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This Instrument Prepared By
and Record & Return to:
Clarence H. Houston, Jr., Esq.
Taylor, Stewart, Houston, & Duss., P.A.
1050 Riverside Avenue
Jacksonville, FL 32202

LIST OF EXHIBITS:

- Exhibit "A":** Certain real property in Clay County, Florida.
- Exhibit "B":** The designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater.
- Exhibit "C":** Articles.
- Exhibit "D":** Bylaws.

**COVENANTS AND RESTRICTIONS
OF
DOCTORS INLET RESERVE**

WHEREAS, BARRINGTON ESTATES, LLC, a Florida limited liability company ("Developer") is the owner of certain real property in Clay County, Florida, more particularly described in **Exhibit "A"** hereto and in that plat of **DOCTORS INLET RESERVE**, UNIT ONE, TWO, THREE AND FOUR, recorded in Plat Book 43, pages 37 through 56, of the public records of Clay County, Florida (herein, collectively the "Plat"); and

WHEREAS, the Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat will be used solely for residential purposes and is therefore desirous of placing certain covenants and restrictions upon the use of all of the land described in the Plat for the mutual benefit of all the owners of lots located therein, and is desirous that these Covenants and Restrictions shall run with the title to the land hereby restricted;

NOW THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use, as hereinafter provided, of all of the land described in the Plat (hereinafter sometimes referred to as the "Land"), and the Developer hereby places upon the Land the following covenants and restrictions, to run with the title to the Land, and the grantee of any deed conveying any lot or lots contained within the Plat or any parts or portions thereof is deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions as follows:

1. **DEFINITIONS.**

(a) ARB. "ARB" is an abbreviation intended to refer to the Architectural Review Board. The ARB is a standing committee of the Association charged under these Covenants with certain responsibilities regarding the improvements located or to be located on the Lots.

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(b) Articles. "Articles" means and refers to the Articles of Incorporation of the Association.

(c) Association. "Association" means and refers to DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(d) Board of Directors. "Board of Directors" means and refers to the Association's Board of Directors.

(e) Builder. "Builder" means and refers to any person or construction company engaged in the business of constructing single family residential dwellings in the Plat, or such additional real property as may be annexed to these Covenants and Restrictions.

(f) Developer. "Developer" means and refers to BARRINGTON ESTATES, LLC, a Florida limited liability company, and its successors and assigns.

(g) Lake. "Lake" means and refers to that area described in **Exhibit "B"** and lying outside of the Land but comprising a part of the Stormwater Management System.

(h) Land. "Land" means and refers to the real property described on the Plat and such additional real property that may hereafter be annexed to these Covenants and Restrictions, and brought within the jurisdiction of the Association.

(i) Lot. "Lot" means and refers to any lot shown upon the Plat, and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions, and be brought within the jurisdiction of the Association. "Lot" does not include or refer to any portion of the Land designated on the Plat for the general recreation and enjoyment of Owners.

(j) Occupant. "Occupant" means and refers to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(k) Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(l) Plat. "Plat" means and refers to the plat of DOCTORS INLET RESERVE, UNIT ONE, TWO, THREE AND FOUR, recorded in Plat Book 43, pages 37 through 56, of the public records of Clay County, Florida, and any future recorded plat of the Land.

(m) Primary Residence. "Primary Residence" means and refers to the single family residence constructed or to be constructed on a Lot.

(n) Surfacewater or Stormwater Management System. "Surfacewater or Stormwater Management System" has the meaning described in paragraph 28 below and refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, as more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular shall include the plural and visa versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation". These Covenants and Restrictions 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 Land 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.

2. **SINGLE FAMILY RESIDENCE ONLY; HEIGHT RESTRICTION.** Each Lot shall be used for the purpose of constructing a Primary Residence thereon and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 7 below. Without approval of the ARB (as defined in paragraph 13 below), the height of the Primary Residence or any such out building shall not be more than 35 feet above the normal surface of the ground. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements in which event Developer may abate, remove or revise the restrictions herein as Developer shall, in its sole discretion, deem proper.

3. **HOMEOWNERS' ASSOCIATION.** The Developer has formed the Association. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in its Articles of Incorporation and shall operate and conduct its business in accordance with its Articles and Bylaws (copies of which are attached hereto as **Exhibit "C" and Exhibit "D"**, respectively) as the same now exist or are hereafter modified, provided, however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or Bylaws of the Association:

Class A Membership: Each Owner (except Developer) is a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Developer is the sole Class B member of the Association and is allocated five (5) votes for each Lot owned by it. Class B membership shall cease on the earlier of: (a) January 1, 2015, OR (b) when Developer no longer owns any Lot, OR (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) of the Lots have been conveyed to Owners, or as otherwise

provided in the By-laws. A vote is sometimes herein referred to as a "voting interest".

Notwithstanding the foregoing:

(a) Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(i) Three (3) months after ninety percent (90.0%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners; or

(ii) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots.

