

RESOLUTION NO. 85-51

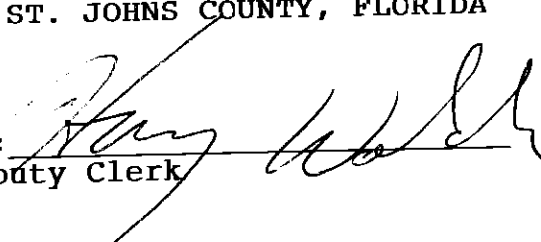
RESOLUTION OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR
PHASE A of L'ATRIUM IV
LOCATED WITHIN THE PARCEL OF LAND
ZONED PUD PURSUANT TO ORDINANCE 84-33

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1: Pursuant to a request for approval made by Bos corporation in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Zoning Board, the Final Development Plan attached hereto as Exhibit "A" is hereby approved in reliance upon, and in accordance with, the representations and statements made in the written submission statement attached hereto as Exhibit "B" *all of which shall be complied with and followed.*

PASSED AND ADOPTED this 2nd day of April, 1985.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Deputy Clerk

ATTEST: Carl "Bud" Markel, Clerk

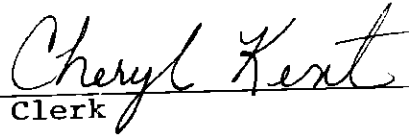
By: 
Deputy Clerk

EXHIBIT B TO
FINAL DEVELOPMENT PLAN
L'ATRUIM IV PUD, PHASE A

Applicant: Bos Corporation

Attorney for applicant:
UPCHURCH, BAILEY AND UPCHURCH, P.A.

BY: John D. Bailey Jr.

INTRODUCTION

Attached hereto you will please find all materials, drawings, information and other documentation, as required by Sections 8-3 and 8-4, St. Johns County Zoning Ordinance, concerning the final development plan for L'Atrium IV PUD, Phase A. Phase A is the first phase of the L'Atrium IV Planned Unit Development created pursuant to St. Johns County Ordinance Number 84-83.

Also submitted herewith is an ammendment to phase A of the approved PUD ordinance which qualifies as a minor deviation as defined by Section 8-2-4, St. Johns County Zoning Ordinance.

8-4-1 Density of Development

As depicted in the final development plan attached hereto, the total ground area to be occupied by residential buildings and structures equals 25 percent of the total ground area of the real property. While the exact locations of the buildings may vary slightly, the size of the buildings and number of units will not change.

8-4-2 Open Space

As depicted on the final development plan the shaded area represents open space. The open space shall be utilized as active and passive recreation facilities or as a conservation area and will be maintained by the Homeowner's Association.

The exact location of the open space may vary slightly due to modifications and building locations but the total amount of open space shall remain the same.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction

All development which is to occur within the property will comply with the spirit and intent of the St. Johns County Zoning Ordinance. There will be 84 units in Phase A, all of which will be patio homes. The height of these structures shall not exceed the project's maximum allowable height of 35 feet. Also included in Phase A shall be an amenity center and guard house. The amenity center shall contain 2 tennis courts, a swimming pool, a shelter and dressing area, picnic and barbeque area, and fishing platform to be situated adjacent to the lake.

All lots in Phase A shall have a minimum width of 46.67 feet and a minimum depth of 72 feet. The homes shall be set back a minimum of 22 feet from the edge of the paved roadway in front, 1 foot on one side yard, 4 foot on the other and none from the rear lot line. Provided, the rear setback along the western boundary of the property lying south of the entrance road shall be a minimum of 7.5 feet, as shown on the final development plan.

8-4-4 Project Size

The total PUD consists of approximately 44.69 acres with Phase A consisting of approximately 14.1 acres.

8-4-5 Support Legal Documents for Open Space

The Declarations of Covenants, Conditions and Restrictions for L'Atrium assures adequate maintenance and management of all areas encompassed within this final development plan and proposed for common ownership by the residents of the PUD.

