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DECLARATION OF CONDOMINIUM

FOR

TWINLEAF AT BARTRAM PARK CONDOMINIUM

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DECLARATION OF CONDOMINIUM FOR TWINLEAF AT BARTRAM PARK CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made as of the 25th day of October, 2005 (the "Declaration") by PULTE HOME CORPORATION, a Michigan corporation, having a mailing address of 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Duval County, Florida, being more particularly described in **Exhibit "A"** attached hereto, does hereby submit the land and improvements to condominium ownership pursuant to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

ARTICLE 1
NAME AND DESCRIPTION OF CONDOMINIUM PROPERTY

The name by which this condominium is to be identified is:

TWINLEAF AT BARTRAM PARK CONDOMINIUM (the "Condominium")

1.1 Description of Condominium

(a) This Condominium shall be developed in phases pursuant to Section 718.403, Florida Statutes, with Phase 1 consisting of the real property legally described and the units in the building and other improvements as shown on **Exhibit "A"** attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase 1 of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in **Exhibit "B"** attached hereto. Upon Completion of the building in Phase 1, a surveyor's certificate will be recorded certifying that the building, all Units within the building and their appurtenant Common Elements are substantially complete.

(b) The impact, if any, which the completion of any Subsequent Phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the fractional share ownership per Unit of the Common Elements and fractional share obligations of the Common Expenses and increase the size of the Common Elements.

(c) If the Developer determines to construct the remaining phases (the "Subsequent Phases"), they must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of this Declaration. All improvements in any Subsequent Phase must be substantially completed prior to annexation to the Condominium.

(d) Should the Developer decide, in its sole and absolute discretion, to add any of the proposed Subsequent Phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed Subsequent Phase shall consist of the real property legally described and the Units in the buildings and other improvements as shown on **Exhibit "A-1"** attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in Section 17.8 below. Phase 1 is described in Section 1.2(a)(i) below. The Subsequent Phases, if added, will consist of the number of Units as described in Sections 1.2(a)(ii) through 1.2(a)(iii) below.

1.2 Description of Phases

(a) The number, minimum, maximum and general size of Units to be included in each Phase are as follows:

(i) Phase 1 of the condominium, when constructed, will consist of ten (10) units in one (1), two (2) story building, which contain a maximum of one thousand seven hundred ninety-seven (1,797) square feet, a minimum of one thousand four hundred thirty-eight (1,438) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

(ii) If constructed, Phases 5, 7, 9, 11, 13, 15, 22 and 26 will each consist of one (1), two (2) story building, with a minimum and maximum of six (6) residential units, which contain a maximum of one thousand seven hundred ninety-seven (1,797) square feet, a minimum of one thousand four hundred thirty-eight (1,438) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

(iii) If constructed, Phases 2, 4, 10, 12, 14, 18, 19, 24, 29, 30, 31, 33 and 36 will each consist of one (1), two (2) story building, with a minimum and maximum of eight (8) residential units, which contain a maximum of one thousand seven hundred ninety-seven (1,797) square feet a minimum of one thousand four hundred thirty-eight (1,438) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

(iv) If constructed, Phases 3, 6, 8, 16, 17, 20, 21, 23, 25, 27, 28, 32, 34 and 35 will each consist of one (1), two (2) story building, with a minimum and maximum of ten (10) residential units, which contain a maximum of one thousand seven hundred ninety-seven (1,797) square feet a minimum of one thousand four hundred thirty-eight (1,438) square feet of heated and air conditioned space and a minimum and maximum of two (2) bedrooms and a minimum and maximum of two (2) bathrooms.

By acceptance of a deed to its Unit, each Unit Owner acknowledges and agrees that the actual square footage is based on the "Condominium Unit," rather than merely the Unit square footage and that the Condominium Unit includes the Unit plus the undivided fractional share in the Common Elements, plus the exclusive right to use certain Limited Common Elements, plus an exclusive easement for the use of the airspace occupied by the Unit, plus membership in the Association.

1.3 Fractional Shares

(a) Each Unit's fractional ownership in the Common Elements shall be equal to all other Units. As each Phase is added, each Unit shall own a fractional share in the Common Elements, Common Surplus and obligation for Common Expenses represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on **Exhibit "B"** attached hereto.

(b) The ownership of the Common Elements attributable to each Unit would be that Unit's fractional share ownership, as set forth in Section 1.3(a) and **Exhibit "B"**. If any phase or phases are not developed and added as part of this Condominium, said fraction shall remain as provided in Section 1.3(a) for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

(c) The Developer shall notify owners of existing Units of any decision not to add one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last know address.

1.4 Vote Allocation

Each Unit is entitled to one (1) vote in the Association.

1.5 Addition of Subsequent Phases

(a) Subsequent Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence and any phase can be recorded in any order depending on when a particular phase is substantially completed.

(b) No Subsequent Phases, other than those described herein, may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be unreasonably withheld if the Subsequent Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

1.6 Additional Land or Facilities

(a) The Developer is not required to convey any additional land or facilities to the Condominium after the completion of Phase 1 of the Condominium, nor is the Developer obligated to construct the Subsequent Phases. Therefore, notwithstanding anything herein to the contrary, no portion of the Subsequent Phase Land shall:

(i) be encumbered or in any way affected by this Declaration, or

(ii) be part of the Condominium unless and until such portion of the Subsequent Phase Land is added to the Declaration by recordation of an amendment in the public records of the County, which Amendment is signed by the Developer.

(b) The Developer shall have the right, at any time, to develop the Subsequent Phase Land as a different condominium with different size units or density of units or with any other type of residential dwelling unit. There is no guaranty that any adjacent development will be consistent with the design of Phase 1 of the Condominium.

1.7 Time Share

Time share estates shall not be a part of this Condominium.

1.8 Sales Office

During the construction of this Condominium, any Subsequent Phase and property owned by Developer within the Bartram Park DRI, the Developer shall have the right to use any portion of the Condominium Property, including the Common Elements, for the construction, marketing and sale of Units.

ARTICLE 2
DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires. All other definitions except as set forth herein shall be determined by the definitions set forth in Section 718.103, Florida Statutes as written as of the date of recording of this Declaration.

2.1 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.2 Association means Twinleaf Condominium Association, Inc., a corporation not for profit, and its successors, and as further defined in Section 718.103(2), Florida Statutes.

2.3 Bartram Park Association means Bartram Park Owners' Association, Inc., a corporation not for profit, and its successors, which is responsible for the operation and maintenance of the Bartram Park Association Common Property and such other duties as are from time to time designated in the Bartram Park Documents.

2.4 Bartram Park Association Common Property means the common property described in the Bartram Park Documents.

2.5 Bartram Park Documents is defined in Article 15.

2.6 Bartram Park DRI means the Bartram Park Development of Regional Impact as described in Ordinance #2000-451-E, adopted by the City of Jacksonville on August 4, 2000, as amended, of which the Property is a part of.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Section 718.108, Florida Statutes.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units.

2.9 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property and Common Elements.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, any Limited Common Elements and of any portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Sections 718.111 and 718.114, Florida Statutes.

(g) Assessments charged the Association or costs incurred by the Association in the operation, management, maintenance and repair of the stormwater system as permitted by the SJRWMD, including lakes, retention areas, water management areas, ditches, canals, culverts, structures, related appurtenances, drainage structures and drainage easements.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.11 Condominium Unit is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.12 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.13 Developer means Pulte Home Corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of the Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon transfer of control of the Association.

2.14 Improvements means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property.

2.15 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans Administration, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall hold or guaranty mortgage on the Condominium Unit, including, without limitation, the Developer, if Developer holds a mortgage on a Condominium Unit.

2.16 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein. References to Common Elements herein shall mean and refer to Limited Common Elements, unless the context would prohibit it or it is otherwise expressly prohibited.

2.17 Management Company means the property management company for the Association as of the date of the recordation of the Declaration is Sterling Fin. & Mgmt., Inc.

2.18 Operation or Operation of the Condominium means and includes the administration and management of the Condominium Property.

2.19 SJRWMD means the St. Johns River Water Management District.

2.20 Special Assessment means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

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

2.22 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.23 Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Unit as shown by the real estate records in the office of the Clerk of the County, whether such owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless

and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an owner.

2.24 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities.

2.25 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one (1) owner or by any entity.

ARTICLE 3
EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 **Exhibit "A"** - The legal description of the land submitted by this Declaration to the condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 **Exhibit "A-1"** - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phase 2 through Phase 36, together with a plot plan of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.3 **Exhibit "B"** - The fractional shares of ownership schedule of the Common Elements, Common Surplus and Common Expenses.

3.4 **Exhibit "C"** - The Articles of Incorporation of the Association.

3.5 **Exhibit "D"** - The Bylaws of the Association.

ARTICLE 4
EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, the Bartram Park Association and their respective successors and assigns, as follows:

4.1 Utilities.

Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Unit, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Directors and the affected Unit Owners. Further, it is understood and acknowledged that other properties adjacent to the Condominium may connect to the utility systems within the Condominium.

4.2 Encroachments.

In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic.

A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities.

There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to condominium ownership hereunder for the benefit of the Developer, its successors and assigns and any designated provider of such utility services. Such right to create and install and use utilities shall not impair the exclusive use and ownership of any Unit. There is also reserved in the Developer the right of ingress and egress over all of the Condominium.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units.

It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units (including Units designated as a sales office and/or model Unit) and all recreational facilities for the marketing, sale, and advertising of all Units and residences located within the Bartram Park DRI. For so long as the Developer, its successors and assigns, owns any property located within the Bartram Park DRI with the intention to sell Units or residences within the Bartram Park DRI, and for a period running one (1) year from such date, the Association and the Association's management company is prohibited from restricting access to the Condominium by agents or sales prospects, including without limitation, any decision to not use the limited vehicular access gate until all Units have been conveyed to Unit Owners. This reservation is made notwithstanding the use restrictions set forth in Article 12, and such reservation is intended with respect to the Developer, its successors and assigns, to be superior to such use restriction in Article 12. Notwithstanding anything to the contrary in this Declaration, Developer may maintain a model and sales center on the Property for a period of one (1) year following the date of sale of the last Unit or residence owned by the Developer within the Bartram Park DRI, which model and sales center may be used for the purpose of marketing other properties owned or developed by Developer

4.6 Easement through Interior Walls, Ceilings and Under Units.

The Association and adjoining Unit Owners shall have easements in and through all interior walls through the area between the ceiling and the roof and under the Units as necessary for the installation, maintenance and repair of pipes, weirs and other conduits within said walls, ceilings or under the Units as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements.

In addition to the rights of the Developer, the Association shall have the right to grant permits, licenses and easements over the Common Elements for the installation, moving, and terminating of easements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easement over Condominium Property.

The Developer further reserves for itself, its successors, nominees and assigns, a perpetual nonexclusive easement for the installation, maintenance, operation and connection of utilities and for stormwater drainage over and across the Condominium Property. The Developer further reserves the right to terminate the rights created by this Section, which termination shall not require the consent of any person(s) and shall automatically be exercised at such time as Developer records a Notice of Termination regarding the rights created by this Section among the public records of the County. As of the date hereof, Developer is the fee simple owner of all of the Condominium. However, it is Developer's intent that the rights created by this Section not merge with Developer's fee simple interest in the Condominium; instead, Developer, shall be entitled to exercise the rights created by this Section, until such rights are terminated by Developer as provided above.

4.9 Recorded Easements and Licenses.

The Condominium Property shall be subject to all easements and licenses as shown on any recorded plat affecting the Condominium Property and to any other easements or licenses of record or of use as of the date of recordation of this Declaration, including without limitation the Bartram Park Documents. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium have been set forth on **Exhibit "A"** attached hereto. In addition, the Condominium Property is subject to all easements created or permitted by this Declaration.

4.10 Re-use Water

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

4.11 Easement for Warranty Purposes.

For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof).

ARTICLE 5
UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 Unit Boundaries.

(a) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.

(ii) Lower Boundaries - The highest surface of the unfinished floors of the Unit.

(b) The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the plot plan and/or floor plans, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

(c) Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, weirs, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Unit Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

(d) Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE 6
APPURTENANCES TO UNITS

6.1 Appurtenances.

There shall pass with each Unit as appurtenances thereto the following:

(a) The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in **Exhibit "B"** attached hereto and made a part hereof.

(b) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(c) Membership of the Unit Owner in the Association, and the right to use the Common Elements and to access the Common Elements, subject to the rules and regulations as adopted from time to time by the Association.

(d) A perpetual, non-exclusive easement for ingress and egress by the Unit Owners, their families, guests, tenants, servants, agents, invitees and lessees over streets, walks, and other rights-of-way, serving the Units of the Condominium, necessary to provide reasonable access to the public ways and for unassigned parking of permitted vehicles within the designated parking areas.

(e) An exclusive easement for the use of such Limited Common Elements as may be designated in this Declaration or in the deed conveying the Unit.

6.2 Limited Common Elements.

Each Unit shall have an exclusive use right for Limited Common Elements as follows:

(a) Patios and/or Balconies. The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

(c) Garage. The garage and garage door appurtenant to Units is a Limited Common Element of the Units having direct and exclusive access thereto.

ARTICLE 7
MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Units.

(a) By The Association. The Association shall maintain, repair and replace at the Association's expense:

(i) All Common Elements and Limited Common Elements, except as provided in Section 7.1(a)(v).

(ii) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(iii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(iv) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Sections 7.1(a)(i), (ii) and (iii) above.

(v) All repair, maintenance and/or replacement of the driveway associated with its Unit, except as set forth in Section 7.1(b)(v).

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(i) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including, but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit and interior of the garage which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows,

screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, garage door and garage door opener, non-supporting walls and partitions, all contents of the Units and built-in cabinets in the Units and all exterior lighting attached to the Unit, including without limitation replacing light bulbs located on the front entrance and back entrance of the Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(ii) A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, windows, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the Units, and the prior approval of seventy-five percent (75%) of the Board of Directors of the Association; provided however that such approval shall not be required to display any American flag in accordance with the terms and conditions of Section 12.22 of this Declaration.

(iii) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(iv) The Unit Owner is responsible for the cost, repair, maintenance and replacement of any enclosure on the patio or balcony and also the costs incurred should the Association be required to repair the patio or balcony or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

(v) The Unit Owner is responsible for the cost, repair, and/or replacement of the driveway associated with its Unit if any damage to the driveway is the result of Unit Owner's actions, other than normal wear and tear.

7.2 Alteration and Improvement.

(a) After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements without the prior approval of seventy-five percent (75%) of the total voting interests of the Association. The cost of such material alteration or improvement shall be a Common Expense and so assessed. Any such material alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

(b) Subject to the restrictions set forth in Article 12, no Unit Owner shall make any addition, alternation, or improvements in or to his Unit, the Common Elements, or the Limited Common Elements, and no structure or improvement may be erected, installed, maintained, or removed on the Condominium Property, until the design, construction, specifications, and a plan showing the location of the structure have been approved in writing by the Board of Directors.

Nothing contained in this Section shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such improvement. In no event shall a Unit Owner make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the Condominium building containing his Unit, or impair any easement.

A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Unit Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and any manager of the Condominium, together with all their officers, directors, partners, and all other Unit Owners, harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance and repair thereof from and after the

date of installation or construction thereof, as may be required by the Association. The provisions of this Article shall not apply to the Developer.

7.3 Hard Surface Floors.

Installation of hard surface floor coverings such as tile, marble, wood and the like in any portion of the Unit (or Limited Common Elements appurtenant thereto including, without limitation, on any patio or balcony) other than foyers, bathrooms, and kitchens must be submitted to and approved by the Board of Directors, and if approved, must meet all sound installation standards as established by the Board of Directors from time to time and also meet applicable structural requirements. Notwithstanding the foregoing, no hard surface floor coverings shall be used to replace carpeted areas within the Unit. Further, approval shall only be granted if appropriate materials are used in the installation of the flooring so as to minimize sound transmission. The installation of any improvement, or heavy object must be submitted to and approved by the Board of Directors and must be compatible with the overall structure and design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements with such review to be at the Unit Owner's sole cost and expense. In addition, the Board of Directors shall have the right to specify the exact material to be used on balconies. Unit Owners will be held strictly liable for all violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of such violations. Developer makes no representations of warranties with respect to the sound transmission qualities of the Units. Each Unit Owner by acceptance of a deed or other conveyance for its Unit hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control and that the noises from adjoining or nearby Units, the Limited Common Elements or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Condominium Property and each Unit Owner hereby waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

7.4 Window Treatments.

Reflective window coverings, heat mats and window coverings made of paper products are expressly prohibited. Only white or off-white, solid colored window coverings shall be permitted on any Unit without Board of Directors approval. Stained-glass windows or other type of window treatment to be placed or installed on the inside or outside of any Unit requires approval of the Board of Directors. The Board of Directors as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property. The restriction set forth in this Section shall not be construed to limit the rights of Unit Owners to display an American flag in accordance with Section 12.22.

7.5 Hurricane Shutters/High Impact Glass.

The Board of Directors may, from time to time, establish hurricane shutter specifications that comply with the applicable building code and that establish permitted colors/tints, styles and materials for hurricane shutters. Subject to the provisions hereof, the Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of the majority voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may (without regard to approval of the membership) maintain, repair or replace such approved shutters or glass whether on or within Common Elements, Limited Common Elements or Units. If shutters are permitted, all shutters shall remain open unless and until a storm or a storm warning (tropical storm or hurricane only) is announced by the National Weather Center or other recognized weather forecaster. All shutters must be removed and stored within two (2) days after the storm has passed. An Owner who plans to be absent during all or any portion of the hurricane season must prepare a Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the

Unit or should the Unit suffer hurricane damage and furnishing the Association with the names of such firm or individual.

ARTICLE 8
ASSOCIATION ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses.

The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. The annual Assessment for each Unit shall commence when such Unit is made subject to the terms and conditions of this Declaration and shall initially be payable monthly in advance, however the increment may change to annual, semi-annual, quarterly or in such other installment increments as the Association deems appropriate; however, the Board of Directors shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective fractional shares for the following purposes: (i) if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer (see Section 8.6 hereof); (ii) for the costs incurred by the Association for specific purposes of a nonrecurring nature which are not capital improvements; or (iii) costs incurred by the Association for the acquisition, installation, construction or replacement of any capital improvements located or to be located within the Common Elements. Unless waived pursuant to Section 718.112(2)(f), Florida Statutes, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment. In addition to the reserves which may be required to be maintained by the Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

8.2 Liability for Assessments.

A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments while he is the Owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of Institutional Mortgagee who joins the Association in a foreclosure action and who acquires title through foreclosure or deed in lieu of foreclosure shall be limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made. The Association may charge an administrative late fee, in addition to interest, on any late Assessment payments not to exceed the maximum amount permitted under the Condominium Act. No Institutional Mortgagee is required to collect Assessments. Failure to pay Assessments shall not be deemed a default under any mortgage, except as provided in the mortgage instrument.

Any unpaid share of Common Expenses or Assessments for which an Institutional Mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including the acquirer of the Condominium Unit, his successors and assigns. An Institutional Mortgagee may not, during the period of its ownership of such Condominium Unit, whether or not such Condominium Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

Nothing contained herein shall abridge or limit the right or responsibilities of Institutional Mortgagees as set forth in the Condominium Act.

8.3 Assessments

The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge; Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an administrative late fee of five percent (5%) of the sum due but, not to exceed twenty-five and 00/100 dollars ($25.00). All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to outstanding fines, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Unit for any unpaid assessments, including interest, costs and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the public records of the county where located by filing a claim therein which states the description of the Condominium Unit, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by said lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

8.4 Collection.

Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.5 Subordination of Lien.

The lien for Assessments or other charges that the Association has on a Unit is effective from and shall relate back to the last to occur of the recording of this Declaration or the recording of the amendment to the Declaration adding such Unit. As to first mortgages of record, however, the lien for Assessments or other charges is effective from and after the date of recording a claim of lien in the public records of Duval County, Florida. Notwithstanding the foregoing, the lien for Assessments or other charges that the Association has on a Unit will be deemed to be subordinate to a first mortgage on the Unit if the mortgage was recorded before the delinquent Assessment was due.

8.6 Developer's Responsibility for Assessments.

In accordance with Section 718.116(9)(a)(2), Florida Statutes, the Developer shall be excused from the payment of its Share of Common Expenses for the Units owned by Developer for the period of time that the Developer has guaranteed the level of assessments to be paid to the Association by the Unit Owners of the Condominium and that the Developer has agreed to pay any common expenses

that exceed the guaranteed budget amount. The Developer has agreed to guarantee the amount of payments due to the Association for the period commencing on the date this Declaration is recorded and continuing until the earlier of December 31, 2005 or turnover of control of the Association from the Developer to the nondeveloper members of the Association ("Turnover") (the "Guaranty Period"). The guaranteed amount for each Unit during the 2005 Guaranty Period will be One Hundred Seventy Five and no/100 dollars ($175.00) per month for all unit types. So long as the Association has maintained all insurance coverages required by Section 718.111(11)(a), Florida Statutes, the Common Expenses incurred during any guaranty period resulting from a natural disaster or an Act of God, which are not covered by insurance proceeds from the insurance maintained by the Association may be assessed against all Unit Owners, including the Developer, owning Units in accordance with their share of Common Expenses on the date of such natural disaster or Act of God. Pursuant to Section 718.116(9)(a)(2), Florida Statutes, the Developer reserves the right to extend the Guaranty Period, at an amount to be determined.

Following the Guaranty Period, each Unit Owner will be required to pay its actual pro-rata share of expenses based on the budget in effect at the time the Guaranty Period expires.

8.7 Reserves.

In accordance with Section 718.112(2)(f)(2), Florida Statutes, as of the date this Declaration is recorded, the Association has elected to maintain reserve accounts for capital expenditures and deferred maintenance. Reserves will therefore be collected from the Unit Owners as part of the Annual Assessment.