(b) For purposes of this section, the term "Owners" includes builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

(c) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5.0%) of the Lots in all phases of the community. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

(d) The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Owners. The Association shall oversee, administer, support, refurbish and maintain those areas selected by the Association the maintenance of which will, in the opinion of the Association, be beneficial to the Land.

(e) Membership in the Association is appurtenant to and inseparable from ownership of a Lot. In the event the Association is dissolved, its assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

4. FUNCTIONS OF THE ASSOCIATION

(a) Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board of Directors may act on its own through its proper officers.

(b) Required Services. In addition to those other responsibilities specific in the Association Articles or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board of Directors and shall have easement rights necessary to perform same:

(1) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Land to the extent such care would, in the reasonable determination of the Board, be beneficial to the Land and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

(2) Conducting such recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees, as may be deemed appropriate by the Board of Directors.

(3) Maintenance of electronic and other surveillance devices, if approved by a majority of each class of Members of the Association.

(4) Installation, operation and maintenance of cable television facilities or other communication systems throughout the Land.

(5) Such other services as are authorized in the Association Articles or Bylaws.

(6) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Land and improvements thereon.

(c) Surface Water Management and Drainage. The surface water management and drainage system for the Property consists of a series of integrated systems throughout the Land. An easement is hereby created in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Land; provided, however, that such easement shall be subject to improvements constructed within the Land as permitted by controlling governmental authorities from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of St. Johns River Water Management District and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the Land including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association.

(d) Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to paragraph 5 hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action,

claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Class A members of the Association in existence at any time.

5. **COVENANT FOR MAINTENANCE ASSESSMENTS**

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) commencement assessments; (2) administrative assessments; (3) annual assessments or charges; (4) special assessments for capital improvements; (5) assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System; and (6) assessments for the costs of maintenance and operation of any conservation area. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

(b) Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Land and for the improvement and maintenance of those areas selected for care by the Association, easement areas benefiting the Land, or right-of-way areas adjacent to the Land the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Association deems necessary.

(c) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot.

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased each year by fifteen percent (15%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval or vote of the Membership.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than fifteen percent (15%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) 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, repair or replacement of a capital improvement, or to repair any Privacy Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of all Members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Commencement Assessment. A Commencement Assessment of Two Hundred and 00/100 (\$200.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

(f) Administrative Assessment. A one time Administrative Assessment of Twenty Five and 00/100 Dollars (\$25.00) per Lot shall be paid to the Association by any successive purchaser of a Lot at the time of closing on the purchase of the Lot. The Administrative Assessment is designed to defray the cost of the Association of maintaining accurate records including transfers of title and changes in addresses of all of its Members and to assure that all new Members receive a complete set of governing documents that relate to the rules, regulations and responsibilities of ownership within the community. The Administrative Assessment shall be paid directly to the Association and may be used for any purpose as set forth in this Declaration.

(g) Street Light Assessment. The Association shall have the power and authority to assess each Owner its proportionate share of the cost of upgraded street lighting, if approved by a majority of the Lot owners.

(h) Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, and each Lot shall be liable for 1/312 of all assessments.

(i) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this paragraph shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in annual or semi-annual installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. 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. Notwithstanding anything herein to the contrary, as long as

Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the annual assessment on each such unoccupied lot. Should Declarant so elect not to pay the assessment, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in paragraph 5(b) hereof, in excess of the total amount collected by the Association through all assessments. Declarant may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all assessments for each Lot owned by the Declarant at the time said revocation is presented to the Association.

(j) Effect of Nonpayment of Assessments. Any assessment not paid within 15 days after the due date shall bear a late fee of Twenty Five (\$25.00) Dollars and interest from the due date at the rate of twelve percent (12%) 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 Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

(k) Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

(l) Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby; provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this paragraph shall be deemed to be an assessment divided equally among, payable by a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

(m) Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these

covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Land for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

6. **MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.** The Developer and the ARB each 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 on any Lot, if the location thereof will, in the sole judgment and opinion of the ARB, obstruct the vision of the motorist upon any street.

7. **MINIMUM SQUARE FOOTAGE AND OTHER REQUIREMENTS FOR ANY PRIMARY RESIDENCE.** No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1200 square feet. In computing the square footage of any Primary Residence containing a basement which is finished and heated, one-half ($\frac{1}{2}$) credit shall be given.

The ARB may make such greater or lesser square footage requirements as it may hereafter deem proper, provided such increase or decrease in area does not exceed ten percent (10.0%) of the above limits.

8. **OTHER STRUCTURES.** Subject to the restrictions contained in paragraph 13 below, the following buildings, structures and objects may be erected and maintained on a Lot only if located wholly within the rear yard of the Primary Residence: yards and houses for pets; above ground storage of ARB's approved construction materials; wood, coal, oil and other fuels; workshops; garbage and trash cans; detached garages; hothouses; greenhouses; permanent storage sheds; bath houses; children's playhouse; outdoor barbecue pits; swimming pools or improvements in connection therewith. No above ground swimming pools (except inflatable pools for small children) are allowed. Each such object shall be constructed of ARB's approved construction materials and shall be walled, fenced or sufficiently landscaped, with heights and design and in such a manner that they are obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by appropriate municipal code or zoning ordinance.