Specifically:

(a) Section 4 of Article I defines common area as all property (including improvements thereon) owned by the association for common use and enjoyment of the owners. The common area in Phase A consists of the roads, amenity center, guard house and open space. An easement to use said common areas shall be appurtenant to and pass with the title to every lot in accordance with Section I of Article II.

(b) Subsections A, B, C, and D, Section I of Article II grant the association the right to charge fees for the use of common recreational facilities and impose other limitations on the use of the common elements.

(c) Section I of Article IV provides the association shall be responsible for the exclusive management and control of the common area and all improvements thereon.

(d) Section I of Article VII, provides any owner or the association shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed by the Declaration of Covenants, Conditions and Restrictions.

(e) Section I of Article V provides the association may levy annual and special assessments against each lot situated within the PUD.

8-4-6 Access

As depicted in the final development plan each unit is provided vehicular access within the property via a system of private drives. These easements and fee title to the interior drives are common areas, owned by the association. Section I of Article II grants each owner an easement to use said private drives. L'Atrium Drive, provides access from the PUD to highway 1A. The L'Atrium IV Homeowners Association shall share, on a pro-rata basis in the cost of maintaining L'Atrium Drive.

8-4-7 Privacy

Visual and acoustical privacy of each dwelling unit will be assured primarily through landscaping and fences. Fences, walks and landscaping will be provided for the protection and aesthetic enhancement of the property.

8-4-8 Community Facilities

(a) None of the utility facilities serving the property are proposed for dedication to St. Johns County and therefore, the provisions of subparagraph (A) are inapplicable.

(b) All requirements for off street parking and loading set forth in Article IX of the St. Johns County Zoning Code are specifically addressed below:

9-1-1 Drainage

The general drainage plan for the property has been designed so as to prevent damage to abutting parcels and streets and alleys and is graphically depicted on the final development and master drainage plan as approved by the DER. All off street parking and loading areas will be surfaced with erosion resistant material in accordance with County specifications.

9-1-2 Separation from Walkway and Street

Off street parking and loading facilities shall be separated from walkways, sidewalks, streets or alleys by curbing

9-1-3 Entrances and Exits

The location and design of the entrances and exits

located within the development shall be in accordance with St. Johns Sounthy Specifications and as approved by the St. Johns County Enginerring Department.

9-1-4 Interior Drives

As shown on the final development plan, main interior drives on the property shall have a right of way of 50' and a minimum pavement width of 25'. Secondary dead end interior drives shall have a right of way of 20' and pavement width of 12'. Cul de Sacs shall have a right of way of 50' and pavement width of 18'.

9-1-5 Marking of Parking Spaces

Parking spaces in lots of more than ten spaces shall be marked, by painted lines or curbs, or other means to indicate individual spaces. Signs or markers shall be used as necessary to insure efficient traffic operation of the lot.

9-1-6 Lighting

Adequate lighting shall be provided for the off street parking and loading facilities to be used at night and shall be designed and installed to DOT standards or equal to thereto, in order to minimize glare on adjacent property.

9-1-7 Screening

Section 9-1-7 is inapplicable since no off street parking spaces for ten or more automobiles are located closer than 40 feet to a lot zoned residential.

9-2 Location

The required off street parking facilities will be

located in close proximity to the recreational facilities they are intended to serve. Each patio home shall have a two car private garage.

9-3-1 Off Street Parking: Numbers Required

Since all units will be single family patio homes, at least one off street parking space will be provided per unit as required by subsection (B) of 9-3-1.

9-4-1 Off Street Loading, Requirements.

This section does not apply to the PUD as it is a residential development.

(c) The final development plan illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Location of the fire hydrants serving the property are also depicted on the final development plan.

(d) All utilities serving the property including telephone, power, cable television, sewer line and water lines will be installed underground. Also shown on the final development plan is the location and design of the storm sewer facilities serving the property and the grading and topography of the site facilitating proper drainage of storm waters and preventing erosion and the formation of dust.

(e) All streets located within the development shall be designed in accordance with St. Johns County standards or equal thereto.

Applicant:
Bos Corporation

Attorneys for Applicant:
UPCHURCH, BAILEY AND UPCHURCH, P.A.