8.8 Working Capital Contribution.

Each purchaser shall be required to make a one time working capital contribution to the Association in the amount determined by the Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may not be used by the Developer to fund the operating deficit.

ARTICLE 9
ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Right in Association.

Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Unit Owner for Common Expenses. Each Unit shall be entitled to one (1) vote in the Association.

9.2 Articles of Incorporation.

A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as **Exhibit "C"** and made a part hereof.

9.3 Bylaws.

A copy of the Bylaws of the Association is attached as **Exhibit "D"** and made a part hereof.

9.4 Restraint Upon Assignment of Shares and Assets.

The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name.

The Association shall be named as provided in Section 2.2 herein and shall be a corporation not-for-profit.

9.6 Purchase or Lease of Properties.

The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Sections 718.111 and 718.114, Florida Statutes.

9.7 Association's Access to Units.

The Association and its authorized agents shall have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes making repairs or otherwise maintaining the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered.

9.8 Right of Action.

The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

ARTICLE 10
INSURANCE

The insurance that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured.

All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Institutional Mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the Institutional mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner.

Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expenses including without limitation those matters in Section 10.3(a)(iii), and such insurance shall not be the responsibility of the Association.

10.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all

as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(iii) Hazard policies issued to protect Condominium Buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this Section, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owner as a group to a Unit Owner.

(c) Worker's Compensation. Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance. Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Other. Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

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

(h) Insurance/Fidelity Bond. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.4 Premiums.

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Institutional Mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee as Trustee or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration (hereinafter referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their Institutional Mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on **Exhibit "B"** attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When the Building is to be Restored. For the Unit Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(ii) When the Building is Not to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Institutional Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Institutional Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined in Sections 11.1(b) and 11.6(b)(ii) or until there shall have been a request by an Institutional Mortgagee for such appointment.

10.6 Distribution of Proceeds.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their Institutional Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the Institutional Mortgagee of a Unit.

(d) In making distribution to Unit Owners and their Institutional Mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent.

The Association is hereby irrevocably appointed Agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

ARTICLE 11
RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION

11.1 Determination to Reconstruct or Repair.

If any part of the Condominium Property is damaged or taken by casualty or by condemnation or deed in lieu thereof, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Minor Damage or Condemnation. If the damaged or taken improvement is a Common Element and/or Limited Common Element, or if the damaged or taken improvement is a building in which less than sixty percent (60%) of the Units to which the Common Elements are appurtenant are untenantable, then the damaged or taken property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Major Damage. If the damaged or taken improvement is a building, and if Units to which sixty percent (60%) of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged or taken property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Unit Owners of eighty percent (80%) of the Common Elements and fifty-one percent (51%) of the Eligible Institutional Mortgagees agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged or taken property is to be reconstructed or repaired.

11.2 Plans and Specifications.

Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged or taken property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Unit Owners of not less than eighty percent (80%) of the Common Elements, including the Unit Owners of all damaged or taken Units, together with the approval of fifty-one percent (51%) of the Eligible Institutional Mortgagees shall be required, which approval shall not be unreasonably withheld.

11.3 Responsibility.

If the damage or taking is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty or taking. In all other instances, the responsibility of reconstruction and repair after casualty or taking shall be that of the Association. Each Unit Owner hereby appoints the Association to be attorney-in-fact in any negotiating settlements or agreements.

11.4 Estimates of Cost.

Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments.

If it is determined that reconstruction and repair should occur and if the proceeds of insurance or condemnation are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Unit Owners in the case of damage or taking of Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage or taking of Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction Funds.

The funds for payment of costs of reconstruction and repair after casualty or taking shall be paid to the Association or Insurance Trustee for the benefit of the Unit Owners and the Institutional Mortgagees. They shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair that is the responsibility of the Association is more than five hundred thousand and 00/100 dollars ($500,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance or condemnation collected on account of casualty or taking, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty or taking shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than five hundred thousand and 00/100 dollars ($500,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by an Institutional Mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than five hundred

thousand and 00/100 dollars ($500,000.00), then the construction fund shall be disbursed in payment of such costs pursuant to the approval of an architect selected by the Board of Directors.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the Unit Owner thereof and the Institutional Mortgagee jointly, who may use such proceeds as they may agree.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance or condemnation proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Unit Owners of the fund; except, however, that only those portions of a distribution to the beneficial Unit Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any Institutional Mortgagee.

(v) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when an Institutional Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Institutional Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or an Institutional Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

ARTICLE 12
USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Common Elements and Limited Common Elements, Including Pool and Clubhouse.

The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. The Common Elements shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Units. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Elements, including without limitation, the pool, fitness room and clubhouse restrooms. Each Owner acknowledges and agrees that if the Owner is leasing its Unit (as described in Section 12.4 below), the tenant/occupant of the Unit shall have the right to use the Common Element recreational facilities during the term of the lease, and Owner shall not have any right to use any of the Common Element recreational facilities during such lease term.

12.2 Use of Property.

No articles shall be hung or shaken from the doors, windows, lanais, or balconies. No articles shall be placed upon the outside window sills or outside of balcony railings of the Units. Lanais and

balconies are not to be used for storage. Any kickplates added to patio screen doors or front doors must be approved by the Board of Directors prior to installation.

12.3 Residential Use.

Twinleaf at Bartram Park Condominium is a residential community, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Home-based occupations may be operated out of the Units, provided, that: (i) there are no employees working within the Units, (ii) there is no signage; (iii) the Unit is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Unit; (v) the home-based occupation does not generate additional visitors or traffic into the Unit or any part of the Property and (vi) such use meets all other municipal code and zoning requirements. Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

12.4 Leasing of Units.

(a) Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g. a Owner cannot lease its Unit for seven (7) months or more and then allow the lessee to rent out all or any portion of the Unit for periods of less than seven (7) months). Every lease shall be in writing and must be provided to the Association within fifteen (15) days following execution of the lease.

(b) The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Unit may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(c) When a Unit is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners is prohibited.

(d) A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement.

12.5 Nuisances; Other Improper Use.

Nothing shall be done or maintained on any Unit or Common Element which may be or become an annoyance, nuisance or be detrimental to the other Units or Common Element or its occupants. Any activity on a Unit which interferes with television, cable or radio reception on another Unit shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Elements. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance.

In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

12.6 Insurance.

Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Property or any other Unit, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit, on his Unit, or in the Common Elements which will result in the cancellation of insurance on the Property or any other Unit, or the contents thereof, or which would be in violation of any law.

12.7 Access.

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

12.8 Pets.

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

(b) All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Unit). Pets are not allowed to roam freely or play in the hallways or any other interior common area. Pets must be on the grass before the pet is permitted to stop and relieve itself. At no time may a pet relieve itself in the breezeway or hallway. Owners should not allow landscape areas adjacent to the buildings or the building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

(c) Animals that are typically kept in cages or containers wholly within the Unit such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are

of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

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

(e) A violation of the provisions of this Section shall entitle the Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

12.9 Signs.

No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Unit, Common Elements, or from any window, while Developer is conducting its sales efforts. After Seller has finished its sales within the Bartram Park DRI, all signs must have advance written approval of its size, shape, content, appearance and location from the Board of Directors prior to being posted, which approval may be withheld for any reason, and the Board of Directors may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units or other residences located within the Bartram Park DRI.

12.10 Parking.

(a) Units located within Twinleaf at Bartram Park Condominium shall have not more than two (2) vehicles associated with the Unit, one (1) of which must be parked in the Owner's garage. The second car, if any, must be parked on the driveway immediately in front of the Owner's garage.

(b) Motorcycles may be allowed if prior Board approval is obtained but shall count as a vehicle towards the vehicle limit. Motorcycles must be parked within the garage. Motorcycles may be parked on the Common Elements only with the written consent of the Board of Directors.

(c) Owners must register all vehicles with the Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

(d) No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section. Guest spaces will be located within the Common Elements, and Owners may not park in guest spaces.

(e) The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Elements and may make provision for the involuntary removal of any violating vehicle; provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Developer's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Elements or any Unit shall be restricted to the parking areas therein designated for such purpose.

(f) Prohibited Vehicles. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage. No vehicle may block the sidewalk.

(g) Vehicle Maintenance. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Elements and Units, except wholly within the confines of the garage.

(h) Towing. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

12.11 Speed Limit within the Property.

The speed limit within the Property shall not exceed twenty (20) miles per hour.

12.12 Window Air Conditioners.

No window air conditioning unit shall be installed in or on any of the Units.

12.13 Temporary Structures.

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

12.14 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and

regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

12.15 Lakes.

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

12.16 Fireworks.

No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Unit, on or from the Property or on or from the Common Elements.

12.17 Clotheslines.

No clotheslines or other clotheslines-drying facility shall be permitted.

12.18 Grills and Broilers, etc.

Gas or charcoal grills, burners, broilers, fryers and/or other open flame devices are not permitted to be used within the Units or on balconies, lanai areas, patios or in any of the Common Elements.

12.19 Storage.

All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.20 Refuse.

It is the Developer's intention that there will not be community trash dumpsters serving the Units. So long as there are no community trash dumpsters serving the Units, the Owners shall be governed by the following terms and conditions. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags and receptacles are to be stored within the garage when not placed out for pick-up on designated pick up days. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Elements except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Elements or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Unit Owners shall be required to maintain their trash containers in accordance with rules and regulations adopted by the Board of Directors.

12.21 Satellite Dishes and Antennae.

Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Condominium Property shall be no larger than thirty-nine inches (39") in diameter and twelve (12') feet in height, may not be installed on any Common Element and must be approved in advance

by the Board of Directors. Owners shall endeavor to assure that such a device is screened in to the extent possible away from the view of others.

12.22 Flags.

Any Unit Owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

12.23 Pest & Insect Control.

Except as set forth in Section 10.3 with respect to subterranean termites, each Owner shall be responsible for all pest and insect control within the Unit.

12.24 Rules and Regulations.

Reasonable regulations and rules concerning the use of the Condominium Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Association shall have the right to enforce all restrictions set forth in this Declaration in any manner it deems necessary, including without limitation injunctions, suits for damages, or fines.

12.25 Soliciting.

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

12.26 Variance.

The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

12.27 Compliance.

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

12.28 Proviso.

Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations.

ARTICLE 13
STORMWATER MANAGEMENT SYSTEM

13.1 Blanket Easement.

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

13.2 Maintenance Easement.

The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Unit which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right t cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed on the Property as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Association shall give reasonable notice of its intent to take such action to all affected Unit Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith.

13.3 Maintenance.

Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on

any portion of the retention lakes or drainage easements. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

(a) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(b) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(c) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

13.4 Use and Access.

Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Unit Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

13.5 LIABILITY.

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

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

13.6 Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands.

13.7 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

13.8 Indemnity.

Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

13.9 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 40-031-23600-10 ISSUED BY THE SJRWMD. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

13.10 Developer's Rights.

Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the

easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property, provided that Developer owns the lands affected by such change.

13.11 Conservation Easement.

From time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

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

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

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

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

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

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

(g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

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

(i) Notwithstanding any other provisions hereof, the terms of this Article 13 shall not be amended or modified without the written consent of the SJRWMD. Further, this Article 13 may be enforced by the SJRWMD, its successors and assigns.

ARTICLE 14
COMMUNITY DEVELOPMENT DISTRICT

The Bartram Park Community Development District ("CDD") has been created. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD is being established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage including roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes ("District Improvements"). Each Owner agrees and acknowledges that, once established, the CDD may impose and levy taxes or assessments, or both taxes and assessments, on the Property. These taxes and assessments pay the construction,

operation, and maintenance costs of certain public facilities and services of the CDD and are set annually by the governing board of the CDD. These taxes and assessments are in addition to the county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

ARTICLE 15
BARTRAM PARK DOCUMENTS

Each Owner acknowledges and agrees that the Property and Units are subject to the following:

(a) Declaration of Covenants, Conditions and Restrictions dated April 27, 2001 and recorded on May 4, 2001 at Official Records Book 9977, page 39, as amended by that First Amendment to the Declaration of Covenants, Conditions and Restrictions dated October 31, 2001 and recorded on November 15, 2001 at Official Records Book 10227, page 892, as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions dated October 31, 2001, recorded on January 9, 2002 at Official Records Book 10305, page 1042 and as amended by that Third Amendment to the Declaration of Covenants, Conditions and Restrictions dated December 20, 2002, recorded on February 4, 2003 at Official Records Book 10900, page 944, all of the public records of Duval County, Florida; together with Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001, and recorded December 3, 2001, in Official Records Book 10247, page 1745 of the public records of Duval County and Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001 and recorded on February 21, 2002 in Official Records Book 10366, page 862 of the public records of Duval County, Florida.

(b) Declaration of Covenants and Restrictions for Bartram Park recorded on May 4, 2001 in Official Records Book 9977, page 155, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Bartram Park dated October 31, 2001 and recorded on November 15, 2001 in Official Records Book 10227, page 901, as supplemented by that Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 dated December 27, 2004 and recorded on February 16, 2005 in Official Records Book 12295, page 1783, as amended by that Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 recorded on February 16, 2005 in Official Records Book 12295, page 1824, all of the public records of Duval County, Florida.

(c) Declaration of Easements, Covenants, Conditions and Restrictions for Tract 1, 2, 3 and 4, Bartram Park Phase 2, made by Winslow Farms, Ltd., dated January 5, 2005 and recorded on February 16, 2005, in Official Records Book 12295, page 1824 of the public records of Duval County, Florida.

The Bartram Park Owners' Association, Inc. (the "Bartram Park Association") is the association governing the operation, maintenance, repair and replacement of the common property of the Bartram Park development. The Developer is initially the member of the Bartram Park Association and thereafter the Condominium Association will be the member of the Bartram Park Association. The Bartram Park Association, acting through its board of directors, shall have the powers, rights and duties with respect to the Bartram Park community as set forth in the Bartram Park documents listed above. No landscaping, improvement or structure of any kind shall be commenced, erected, placed or maintained upon any Building Site unless and until the plans and specifications have been submitted to and approved by the developer of Bartram Park, the Bartram Park Association and the design review committee of the Bartram Park Association. The Bartram Park Association shall be entitled to charge each owner of a Building Site assessments established and levied pursuant to the Bartram Park documents listed above, for expenses incurred or to be incurred by the Bartram Park Association in fulfillment of its maintenance, operation and management responsibilities for the common facilities within the Bartram Park community. The individual Owners are obligated to pay their pro-rata share of the Bartram Park Association budget

as a portion of the Annual Assessment of the Condominium Association, but the individual Owners are not members of the Bartram Park Association.

ARTICLE 16
COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the relief set forth in this Article and Article 22, in addition to the remedies provided by the Condominium Act:

16.1 Negligence.

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. There shall be no absolute liability imposed on such Unit Owner.

16.2 Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, before, at trial or appellate levels and administrative hearings, in bankruptcy or in post-judgment collection.

16.3 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE 17
AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

17.1 Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

17.2 Resolution – Notice.

A resolution made by the Board for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

17.3 Resolution – Voting.

A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by

not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting, and provided, however, that such approval or disapproval expressed by any Director not present may not be used as a vote for or against any such amendment and may not be used for the purposes of creating a quorum at such meeting of the Unit Owners. Except as provided herein, such approvals must be by not less than sixty-seven percent (67%) of the votes of the entire Unit Owners of the Association.

17.4 Proviso.

Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Unit Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all Institutional Mortgagees on such Unit shall join in the execution of the amendment. Any vote to amend the Declaration of Condominium relating to a change in the fractional share of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Neither shall an amendment make any change in the Section entitled "Insurance" nor in the Section entitled "Reconstruction or Repair After Casualty" unless fifty-one percent (51%) of the Eligible Institutional Mortgagees (as hereafter defined) of any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

17.5 Execution and Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

17.6 Stormwater Management System.

Any amendment of this Declaration which alters or affects the Stormwater Management System, including the water management portions of the Common Elements, beyond maintenance in its original condition, must have the prior written approval of the SJRWMD.

17.7 Subsequent Phases.

Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend this Declaration without the consent of any Owner, Mortgagee, (except any Mortgagee holding a mortgage on the Subsequent Phase Land) the Association, or any other person or entity for the purpose of subjecting any or all of the Subsequent Phase Land to the Declaration. Until such time as Developer conveys a Unit in a Subsequent Phase to a Owner, Developer reserves the right to amend the Amendment adding such Phase, terminate the Amendment as to such Phase, and to later add such Phase by another Amendment, all of which actions shall not require the consent of any Owner, Mortgagee, the Association, or any other person or entity.

17.8 Scrivener's Errors.

Prior to the transfer of control of the Association, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Unit Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the right of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed Institutional Mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the transfer of control of the Association, amendments for the correction of scrivener's errors or other nonmaterial changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or the Institutional Mortgagees.

ARTICLE 18
TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

18.1 Destruction.

If it is determined as provided herein that all the Buildings shall not be reconstructed because of major damage or taking by condemnation or deed in lieu thereof, the Condominium plan of ownership shall be terminated by the agreement of Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Institutional Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Institutional Mortgagees. "Eligible Institutional Mortgagee" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

18.2 Agreement.

The Condominium may be terminated at any time by the approval in writing of seventy-five percent (75%) of record Owners of Units and Eligible Institutional Mortgagees. The Board shall notify the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division") before taking any action to terminate the Condominium. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Unit Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of seventy-five percent (75%) of the Eligible Institutional Mortgagees, are obtained at the meeting or within thirty (30) days thereafter, then the approving Unit Owners shall have an option to buy all of the Units of the Unit Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The Option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Unit Owner and shall require the purchase of all Units owned by Unit Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

18.3 Certificate.

Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

18.4 Shares of Unit Owners after Termination.

After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owners' Units prior to the termination.

ARTICLE 19
SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any Section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

ARTICLE 20
RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

ARTICLE 21
JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

ARTICLE 22
ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated. The terms and conditions of this Declaration may be enforced by the Developer, the Association, and any Unit Owner.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests or invitees) right to use the recreational facilities for so long as the violation continues and to levy reasonable fines against a Unit for the failure of the Owner of the Unit, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Association shall notify the Owner or occupant of the violation(s) and of the right to have a hearing before a committee of other Unit Owners concerning the levying of the fine. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. The committee shall be appointed by the Board of Directors and shall be composed of three (3) Unit Owners who are not officers, directors or employees of the Association. If the Unit Owner or occupant notified of the violation(s) fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violation(s), the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) At any hearing, the committee shall be presented with the violation(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty-one (21) days after the date of the hearing.

(c) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the applicable Unit of up to One Hundred Dollars ($100.00) per violation, on the basis of each day of a continuing violation, up to a total maximum fine of One Thousand Dollars ($1,000.00). The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(e) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

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

(g) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Unit Assessment on the Unit; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

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

ARTICLE 23
PARTITION

The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units. Shares in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

ARTICLE 24
LIMITATION OF LIABILITY

24.1 Unit Owner Liability.

The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the Bylaws.

A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his or her pro rata share of that liability in the same fractional share as his interest in the Common Elements, and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

24.2 Association Liability.

Notwithstanding anything contained in this Declaration, the Articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association ("Property Documents"), neither the Developer nor the Association will be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, licensees, agents, servants, contractors or subcontractors, nor for any property of such persons. At the time of the recording of this Declaration, there is an unstaffed vehicular access gate at the entrance to the Condominium Property, which is intended to limit vehicular access to the Condominium Property, subject to the Developer's rights to access the Condominium Property as set forth in Sections 4.4, 4.5 and 4.8. The gate is not intended to be a security gate or to protect a Unit Owner's person or property from the acts of third parties, and the Developer shall not be liable for any breaches of the gate, or whether or not the gate properly operates.

(a) It is the express intent of the Property Documents that the various provisions of the Property Documents which are enforceable by the Association and which govern or regulate the use

of Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Developer nor the Association is empowered to enforce or ensure compliance with the laws of the United States, the State of Florida or the County or any other jurisdiction or to prevent tortious activities by Unit Owners or third parties.

(c) The provisions of the Property Documents setting forth the uses of the Condominium Property that relate to health, safety or welfare will be interpreted as limitations on the uses of such funds and not as creating a duty of the Association or the Developer to protect or further the safety or welfare of the persons even if such funds are used for such purposes.

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

24.3 Legal Action Against the Association.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene in and defend any action arising therefrom.

24.4 Unit Owner Covenant.

Each Unit Owner, his heirs, successors and assigns, by virtue of his or her acceptance of title, and each other person or entity having an interest or lien upon, or making the use of, any portion of the Condominium Property, by virtue of accepting such interest or lien or by making use thereof, will be bound by this Section and will be deemed to have automatically waived any and all rights, claims, demands or causes of action against the Association or the Developer arising from or connected with any matter for which the liability of the Association or the Developer has been disclaimed in this Section.

24.5 Noise Disclaimer.

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

ARTICLE 25
REQUIREMENT OF FNMA, FHLMC, VA AND HUD

25.1 Requirement of FNMA, FHLMC, VA and HUD.

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U. S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

(a) Any first Institutional Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Institutional Mortgagee, except as required by Florida Statute.

(b) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Element of the Condominium, unless at least fifty-one percent (51%) of the Eligible Institutional Mortgagees (based on one vote for each first mortgage owned), and by Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Association shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium;

(ii) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;

(iii) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for more than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;

(vi) Change the voting rights appertaining to any Unit; and

(vii) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of Institutional Mortgagees.

Notwithstanding the foregoing, if an Institutional Mortgagee fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

(c) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Unit as a whole.

(d) For so long as the Developer controls the Association, and provided that the Federal Housing Administration or Veteran's Administration has guaranteed of a mortgage on a Unit, annexation of additional properties, amendment of Declaration, or dedication of the Common Elements shall require the approval of HUD or VA, which approval shall not be unreasonably withheld.

(e) Upon written request, the Association shall furnish the following notices to the Institutional Mortgagee of any Unit in the Condominium:

(i) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable Unit.