9. **SET BACK FOR ALL STRUCTURES; LOT LINE ENCROACHMENT.** No building shall be located on any Lot nearer than twenty (20) feet to the front lot line, nor nearer than five (5) feet to any side lot line, nor nearer than twenty (20) feet to the rear lot line. Distance between adjacent dwellings shall not be less than ten (10) feet.

Certain improvements constructed on Lots may be situated so that a portion thereof, including, but not limited to, any exterior wall of such Residence, roof overhangs, air conditioning units, or concrete pads may be located upon, immediately adjacent to, overhang or encroach upon the boundary line between the Lot upon which said Residence is located and an adjoining Lot. In all such cases, said

adjoining Lot shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (i) permitting the existence of the encroachment, and (ii) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. All of such improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this paragraph unreasonably interfere with the use of the Lot subject to same.

Notwithstanding the foregoing and subject to applicable zoning limitations, the ARB may reduce any set back limitation set forth herein in the event such a reduction is determined by the ARB to be necessary or convenient to the use and enjoyment of the Lot and such reduction is not greater than one-third (1/3) of the limitation affected.

10. **RESUBDIVIDING OR PLATTING**. Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements.

11. **PRIVACY WALLS**.

(a) **Privacy Wall**. The Declarant may construct walls, entry monuments, signage or fences within the Land ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

(b) **Maintenance of Privacy Walls**. The Association shall be responsible for the maintenance of Privacy Walls.

(c) **Easement of Privacy Wall**. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant or the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

12. **OTHER WALLS AND FENCES**. Subject to approval by the ARB, fences identical to the fences installed by Declarant may be permitted.

13. **APPROVAL OF STRUCTURES**. For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Developer reserves 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 building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions or alter-

ations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface contours of the Land, and such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer 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 and reason connected with future development plans of the Developer.

Upon completion of construction of a Primary Residence on any Lot and the subsequent occupancy of the Primary Residence, and provided the construction of the Primary Residence complies with all requirements of the Developer imposed with respect to such construction, the Association will thereafter be vested with the rights of Developer reserved under this paragraph and with the right to enforce in its own name the conditions, limitations and restrictions herein set forth with respect to all improvements located or to be located upon that Lot. Developer may, but is not required to, record from time to time in the public records of Clay County, Florida, a certificate identifying any Lot or Lots coming within the jurisdiction of the Association pursuant to the terms of this paragraph; provided, however, that the Developer's failure to record such a certificate will not deprive the Association of the rights to be transferred to it as above set forth. The Association may exercise its rights through a committee duly established by it for that purpose and known or to be known as the Architectural Review Board ("ARB").

Each Owner is responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner causes damage to landscaping (including grass), streets, rights of way, trees, signs, drainage facilities or utilities within the subdivision.

14. **NO PARKING OF VEHICLES, BOATS, ETC.** Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No vehicles, boats, trailers, personal watercraft, mobile home, motor home, camper or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard. Guest and delivery vehicles may be parked in driveways during normal and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time.

15. **WINDOW AIR CONDITIONERS AND CLOTHES LINES.** Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the ARB. No outside clothes lines are permitted on any Lot.

16. **NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connection between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. The Developer has provided underground conduits to serve each Lot, and such conduit to each Lot shall be, become, and remain the property of the utility, subject to the use and enjoyment of the Owner of the Lot. Each Owner requiring original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence and all of the same shall be and remain the property of the Owner of the Lot. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from the applicable transformer or primary service to the Primary Residence on his Lot.

17. **COMPLETION OF COMMENCED CONSTRUCTION.** When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within nine (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway approved by the Developer from the paved portion of the abutting street to his garage entrance.

18. **NO PICNIC AREAS PRIOR TO CONSTRUCTION.** No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

19. **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 adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than twelve (12) months.

20. **RESIDING ONLY IN RESIDENCE.** No trailer, basement, garage, or any outbuilding of any kind other than a guest house shall be at any time used as a residence either temporarily or permanently.

21. **SIZE OF SIGNS.** No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the ARB. One small, Developer approved sign may be used to denote the name of the property owner or resident and the house number, provided such sign

shall not exceed one hundred fifty (150) square inches in size. The ARB may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

22. **AERIALS AND ANTENNAS** No satellite dish(antenna), radio aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof have been approved by the ARB; provided, however, that a satellite television reception dish 18 inches or less in diameter shall be permitted without approval by the Association if the same is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot.

23. **MAIL BOXES**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB.

24. **PETS**. Not more than two dogs or two cats may be kept on any Lot and any such animals shall be kept solely for the pleasure and use of the occupants. No such animals shall be used for any commercial or breeding use or purpose. Such animals shall be controlled and restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood, they may not thereafter be kept on the Lot. Developer assumes no obligation to any party for the enforcement of these pet restrictions.

25. **NO OFFENSIVE ACTIVITIES**. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No fires for burning trash, leaves, clipping or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources is not permitted, except that Owners have the right to establish and maintain a water well for personal use.