BY: John D. Bailey

AMENDMENTS TO L'ATRIUM IV PUD

The applicant proposes to amend the L'Atrium IV PUD as follows:

First, the approved PUD specified the main internal road would be public and the minor arterial roads private. The applicant proposes to make all internal roads private and to install a guard house at the entrance to the development. Also, three minor arterial roads will be eliminated and replaced by a loop road.

Second, The approved PUD contained two tennis courts to be located across the street from the amenity center. The applicant proposes that the two tennis courts be located adjacent to the amenity center in order to centralize the recreational facilities.

Finally, the approved PUD provided that Phase A would contain ninety-eight patio homes and the amenity center and Phase B fifty-eight patio homes. The applicant proposes that the Phases be modified so that Phase A shall contain eighty-four patio homes and the amenity center and Phase B seventy-two patio homes.

These amendments do not increase the number of units in the development, decrease the amount of open space, increase the number of stories or materially change the location of the roads within the development and, thus qualify as minor deviations as defined in paragraph

8-2-4, St. Johns County Zoning Ordinance.

Attorneys for Applicant:

UPCHURCH, BAILEY AND UPCHURC, P.A.

BY: John D. Bailey Jr.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSFOR L'ATRIUM

THIS DECLARATION is made on the day hereafter set forth by L'ATRIUM, LTD. ("Developer"), a Florida limited partnership.

RECITALS

A. The Developer is the owner of the property in St. Johns County, Florida described on Exhibit A attached hereto, and it is in the process of developing the property for a project known as L'Atrium.

B. It is contemplated that the development will be completed in several platted stages, the initial stage of which shall be designated as L'Atrium Unit One and which is described on Exhibit B attached hereto.

C. The Developer contemplates that certain additional tracts of the property described on Exhibit A may be encompassed at the Developer's discretion by this Declaration as the tracts are developed and platted.

D. It is contemplated that the additional tracts may be developed into cluster or patio homes, the design and construction of which will comport with an overall development plan approved by the Veterans Administration if such approval is required.

NOW, THEREFORE, the Developer hereby declares that the properties described in Exhibit B shall be subject to the terms and conditions of this Declaration upon recordation of this document and that additional properties at the Developer's option may be made subject to the terms hereof by the Developer upon recordation of a declaration to that effect. All properties described on Exhibit B and those described on Exhibit A when so designated by the Developer shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of the property and which shall run with the title to the property, and shall be binding upon all parties having any right, title or interest in the property or any part thereof, and

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their respective heirs, successors and assigns, and which shall inure to the benefit of the Association and each Owner, as those terms are hereinafter defined.

ARTICLE I

DEFINITIONS

SECTION 1. ASSOCIATION. Association shall mean and refer to L'Atrium Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

SECTION 2. OWNER. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term Owner shall also be construed to include Developer as owner of Lots designated on preliminary plat sketch plans submitted to the St. Johns County Administrator or its successors for approval under the pre-application procedure of the Code of Subdivision Regulations, if Developer exercises its discretion and decides to include such Lots within this Declaration.

SECTION 3. PROPERTIES. Properties shall mean and include the property described in Exhibit B and the property described in Exhibit A as such property may hereafter be brought into the jurisdiction of the Association at the discretion of the Developer and as it is annexed to this Declaration in accordance with the general plan of development, which general plan includes the platting of presently undeveloped land. Annexation into membership of the Association and consequently the right to exercise membership prerogatives shall be automatic if the Developer so designates, and shall occur at the time that the Developer submits preliminary plat sketch plans to the St. Johns County Administrator or its successors for approval under the pre-application procedure of the Code of Subdivision Regulations.

SECTION 4. COMMON AREA. Common Area shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit C attached hereto and made a part hereof. The term Common Area shall also include such additional parcels of the Properties as the Developer may from time to time designate by filing a declaration in the public records of St. John's County, Florida describing the additional Common Area.

SECTION 5. LOT. Lot shall mean and refer to any numbered lots shown upon any recorded plats of L'Atrium and any other lot made subject to this Declaration by the Developer. The term Lot shall also mean and include Cluster Lot and, at the Developer's option, all lots designated as such on preliminary plat sketch plans submitted to the St. Johns County Administrator or its successors for approval under the pre-application procedure of the Code of Subdivision Regulations.

