent. So long as Declarant owns all of the Lots subject to this Declaration, Declarant shall be exempt from the requirements of this Section 7.4.

ARTICLE VIII AMENDMENTS

SECTION 8.1. *Amendment.* These Bylaws may be amended by a vote of not less than a majority of the Members entitled to vote in person or by proxy at any annual or special meeting of Members at which a quorum is present; provided, however, that a full statement of the proposed amendment is set forth in the notice of such meeting; that so long as Declarant owns at least one Lot, Declarant's written consent to any amendment must first be obtained; and that no amendment shall conflict with the terms and provisions of the Articles or Declaration. In addition, the Department of Housing and Urban Development/Department of Veterans Affairs reserves the right to reject any amendments to these By-Laws until termination of the Class B Membership as set forth in the Declaration. Notwithstanding anything to the contrary contained in these Bylaws, no amendment shall affect or impair the rights of any Institutional Mortgagee that owns and holds a mortgage on any portion of the Property, without the prior written consent of such Institutional Mortgagee.

ARTICLE IX DISSOLUTION

SECTION 9.1. *Dissolution.* The Homeowners Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting, and that so long as Declarant owns at least one Lot, Declarant's prior written consent to the dissolution of the Homeowners Association must be obtained.

ARTICLE X RULES AND REGULATIONS

SECTION 10.1. *Rules and Regulations.* Declarant may, until Declarant transfers control of the

Property in accordance with the terms and provisions of the Declaration.

ARTICLE XI
MISCELLANEOUS

SECTION 11.1. *Captions and Headings.* The captions and headings pertaining to the articles and sections of these Bylaws are solely for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these Bylaws.

SECTION 11.2. *Severability.* In the event any of the terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these Bylaws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these Bylaws.

SECTION 11.3. *Number and Gender.* Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

SECTION 11.4. *Conflicting Provisions.* In the event there is any conflict between the Articles and these Bylaws, the terms and provisions of the Articles shall control, and in the event there is any conflict between the Declaration and these Bylaws, the terms and provisions of the Declaration shall control.

SECTION 11.5. *Governing Law.* The terms and provisions contained in these Bylaws shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned Directors of Cartesian Pointe Homeowners Association, Inc. have executed these Bylaws this _____ day of April 2003.

Kenneth P. Kuester, DIRECTOR

Marian L. Rosenberg, DIRECTOR

Furman Clark, DIRECTOR

A SUBDIVISION OF PORTIONS OF SECTION 8 AND SECTION 9, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.

A SUBDIVISION OF PORTIONS OF SECTION 8 AND SECTION 9, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 9). RUN NORTH 89°22'51" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 481.14 FEET; THENCE SOUTH 06°06'06" EAST, A DISTANCE OF 51.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06°06'06" EAST, A DISTANCE OF 250.50 FEET; THENCE NORTH 89°23'48" EAST, A DISTANCE OF 199.87 FEET; THENCE NORTH 89°51'20" EAST, A DISTANCE OF 215.96 FEET; THENCE NORTH 89°00'46" EAST, A DISTANCE OF 196.67 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 37.56 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°58'21" EAST, 34.13 FEET; THENCE SOUTH 03°06'05" WEST, A DISTANCE OF 303.28 FEET; THENCE NORTH 89°11'23" EAST, A DISTANCE OF 780.18 FEET, ALONG THE SOUTHERLY LINE OF SPRING MEADOWS SUBDIVISION, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 5, PAGE 142, OF NASSAU COUNTY PUBLIC RECORDS; THENCE NORTH 89°09'46" EAST, A DISTANCE OF 665.05 FEET, ALONG THE SOUTHERLY LINE OF SPRING MEADOWS PHASE TWO, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 5, PAGE 363, OF SAID PUBLIC RECORDS, TO THE WESTERLY RIGHT OF WAY LINE OF HARTS ROAD (A 80 FOOT RIGHT OF WAY); THENCE SOUTH 03°13'45" WEST, A DISTANCE OF 258.88 FEET, ALONG SAID RIGHT OF WAY; THENCE NORTH 77°54'16" WEST, A DISTANCE OF 51.31 FEET; THENCE SOUTH 69°44'44" WEST, A DISTANCE OF 77.07 FEET; THENCE SOUTH 07°21'44" WEST, A DISTANCE OF 140.95 FEET; THENCE SOUTH 45°31'53" WEST, A DISTANCE OF 65.94 FEET; THENCE SOUTH 15°37'35" WEST, A DISTANCE OF 193.14 FEET; THENCE SOUTH 52°13'44" WEST, A DISTANCE OF 75.16 FEET; THENCE NORTH 87°48'52" WEST, A DISTANCE OF 54.62 FEET; THENCE NORTH 50°11'13" WEST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 65°17'43" WEST, A DISTANCE OF 232.78 FEET; THENCE NORTH 49°12'57" WEST, A DISTANCE OF 116.05 FEET; THENCE NORTH 80°18'44" WEST, A DISTANCE OF 302.63 FEET; THENCE NORTH 78°39'20" WEST, A DISTANCE OF 273.38 FEET; THENCE SOUTH 86°29'15" WEST, A DISTANCE OF 122.98 FEET; THENCE SOUTH 80°11'30" WEST, A DISTANCE OF 155.76 FEET; THENCE SOUTH 72°17'14" WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 82°52'06" WEST, A DISTANCE OF 100.10 FEET; THENCE SOUTH 74°04'43" WEST, A DISTANCE OF 165.87 FEET; THENCE NORTH 00°30'55" WEST, A DISTANCE OF 33.45 FEET; THENCE NORTH 88°10'15" WEST, A DISTANCE OF 183.53 FEET; THENCE SOUTH 87°15'57" WEST, A DISTANCE OF 151.37 FEET; THENCE SOUTH 64°18'32" WEST, A DISTANCE OF 134.66 FEET; THENCE SOUTH 01°34'16" EAST, A DISTANCE OF 66.90 FEET; THENCE SOUTH 88°19'46" WEST, A DISTANCE OF 589.67 FEET; THENCE NORTH 63°28'08" EAST, A DISTANCE OF 1017.94 FEET; THENCE NORTH 26°31'52" WEST, A DISTANCE OF 179.99 FEET; THENCE NORTH 63°28'08" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 26°31'25" WEST, A DISTANCE OF 119.98 FEET; THENCE NORTH 06°06'05" WEST, A DISTANCE OF 312.40 FEET; THENCE NORTH 83°53'55" EAST, A DISTANCE OF 116.00 FEET; THENCE NORTH 06°06'05" WEST, A DISTANCE OF 41.75 FEET TO A POINT ON A CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 42.80 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°37'02" WEST, 42.14 FEET; THENCE NORTH 48°51'40" EAST, A DISTANCE OF 230.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1604 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A 100-FOOT RIGHT-OF-WAY KNOWN AS WILLIAM BURGESS ROAD.

EXHIBIT C