Each Owner shall continuously maintain the Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, and easements shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided, however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall, at his own expense, plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

26. **SWALE MAINTENANCE.** The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

27. **WELL LIMITATION; WATER AND SEWER RIGHTS.** The Clay County Utility Authority, or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities an service to the Land. No well of any kind shall be dug or drilled on any of the Lots, or tracts, to provide water for use within the structures to be built, and no potable water shall be used within said structures, except potable water which is obtained from the Clay County Utility Authority, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot, or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer and the local Health Department. Clay County Utility Authority is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Land as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to the Clay County Utility Authority all easements required to provide water facilities and service to the Land.

28. **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.** 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(s) means the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to Permit No. 4-019-85895-1. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

29. **EASEMENTS.** All easements shown on the Plat are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns. In addition, the Developer reserves an easement 10 foot (10') in width along the front and back of each Lot, and five foot (5') in width along the sides of each Lot for drainage and utilities and for access. The Developer has the unrestricted right and power of alienating and releasing such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Developer, its successors, trustees, or assigns.

30. **OFF SITE MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM.** The Surfacewater or Stormwater Management System includes easements described in **Exhibit "B"** hereto and the Lake. Portions of the Surfacewater or Stormwater Management System provide benefits to other developments and properties not included in the Land. The maintenance of the Surfacewater or Stormwater Management System is in the best interests of the Owners and the Association, and that maintenance is a permitted usage of Association funds.

The Association may hereafter enter into agreements with others under such terms as it finds acceptable to provide for the sharing of the burden of such maintenance.

31. **DEVELOPER MAY CORRECT VIOLATIONS.** Wherever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer shall have the right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable for any damages on account thereof. Any advance by the Developer under the terms of this paragraph shall bear interest at the maximum rate allowed by law from the date of advance.

32. **APPROVAL OF DEVELOPER OR ARB.** Wherever in these Covenants and Restrictions the consent or approval of the Developer or the ARB 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 Developer or the ARB, as appropriate. Such request shall be sent to the Developer or the ARB, as appropriate, postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer or the ARB fails to act on any such written request within thirty (30) days after the same has been received by it, the consent or approval to the particular action sought in such written request shall be presumed; however, no action shall be

taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

33. **DEVELOPER MAY DESIGNATE A SUBSTITUTE.** The Developer has the sole and exclusive right at any time, and 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. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these 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 a committee to be elected or appointed by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

34. **AMENDMENTS OR ADDITIONAL RESTRICTIONS.** The approval of at least two-thirds (2/3rds) of the Owners is required to amend these Covenants. The Developer reserves the right, subject to the restrictions herein contained, to cure any ambiguity in or any inconsistency among the provisions contained herein, and to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves and shall have the sole right (but not the obligation) to amend these Covenants and Restrictions by the addition of those provisions required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other agency or department of the government of the United States as a condition to the granting or insuring of any VA or FHA mortgage loan. Such amendment may be made by the Developer without the consent, approval or joinder of any other party, and without notice, and shall be effective upon Developer's written declaration of amendment recorded in the public records of Duval County, Florida. Developer's right to so amend shall terminate upon the earlier of: (a) the Developer's written declaration of termination of right to amend recorded in the public records of Duval County, Florida, OR (b) the termination of Class B membership in the Association pursuant to paragraph 3 above.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

35. **ANNEXATION.** Additional real property located in Clay County, Florida, which may be acquired by the Developer may be annexed (i.e., subject to the terms of this Declaration and brought within the jurisdiction of the Association) within fifteen (15) years of the date of recording of this Declaration; provided, however, that for so long as Class B membership shall exist in the Association, the

Veteran's Administration and the Department of Housing and Urban Development must approve such annexation.

Notwithstanding any other provision contained in the Covenants, HUDVA may veto any amendment of these Covenants as long as there is a Class B membership.

36. **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No Lot owner, without the prior written consent and approval of the Developer, may impose any additional Covenants and Restrictions on any part of the Land.

37. **RESTRICTIONS EFFECTIVE PERIOD.** These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until January 1, 2029, and thereafter, these Covenants and Restrictions shall be automatically thereafter extended for additional consecutive five (5) year periods until terminated by the action of the owners of a majority of the Lots.

38. **APPLICATION OF COVENANTS AND RESTRICTIONS TO PURCHASERS AT FORECLOSURE.** Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

39. **LEGAL ACTION ON VIOLATION.** If any person, firm or corporation, or other entity violates or attempts to violate any of these Covenants and Restrictions, it shall be lawful for the Developer or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer until reasonable notice and opportunity to cure have been provided to the Developer for violating any of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer to take any action or institute any proceeding to enforce any provision hereof nor shall Developer be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners in violation of this Declaration are obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon and to the Developer or the Association (as the case may be) in the event an attorney is employed by either to enforce or defend the restrictions or rights herein contained, whether suit be brought or not. All restrictions herein contained

are several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part hereof.

If any provision of these Covenants and Restrictions is to any extent found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Declaration, nor the application of the provision to other persons, entities, or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed this 29 day of April, 2004, by the Developer.