SECTION 6. DEVELOPER. Developer shall mean and refer to L'Atrium, Ltd., a Florida limited partnership and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

SECTION 7. MORTGAGE. Mortgage means any mortgage or other instrument encumbering any interest in any Lot and the Common Area or any portion thereof, as security for performance of an obligation.

SECTION 8. MORTGAGEE. Mortgagee means the owner of any Mortgage.

SECTION 9. FIRST MORTGAGEE. First Mortgagee means the holder of any Mortgage encumbering a Lot, the lien of which is prior in dignity to all other liens encumbering the same Lot.

SECTION 10. VA. VA means the Veterans Administration.

SECTION 11. RECORDED. Recorded means filed for record in the public records of St. Johns County, Florida.

SECTION 12. BOARD OF DIRECTORS. Board of Directors means the Association's Board of Directors.

SECTION 13. PERSON. Person means any natural person or artificial legal entity.

SECTION 14. ARTICLES. Articles shall mean the Articles of Incorporation of the Association.

SECTION 15. DECLARATION. Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean this Declaration of Covenants, Conditions and Restrictions.

SECTION 16. ASSOCIATION EXPENSES. Association Expenses shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.

SECTION 17. OCCUPANT. Occupant shall mean the person or persons other than the Owner in possession of a Lot and the improvements thereon.

SECTION 18. ASSESSMENT. Assessment shall mean a share of Association Expenses required for the payment of the Association Expenses which from time to time are assessed against the Lots and the Owners.

SECTION 19. SURPLUS. Surplus shall mean the excess of all receipts of the Association from the Owners and any other income accruing to the Association over and above the amount of Association Expenses.

SECTION 20. ACCESS EASEMENT. Access Easement shall mean one or more tracts of land constituting one or more private access drives that may be shown on future recorded plats of any portion or portions of the Properties and which provide access to Cluster Lots from a dedicated public road.

SECTION 21. CLUSTER LOTS. Cluster Lots shall mean the Lots described on Exhibit D attached hereto and any additional

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Lots constituting portions of the Properties when the same are platted in the future, and designated as Cluster Lots by the Developer by a written instrument duly recorded.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities within the Common Area by an Owner, for any period during which any assessment against his Lot remains unpaid for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public

agency, authority or utility, for such purpose and subject to such conditions as may be agreed to by the members. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of two-third of each class of members shall be required to approve such deed or transfer.

(d) The rights of the Association and the individual Owners shall be subject to a right reserved hereby by the Developer to utilize the lake described in Exhibit C for drainage of all the Developer's property, no matter how developed.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS: Every Owner which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. VOTING RIGHTS: The Association shall have two classes of voting membership:

CLASS A -- Class A membership shall be all Owners, with the exception of the Developer. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B -- The Class B member(s) shall be the Developer and shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of the first to occur of either of the following events:

(a) When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) January 31, 1985.

As the Developer submits preliminary plat sketch plans to the St. Johns County Zoning Administrator or its successors for approval under the pre-application procedure of the Code of Subdivision Regulations, the Lots designated on such preliminary plat sketch plans shall at the discretion of Developer as of the date of submission be considered Class B membership lots and the Developer shall thus be entitled to normal Class B membership votes for each; provided, however, that if St. Johns County or the VA alters or modifies the submitted plats so as to increase or decrease the number of platted lots submitted, the voting rights of Developer shall be increased or decreased to correspond with the increases or decreases.

SECTION 3. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict among this Declaration, the Articles or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. COMMON AREA. The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, substantial, attractive and sanitary condition, order and repair. The Association's duties shall extend to and include all parking areas and private streets, if any, situate on the Common Area.

SECTION 2. MAINTENANCE OF ACCESS EASEMENTS. The Association shall be responsible for the maintenance and upkeep of the Access Easements. Cost for the maintenance

shall be paid from accounts established for this purpose in accordance with Article V, Section 3.