(ii) Notice of any delinquency and the payment of the Assessments or charges more than sixty (60) days past due as to the applicable Unit.

(iii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(iv) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

ARTICLE 26
MERGER AND CONSOLIDATION

As provided by Section 718.110(7), Florida Statutes this Condominium shall be entitled to merge or consolidate with any other condominium. The Board shall notify the Division before taking any action to merge or consolidate the Condominium. Said merger or consolidation shall allow the operation of the period though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Sections 718.116 and 718.302, Florida Statutes. Such merger or consolidation shall be complete upon compliance with Section 718.110(7), Florida Statutes and may be subject to the approval of VA/FHA.

[Remainder of this page intentionally left blank]

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

Signed and sealed in the presence of:

Bill Genovese
[Print or Type Name]

Stephen Ledbetter
[Print or Type Name]

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Christine Braun
Its: Attorney In Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Christine Braun as Attorney in Fact of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is [+] personally known to me or [ ] has provided _____ as identification.

{Notary Seal must be affixed}

(Signature of Notary)
LINDA A. SCHAEDEL
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: June 25, 2009
Commission No.: DD-437799

Linda A. Schaedel
Commission # DD437799
Expires June 25, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

2621008_v8
Last Revised: ~~4/8/2005~~ 10/24/2005
10/28/2005 4:09:30 PM
JS

CONSENT OF ASSOCIATION

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

The undersigned sets its hand and seal this 20th day of October 2005.

TWINLEAF CONDOMINIUM ASSOCIATION INC., a Florida not-for-profit corporation

By: Bill Genovese
Bill Genovese
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Bill Genovese, as the President of Twinleaf Condominium Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who ✓ is personally known to me or ___ has provided _____ as identification.

{Notary Seal must be affixed}

Linda A. Schaedel
(Signature of Notary)
LINDA A. SCHAEDEL
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: June 25 2009
Commission No.: DD-437799

Linda A. Schaedel
Commission # DD437799
Expires June 25, 2009

2621008_v8

EXHIBIT A

Legal Description - Phase 1
(including Plot Plan, Building and Unit Depictions)

The legal description of Phase 1 of Twinleaf at Bartram Park Condominium is as follows:

TWINLEAF at BARTRAM PARK CONDOMINIUM

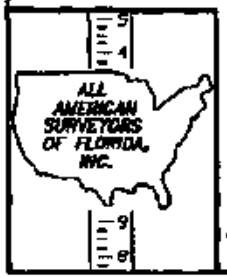
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 25
PHASE 1

APRIL 01, 2005

BUILDING AREA NO. 25
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances: Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 68°00'00" East, a distance of 170.00 feet; thence South 59°08'51" East, a distance of 34.44 feet; thence South 62°00'00" East, a distance of 170.00 feet; thence South 66°12'00" East, a distance of 32.17 feet; thence South 49°00'00" East, a distance of 170.00 feet; thence South 49°16'45" East, a distance of 75.15 feet; thence South 80°00'00" East, a distance of 136.00 feet; thence South 47°52'57" East, a distance of 36.49 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 27°30'00" East, a distance of 70.00 feet; thence South 62°30'00" East, a distance of 170.00 feet; thence South 27°30'00" West, a distance of 70.00 feet; thence North 62°30'00" West, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/378-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 810

The foregoing described property is subject to the following:

1. Taxes and assessments for the year 2005 and subsequent years.

2. Declaration of Covenants, Conditions and Restrictions dated April 27, 2001 and recorded on May 4, 2001 at Official Records Book 9977, page 39, as amended by that First Amendment to the Declaration of Covenants, Conditions and Restrictions dated October 31, 2001 and recorded on November 15, 2001 at Official Records Book 10227, page 892, as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions dated October 31, 2001, recorded on January 9, 2002 at Official Records Book 10305, page 1042 and as amended by that Third Amendment to the Declaration of Covenants, Conditions and Restrictions dated December 20, 2002, recorded on February 4, 2003 at Official Records Book 10900, page 944, all of the public records of Duval County, Florida; together with Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001, and recorded December 3, 2001, in Official Records Book 10247, page 1745 of the public records of Duval County and Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001 and recorded on February 21, 2002 in Official Records Book 10366, page 862 of the public records of Duval County, Florida.

3. Declaration of Covenants and Restrictions for Bartram Park recorded on May 4, 2001 in Official Records Book 9977, page 155, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Bartram Park dated October 31, 2001 and recorded on November 15, 2001 in Official Records Book 10227, page 901, as supplemented by that Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 dated December 27, 2004 and recorded on February 16, 2005 in Official Records Book 12295, page 1783, as amended by that Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 recorded on February 16, 2005 in Official Records Book 12295, page 1824, all of the public records of Duval County, Florida.

4. Declaration of Easements, Covenants, Conditions and Restrictions for Tract 1, 2, 3 and 4, Bartram Park Phase 2, made by Winslow Farms, Ltd., dated January 5, 2005 and recorded on February 16, 2005, in Official Records Book 12295, page 1843 of the public records of Duval County, Florida.

5. Rights of the City of Jacksonville, Florida and/or the Jacksonville Electric Authority, together with a right of access, under Order of Taking entered by the Circuit Court of the Fourth Judicial Circuit of Florida in and for Duval County, Florida, in that certain action styled City of Jacksonville, a municipal corporation, Petitioner vs. Major Realty Corporation, a Delaware corporation, et al., Defendants, being Law No. 64-780-L, on March 30, 1964, and recorded on March 30, 1964, in Official Records Book 2144, at page 491 of the public records of Duval County, Florida.

6. Rights of Major Realty Corporation, together with a right of access, under the following:

(a) Warranty Deed given by Atlantic Holding Corporation to Major Realty Corporation dated March 10, 1960 and recorded on March 14, 1960, in Official Records Book 980, at page 429 of the public records of Duval County, Florida.

(b) Warranty Deed given by Atlantic Holding Corporation to Major Realty Corporation, dated September 9, 1960 and recorded on October 21, 1960, in Official Records Book 1122, at page 439 of the public records of Duval County, Florida; and

(c) Warranty Deed given by Edward P. Rose and Fayne B. Rose to Major Realty Corporation dated November 8, 1960 and on recorded November 30, 1960, in Official Records Book 1150, page 265 of the public records of Duval County.

in and to the land described in Order of Taking entered by the Circuit Court of the Fourth Judicial Circuit of Florida in and for Duval County, Florida, in that certain action styled City of Jacksonville, a municipal corporation, Petitioner vs. Major Realty Corporation, a Delaware corporation, et al., Defendants, being Law No. 64-780-L, on March 30, 1964, and recorded March 30, 1964, in Official Records Book 2144, page 491 of the public records of Duval County, Florida.

7. Unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Park, Ltd., Landmar Group LLC and Flagler Development Company dated April 17, 2001, as amended by unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Investments, LLC and Winslow Farms, Ltd., dated June 7, 2002.

8. Grant of Easement (Limited Partnership) given by Winslow Farms, Ltd., to JEA dated March 4, 2004 and recorded on May 26, 2004, in Official Records Book 11827, page 1510 of the public records of Duval County, Florida and Consent and Joinder of Mortgage given by BankAtlantic dated July 25, 2003 and recorded on July 29, 2003, in Official Records Book 11250, page 222 of the public records of Duval County, Florida.

9. Matters shown on survey prepared by Clary and Associates, Inc., under File No. T4S-602, dated April 12, 2004, and last amended on December 16, 2004.

Attached hereto is the plot plan of the Condominium Property, depicting Phase 1.

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

CERTIFICATION

APRIL 01, 2005

CERTIFICATION

This is to certify that, in accordance with the provisions of Section 718.104 (4) (e), Florida Statutes, that the construction of the improvements described is substantially complete so that the material, together with the provisions of the Declaration of Condominium of TWINLEAF at BARTRAM PARK CONDOMINIUM, describing the condominium property is an accurate representation of the location and dimensions of the improvements, and further that the identification, location and dimensions of the common elements and that each unit can be determined from these materials.

Signed this____day of_____ A.D. 200__.

_____

ALL AMERICAN SURVEYORS OF FLORIDA INC.
JAMES D. HARRISON, JR. PLS
REGISTERED LAND SURVEYOR No. 2647
STATE OF FLORIDA

ALL AMERICAN SURVEYORS OF FLORIDA INC.

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8320 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

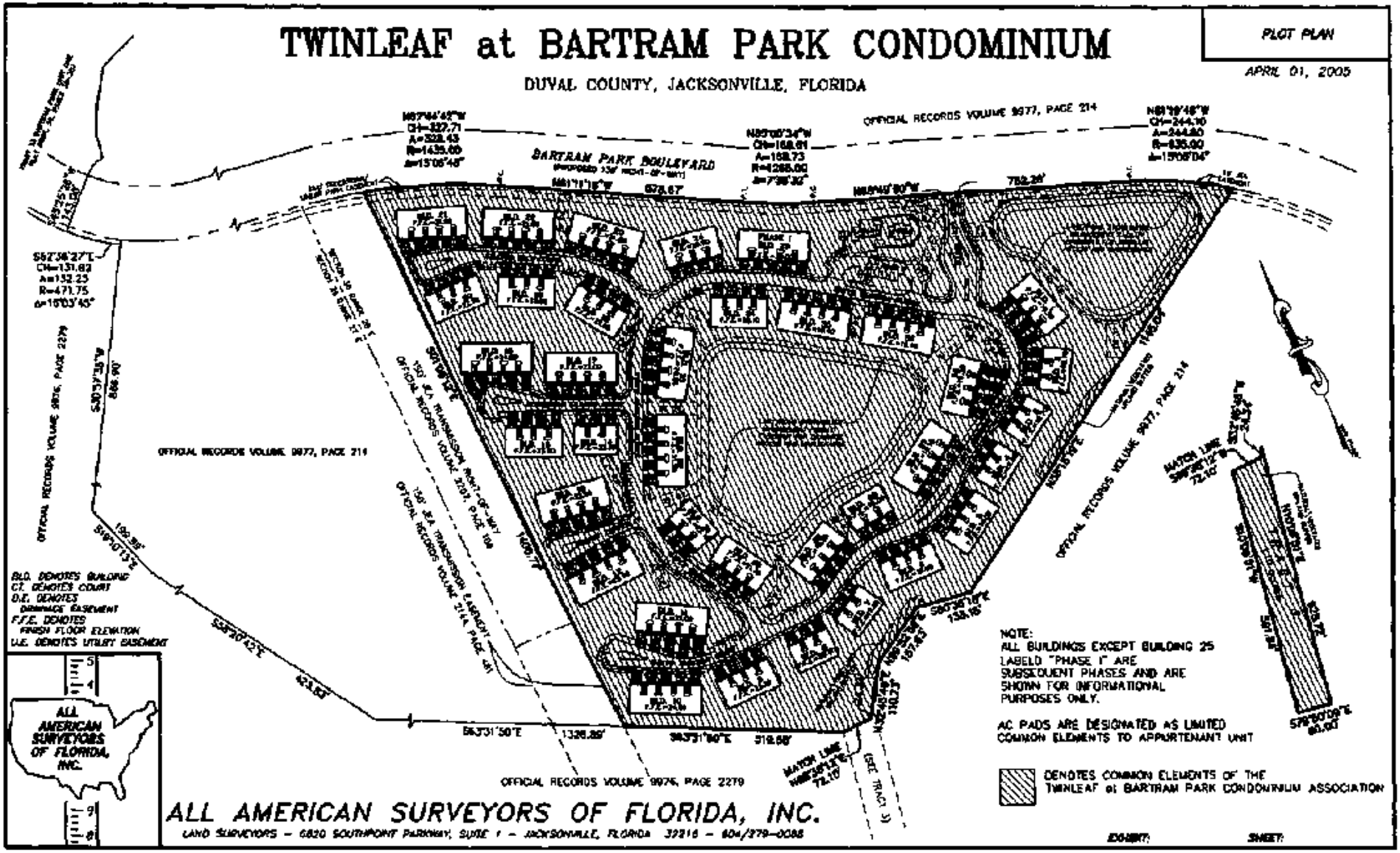
OR BK 12845 PAGE 813

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

PLOT PLAN

APRIL 01, 2005



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 6620 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/279-0088

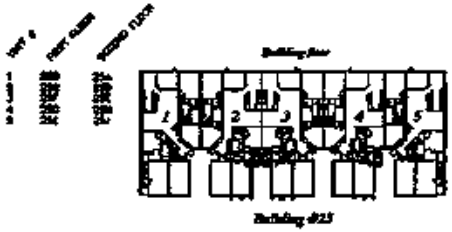
EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

APRIL 07, 2005





GRAPHIC SCALE

(IN FEET)

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 8825 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/379-0288

OR BK 12845 PAGE 815

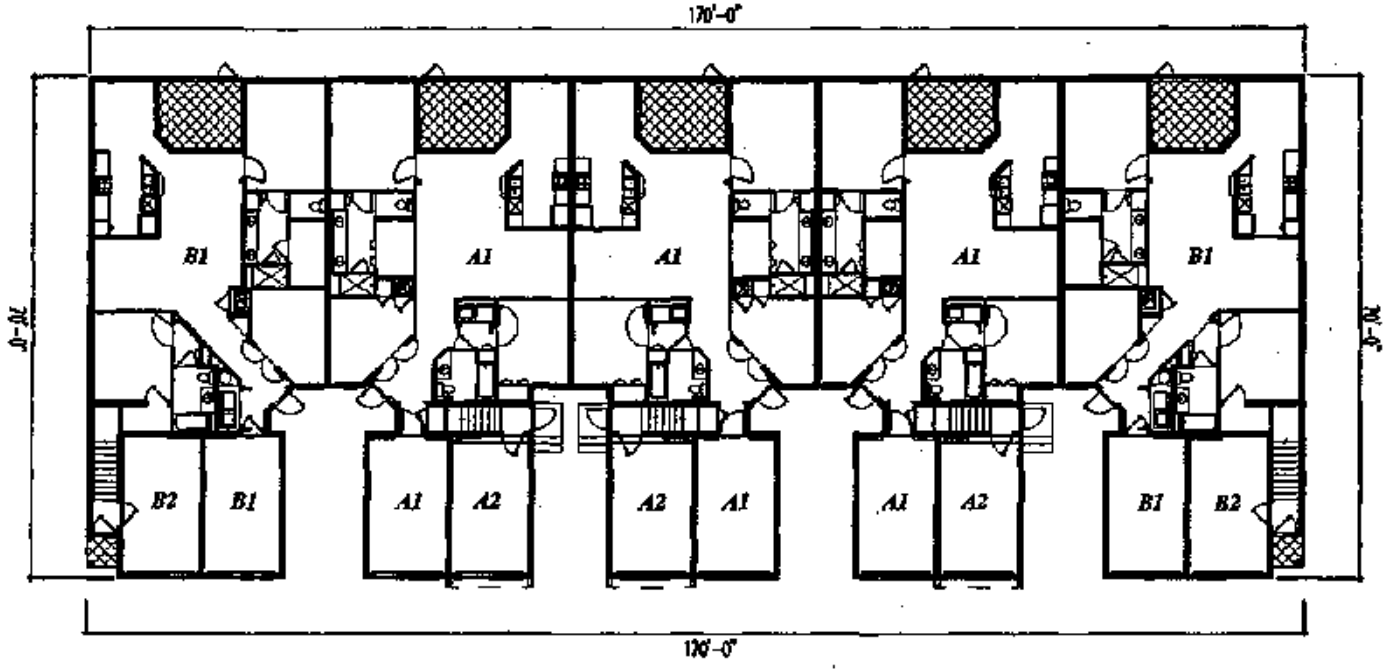
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

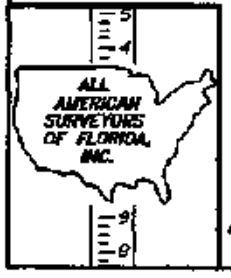
BUILDING PLAN
1st FLOOR

APRIL 01, 2005

BUILDING REAR



10-Unit Building - First Floor



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

DENOTES LIMITED COMMON ELEMENTS

20 0 10 20

SCALE: 1 inch = 20 ft.

EXHIBIT: SHEET:

OR BK 12845 PAGE 816

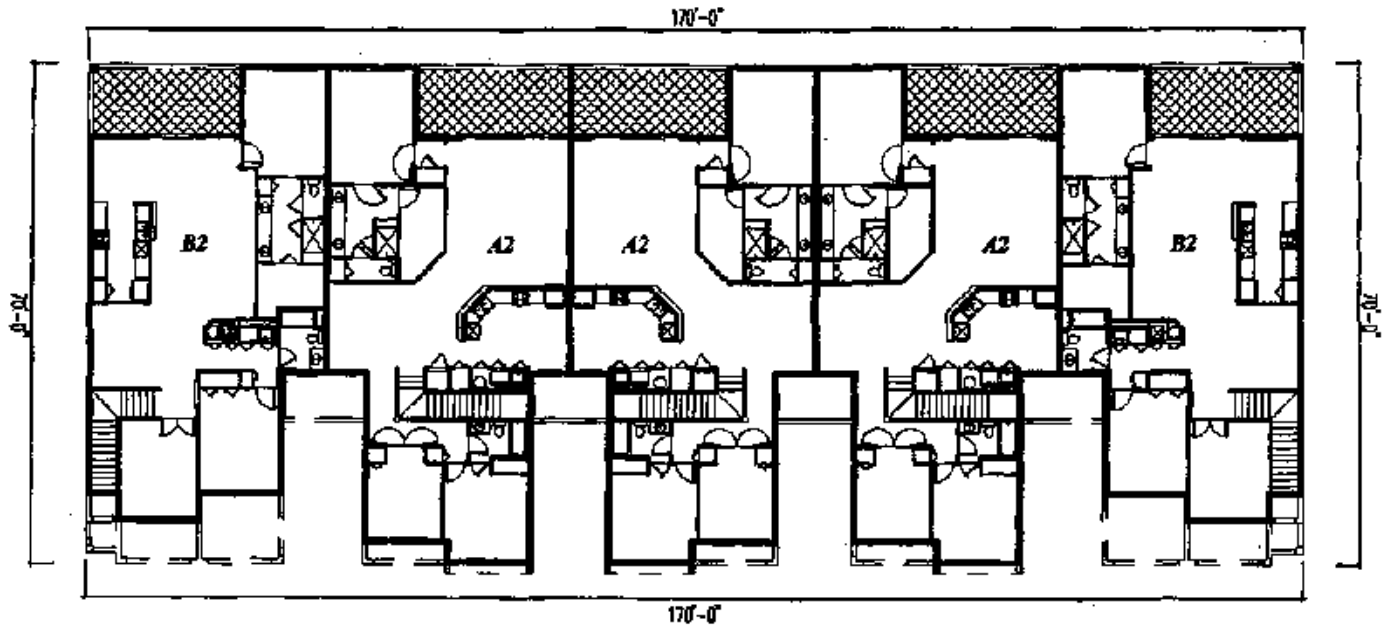
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

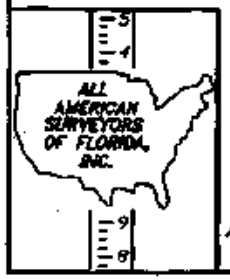
BUILDING PLAN
2nd FLOOR

APRIL 01, 2005

BUILDING REAR



10-Unit Building - Second Floor



20 0 10 20

SCALE: 1 inch = 20 ft.

DENOTES LIMITED COMMON ELEMENTS

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

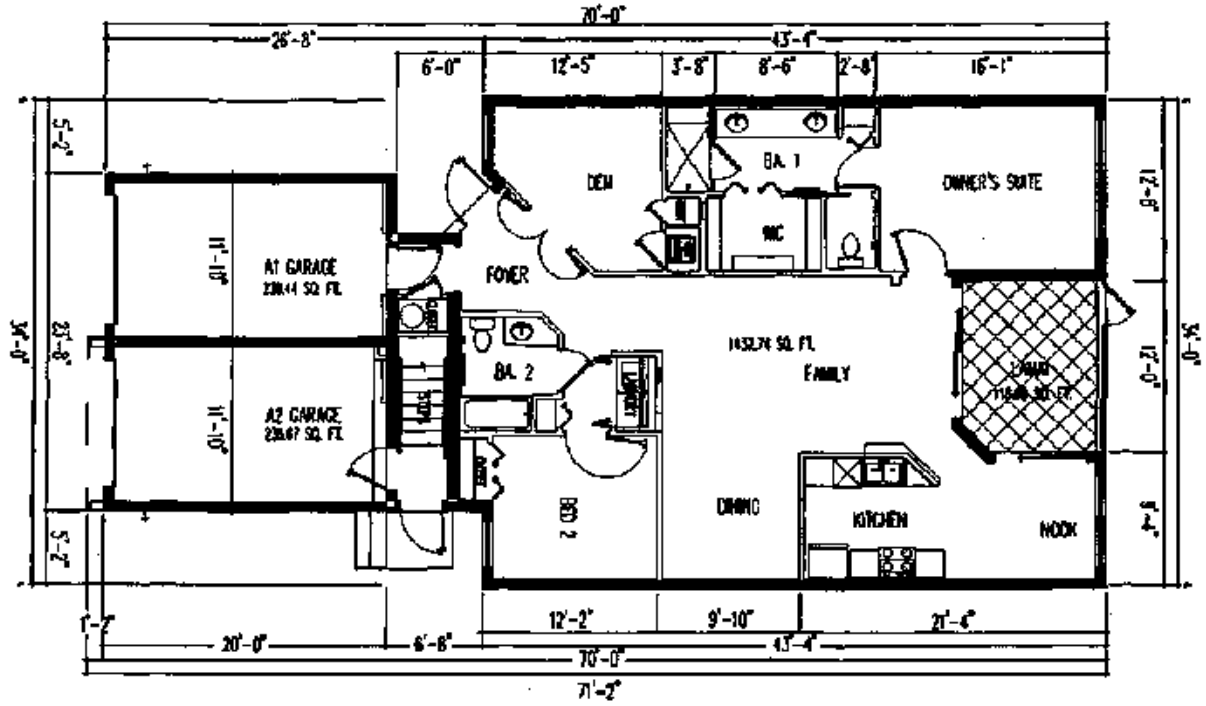
OR BK 12645 PAGE 817

TWINLEAF at BARTRAM PARK CONDOMINIUM

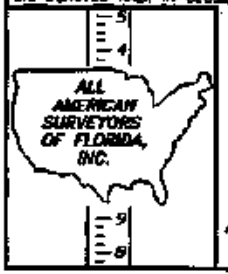
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT - A1

APRIL 01, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

10 0 5 10

1 inch = 10 ft.