In the Presence of:

[Signature]
Frank F. Houston
(Printed Name)
Witness #1

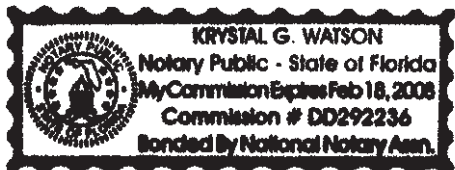
BARRINGTON ESTATES, LLC, a Florida limited liability company

[Signature]
By: Ronald W. Fusell
(Printed Name) RONALD W. FUSSELL
Its: MANAGING MEMBER

[Signature]
Robin Bedwell
(Printed Name)
Witness #2

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Covenants and Restrictions of BARRINGTON ESTATES, LLC was acknowledged before me this 29th day of APRIL, 2004, by RONALD W. FUSSELL as MANAGING MEMBER of BARRINGTON ESTATES, LLC, a Florida limited liability company, on behalf of the LLC, who is personally known to me or produced N/A as identification.



[Signature]
Notary Public, State and County Aforesaid
(Signature)
KRYSTAL G. WATSON
Name of Notary Public (Typed, Printed or Stamped)
My Commission Expires: 02/18/08

EXHIBIT "A"

Eiland & Associates, Inc.

PROFESSIONAL SURVEYORS and MAPPERS

615 Blanding Blvd, Orange Park, FL 32073

PHONE (904) 272-1000 FAX (904) 272-5443

www.eilandsurveyors.com

November 11, 2003

Job 23335

For: Barrington Estates, LLC

Barrington Estates Subdivision
Planned Unit Development
Clay County, Florida

A parcel of land consisting of a portion of Sections 2, 11 and 41, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the common corner of Lots 42, 44 and 45, Tara, according to map recorded in Plat Book 7, page 47 of the public records of said county; thence on the south line of said Lot 45, and the south line of Lots 46, 47, 48 and 49, said Tara, South 89 degrees 55 minutes 25 seconds East, 2258.48 feet to the southwesterly line of a 60 foot wide County Road known as Sleepy Hollow Road; thence on last said line, run the following two courses: (1) South 30 degrees 07 minutes 55 seconds East, 1401.14 feet; (2) on the arc of a curve concave southwesterly and having a radius of 1800.08 feet, an arc length of 385.37 feet, said arc being subtended by a chord bearing and distance of South 23 degrees 59 minutes 56 seconds East, 384.64 feet; thence North 89 degrees 53 minutes 09 seconds West, 986.95 feet; thence South 00 degrees 06 minutes 51 seconds West, 1322.30 feet to the north line of lands described in Official Records Book 1138, page 385 (Parcel 1) of said public records; thence on last said line, and the westerly prolongation thereof, South 89 degrees 53 minutes 09 seconds West, 460.29 feet; thence on the northerly line of lands described in Official Records Book 1329, page 333 of said public records, run the following six courses: (1) North 71 degrees 37 minutes 12 seconds West, 370.64 feet; (2) North 68 degrees 35 minutes 35 seconds West, 799.39 feet; (3) North 58 degrees 30 minutes 25 seconds West, 318.25 feet; (4) North 66 degrees 43 minutes 35 seconds West, 179.78 feet; (5) North 15 degrees 35 minutes 10 seconds West, 228.17 feet; (6) North 67 degrees 42 minutes 31 seconds West, 71.48 feet to the east line of aforesaid Tara; thence on last said line, North 00 degrees 14 minutes 35 seconds West, 1994.65 feet to the Point of Beginning.

Containing 148.75 acres, more or less, in area.

Subject to that particular Easement for Ingress and Egress, as described in Official Records Book 1329, page 333 of the public records of Clay County, Florida.

Also, subject to those particular Conservation Easements, as described in Official Records Book 2281, pages 259 through 268, inclusive, of the public records of Clay County, Florida.

REF FF 26:343-B

Exhibit B

COVENANTS AND RESTRICTIONS
OF
TROUT RIVER LANDING

None

**ARTICLES OF INCORPORATION
OF
DOCTORS INLET RESERVE
HOMEOWNERS ASSOCIATION, INC.**

a Florida Corporation Not-for-Profit

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and do hereby agree to adopt the following Articles of Incorporation:

ARTICLES I. NAME

The name of this corporation is DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLES II. PURPOSE

The purposes and object of the Association shall be to administer the operation and management of DOCTORS INLET RESERVE, a residential development (hereinafter "the Development"), to be established upon that certain real property located and situate in Clay County, Florida; to perform and carry out the acts and duties incident to the administration, operation and management of the Development in accordance with the terms, provisions and conditions set forth in these Articles of Incorporation, and in the Declaration of Covenants, Conditions and Restrictions for DOCTORS INLET RESERVE (the "Declaration"), which shall be recorded in the current public records of Clay County, Florida; to operate, maintain and manage the Development's stormwater management system ("Stormwater Management System") in a manner consistent with the requirements and applicable rules of the St. Johns River Water Management District, relating to the regulation of stormwater management systems and the grant of environmental resource permits, as set forth in Chapter 40 C-42, Florida Administrative Code; and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Development.