SECTION 3. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with the operation of the Common Area or the enforcement of this Declaration.

SECTION 4. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire, hold and own tangible and intangible personal property and may dispose of the same by sale or otherwise subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

SECTION 5. RULES AND REGULATIONS. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area. The rules and regulations shall be consistent with the rights and duties established by this Declaration.

SECTION 6. TAXES AND INSURANCE. The Association shall at all times pay the real property and valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. The insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to

such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Area and established by any of the following agencies of the United States Government: VA, Government National Mortgage Association and Federal Home Loan Mortgage Corporation.

SECTION 7. IMPLIED RIGHT. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

SECTION 8. RESTRICTIONS ON CAPITAL IMPROVEMENTS. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Developer and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds of the votes entitled to be cast.

ARTICLE V

COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, and (b) Special Assessments for capital improvements and for the purpose of eliminating a deficit, such assessments to be established and collected as herein provided. The Annual and Special Assessments together with interest, costs and

reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by such successor.

SECTION 2 - PURPOSE OF ASSESSMENTS.

The Assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and maintenance of the Access Easements to Cluster Lots and for the purpose of enabling the Association (a) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association; (b) to pay for insurance on any buildings, land, or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided; (c) to pay for all expenses of operating the Association including without limitation management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board of Directors; (d) to keep the property owned or leased by the Association neat and attractive or to preserve or enhance the value of the property or to eliminate a fire, health or safety hazard, or which in the judgment of the Board of Directors may be of general benefit to the members of the Association, and (e) to repay funds together with interest thereon, borrowed by the Association, and used for the purposes referred to herein, and (f) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto, or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred and 00/100 Dollars (\$100.00) per Lot; provided, however, the Owner of a Cluster Lot shall pay an additional maximum annual assessment of Twenty-Five and 00/100 Dollars (\$25.00) per each Cluster Lot owned by him for the maintenance of the Access Easement to his Cluster Lot. The additional assessments shall be maintained in separate accounts for the benefit of each Cluster Lot for repair and maintenance of its appurtenant Access Easement in accordance with Article IV, Section 2.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment, including the assessment to the Owner of a Cluster Lot, may be increased each year without a vote of the membership to correspond with increases in the cost of living index. The applicable index and related implementation shall be selected by the Board of Directors.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment, including the assessment to the Owner of a Cluster Lot, may be increased above the increase in the cost of living index by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, which for Cluster Homes shall include the additional maximum established above.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of each class of members who are entitled to vote at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED

UNDER SECTIONS 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT.

Both annual and special assessments must be fixed at a uniform rate for all Lots except for the additional assessment for Cluster Lots as hereinabove provided, and may be collected on a pre-paid annual or monthly basis after the initial levy. The initial levy of assessment from Class A members shall be

collected at the permanent loan closing and shall include the assessed amount due for the remainder of the then current full calendar year plus the assessment for one additional full calendar year, provided however that in no event shall the initial levy exceed the assessed amount for eighteen (18) months. If there is no permanent loan closing then the initial levy shall be made in a manner to be determined by the Board of Directors.

SECTION 7 DEVELOPER'S ASSESSMENT Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration or the Articles or By-Laws to the contrary, the annual assessment against any vacant Lot or a Lot superimposed with an unoccupied, unsold home which Developer owns any interest shall, as long as there in Class B membership in the Association, be fixed by the Board of Directors annually in an amount not less than twenty-five percent (25%), nor more than one hundred percent (100%) of the amount hereinabove established against Lots owned by the Class A members of the Association. Upon termination of the Class B membership in the Association, the annual assessment against any Lot in which Developer owns any interest and is offered by sale by Developer shall be twenty-five percent (25%) of the amount hereinabove established against Lots owned by Class A members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount as in hereinabove established for Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

SECTION 8 - DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS

DUE DATES. The annual assessments provided for herein shall commence as to all Lots in L Atrium Unit One on the first day of the month following the conveyance of the Common Area to the Association. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year and shall include the total monthly assessment due for the remainder of the then current calendar year plus the total assessment required for one additional calendar year; provided, however, that in no event shall the initial levy exceed the assessed amount for eighteen (18) months. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein as such assessments relate to Lots added to this Declaration shall commence upon filing of the declaration subjecting the Lots to the terms and conditions hereof.