1st FLOOR - INTERIOR UNIT
UNIT A1 - "HERON"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,438 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/278-0088

EXHIBIT: SHEET:

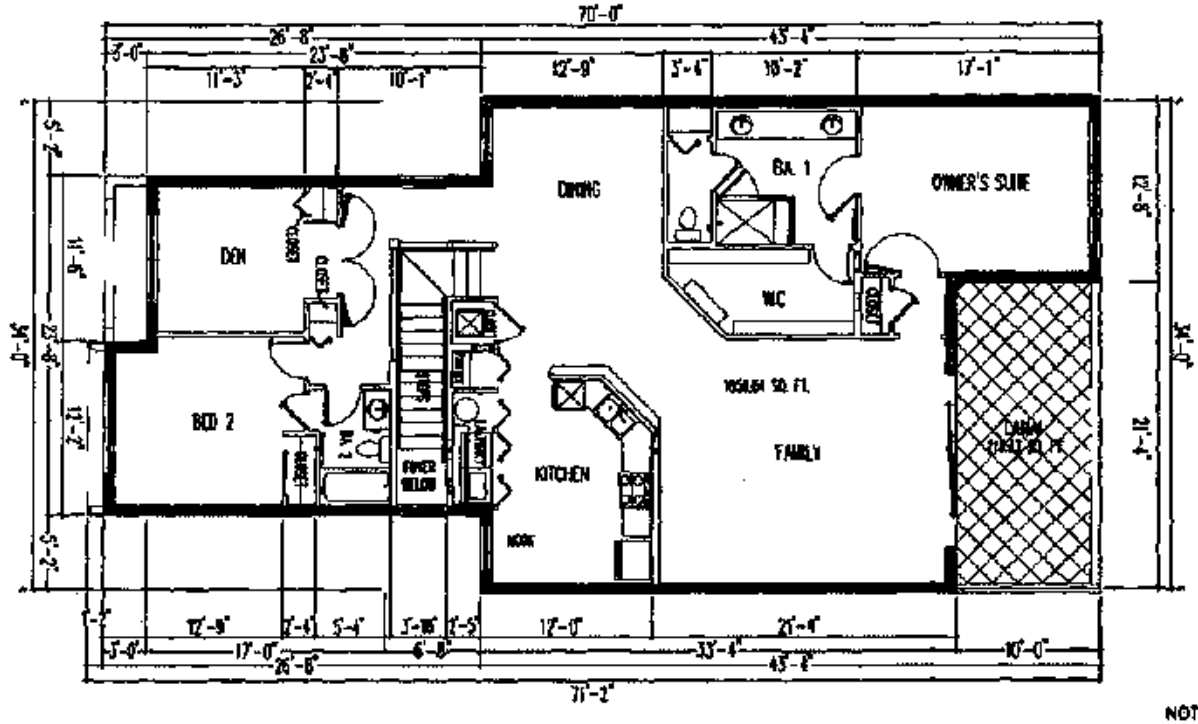
OR BK 12845 PAGE 818

TWINLEAF at BARTRAM PARK CONDOMINIUM

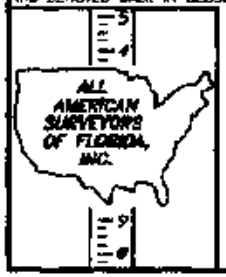
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT – A2

JANUARY 05, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

10 0 5 10

1 inch = 10 ft.

2nd FLOOR – INTERIOR UNIT
UNIT A2 – "COMORANT"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,857 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 8930 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/279-0880

EXHIBIT: SHEET:

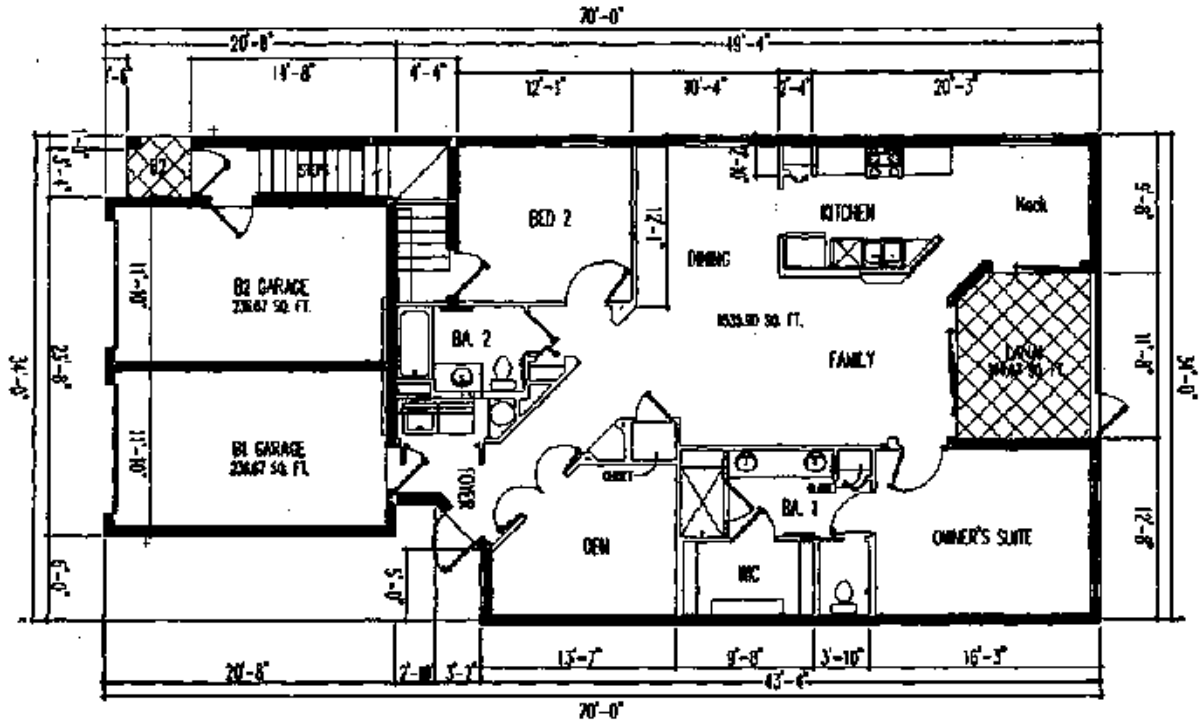
OR BK 12845 PAGE 819

TWINLEAF at BARTRAM PARK CONDOMINIUM

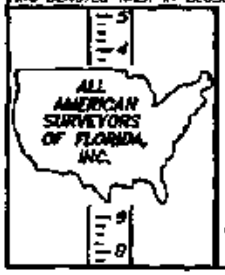
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT - B1

JANUARY 05, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

10 0 5 10

1 inch = 10 ft.

1st FLOOR - END UNIT
UNIT B1 - "EGRET"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,536 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT SHEET

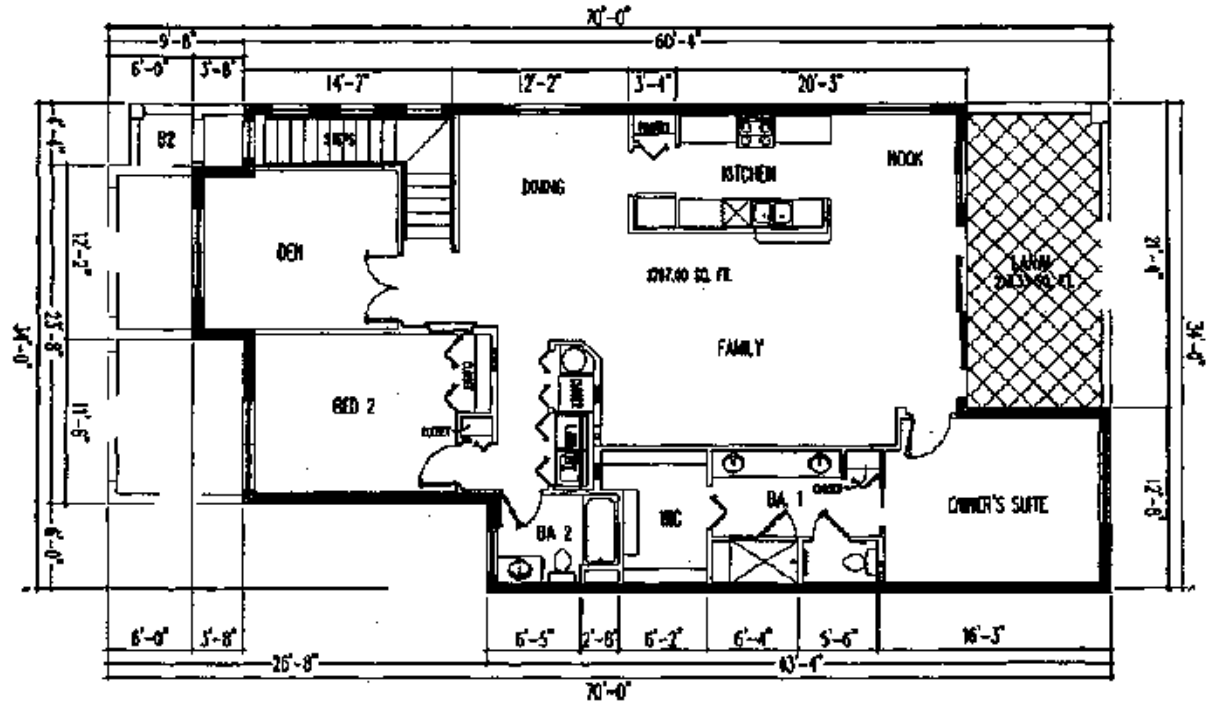
OR BK 12845 PAGE 820

TWINLEAF at BARTRAM PARK CONDOMINIUM

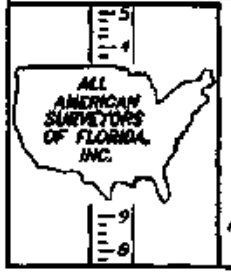
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT - B2

APRIL 01, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

1 inch = 10 ft.

2nd FLOOR - END UNIT
UNIT B2 - "SPOONBILL"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,797 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8320 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 821

EXHIBIT A-1

Legal Description of Subsequent Phases
(including Plot Plan, Building and Unit Depictions)

The legal description of Phase 2 through Phase 36 of Twinleaf at Bartram Park Condominium is as follows:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 1
PHASE 2
APRIL 01, 2005

BUILDING AREA NO. 1
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Four (4) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County; Course No. 4: thence continue South 63°31'50" East, 519.58 feet; thence North 88°38'12" East, 72.10 feet; thence North 32°45'49" East, 24.34 feet to said Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records; thence Northeasterly and Southeasterly along last said line run the following Three (3) courses and distances; Course No. 1: North 32°45'49" East, 110.73 feet; Course No. 2: North 59°52'58" East, 157.63 feet; Course No. 3: South 80°36'18" East, 133.15 feet; thence North 58°15'19" East, continuing along last said line and the Northeasterly prolongation thereof, a distance of 234.76 feet; thence, departing said line, North 31°44'41" West, a distance of 67.21 feet; thence North 34°00'00" West, a distance of 70.00 feet; thence North 56°00'00" East, a distance of 102.00 feet; thence North 58°22'37" East, a distance of 31.05 feet; thence North 58°30'00" East, a distance of 102.00 feet; thence North 87°09'03" East, a distance of 28.94 feet; thence North 33°00'00" East, a distance of 102.00 feet; thence North 33°44'55" East, a distance of 25.04 feet to the Point Of Beginning; from the Point of Beginning thus described thence North 15°00'00" West, a distance of 136.00 feet; thence North 75°00'00" East, a distance of 70.00 feet; thence South 15°00'00" East, a distance of 136.00 feet; thence South 75°00'00" West, a distance of 70.00 feet to the Point Of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT SHEET

OR BK 12845 PAGE 823

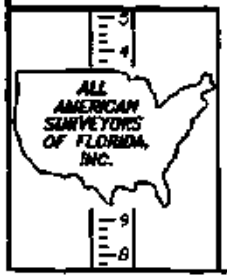
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 38
PHASE 3
APRIL 01, 2005

BUILDING AREA NO. 38
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Four (4) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County; Course No. 4: thence continue South 63°31'50" East, 519.58 feet; thence North 88°38'12" East, 72.10 feet; thence North 32°45'49" East, 24.34 feet to said Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records; thence Northeasterly and Southeasterly along last said line run the following Three (3) courses and distances; Course No. 1: North 32°45'49" East, 110.73 feet; Course No. 2: North 59°52'58" East, 157.63 feet; Course No. 3: South 80°36'18" East, 133.15 feet; thence North 58°15'19" East, continuing along last said line and the Northeasterly prolongation thereof, a distance of 234.76 feet; thence, departing said line, North 31°44'41" West, a distance of 67.21 feet; thence North 34°00'00" West, a distance of 70.00 feet; thence North 18°39'16" East, a distance of 145.31 feet; thence North 51°00'00" West, a distance of 70.00 feet; thence North 39°00'00" East, a distance of 136.00 feet; thence North 05°57'51" West, a distance of 77.28 feet to the Point Of Beginning; from the Point of Beginning thus described thence South 35°00'00" West, a distance of 70.00 feet; thence North 55°00'00" West, a distance of 170.00 feet; thence North 35°00'00" East, a distance of 70.00 feet; thence South 55°00'00" East, a distance of 170.00 feet to the Point Of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8870 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

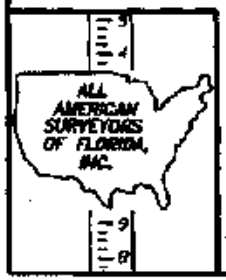
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 26
PHASE 4
APRIL 01, 2005

BUILDING AREA NO. 26
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Four (4) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County; Course No. 4: thence continue South 63°31'50" East, 519.58 feet; thence North 88°38'12" East, 72.10 feet; thence North 32°45'49" East, 24.34 feet to said Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records; thence Northeasterly and Southeasterly along last said line run the following Three (3) courses and distances; Course No. 1: North 32°45'49" East, 110.73 feet; Course No. 2: North 59°52'58" East, 157.63 feet; Course No. 3: South 80°36'18" East, 133.15 feet; thence North 58°15'19" East, continuing along last said line and the Northeasterly prolongation thereof, a distance of 234.76 feet; thence, departing said line, North 31°44'41" West, a distance of 67.21 feet; thence North 34°00'00" West, a distance of 70.00 feet; thence North 18°39'16" East, a distance of 145.31 feet to the Point Of Beginning; from the Point of Beginning thus described thence North 51°00'00" West, a distance of 70.00 feet; thence North 39°00'00" East, a distance of 136.00 feet; thence South 51°00'00" East, a distance of 70.00 feet; thence South 39°00'00" West, a distance of 136.00 feet to the Point Of Beginning. Containing 9,520 square feet, more or less.



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

EXHIBIT: SHEET:

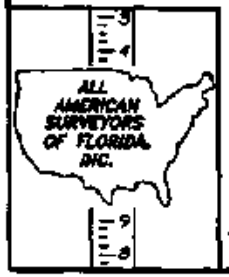
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 2
PHASE 5
APRIL 01, 2005

BUILDING AREA NO. 2
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Four (4) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County; Course No. 4: thence continue South 63°31'50" East, 519.58 feet; thence North 88°38'12" East, 72.10 feet; thence North 32°45'49" East, 24.34 feet to said Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records; thence Northeasterly and Southeasterly along last said line run the following Three (3) courses and distances; Course No. 1: North 32°45'49" East, 110.73 feet; Course No. 2: North 59°52'58" East, 157.63 feet; Course No. 3: South 80°36'18" East, 133.15 feet; thence North 58°15'19" East, continuing along last said line and the Northeasterly prolongation thereof, a distance of 234.76 feet; thence, departing said line, North 31°44'41" West, a distance of 67.21 feet; thence North 34°00'00" West, a distance of 70.00 feet; thence North 56°00'00" East, a distance of 102.00 feet; thence North 58°22'37" East, a distance of 31.05 feet; thence North 58°30'00" East, a distance of 102.00 feet; thence North 87°09'03" East, a distance of 28.94 feet to the Point Of Beginning; from the Point of Beginning thus described thence North 33°00'00" East, a distance of 102.00 feet; thence South 57°00'00" East, a distance of 70.00 feet; thence South 33°00'00" West, a distance of 102.00 feet; thence North 57°00'00" West, a distance of 70.00 feet to the Point Of Beginning. Containing 7,140 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8860 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0868

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

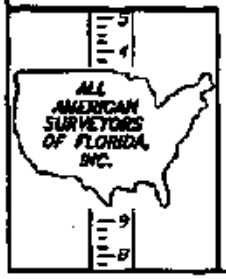
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 35
PHASE 6

APRIL 01, 2005

BUILDING AREA NO. 35
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 757.05 feet; thence, departing said line, North 88°53'48" East, a distance of 60.53 feet; thence South 65°00'00" East, a distance of 136.00 feet; thence South 77°38'40" East, a distance of 28.42 feet; thence South 65°00'00" East, a distance of 102.00 feet; thence South 79°45'39" East, a distance of 94.91 feet; thence North 23°11'17" East, a distance of 41.71 feet; thence North 33°00'00" East, a distance of 170.00 feet; thence North 82°18'20" East, a distance of 126.65 feet; thence South 64°00'00" East, a distance of 136.00 feet; thence South 59°54'36" East, a distance of 32.08 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 55°00'00" East, a distance of 170.00 feet; thence South 35°00'00" West, a distance of 70.00 feet; thence North 55°00'00" West, a distance of 170.00 feet; thence North 35°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 827

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 3
PHASE 7
APRIL 01, 2005

BUILDING AREA NO. 3
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County, thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Four (4) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County; Course No. 4: thence continue South 63°31'50" East, 519.58 feet; thence North 88°38'12" East, 72.10 feet; thence North 32°45'49" East, 24.34 feet to said Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records; thence Northeasterly and Southeasterly along last said line run the following Three (3) courses and distances; Course No. 1: North 32°45'49" East, 110.73 feet; Course No. 2: North 59°52'58" East, 157.63 feet; Course No. 3: South 80°36'18" East, 133.15 feet; thence North 58°15'19" East, continuing along last said line and the Northeasterly prolongation thereof, a distance of 234.76 feet; thence, departing said line, North 31°44'41" West, a distance of 67.21 feet; thence North 34°00'00" West, a distance of 70.00 feet; thence North 56°00'00" East, a distance of 102.00 feet; thence North 58°22'37" East, a distance of 31.05 feet to the Point Of Beginning; from the Point of Beginning thus described thence North 58°30'00" East, a distance of 102.00 feet; thence South 31°30'00" East, a distance of 70.00 feet; thence South 58°30'00" West, a distance of 102.00 feet; thence North 31°30'00" West, a distance of 70.00 feet to the Point Of Beginning. Containing 7,140 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPORT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/779-0088

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 27
PHASE 8
APRIL 01, 2005

BUILDING AREA NO. 27
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances: Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 370.83 feet; thence, departing said line, North 88°53'48" East, a distance of 33.20 feet; thence North 88°00'00" East, a distance of 170.00 feet; thence North 77°11'46" East, a distance of 109.60 feet; thence South 16°13'57" East, a distance of 102.00 feet; thence South 31°32,00" East, a distance of 37.37 feet; thence South 30°00'00" East, a distance of 136.00 feet; thence South 73°59'26" East, a distance of 131.84 feet; thence North 83°00'00" East, a distance of 136.00 feet; thence North 78°41'21" East, a distance of 29.12 feet; thence North 84°00'00" East, a distance of 102.00 feet; thence North 82°31'29" East, a distance of 61.44 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 31°30'00" West, a distance of 70.00 feet; thence North 58°30'00" East, a distance of 170.00 feet; thence South 31°30'00" East, a distance of 70.00 feet; thence South 58°30'00" West, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0068

EXHIBIT: SHEET:

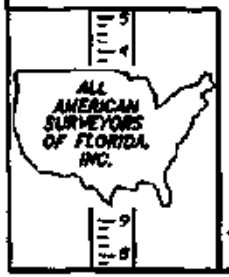
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 4
PHASE 9
APRIL 01, 2005

BUILDING AREA NO. 4
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Four (4) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County; Course No. 4: thence continue South 63°31'50" East, 519.58 feet; thence North 88°38'12" East, 72.10 feet; thence North 32°45'49" East, 24.34 feet to said Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records; thence Northeasterly and Southeasterly along last said line run the following Three (3) courses and distances; Course No. 1: North 32°45'49" East, 110.73 feet; Course No. 2: North 59°52'58" East, 157.63 feet; Course No. 3: South 80°36'18" East, 133.15 feet; thence North 58°15'19" East, continuing along last said line and the Northeasterly prolongation thereof, a distance of 234.76 feet; thence, departing said line, North 31°44'41" West, a distance of 67.21 feet to the Point Of Beginning; from the Point of Beginning thus described thence North 34°00'00" West, a distance of 70.00 feet; thence North 56°00'00" East, a distance of 102.00 feet; thence South 34°00'00" East, a distance of 70.00 feet; thence South 56°00'00" West, a distance of 102.00 feet to the Point Of Beginning. Containing 7,140 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8920 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

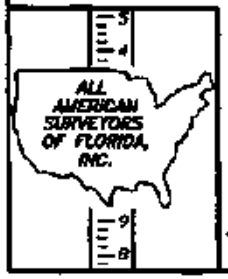
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 5
PHASE 10

APRIL 01, 2005

BUILDING AREA NO. 5
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet; thence South 64°00'00" East, a distance of 170.00 feet; thence South 75°51'12" East, a distance of 34.14 feet; thence South 90°00'00" East, a distance of 136.00 feet; thence North 84°48'48" East, a distance of 55.31 feet; thence South 90°00'00" East, a distance of 102.00 feet; thence North 70°32'21" East, a distance of 26.62 feet; thence North 60°00'00" East, a distance of 102.00 feet; thence North 67°18'11" East, a distance of 68.33 feet; thence South 88°00'00" East, a distance of 136.00 feet; thence South 81°03'45" East, a distance of 29.63 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 58°30'00" East, a distance of 136.00 feet; thence South 31°30'00" East, a distance of 70.00 feet; thence South 58°30'00" West, a distance of 136.00 feet; thence North 31°30'00" West, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0068

EXHIBIT: SHEET:

OR BK 12845 PAGE 831

TWINLEAF at BARTRAM PARK CONDOMINIUM

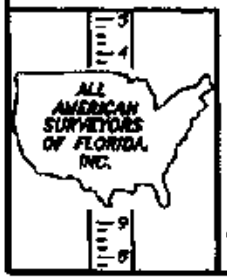
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 28
PHASE 11

APRIL 01, 2005

BUILDING AREA NO. 28
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 370.83 feet; thence, departing said line, North 88°53'48" East, a distance of 33.20 feet; thence North 88°00'00" East, a distance of 170.00 feet; thence North 77°11'46" East, a distance of 109.60 feet; thence South 16°13'57" East, a distance of 102.00 feet; thence South 31°32,00" East, a distance of 37.37 feet; thence South 30°00'00" East, a distance of 136.00 feet; thence South 73°59'26" East, a distance of 131.64 feet; thence North 63°00'00" East, a distance of 136.00 feet; thence North 78°41'21" East, a distance of 29.12 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 06°00'00" West, a distance of 70.00 feet; thence North 84°00'00" East, a distance of 102.00 feet; thence South 06°00'00" East, a distance of 70.00 feet; thence South 84°00'00" West, a distance of 102.00 feet to the Point of Beginning. Containing 7,140 square feet, more or less.