The Association does not contemplate pecuniary gain or profit to the members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation and architectural control of the residence lots and common areas of the Development in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration.

ARTICLE III. POWERS

The Association shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida, as the same may be amended from time to time , and all powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the following:

A. Exercise all of the powers and privileges and perform all of the duties, and obligations of the Association under the Declaration;

B. Make and establish reasonable rules and regulations governing the use of the Lots and Stormwater Management System, as such terms are defined in the Declaration;

C. Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association;

D. Tax, levy, collect and enforce payment by all lawful means all charges or assessments against members of the Association and the Lots (as defined in the Declaration) to provide funds to pay the expenses of the Development, as provided for in the Declaration and the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Development, the Stormwater Management System and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and to pay the cost of maintenance and operation of the Stormwater Management System (including work performed in the retention areas, drainage structures and drainage easements);

E. Maintain, repair, replace, operate and manage the Stormwater Management System and any property that the Association has the duty or right to maintain, repair, replace and operate under these Articles, the Declaration, the Bylaws or any other document governing the operation of the Association, including the right to reconstruct improvements after casualty and to further improve and add to any other property owned by the Association;

F. Contract for the management of the Development, the Stormwater Management System, and other property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the Bylaws;

G. Enforce by legal action the provisions of these Articles, the Declaration, the Bylaws, and all rules and regulations governing the use of the Development, Lots, and the Stormwater Management System, which may hereafter be established;

H. Purchase insurance upon the Development and any other property owned by the Association in order to protect the Association and its members.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership shall be as follows:

A. Each person or entity who is a record owner (hereinafter referred to as "Owner" or collectively, as "Owners") of a fee or individual fee interest in any Lot in the Development shall be a member of the Association ("Member"), and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in a Lot in the Development.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. Each Lot in the Development shall be entitled to one vote. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot owner shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the Bylaws or the Declaration. The designation of voting members shall be perfected in the manner provided in the Declaration.

E. Except as an appurtenance to a Lot, no Member may assign, hypothecate or transfer in any manner, his or her membership in the Association or his or her interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the Bylaws hereof.

F. Members shall be subject to all of the terms, conditions, restrictions and covenants contained in these Articles, the Declaration, and the Bylaws or as may hereinafter be adopted by the Association.

ARTICLE V. VOTING

A. The Association shall have two classes of voting membership:

CLASS A — Class A members shall be all Owners, with the exception of the Declarant, and 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 shall be the Declarant, its successors or assigns. Until termination of the Class B member, Class B members shall be entitled to five (5) votes for each Lot owned by the Declarant. Class B membership shall cease on the earlier of: (a) January 1, 2015, or (b) when Developer no longer owns any Lot, or (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing of written notice thereof in the public records of Clay County, Florida, or (d) when ninety percent (90.0%) of the Lots have been conveyed to Owners, or as otherwise provided in the Bylaws. A vote is sometimes herein referred to as a "voting interest".

Notwithstanding the foregoing:

(a) Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(i) Three (3) months after ninety percent (90.0%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners; or

(ii) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots.

(b) For purposes of this section, the term "Owners" includes builders, contractors or others who purchase a Lot for the purpose of constructing improvements hereon for resale.

(c) The Declarant is entitled to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5.0%) of the Lots in all phases of the community. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

B. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot. Such vote may be exercised or cast by the owner or owners in such manner as may be provided in the Bylaws of this Association. Should any member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the Bylaws. Notwithstanding the foregoing, the Declarant shall have the right to cast the number of votes allocated to it in the Declaration for so long as it owns any Lots, or until its right to such votes terminates as provided in the Declaration.

C. Until the recordation of Declaration in the public records of Clay County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

Existence of this Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

ARTICLE VII. OFFICE

The principal office and registered office of the Association shall be located at 8323 Ramona Boulevard, Jacksonville, Florida 32221, or such other place as the Board of Directors may designate from time to time. The initial registered agent of the Association shall be Ronald W. Fussell or such other person as the Board of Directors may designate from time to time.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of the Association shall be conducted by a Board of Directors, which shall consist of three (3) directors (the "Board of Directors" or alternatively the "Board").

B. The Board of Directors shall be elected annually by the Members of the Association entitled to vote; provided, however, that the Declarant shall have the right to elect a majority of the directors on the Board until the earlier of the following events occurs: (a) three (3) months after ninety percent (90%) of the parcels in all phases of the Land that will ultimately be operated by the Association have been conveyed to Members; or (b) at such earlier time as the Declarant may elect to voluntarily relinquish control of the Board of Directors, at Declarant's sole option. Upon the occurrence of the earlier of the foregoing events, owners of Lots other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors.