SECTION 9 - EFFECT OF NON-PAYMENT OF ASSESSMENTS - REMEDIES

OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner, personally obligated to pay the same or foreclose the lien against the Lot.

SECTION 10 - SUBORDINATION OF THE LIEN TO MORTGAGES

The Lien of the Assessments provided for herein shall be

subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

COVENANTS AND RESTRICTIONS

SECTION 1. COMMON AREAS. The following covenants and restrictions shall apply to the Common Area and are intended to insure that from an aesthetic as well as quality standpoint the Common Area will be maintained in such a manner so as to preserve and enhance the value of adjoining property and to maintain a harmonious relationship with the surrounding structures and the natural vegetation and topography.

(a) No diesel or gasoline motor driven boats are permitted to be parked or used in the lake located in the Common Area.

(b) No dock or other structure extending into or over the lake located in Common Area shall be constructed.

(c) Fishing with nets in the lake located in the Common Area is prohibited.

(d) No plants may be positioned so as to extend into or permitted to grow into the lake located in the Common Area.

SECTION 2. EASEMENTS FOR ENCROACHMENTS, MAINTENANCE AND

DRAINAGE. The Developer hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under a strip of land extending the full length of and along the interior back line of each Lot, and a strip of land extending the full length of and along the interior lines of each Lot.

the width of the interior back-line easement or interior side-line easement shall be three (3) feet or less, as measured from the exterior backlot line or measured from the exterior side-line to the setback line of the home constructed on the Lot as shown in the final survey prepared for the buyer at closing. An example of the configuration of such easements, having a maximum width of three (3) feet and a minimum width as determined by the setback line, is illustrated on Exhibit E attached hereto.

Each Lot shall be subject to the above-described interior back-line and interior side-line easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Developer; and (c) the installation, maintenance and use of water drainage facilities and storm sewers. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to these covenants. In the event any home is partially or totally destroyed, and then rebuilt, the Owners of the adjoining Lots agree that minor encroachments created by reconstruction shall be permitted, and that a valid easement for such encroachments and the maintenance thereof shall exist.

The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The Owners of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to the privileges, rights and easements.

all Easements are and shall remain private easements

and the sole and the exclusive property of the Developer and its successors and assigns.

SECTION 3. GENERAL. The following covenants and restrictions shall apply to all Properties included within Exhibit A.

(a) Lots shall be used for single-family residential purposes only and businesses (such as doctors, dentists, accountants, hairdressers, etc.) are specifically prohibited.

(b) Repair outside of an enclosed garage of wheeled vehicles of any kind or boats is prohibited. Storage outside of an enclosed garage of wheeled vehicles or boats is prohibited.

(c) All homes shall be constructed by the Developer or by contractors or builders approved by the Developer. Changes in the exterior color schemes of any residence or other buildings, or fence, wall, driveway, swimming pool or other structure or improvement shall not be made without the prior written approval of the Architectural Control Committee (the "Committee") of the Association. No addition or alteration to any structure and no alteration of the exterior color of any structure shall be allowed without the Committee's approval. No awnings, shades or other extraneous fixtures or decorations may be attached to the exterior of any structure without the Committee's approval. No exterior windows or doors, including garage doors, may be altered, added, or deleted or relocated except where approved by the Committee in accordance with designs approved by the Committee. Roof ventilators, exposed pipes, gutters, down spouts, eaves, flashing and other exterior vents shall be painted to match adjacent surfaces. Pastel colored exterior color schemes or exposed or painted concrete block exteriors on the above described structures are prohibited. No carports shall be permitted, and installation of doors on all garage openings facing the street or Access Easements is required. No

garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage.