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

EXHIBIT: SHEET:

OR BK 12045 PAGE 832

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 6
PHASE 12

APRIL 01, 2005

BUILDING AREA NO. 6
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°08'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet; thence South 84°00'00" East, a distance of 170.00 feet; thence South 75°51'12" East, a distance of 34.14 feet; thence South 90°00'00" East, a distance of 136.00 feet; thence North 84°48'48" East, a distance of 55.31 feet; thence South 90°00'00" East, a distance of 102.00 feet; thence North 70°32'21" East, a distance of 26.62 feet; thence North 60°00'00" East, a distance of 102.00 feet; thence North 67°18'11" East, a distance of 66.33 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 88°00'00" East, a distance of 136.00 feet; thence South 02°00'00" West, a distance of 70.00 feet; thence North 88°00'00" West, a distance of 136.00 feet; thence North 02°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

SHEET:

OR BK 12845 PAGE 833

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 7
PHASE 13

APRIL 01, 2005

BUILDING AREA NO. 7
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances: Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet; thence South 64°00'00" East, a distance of 170.00 feet; thence South 75°51'12" East, a distance of 34.14 feet; thence South 90°00'00" East, a distance of 136.00 feet; thence North 84°48'48" East, a distance of 55.31 feet; thence South 90°00'00" East, a distance of 102.00 feet; thence North 70°32'21" East, a distance of 26.62 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 60°00'00" East, a distance of 102.00 feet; thence South 30°00'00" East, a distance of 70.00 feet; thence South 60°00'00" West, a distance of 102.00 feet; thence North 30°00'00" West, a distance of 70.00 feet to the Point of Beginning. Containing 7,140 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 834

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 29
PHASE 14
APRIL 01, 2005

BUILDING AREA NO. 29
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1; South 19°10'13" East, 199.99 feet; Course No. 2; South 58°20'42" East, 423.83 feet; Course No. 3; South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 370.83 feet; thence, departing said line, North 88°53'48" East, a distance of 33.20 feet; thence North 88°00'00" East, a distance of 170.00 feet; thence North 77°11'46" East, a distance of 109.60 feet; thence South 16°13'57" East, a distance of 102.00 feet; thence South 31°32,00" East, a distance of 37.37 feet; thence South 30°00'00" East, a distance of 136.00 feet; thence South 73°59'26" East, a distance of 131.64 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 27°00'00" West, a distance of 70.00 feet; thence North 63°00'00" East, a distance of 136.00 feet; thence South 27°00'00" East, a distance of 70.00 feet; thence South 63°00'00" West, a distance of 136.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

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

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

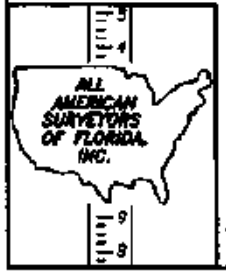
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. B
PHASE 1S

APRIL 01, 2005

BUILDING AREA NO. B
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet; thence South 84°00'00" East, a distance of 170.00 feet; thence South 75°51'12" East, a distance of 34.14 feet; thence South 90°00'00" East, a distance of 136.00 feet; thence North 84°48'48" East, a distance of 55.31 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 90°00'00" East, a distance of 102.00 feet; thence South 00°00'00" West, a distance of 70.00 feet; thence North 90°00'00" West, a distance of 102.00 feet; thence North 00°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 7,140 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8810 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 836

TWINLEAF at BARTRAM PARK CONDOMINIUM

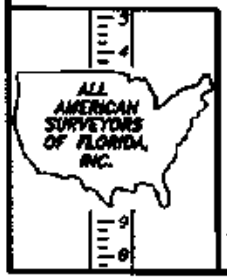
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 10
PHASE 1B

APRIL 01, 2005

BUILDING AREA NO. 10
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 64°00'00" East, a distance of 170.00 feet; thence South 26°00'00" West, a distance of 70.00 feet; thence North 64°00'00" West, a distance of 170.00 feet; thence North 26°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 4820 SOUTHPORT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12045 PAGE 837

TWINLEAF at BARTRAM PARK CONDOMINIUM

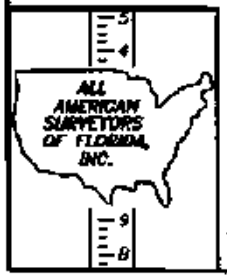
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 11
PHASE 17

APRIL 01, 2005

BUILDING AREA NO. 11
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 55, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet; thence North 30°07'34" East, a distance of 126.11 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 30°00'00" East, a distance of 70.00 feet; thence South 60°00'00" East, a distance of 170.00 feet; thence South 30°00'00" West, a distance of 70.00 feet; thence North 60°00'00" West, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6870 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 838

TWINLEAF at BARTRAM PARK CONDOMINIUM

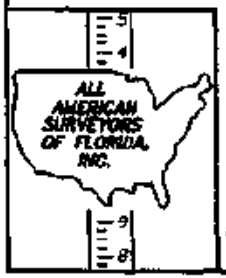
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 9
PHASE 1B

APRIL 01, 2005

BUILDING AREA NO. 9
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°05'12" West along said East line, a distance of 83.90 feet; thence, departing said line, North 88°53'48" East, a distance of 56.26 feet; thence South 64°00'00" East, a distance of 170.00 feet; thence South 75°51'12" East, a distance of 34.14 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 90°00'00" East, a distance of 136.00 feet; thence South 00°00'00" West, a distance of 70.00 feet; thence North 90°00'00" West, a distance of 136.00 feet; thence North 00°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 30
PHASE 1B

APRIL 01, 2005

BUILDING AREA NO. 30
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 865.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 370.83 feet; thence, departing said line, North 88°53'48" East, a distance of 33.20 feet; thence North 88°00'00" East, a distance of 170.00 feet; thence North 77°11'46" East, a distance of 109.60 feet; thence South 16°13'57" East, a distance of 102.00 feet; thence South 31°32.00" East, a distance of 37.37 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 60°00'00" East, a distance of 70.00 feet; thence South 30°00'00" East, a distance of 136.00 feet; thence South 60°00'00" West, a distance of 70.00 feet; thence North 30°00'00" West, a distance of 136.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0068

EXHIBIT: SHEET:

OR BK 12845 PAGE 840

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 12
PHASE 20

APRIL 01, 2005

BUILDING AREA NO. 12
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.88 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 370.83 feet; thence, departing said line, North 88°53'48" East, a distance of 33.20 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 88°00'00" East, a distance of 170.00 feet; thence South 02°00'00" East, a distance of 70.00 feet; thence South 88°00'00" West, a distance of 170.00 feet; thence North 02°00'00" West, a distance of 70.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 841

TWINLEAF at BARTRAM PARK CONDOMINIUM

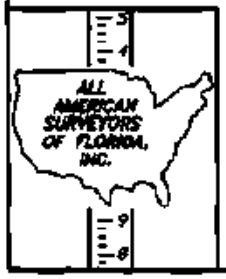
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 13
PHASE 21

APRIL 01, 2005

BUILDING AREA NO. 13
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly, Southwesterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA transmission easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 583.70 feet; thence, departing said line, North 88°53'48" East, a distance of 52.51 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 80°00'00" East, a distance of 170.00 feet; thence South 10°00'00" West, a distance of 70.00 feet; thence North 80°00'00" West, a distance of 170.00 feet; thence North 10°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8826 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0086

EXHIBIT: SHEET:

OR BK 12845 PAGE 842

TWINLEAF at BARTRAM PARK CONDOMINIUM

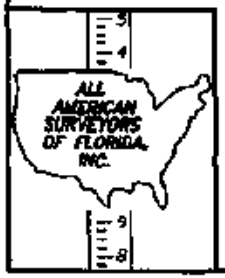
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 31
PHASE 22

APRIL 01, 2005

BUILDING AREA NO. 31
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 370.83 feet; thence, departing said line, North 88°53'48" East, a distance of 33.20 feet; thence North 88°00'00" East, a distance of 170.00 feet; thence north 77°11'46" East, a distance of 109.60 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 73°46'03" East, a distance of 70.00 feet; thence South 16°13'57" East, a distance of 102.00 feet; thence South 73°46'03" West, a distance of 70.00 feet; thence North 16°13'57" West, a distance of 102.00 feet to the Point of Beginning. Containing 7,140 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 843

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 32
PHASE 2B

APRIL 01, 2005

BUILDING AREA NO. 32
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 757.05 feet; thence, departing said line, North 88°53'48" East, a distance of 60.53 feet; thence South 65°00'00" East, a distance of 136.00 feet; thence South 77°38'40" East, a distance of 28.42 feet; thence South 65°00'00" East, a distance of 102.00 feet; thence South 79°45'39" East, a distance of 94.91 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 65°00'00" East, a distance of 70.00 feet; thence South 25°00'00" West, a distance of 170.00 feet; thence North 65°00'00" West, a distance of 70.00 feet; thence North 25°00'00" East, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8850 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/379-0058

EXHIBIT: SHEET:

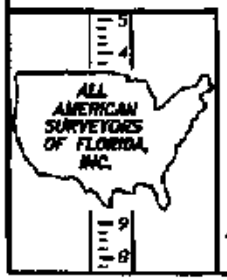
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 15
PHASE 2A
APRIL 01, 2005

BUILDING AREA NO. 15
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 757.05 feet; thence, departing said line, North 88°53'48" East, a distance of 60.53 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 65°00'00" East, a distance of 136.00 feet; thence South 25°00'00" West, a distance of 70.00 feet; thence North 65°00'00" West, a distance of 136.00 feet; thence North 25°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8320 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 16
PHASE 2B
APRIL 01, 2005

BUILDING AREA NO. 16
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'28" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 01°05'45" East, a distance of 149.82 feet; thence South 03°00'00" West, a distance of 70.00 feet; thence South 28°51'16" East, a distance of 75.98 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 65°00'00" East, a distance of 170.00 feet; thence South 25°00'00" West, a distance of 70.00 feet; thence North 65°00'00" West, a distance of 170.00 feet; thence North 25°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0068

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 14
PHASE 2B

APRIL 01, 2005

BUILDING AREA NO. 14
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 757.05 feet; thence, departing said line, North 88°53'48" East, a distance of 60.53 feet; thence South 65°00'00" East, a distance of 136.00 feet; thence South 77°38'40" East, a distance of 28.42 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 65°00'00" East, a distance of 102.00 feet; thence South 25°00'00" West, a distance of 70.00 feet; thence North 65°00'00" West, a distance of 102.00 feet; thence North 25°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 7,140 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT

SHEET:

OR BK 12845 PAGE 847

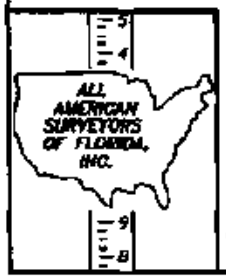
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 17
PHASE 27
APRIL 01, 2005

BUILDING AREA NO. 17
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 01°05'45" East, a distance of 149.82 feet; thence South 03°00'00" West, a distance of 70.00 feet; thence South 28°51'16" East, a distance of 75.98 feet; thence South 65°00'00" East, a distance of 170.00 feet; thence South 25°09'57" East, a distance of 39.07 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 65°00'00" East, a distance of 170.00 feet; thence South 25°00'00" West, a distance of 70.00 feet; thence North 65°00'00" West, a distance of 170.00 feet; thence North 25°00'00" East, a distance of 70.00 feet to the Point of Beginning.
Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

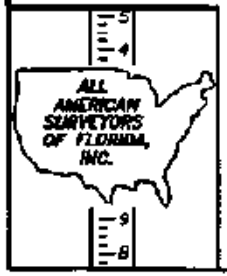
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 33
PHASE 2B

APRIL 01, 2005

BUILDING AREA NO. 33
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 757.05 feet; thence, departing said line, North 88°53'48" East, a distance of 60.53 feet; thence South 65°00'00" East, a distance of 136.00 feet; thence South 77°38'40" East, a distance of 28.42 feet; thence South 65°00'00" East, a distance of 102.00 feet; thence South 79°45'39" East, a distance of 94.91 feet; thence North 23°11'17" East, a distance of 41.71 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 33°00'00" East, a distance of 170.00 feet; thence South 57°00'00" East, a distance of 70.00 feet; thence South 33°00'00" West, a distance of 170.00 feet; thence North 57°00'00" West, a distance of 70.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT SHEET

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 24
PHASE 2B

APRIL 01, 2005

BUILDING AREA NO. 24
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 68°00'00" East, a distance of 170.00 feet; thence South 59°08'51" East, a distance of 34.44 feet; thence South 62°00'00" East, a distance of 170.00 feet; thence South 66°12'00" East, a distance of 32.17 feet; thence South 49°00'00" East, a distance of 170.00 feet; thence South 49°16'45" East, a distance of 75.15 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 10°00'00" East, a distance of 70.00 feet; thence South 80°00'00" East, a distance of 136.00 feet; thence South 10°00'00" West, a distance of 70.00 feet; thence North 80°00'00" West, a distance of 136.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 850

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 34
PHASE 30

APRIL 01, 2005

BUILDING AREA NO. 34
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 868.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 757.05 feet; thence, departing said line, North 88°53'48" East, a distance of 60.53 feet; thence South 65°00'00" East, a distance of 136.00 feet; thence South 77°38'40" East, a distance of 28.42 feet; thence South 65°00'00" East, a distance of 102.00 feet; thence South 79°45'39" East, a distance of 94.91 feet; thence North 23°11'17" East, a distance of 41.71 feet; thence North 33°00'00" East, a distance of 170.00 feet; thence North 82°18'20" East, a distance of 126.65 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 64°00'00" East, a distance of 136.00 feet; thence South 26°00'00" West, a distance of 70.00 feet; thence North 64°00'00" West, a distance of 136.00 feet; thence North 26°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0068

BOOK: SHEET:

OR BK 12845 PAGE 851

TWINLEAF at BARTRAM PARK CONDOMINIUM

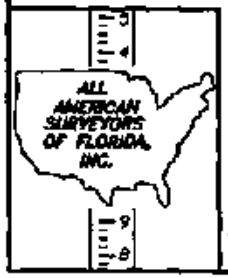
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 18
PHASE 3I

APRIL 01, 2005

BUILDING AREA NO. 18
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 01°05'45" East, a distance of 149.82 feet; thence South 87°00'00" East, a distance of 136.00 feet; thence South 61°26'03" East, a distance of 51.32 feet; thence South 62°00'00" East, a distance of 138.00 feet; thence South 52°58'30" East, a distance of 57.33 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 34°00'00" East, a distance of 136.00 feet; thence South 56°00'00" West, a distance of 70.00 feet; thence North 34°00'00" West, a distance of 136.00 feet; thence North 56°00'00" East, a distance of 70.00 feet to the Point of Beginning.
Containing 9,520 square feet, more or less.



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

EXHIBIT: SHEET:

OR BK 12845 PAGE 852

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 23
PHASE 3Z

APRIL 01, 2005

BUILDING AREA NO. 23
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 68°00'00" East, a distance of 170.00 feet; thence South 59°09'51" East, a distance of 34.44 feet; thence South 62°00'00" East, a distance of 170.00 feet; thence South 66°12'00" East, a distance of 32.17 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 41°00'00" East, a distance of 70.00 feet; thence South 49°00'00" East, a distance of 170.00 feet; thence South 41°00'00" West, a distance of 70.00 feet; thence North 49°00'00" West, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.

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

EXHIBIT: SHEET:

OR BK 12845 PAGE 853

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 19
PHASE 3S
APRIL 01, 2005

BUILDING AREA NO. 19
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 01°05'45" East, a distance of 149.82 feet; thence South 87°00'00" East, a distance of 136.00 feet; thence South 61°26'03" East, a distance of 51.32 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 62°00'00" East, a distance of 136.00 feet; thence South 28°00'00" West, a distance of 70.00 feet; thence North 62°00'00" West, a distance of 136.00 feet; thence North 28°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/979-6988

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

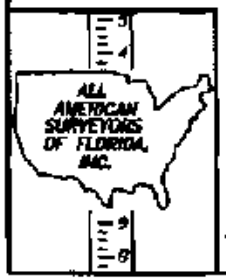
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 22
PHASE 34

APRIL 01, 2005

BUILDING AREA NO. 22
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances: Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 68°00'00" East, a distance of 170.00 feet; thence South 59°08'51" East, a distance of 34.44 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 28°00'00" East, a distance of 70.00 feet; thence South 62°00'00" East, a distance of 170.00 feet; thence South 28°00'00" West, a distance of 70.00 feet; thence North 62°00'00" West, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPORT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

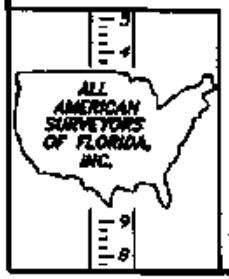
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 21
PHASE 35

APRIL 01, 2005

BUILDING AREA NO. 21
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances; Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet to the Point Of Beginning; from the Point Of Beginning thus described thence North 22°00'00" East, a distance of 70.00 feet; thence South 68°00'00" East, a distance of 170.00 feet; thence South 22°00'00" West, a distance of 70.00 feet; thence North 68°00'00" West, a distance of 170.00 feet to the Point of Beginning. Containing 11,900 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0888

EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

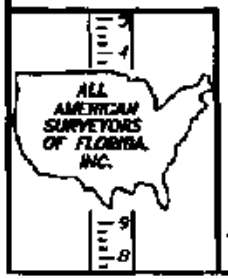
DUVAL COUNTY, JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION
BUILDING AREA NO. 20
PHASE 3B

APRIL 01, 2005

BUILDING AREA NO. 20
A portion of Section 30, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract 13, as shown on the Plat of Bartram Park Unit One as recorded in Plat Book 56, pages 30, 30A through 30J, inclusive, of the current Public Records of said County; thence South 45°25'26" West along the Southeasterly boundary of said Bartram Park Unit One, a distance of 143.00 feet to the arc of a curve to the Southeast; thence Southeasterly along and around the arc of said curve, concave Northeasterly, having a radius of 471.75 feet, an arc distance of 132.25 feet, said arc being subtended by a chord bearing and distance of South 52°36'27" East, 131.82 feet to the Northerly prolongation of the Easterly boundary of those lands described and recorded in Official Records Volume 9976, Page 2279, also being the Westerly boundary of those lands described and recorded in Official Records Volume 9977, Page 214, said current Public Records; thence South 30°57'35" West along last said line and along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214, a distance of 866.90 feet; thence Southeasterly and Northeasterly, continuing along said Easterly boundary of those lands described and recorded in Official Records Volume 9976, page 2279, also being the Westerly boundary of said lands described and recorded in Official Records Volume 9977, Page 214 of said current Public Records, run the following Three (3) courses and distances: Course No. 1: South 19°10'13" East, 199.99 feet; Course No. 2: South 58°20'42" East, 423.83 feet; Course No. 3: South 63°31'50" East, 1326.89 feet to the East line of a 150 foot JEA Transmission Easement as described and recorded in Official Records Volume 2144, page 491 of the current Public Records of said County thence North 01°06'12" West along said East line, and along the East line of a 150 foot JEA Transmission Right-Of-Way as described and recorded in Official Records Volume 2207, Page 108 of the current Public Records of said County, a distance of 1406.77 feet; thence, departing said line, South 11°14'05" East, a distance of 137.84 feet; thence South 01°05'45" East, a distance of 149.82 feet to the Point Of Beginning; from the Point Of Beginning thus described thence South 87°00'00" East, a distance of 136.00 feet; thence South 03°00'00" West, a distance of 70.00 feet; thence North 87°00'00" West, a distance of 136.00 feet; thence North 03°00'00" East, a distance of 70.00 feet to the Point of Beginning. Containing 9,520 square feet, more or less.



PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/278-0068

EXHIBIT: SHEET:

OR BK 12845 PAGE 857

The foregoing described property is subject to the following:

1. Taxes and assessments for the year 2005 and subsequent years.

2. Declaration of Covenants, Conditions and Restrictions dated April 27, 2001 and recorded on May 4, 2001 at Official Records Book 9977, page 39, as amended by that First Amendment to the Declaration of Covenants, Conditions and Restrictions dated October 31, 2001 and recorded on November 15, 2001 at Official Records Book 10227, page 892, as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions dated October 31, 2001, recorded on January 9, 2002 at Official Records Book 10305, page 1042 and as amended by that Third Amendment to the Declaration of Covenants, Conditions and Restrictions dated December 20, 2002, recorded on February 4, 2003 at Official Records Book 10900, page 944, all of the public records of Duval County, Florida; together with Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001, and recorded December 3, 2001, in Official Records Book 10247, page 1745 of the public records of Duval County and Consent and Joinder of Mortgagee given by BankAtlantic dated October 30, 2001 and recorded on February 21, 2002 in Official Records Book 10366, page 862 of the public records of Duval County, Florida.

3. Declaration of Covenants and Restrictions for Bartram Park recorded on May 4, 2001 in Official Records Book 9977, page 155, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Bartram Park dated October 31, 2001 and recorded on November 15, 2001 in Official Records Book 10227, page 901, as supplemented by that Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 dated December 27, 2004 and recorded on February 16, 2005 in Official Records Book 12295, page 1783, as amended by that Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 recorded on February 16, 2005 in Official Records Book 12295, page 1824, all of the public records of Duval County, Florida.

4. Declaration of Easements, Covenants, Conditions and Restrictions for Tract 1, 2, 3 and 4, Bartram Park Phase 2, made by Winslow Farms, Ltd., dated January 5, 2005 and recorded on February 16, 2005, in Official Records Book 12295, page 1843 of the public records of Duval County, Florida.

5. Rights of the City of Jacksonville, Florida and/or the Jacksonville Electric Authority, together with a right of access, under Order of Taking entered by the Circuit Court of the Fourth Judicial Circuit of Florida in and for Duval County, Florida, in that certain action styled City of Jacksonville, a municipal corporation, Petitioner vs. Major Realty Corporation, a Delaware corporation, et al., Defendants, being Law No. 64-780-L, on March 30, 1964, and recorded on March 30, 1964, in Official Records Book 2144, at page 491 of the public records of Duval County, Florida.

6. Rights of Major Realty Corporation, together with a right of access, under the following:

(a) Warranty Deed given by Atlantic Holding Corporation to Major Realty Corporation dated March 10, 1960 and recorded on March 14, 1960, in Official Records Book 980, at page 429 of the public records of Duval County, Florida.

(b) Warranty Deed given by Atlantic Holding Corporation to Major Realty Corporation, dated September 9, 1960 and recorded on October 21, 1960, in Official Records Book 1122, at page 439 of the public records of Duval County, Florida; and

(c) Warranty Deed given by Edward P. Rose and Fayne B. Rose to Major Realty Corporation dated November 8, 1960 and on recorded November 30, 1960, in Official Records Book 1150, page 265 of the public records of Duval County.

in and to the land described in Order of Taking entered by the Circuit Court of the Fourth Judicial Circuit of Florida in and for Duval County, Florida, in that certain action styled City of Jacksonville, a municipal corporation, Petitioner vs. Major Realty Corporation, a Delaware corporation, et al., Defendants, being Law No. 64-780-L, on March 30, 1964, and recorded March 30, 1964, in Official Records Book 2144, page 491 of the public records of Duval County, Florida.

6. Unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Park, Ltd., Landmar Group LLC and Flagler Development Company dated April 17, 2001, as amended by unrecorded letter agreement by and among BellSouth Telecommunications, Inc., Bartram Investments, LLC and Winslow Farms, Ltd., dated June 7, 2002.

7. Grant of Easement (Limited Partnership) given by Winslow Farms, Ltd., to JEA dated March 4, 2004 and recorded on May 26, 2004, in Official Records Book 11827, page 1510 of the public records of Duval County, Florida and Consent and Joinder of Mortgage given by BankAtlantic dated July 25, 2003 and recorded on July 29, 2003, in Official Records Book 11250, page 222 of the public records of Duval County, Florida.

8. Matters shown on survey prepared by Clary and Associates, Inc., under File No. T4S-602, dated April 12, 2004, and last amended on December 16, 2004.

Attached hereto is the plot plan, floor plans and unit plans for the proposed future phases of the Condominium.

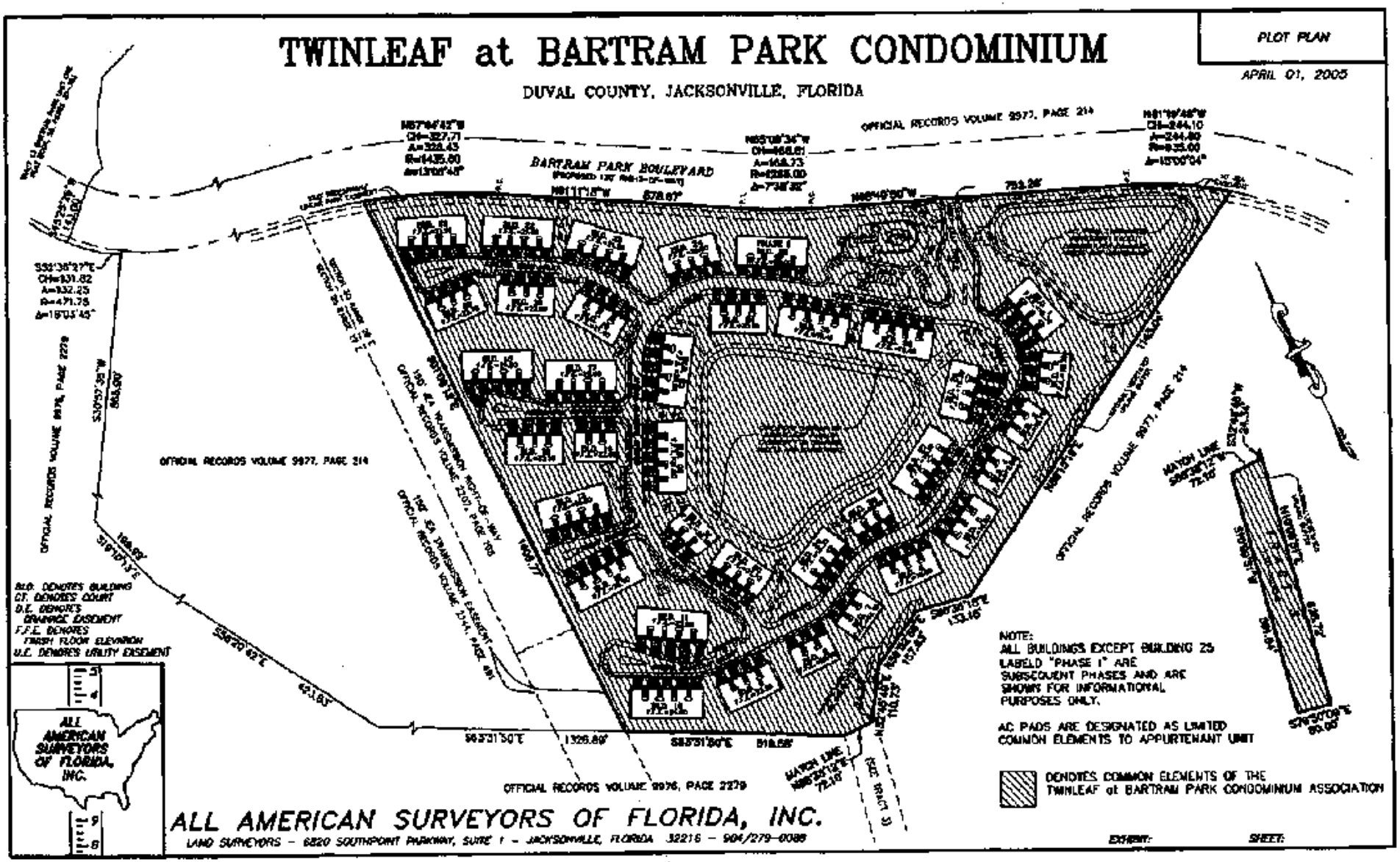
2621008_v9

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

PLOT PLAN

APRIL 01, 2005



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 6820 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/279-0088

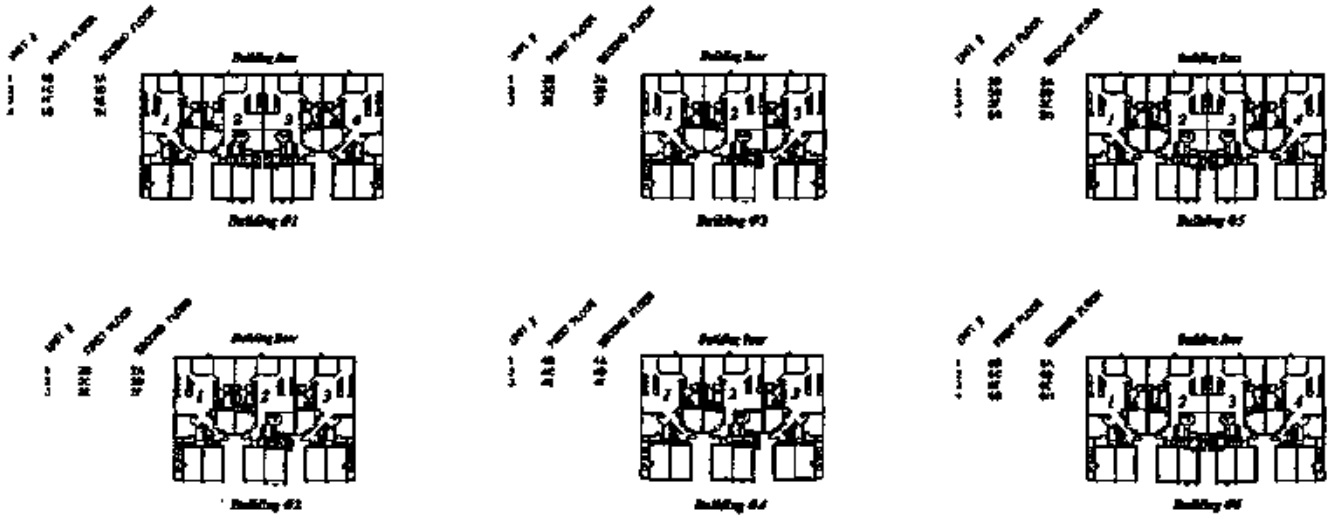
EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

APRIL 01, 2005





GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

PREPARED BY:
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 8850 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0808

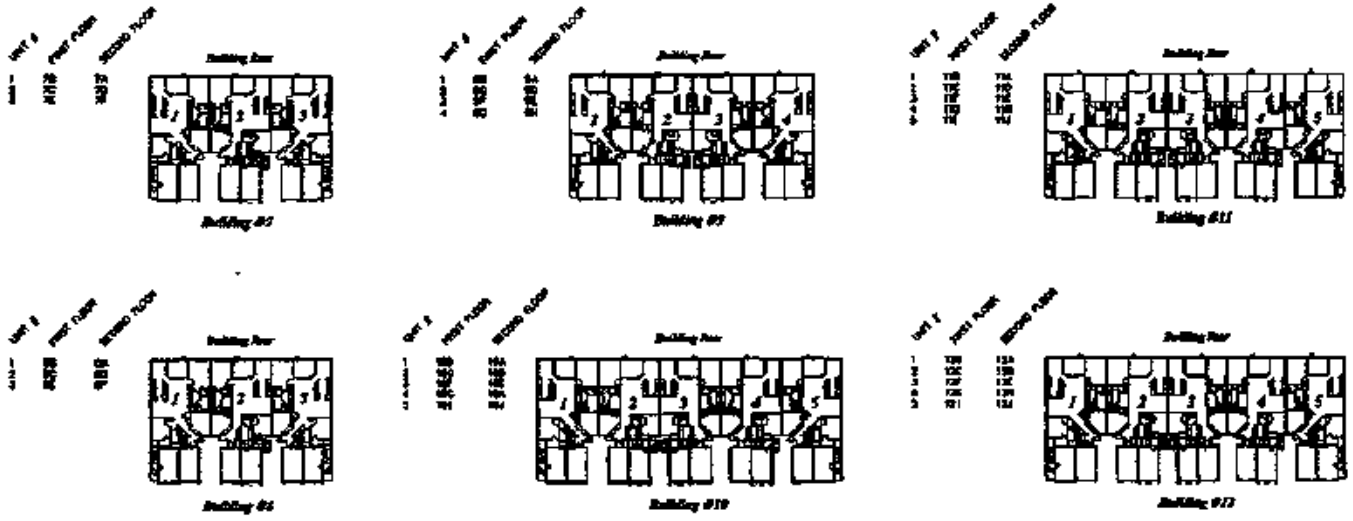
OR BK 12845 PAGE 861

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

April 07, 2005





GRAPHIC SCALE

(IN FEET)

1 inch = 40 ft.

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0660

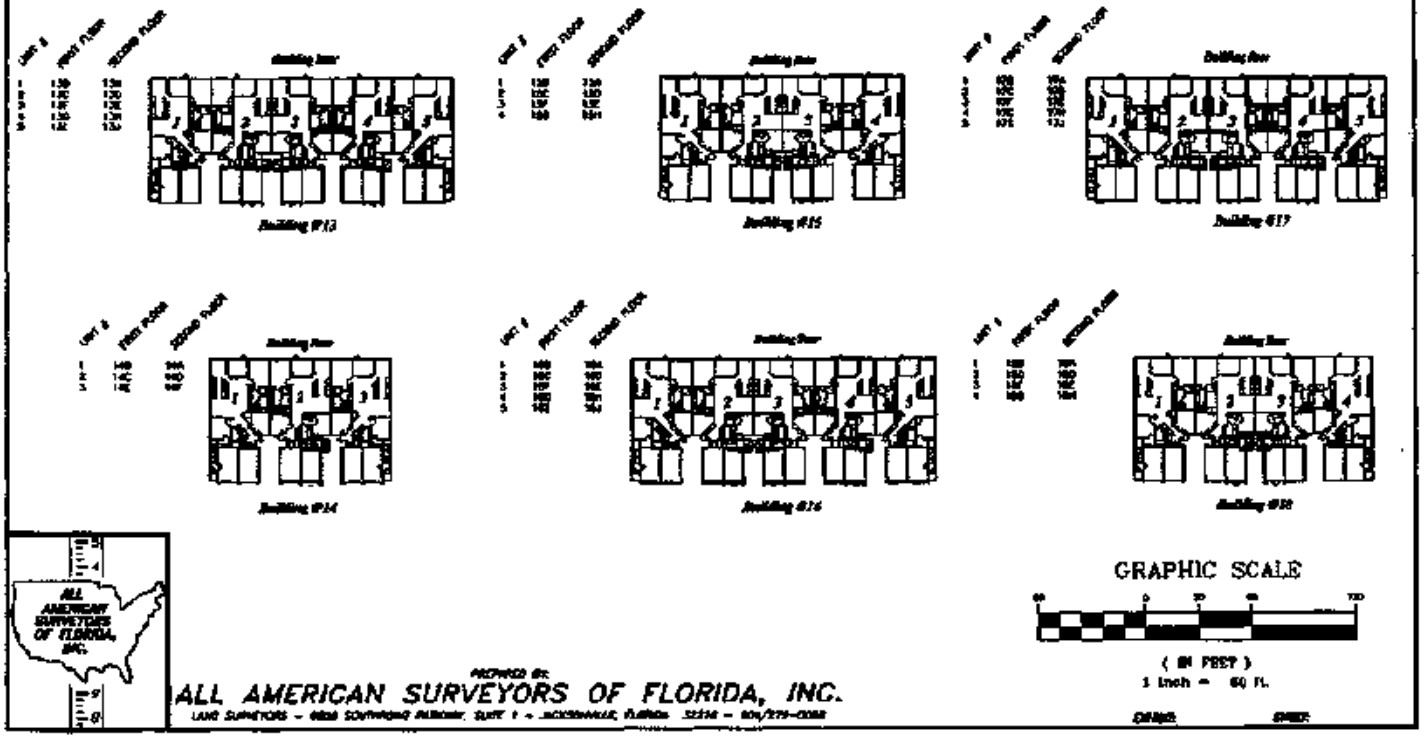
OR BK 12845 PAGE 862

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

APRIL 01, 2005



GRAPHIC SCALE

(IN FEET)

1 Inch = 60 ft.

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8659 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

DRAWN: SHEET:

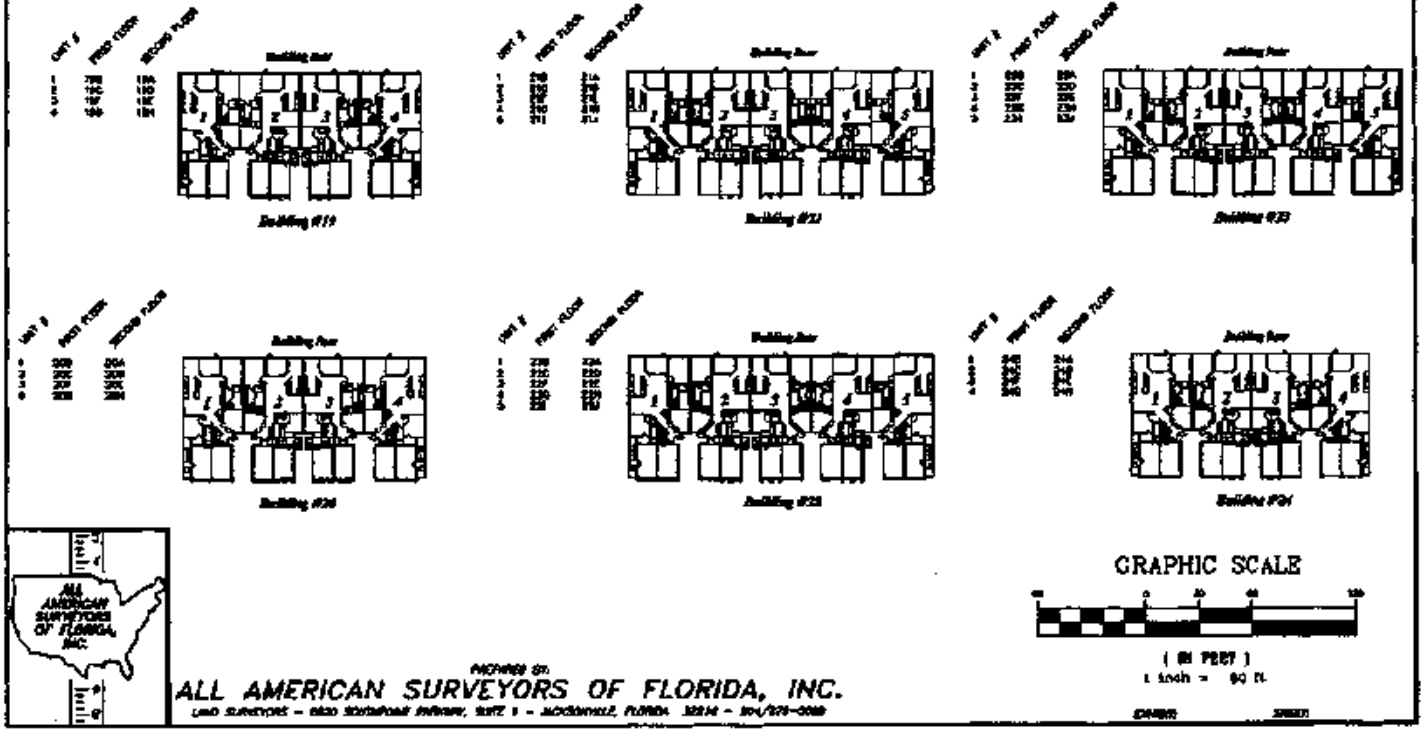
OR BK 12845 PAGE 863

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

APRIL 01, 2005



PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 8550 NORMANDY BOULEVARD, SUITE 1 – JACKSONVILLE, FLORIDA 32221 – 904/725-0088