C. The names and residence addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
Ronald W. Fussell	8323 Ramona Boulevard Jacksonville, Florida 32221
Krystal Watson	8323 Ramona Boulevard Jacksonville, Florida 32221
Doug Smith	8323 Ramona Boulevard Jacksonville, Florida 32221

ARTICLE IX. OFFICERS

A. The officers of the Association shall consist of a President, Secretary and Treasurer and such other officers as the Board may determine to elect, each of whom shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Land and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	Ronald W. Fussell
Vice President	Doug Smith
Secretary/Treasurer	Krystal Watson

D. The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE X. BYLAWS

The Board of Directors shall adopt by a majority vote the Bylaws governing the conduct of the affairs of the Association. The Bylaws may be amended in accordance with the procedures set forth therein.

ARTICLE XI. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended as follows:

1. Amendments to the Articles of Incorporation shall be proposed by a majority of the Board of Directors.

2. The President, or Secretary in the absence of the President, shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which a majority of the Board of Directors proposed an amendment of the Articles of Incorporation. Each Member shall be given written notice of such meeting; stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of at least a majority of the Members of each class entitled to vote and a majority vote of all Members entitled to vote in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida.

ARTICLE XII. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. 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 XIII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIV. RULES OF THE ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

Amendments to any documents which alter the Stormwater Management System beyond maintenance in its original condition must receive approval of the St. Johns River Water Management District prior to taking effect. In the event 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 the provisions of Section 40C - 42.027 Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV. SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

Name

Address

Ronald W. Fussell

8323 Ramona Boulevard
Jacksonville, Florida 32221

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator have hereunto set my hand and seal this _____ day of _____, 2004, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Ronald W. Fussell

CERTIFICATE NAMING AGENT UPON WHOM DUE PROCESS
MAY BE SERVED

Pursuant to Section 48.091, Florida Statutes, the following certificate is submitted:

That DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the articles of incorporation at City of Jacksonville, County of Duval, State of Florida, has named Ronald W. Fussell, located at 8323 Ramona Boulevard, Jacksonville, Florida 32221 as its agent to accept service of process within this state.

Having been named to accept service of process for above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of the Florida Statutes relative to keeping open said office.

REGISTERED AGENT

Ronald W. Fussell

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was sworn to and subscribed before me this ____ day of _____, 2004, by Ronald W. Fussell who is personally known to me or who has produced _____ as verification.

Notary Public, State of Florida

My Commission Expires:
Commission No.:

BYLAWS
OF
DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC.

a Florida Corporation Not-for-Profit

1. IDENTITY.

1.1 Applicability. These are the Bylaws of DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC. (hereinafter, the "Association"), a corporation not for profit, incorporated pursuant to the provisions of Chapter 617, Florida Statutes, as amended. The purpose and object of the Association shall be to administer and manage the operation and management of DOCTORS INLET RESERVE, a development containing residential dwellings located and situate in Clay County, Florida (the "Development"); maintain and upkeep the environmentally protected areas, drainage outfalls and retention ponds (for drainage retention), as shown on the plats of DOCTORS INLET RESERVE (altogether referred to as the "Maintained Property"); enforce the covenants and restrictions contained within the Declaration of Covenants, Conditions and Restrictions for DOCTORS INLET RESERVE and any amendments thereto (the "Declaration"); and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Development.

1.2 Office. The office of the Association shall be located at 8323 Ramona Boulevard, Jacksonville, Duval County, Florida or at such other place as may be established by a majority of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.4 Seal. The seal of the Association shall bear the name of DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC., the words Florida Corporation Not for Profit.

2. MEMBERSHIP. VOTING. QUORUM. PROXIES.

2.1 Membership. The qualification of members of the Association (hereinafter referred to as the "Member" or alternatively as "Members"), the manner of their admission to membership and termination of such membership, is set forth in the Association's Articles of Incorporation, as incorporated herein by reference.

2.2 Quorum. A quorum at meetings of the Members shall consist of thirty percent (30%) of the Members entitled to vote upon any matter or matters arising at said meeting.

2.3 Voting.

(a) Each owner of a Lot as defined in the Declaration and the Articles, other than BARRINGTON ESTATES, LLC, a Florida limited liability company (the "Developer"), shall be a Class A Member, as that term is defined in the Articles, and shall be entitled to the right to cast one vote at any meeting of the Members for each Lot owned.

(b) The Developer, its successors and assigns, shall be the Class B Member, as that term is defined in the Articles, and shall be entitled to five (5) votes for each Lot owned by Developer. The rights of the Class B Member are set forth in the Articles and in the Declaration.

(c) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot.

(d) If any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for Lot shall be designated by a certificate signed by all of the record owners of the Lot or by the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.4 Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, decisions that require a vote of the Members must be approved by the affirmative vote of at least a majority of the voting interests present in person or by proxy.

2.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy, provided that no person shall be designated to hold more than ten (10) proxies. No proxy shall be valid unless it is granted to a person who is a Member. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Lot owner executing it.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting, on the first Tuesday in February of each year or such other date as determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Tuesday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 Special Meeting. Special meetings of the entire membership of the Association shall be held whenever called by a majority of the Board of Directors or fifty-one percent (51%) of the total voting interests of the Association. Business conducted at special meetings is limited to the purposes described in the notice of the meeting.

3.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members, stating the time and place of such meeting, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing.