(d) The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association or its authorized agents or successors and assigns may, after ten (10) days notice to such Owner, enter upon such Lot and have the grass, woods, or other vegetation cut, debris removed, when, and as often as, the same is necessary, in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Lot, enforceable by the Association by any appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such Owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the Association or its designated committee or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

(e) No fence or other obstruction shall be constructed or rubbish, trash, garbage, grass clippings, leaves or any other discarded items shall be deposited in any street, gutter, drainage swale or ditch so as to restrict free access or flow of drainage.

(f) The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located upon any Lot, if the location

of same will, in the sole judgment and opinion of the Committee, obstruct the vision of the motorist upon any of the streets.

SECTION 4. RESERVATION OF THE RIGHT TO RESUBDIVIDE OR REPLAT. The Developer reserves the right to resubdivide or replat Lot or Lots shown on the plat(s) for any purposes whatsoever, including rights-of-way for road purposes and easements, provided that no residence shall be erected upon or any resident allowed to occupy the replatted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the plat, and the restrictions herein contained shall apply to each Lot as replatted or resubdivided except any Lot or Lots resubdivided for road purposes or easements. However, this provisions is not to be construed as allowing the Developer to rezone areas currently zoned only for single-family dwellings and approved for insurance programs administered by VA.

SECTION 5. ALL STRUCTURES TO BE APPROVED BY THE ASSOCIATION. For the purpose of further insuring the development of the Properties as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides or view, the Committee shall be vested with the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of the size or purpose, whether placed, erected or allowed to remain on any lot, nor shall any additions to or exterior change, including enclosed garage, or alteration thereto, shall be made, unless and until building plans and specifications covering the same (the building plans and specifications shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot and approximate square footage) and contain a

construction schedule and any other information as the Association shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot) have been submitted to and approved by the Committee in writing. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot grading and landscaping plans, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. Building designs of contemporary styling using natural materials having earth tones are encouraged by the Association. No plans and specifications shall be approved unless suitable sidewalks and landscaping are provided. Builders shall be responsible for landscaping, including providing ground cover and erosion control on the Lots themselves and the areas between Lot lines and streets, and Lot lines and the water line of the lake where applicable. The builders of patio homes shall follow all guidelines, conditions and stipulations set forth under the terms of the PUD authorized by St. Johns County. Any request for approval not approved or denied by the Committee within sixty (60) days of submission shall be considered automatically approved and no further approval shall be necessary.

SECTION 6. NO OVERHEAD WIRES. All telephone, electric and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of Jacksonville Beach, Florida, through underground primary service lines running to transformers. The Developer has

underground conduit to serve each Lot, extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall become and remain the property of the Owner of the Lot. Each Owner requiring an original or additional electric service shall be responsible to complete at his expense in the secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the residence on the Lot and all of the same shall be and remain the property of the Owner of each Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Lot.

SECTION 7. NO PICNIC AREAS PRIOR TO CONSTRUCTION. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

SECTION 8. NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot; however, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or salesperson may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Lot used in connection with the construction or sale of houses being built in this subdivision for no longer than thirty-six (36) months. The location and landscaping of the trailer shall be subject to approval of the Developer.

SECTION 9. RESIDING ONLY IN RESIDENCE. No trailer, basement, garage or any outbuilding of any kind (other than a guest house or servants' quarters) even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently.

SECTION 10. COMMERCIAL SIGNS. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

SECTION 11. AERIALS AND ANTENNAS. No radio or television aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Committee.

SECTION 12. MAIL BOXES. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for the boxes or receptacles shall have been approved by the Committee. When the United States mail service or the newspaper or newspapers involved shall make delivery to a wall receptacle attached to the residence, each Owner shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

SECTION 13. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris,

waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of the properties, no fires for burning trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of the properties or road rights-of-way. No commercial uses, including home occupations, shall be allowed without the approval of the Association.

SECTION 14. WELL LIMITATION. WATER SUPPLY. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Association. The central water system operated by Ponte Vedra Utilities Company will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot except water used for yard, garden or air conditioning purposes and including, but not limited to, water for all water spouts and outlets located within and without all buildings, swimming pools or other exterior uses, and each Owner at his expense shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection (if any) and water meter charges established by Ponte Vedra Utilities Company and imposed upon the Developer. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

SECTION 15. SEWAGE DISPOSAL. Each Owner at his expense shall connect his sewage disposal line to the sewer collection line provided to serve his Lot so as to comply with the requirements of such sewage collection and disposal service of the Ponte Vedra Utilities Company, or its successors or assigns. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. Ponte Vedra Utilities Company, or its successors and assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein.