SHEET SHEET

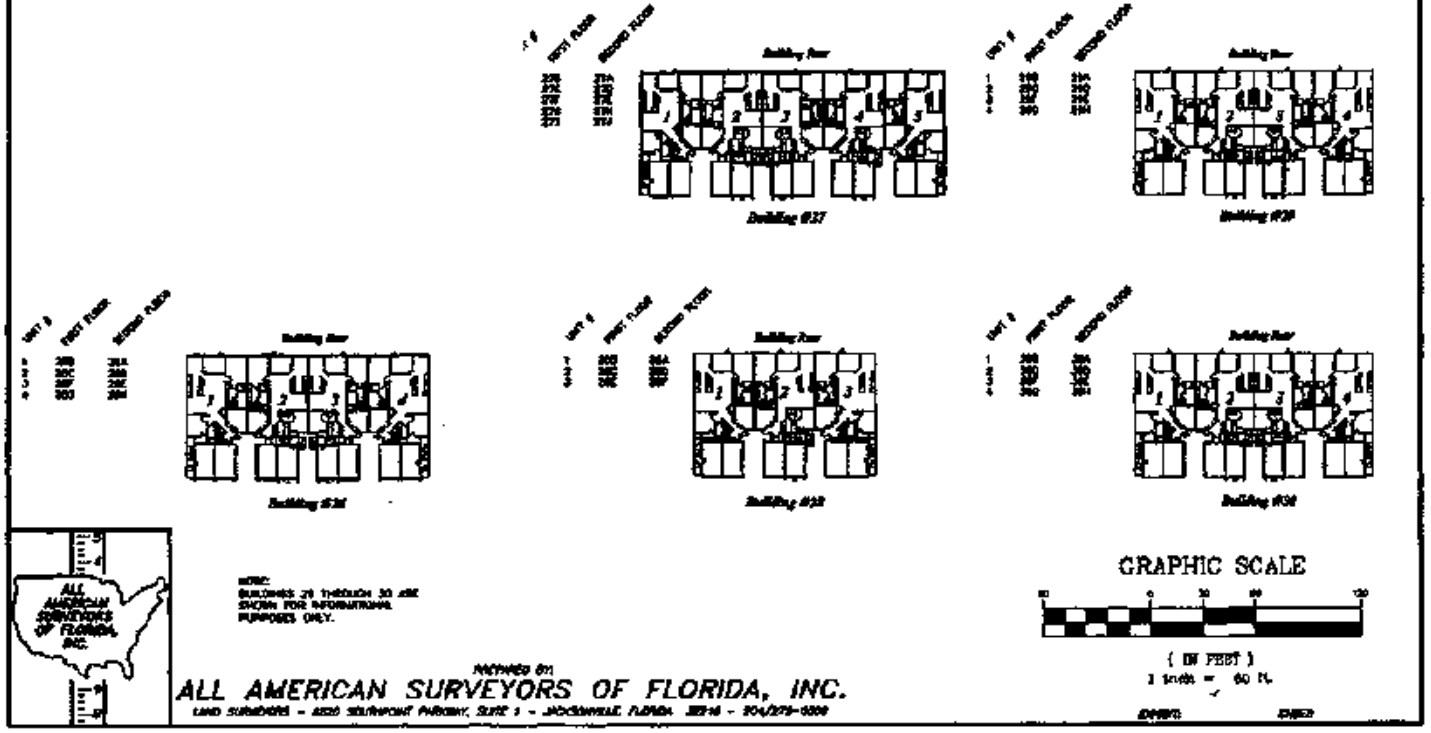
OR BK 12845 PAGE 864

TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

APRIL 01, 2005



GRAPHIC SCALE

(IN FEET)

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8226 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0300

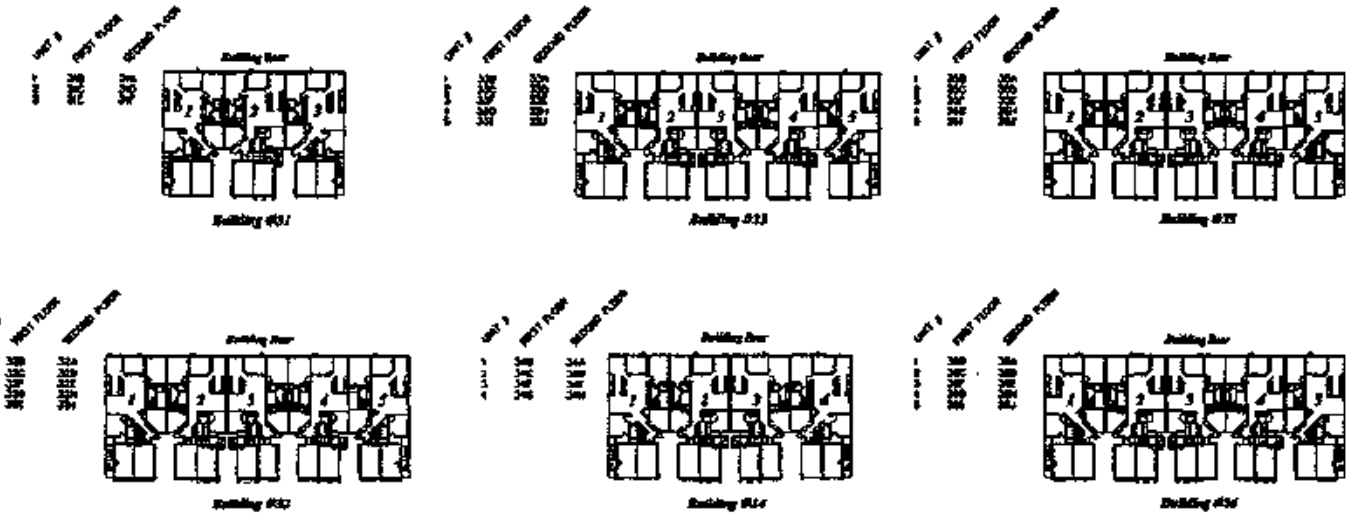
OR BK 12845 PAGE 865

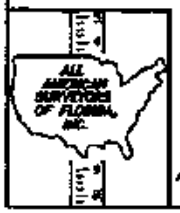
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

UNIT NUMBER DESIGNATION

APRIL 01, 2005





GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8810 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/379-0999

EXISTING PROPOSED

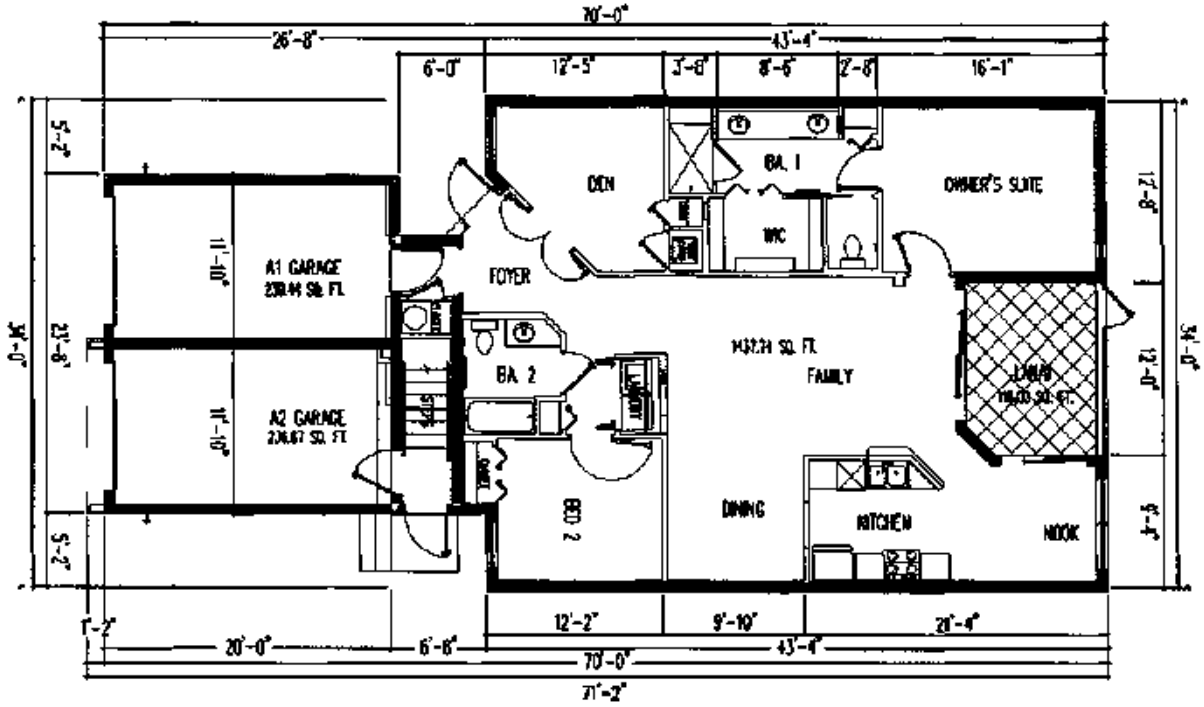
OR BK 12845 PAGE 866

TWINLEAF at BARTRAM PARK CONDOMINIUM

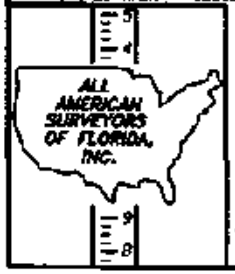
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT - A1

APRIL 01, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

10 0 5 10

1 inch = 10 ft.

1st FLOOR - INTERIOR UNIT
UNIT A1 - "HERON"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,438 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6320 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT SHEET

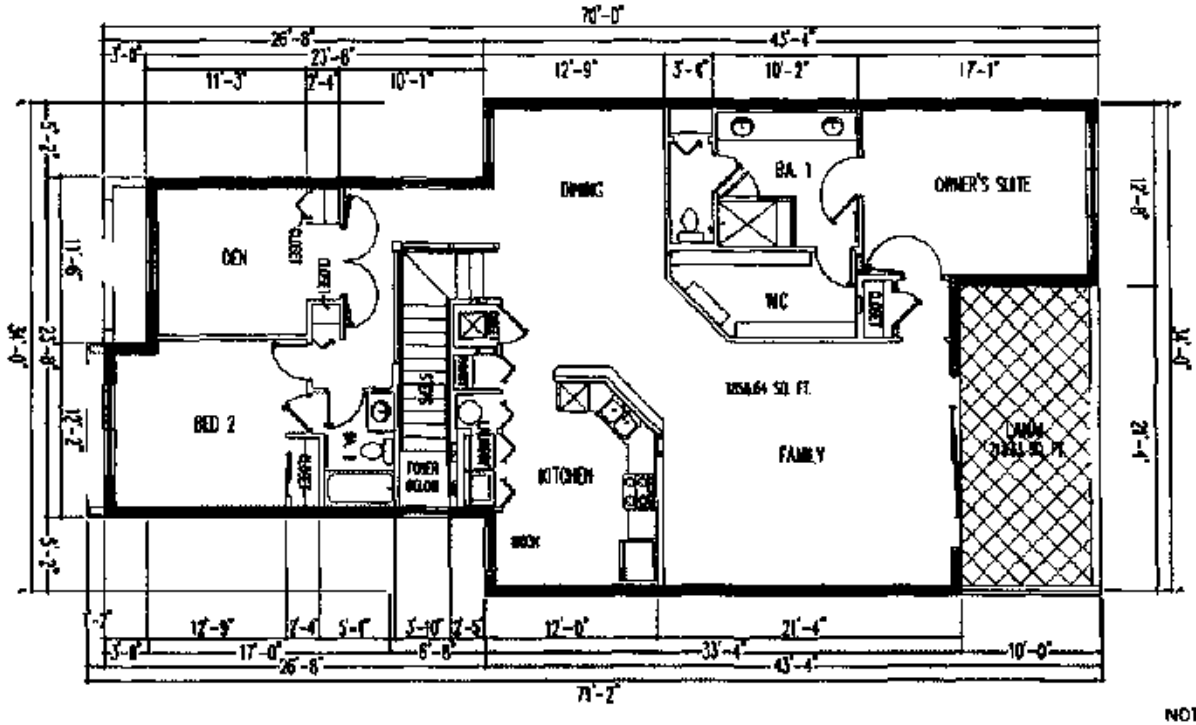
OR BK 12845 PAGE 867

TWINLEAF at BARTRAM PARK CONDOMINIUM

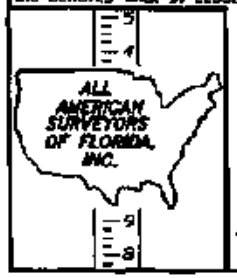
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT - A2

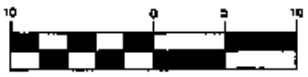
JANUARY 05, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE



1 inch = 10 ft.

2nd FLOOR - INTERIOR UNIT
UNIT A2 - "COMORANT"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,857 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS • 8620 SOUTHPOINT PARKWAY, SUITE 9 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

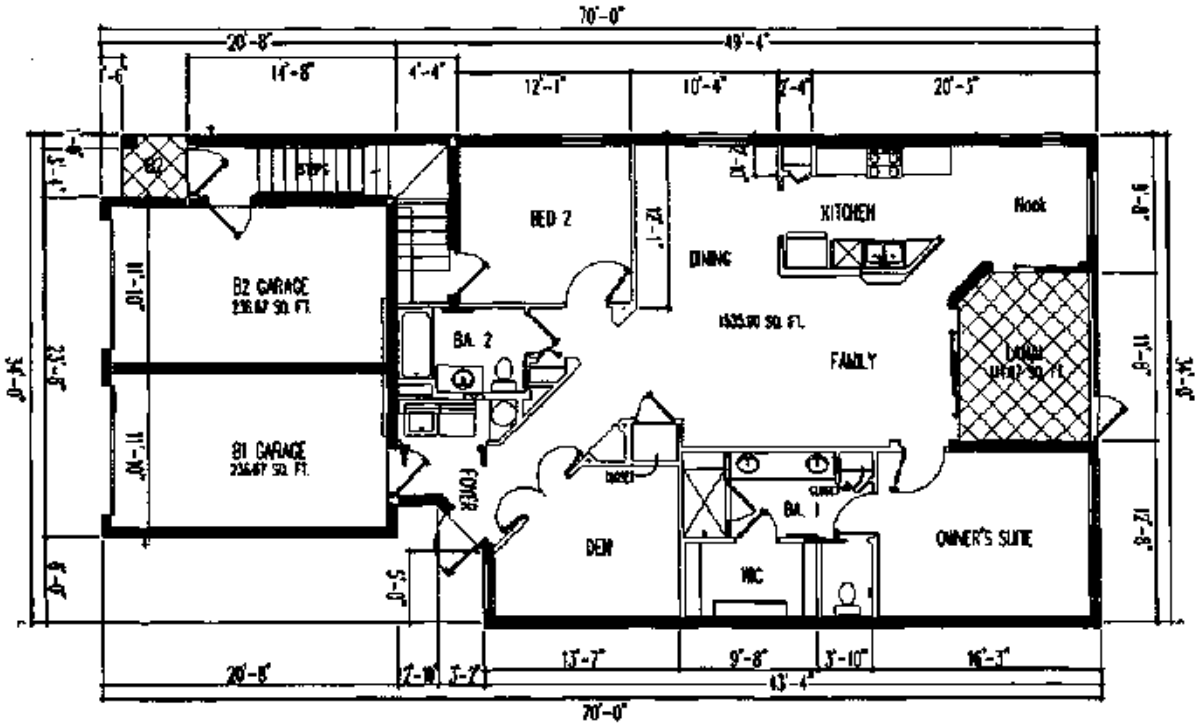
OR BK 12845 PAGE 868

TWINLEAF at BARTRAM PARK CONDOMINIUM

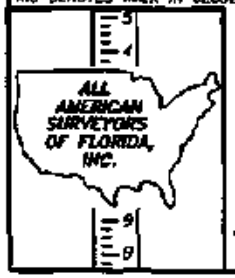
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT - B1

JANUARY 05, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

10 0 5 10

1 inch = 10 ft.

1st FLOOR - END UNIT
UNIT B1 - "EGRET"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS, AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,535 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

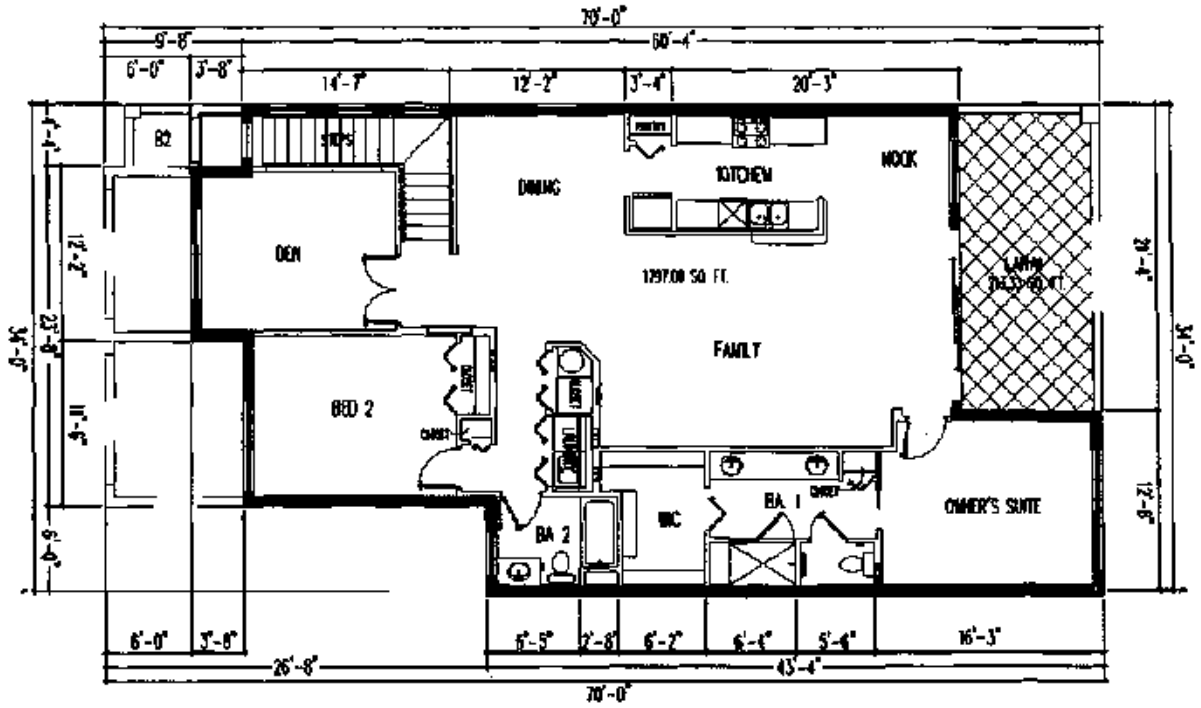
EXHIBIT: SHEET:

TWINLEAF at BARTRAM PARK CONDOMINIUM

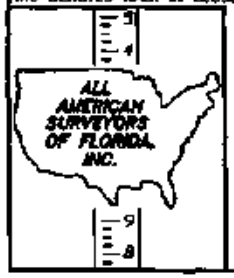
DUVAL COUNTY, JACKSONVILLE, FLORIDA

FLOOR PLAN
UNIT – B2

APRIL 01, 2005



BA. DENOTES BATHROOM
SQ. FT. DENOTES SQUARE FEET
WIC DENOTES WALK IN CLOSET



GRAPHIC SCALE

10 0 5 10

1 inch = 10 ft.

2nd FLOOR – END UNIT
UNIT B2 – "SPOONBILL"
FLOOR PLAN

INDICATES UNIT BOUNDARY

NOTE: ALL LANAIS AND BALCONIES ARE LIMITED COMMON ELEMENTS. AND ARE INDICATED WITH THE FOLLOWING SHADING:

AIR CONDITIONED AREA: 1,797 SQUARE FEET

PREPARED BY:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 8820 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/279-0088

OWNER: SHEET:

OR BK 12845 PAGE 870

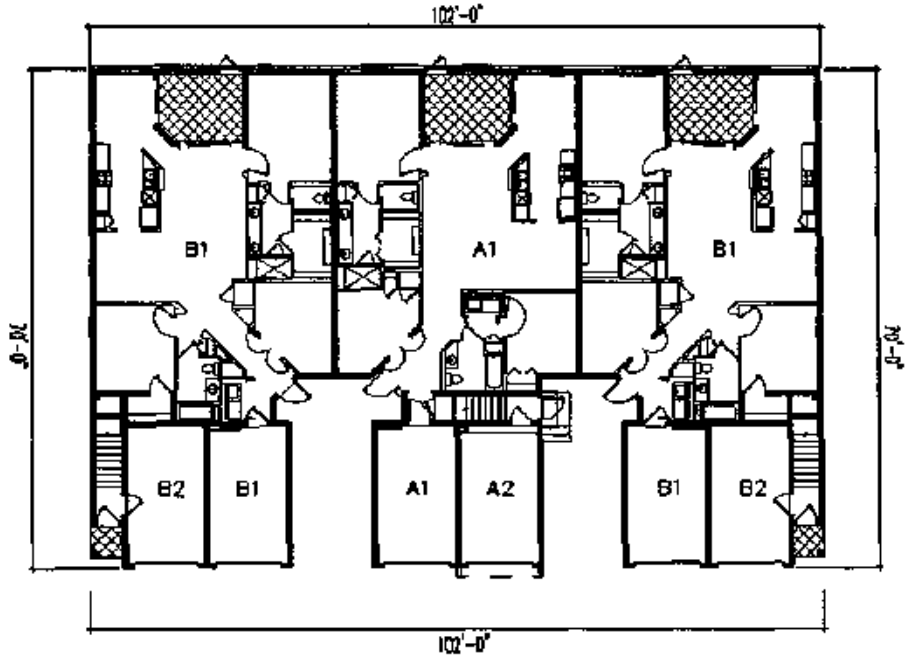
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

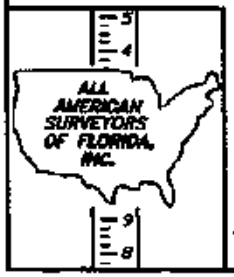
BUILDING PLAN
1st FLOOR

APRIL 01, 2005

BUILDING REAR



6-Unit Building - First Floor



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

DENOTES LIMITED COMMON ELEMENTS

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SCALE: 1 inch = 20 ft.