(b) Annual. Notice of the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) Special. Notice of special meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed or delivered personally to the Member. Notice of special meetings must contain a statement of the purpose for which the meeting is called.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member.

(e) Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, as may be required by the Articles or the Bylaws, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

3.4 Presiding Officer and Minutes. At meetings of Members, the President shall preside, or in the absence of the President, a Vice President, or in the absence of both, the Secretary. Minutes shall be kept in a business like manner and available for inspection by Directors, Members and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or waiver of reading of minutes of previous meeting of Members;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment by Chairman of inspectors of election;
- (g) Election of Directors;

- (h) Approval of Budget for coming year;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

4. BOARD OF DIRECTORS.

4.1 Composition of Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. The initial Directors shall consist of three (3) persons who shall be appointed by the Developer and who shall hold office and exercise all powers of the Board of Directors. At the first annual meeting at which there are Class A Members present, one Director shall be elected from the Class A membership of the Association and two Directors shall be elected by the Developer. Class A Members shall be entitled to elect a majority of the Board of Directors of the Association when the earlier of the following events occurs:

(a) Three (3) months after ninety percent (90%) of the parcels in all phases of the Development that will ultimately be operated by the Association have been conveyed to Class A Members; or

(b) at such earlier time as the Developer may elect to voluntarily relinquish control of the Association.

In addition, so long as the Developer owns at least five percent (5%) of the parcels in all phases of the Development, the Class B member (the Developer or its successor) shall be entitled to elect one (1) member of the board of directors of the Association.

4.2 Election of Directors. Directors shall be elected or appointed in the following manner:

(a) Commencing with the election of the Board to succeed the first Board as designated in the Articles, Developer shall appoint that number of board members which it shall be entitled to appoint in accordance with the Articles and these Bylaws, and upon such appointment by Developer, by written instrument presented to the meeting at which such election is held, the persons so appointed by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or appointed, as the case may be, and qualified in accordance with the provisions of these Bylaws.

(b) For so long as the Developer shall retain the right to appoint a majority of the Board of Directors, in accordance with these Bylaws, all members of the Board of Directors whom Developer shall not be entitled to appoint under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership by the Class A Members, immediately following appointment of the members of the Board whom Developer shall be entitled to appoint.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer

appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(d) In the election of Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(e) Within sixty (60) days after Class A Members are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, in a manner as elsewhere provided in these Bylaws, and give not less than thirty (30) days nor more than sixty (60) days notice of a meeting of the Members for this purpose. Such meeting may be called and the notice given by any member if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these Bylaws.

(f) Each Director shall serve for one year until the next annual meeting or such other time as his successor is elected.

(g) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

4.3 Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

4.4 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all Members. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the

principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles or these Bylaws. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles or these Bylaws, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.9 Action Without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

4.10 Removal. Directors may be removed from office with or without cause by the vote or written agreement of a majority of all Members, provided, however, that only the Developer can remove the member of the Board who was appointed by the Developer.

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles and these Bylaws. Such powers and duties shall be exercised in accordance with the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein and in the Declaration.

(b) Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien rights granted to the Association to secure the payment of said assessments

(c) To contract with any third party to carry out the purposes and duties of the Association as set out herein and in the Declaration.

(d) Enforce the provisions of these Articles of Incorporation; the provisions of the Declaration applicable to Members of the Association and their Lots; the Association Bylaws; and all covenants, restrictions, rules and regulations governing use of the Lots which may now or hereafter be established.

5. OFFICERS.

5.1 Generally. The Board shall elect a President and a Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

5.3 Vice-President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

5.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

5.6 Compensation. No compensation shall be paid to any of officer of the Association except with the approval of the Developer as long as the Developer owns at least one lot, and thereafter with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, to carry out the Association's duties and responsibilities for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for it is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

7. AMENDMENTS TO BYLAWS. These Bylaws may be altered or amended in the following manner:

7.1 Proposal. Amendments to these Bylaws may be proposed by the Board, acting upon a vote of a majority of the Directors, or by Members owning a majority of the Lots in DOCTORS INLET RESERVE, whether meeting as Members or by instrument in writing signed by them.

7.2 Notice. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

7.3 Content of Amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ... for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise property promulgated amendment.

7.4 Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the votes entitled to be cast at a regular or special meeting.

7.5 Written Vote. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

7.6 Developer's Reservation. Notwithstanding the foregoing provisions of this Article 7, no amendment to these Bylaws which shall abridge, amend or alter the right of the Class B Member to designate a member or members of the Board of Directors of the Association, as provided in Article 4 hereof, or any rights of the Developer provided herein or in the Articles or Declaration, may be adopted or become effective without the prior written consent of the Class B Member or the Developer, as the case may be.

7.7 Proviso. No amendment shall discriminate against any Lot Owner nor against any Lot or class or group of Lots unless the Lot Owners so affected shall consent. No amendment shall be made that is in conflict with the Declaration or the Articles.

The foregoing were adopted by the Bylaws of DOCTORS INLET RESERVE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the initial meeting of the Board of Directors on the ____ day of _____, 2004.

Secretary

APPROVED:

President