All sewage from any building or structure must be disposed of through the sewage lines and disposal plant owned or controlled by Ponte Vedra Utilities Company, or its successors and assigns. No water from air conditioning systems or swimming pools or nondomestic drains shall be disposed of through the lines of the sewage system except where special rate provisions have been made with the utility company. Ponte Vedra Utilities Company has a nonexclusive and perpetual easement and right in, to, over and under any and all public drives, public roads and lanes as shown on the plat and in, to, over, upon and across those portions of the Lots which are shown on the plat as "Easement for utilities" for the installation, maintenance and operation of water and sewer lines, pipes and appurtenances.

SECTION 16. WATER AND SEWAGE REGULATIONS. All Lots are subject to all rules, regulations and ordinances relative to water and sewer rates, usage, rights, privileges and obligations regarding such services as may be adopted from time to time by the Ponte Vedra Utilities Company, a Florida corporation, or its successors or assigns.

ARTICLE VII
MISCELLANEOUS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, provided, however, that any Owner or Occupant shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of these Covenants and Restrictions, if such violation occurs as a result of normal construction activity.

ARTICLE 2. APPROVAL OF DEVELOPERS ASSOCIATION. In these Covenants, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Association by registered mail with return receipt requested. In the event that the Association fails to act on any such written request within thirty (30) days after the same has been submitted to the Association, the consent or approval of the Association, the particular action sought in such written request shall be presumed, however, no action, except as referred to in Section 5, Article VI, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants and Restrictions herein contained.

SECTION 3. DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer shall have the sole and exclusive right at any time from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions or under the provision of any plats affecting the Properties. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.

SECTION 4. AMENDMENTS OR VIOLATION RELEASES. The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of

...during any ambiguity in or any inconsistency between the provisions contained herein, and (D) to release any and all of any part of the Covenants and Restrictions which have been violated (including, without limiting, the foregoing violations of the building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment determines such violations to be a minor or insubstantial one; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot.

SECTION 5. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS. In addition to the rights of the Developer provided for in Section 4 hereof, the Developer reserves and shall have the right with the consent of the persons then holding ninety percent (90%) or more of the votes entitled to be cast in accordance with this Declaration to amend or alter these Covenants and Restrictions and any parts thereof in any other respect.

SECTION 6. SEVERABILITY. Invalidation of any one of these Covenants or Restrictions by judgment or court orders shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 7. AMENDMENT. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 8. ANNEXATION. Additional residential property and Common Area may be annexed to the properties described in Exhibit A with the consent of two-thirds of the votes of members who are entitled to vote. This provision is not to be construed as requiring voter consent for the annexation of properties included within Exhibit A. The addition or annexation shall occur automatically within the sole discretion of the Developer upon the recordation of a declaration imposing the structures of this document upon the

annexed property; provided, however, that the Developer may only exercise this annexation prerogative until May 1, 1987.

IN WITNESS WHEREOF, this instrument has been executed and dated as of January 30, 1979.

Signed, Sealed and
Delivered in our
Presence:

[Signature]

L'ATRIUM, LTD.,
By: BOS EQUITIES, INC., its
duly authorized Managing General
Partner

By [Signature]

President

(Seal)

STATE OF FLORIDA)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared

Peter H. Bos, known to me to be the

President of Bos Equities, Inc., the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation therein named in the capacity therein stated, and he acknowledged to me that he executed the within instrument in the capacity therein stated, said corporation being known to me to be the general partner of L'ATRIUM, LTD., and authorized to execute the within instrument on behalf of L'ATRIUM, LTD., the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such general partner and that such partnership executed the within instrument.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 30th day of January, 1979.

[Signature]
Notary Public, State of Florida
at Large My Commission Expires