EXHIBIT: SHEET:

OR BK 12845 PAGE 671

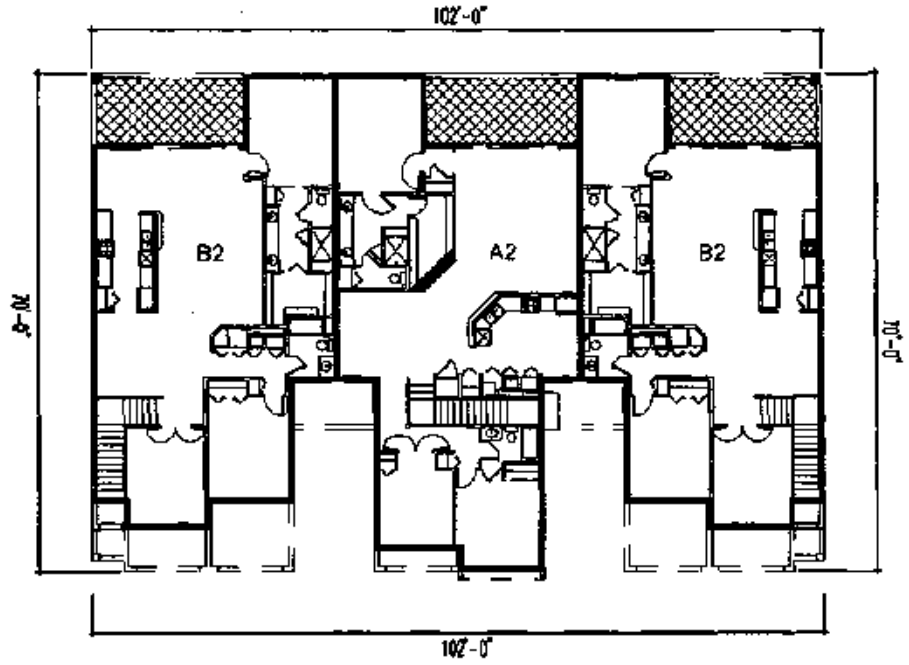
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

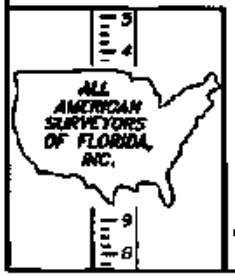
BUILDING PLAN
2nd FLOOR

APRIL 01, 2005

BUILDING REAR



6-Unit Building - Second Floor





SCALE: 1 inch = 20 ft.

DENOTES LIMITED COMMON ELEMENTS

EXHIBIT:

SHEET:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8820 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

OR BK 12845 PAGE 872

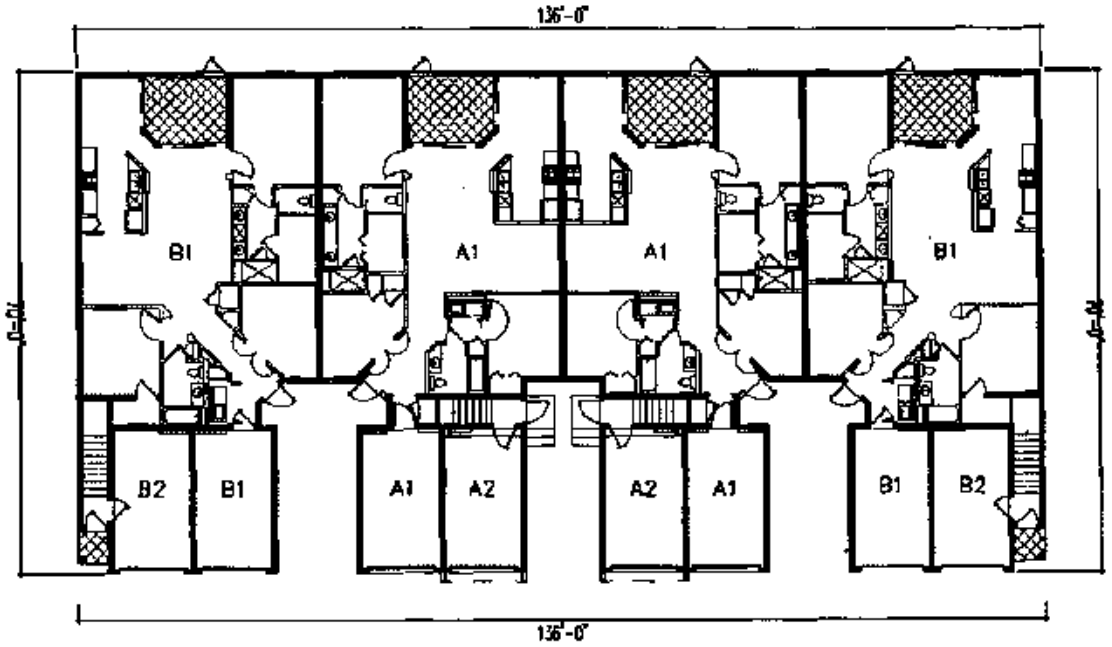
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

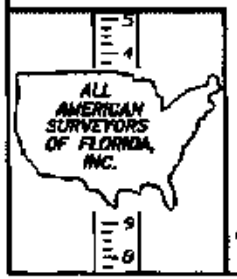
BUILDING PLAN
1st FLOOR

APRIL 01, 2005

BUILDING REAR



8-Unit Building - First Floor



SCALE: 1 inch = 20 ft.

DENOTES LIMITED COMMON ELEMENTS

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT: SHEET:

OR BK 12845 PAGE 873

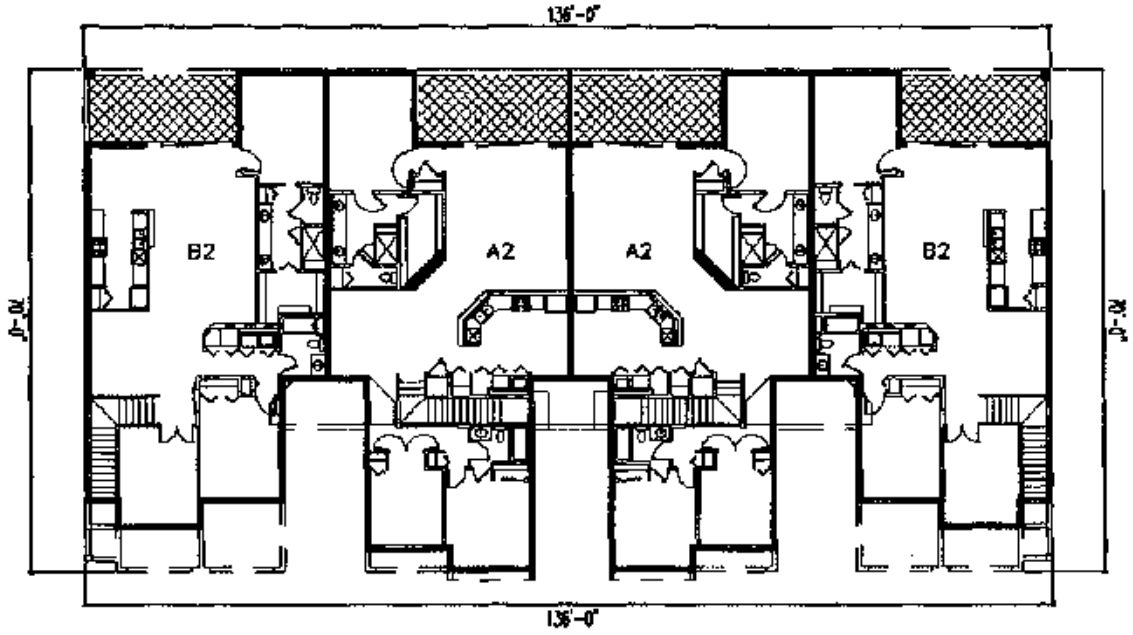
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DUVAL COUNTY, JACKSONVILLE, FLORIDA

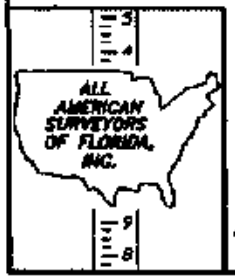
BUILDING PLAN
2nd FLOOR

APRIL 01, 2005

BUILDING REAR



8-Unit Building - Second Floor



ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 8820 SOUTHPOINT PARKWAY, SUITE 1 – JACKSONVILLE, FLORIDA 32216 – 904/279-0088

DENOTES LIMITED COMMON ELEMENTS

20 0 10 20

SCALE: 1 inch = 20 ft.

EXHIBIT: SHEET:

OR BK 12845 PAGE 874

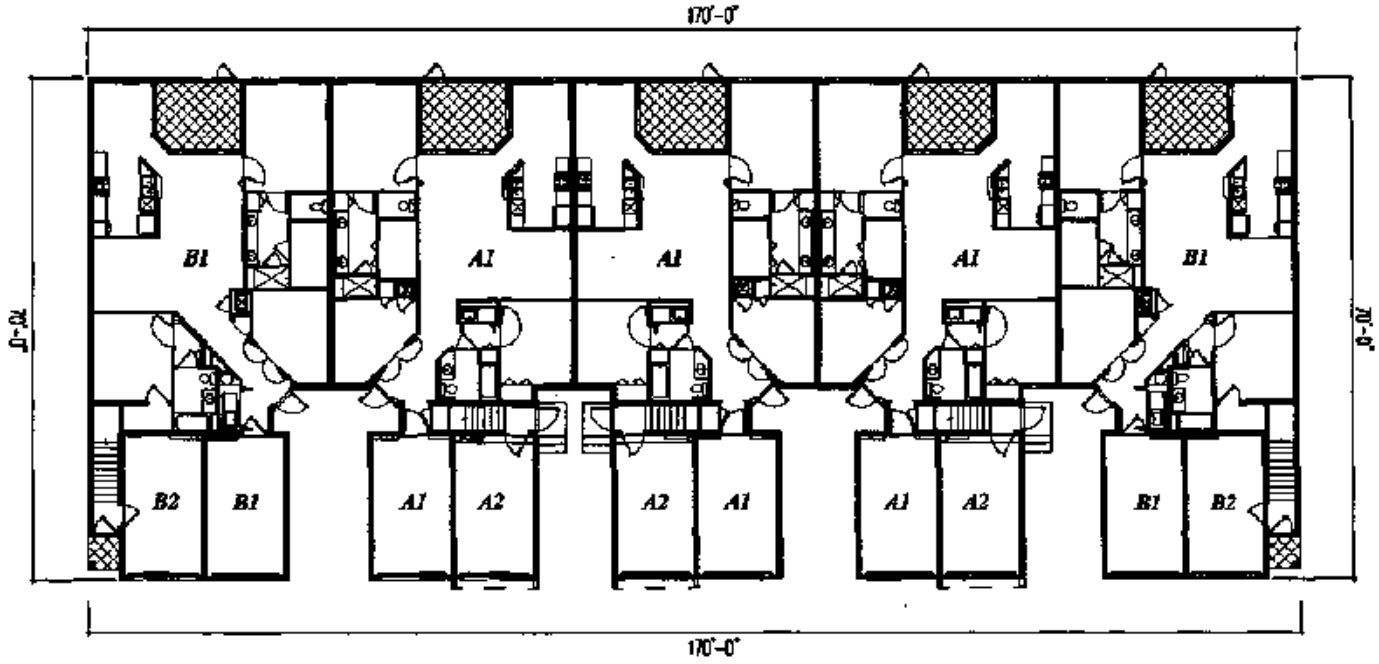
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DUVAL COUNTY, JACKSONVILLE, FLORIDA

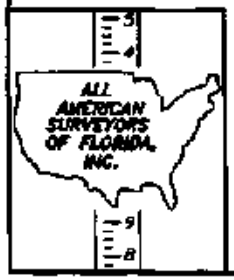
BUILDING PLAN
1st FLOOR

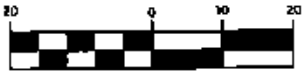
APRIL 01, 2005

BUILDING REAR



10-Unit Building - First Floor





SCALE: 1 inch = 20 ft.

DENOTES LIMITED COMMON ELEMENTS

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 6320 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

SHEET:

OR BK 12845 PAGE 875

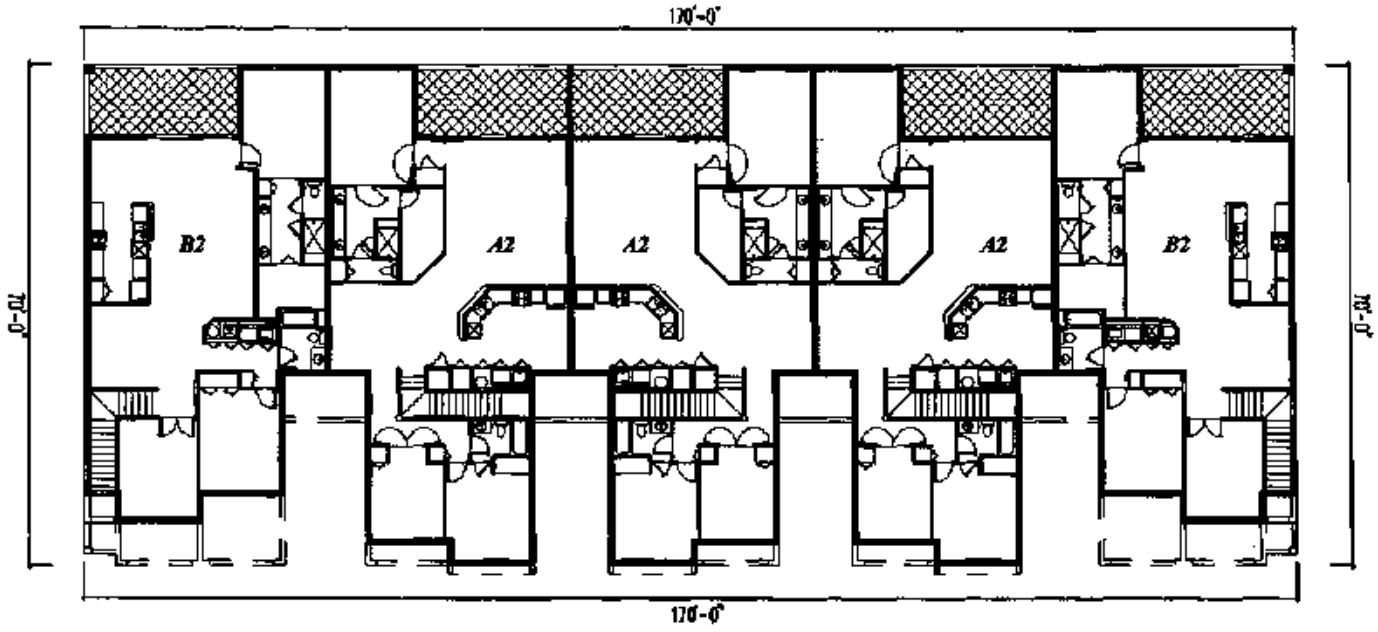
TWINLEAF at BARTRAM PARK CONDOMINIUM

DUVAL COUNTY, JACKSONVILLE, FLORIDA

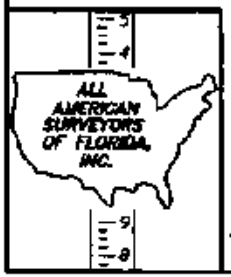
BUILDING PLAN
2nd FLOOR

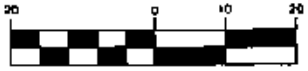
APRIL 01, 2005

BUILDING REAR



10-Unit Building - Second Floor





SCALE: 1 inch = 20 fL

DENOTES LIMITED COMMON ELEMENTS

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 8620 SOUTHPOINT PARKWAY, SUITE 1 - JACKSONVILLE, FLORIDA 32216 - 904/279-0088

EXHIBIT SHEET:

OR BK 12845 PAGE 876

EXHIBIT B

FRACTIONAL SHARE OF COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

The Common Elements, Common Expenses and Common Surplus are owned in equal undivided shares by the Unit Owners based upon fractional shares, the numerator of which is "1" and the denominator of which is the total number of Units which have been subjected to the Declaration.

The Fractional Shares of Common Elements, Common Expenses and Common Surplus for all Units in Phase I are 1/10.

EXHIBIT C

ARTICLES OF INCORPORATION
OF
TWINLEAF CONDOMINIUM ASSOCIATION, INC.

The undersigned does hereby form this corporation for the purpose of forming a corporation not-for-profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, the undersigned certifies as follows:

1. NAME

The name of the corporation shall be TWINLEAF CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the ("Association"), with its principal registered office located at 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act," for the operation of TWINLEAF AT BARTRAM PARK CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit, not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered Common Expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium, including without limitation, assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exists or they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

3.9 The Association shall operate, maintain and manage the Stormwater Management System in a manner consistent with the SJRWMD permit number 40-031-23600-10 requirements and applicable SJRWMD rules and shall assist in the enforcement of the Declaration of Condominium for Twinleaf at Bartram Park Condominium which relate to the Stormwater Management System.

3.10 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium, hereinafter referred to as ("Units"), and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the public records of Duval County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium, the Unit Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Unit Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 Pulte Home Corporation ("Developer") shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the Members in accordance with the provisions of the Declaration. The Association may also be dissolved in the event of destruction of the Condominium, if approved by the requisite percentage to terminate the Condominium as provided in the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association as created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

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

6. SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is:

William Genovese
5210 Belfort Road South, Suite 400
Jacksonville, Florida 32256

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	William Genovese
Vice President:	Lori Gorton
Secretary/Treasurer:	Jim Crafton

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Section 718.301, Florida Statutes. Thereafter, the Board shall consist of not less than five (5) Directors; provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Section 718.301, Florida Statutes. That is to say, the Developer shall remain in control of the Board of Directors until required to relinquish pursuant to Section 718.301(1)(a) through (e), Florida Statutes as follows:

(1) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.

(2) Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association as follows:

(a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven (7) years after recordation of the Declaration.

(3) The Developer is entitled to elect at least one 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%) of the Units operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name	Address
William Genovese	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Lori Gorton	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256
Jim Crafton	5210 Belfort Road South, Suite 400 Jacksonville, Florida 32256

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer.

9. INDEMNIFICATION

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 or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered,

amended or rescinded in the manner provided herein.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held no sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendments. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Unit Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the County where the Condominium is located.

11.5 Any Amendment that affects the stormwater management system must be approved by the SJRWMD.

12. APPROVAL BY VA AND HUD

For so long as the Developer has the right to appoint the majority of the members of the Board of Directors, the Developer shall obtain the approval of the Department of Housing and Urban Development ("HUD") or the Veteran's Administration ("VA") prior to: annexation of additional properties, merger or consolidation of this Association, mortgaging of the Common Elements or dissolution or amendment of the Articles.

13. REGISTERED AGENT

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

Sterling Fin. & Mgmt., Inc.
6320 St. Augustine Road, Suite 6B
Jacksonville, Florida 32217

The Subscriber has affixed his signature hereto this 28th day of October, 2005.

By: William Genovese
William Genovese

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Last Revised: 4/6/2005
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CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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

Twinleaf Condominium Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Duval, State of Florida, has named Sterling Fin. & Mgmt, Inc., 6320 St. Augustine Road, Suite 6B, Jacksonville, Florida 32217 as its agent to accept service of process within Florida.

TWINLEAF CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: William Genovese
William Genovese
Its President

Date: 10-19-05

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

STERLING FIN. & MGMT., INC.,
a Florida corporation

By: J Hoak
Print Name: Joe Hoaksh
Its: Director of Operations

Date: 10-20-05

EXHIBIT D

BYLAWS
OF
TWINLEAF CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of TWINLEAF CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 Office. The office of the Association shall be at 5210 Belfort Road South, Suite 400, Jacksonville, Florida 32256.

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

1.3 Seal. The seal of the Association shall bear the name of corporation, the word "Florida," and the words "Corporation Not For Profit."

2. MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meeting shall be held at least once each year in the month of February at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice. Notice of all members' meetings, with an agenda stating the time and place and the object for which the meeting is called, shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address last furnished to the Association and shall be given not less than fourteen (14) days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed, hand delivered or electronically transmitted (to those Unit Owners who consent to receive notice by electronic transmission), in accordance with this provision, to each Unit Owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days in advance of the meeting and if not an annual meeting, forty-eight (48) continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 Quorum. A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or Chapter 718, Florida Statutes (the "Condominium Act").

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall designate a "Primary Occupant" to be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, the Primary Occupant for that Unit shall be established by the record title to the Unit. If any Unit is owned by more than one person, the Primary Occupant for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, such entity shall designate a natural person to serve as Primary Occupant for that Unit by a certificate signed by the President or duly authorized officer or agent and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Unit Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by Section 718.112(2)(b), Florida Statutes. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

(a) Collection of election ballots;
(b) Calling of the roll and certifying of proxies;
(c) Proof of notice of meeting or waiver of notice;
(d) Reading and disposal of any unapproved minutes;
(e) Reports of committees;
(f) Appointment of inspectors of election;
(g) Election of directors;
(h) Determination of less than adequate reserves or no reserves;
(i) Unfinished business;
(j) New business; and
(k) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board,

provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members, all of whom shall be members of the Association. Any increase or decrease in the number of members on the Board shall be effectuated at least sixty (60) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer is required by statute to relinquish control or voluntarily relinquishes control of the Association. There shall be an annual meeting of the Unit Owners. Unless the bylaws provide otherwise, a vacancy on the Board of Directors caused by the expiration of a director's term shall be filled by electing a new board member, and the election shall be by secret ballot; however, if the number of vacancies equals or exceeds the number of candidates, no election is required. If there is no provision in the bylaws for term of the members of the Board of Directors, the terms of all members of the Board of Directors shall expire upon the election of their successors at the annual meeting. A person who has been convicted of any felony by any court of record in the United states and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board is not affected if it is later determined that a Director is ineligible for Board membership due to having been convicted of a felony.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Section 718.301, Florida Statutes, to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Section 718.301, Florida Statutes. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in the Condominium Act and the Florida Administrative Code effective as of the date of adoption of these Bylaws. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Section 718.301, Florida Statutes, any member of the board of administration may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall of Board members shall operate in accordance with Section 718.112(2)(j), Florida Statutes.

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to sub-paragraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.

3.2 Directors' Term. The term of each director's service, subject to the provisions of Section 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for two year

terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular Meeting. Regular meetings of the Board of Directors 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, by mail, hand delivery, or electronic transmission, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of the meeting. The meeting shall be open to all Unit Owners who shall have the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt written reasonable rules governing the frequency, duration and manner of Unit Owner statements.

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

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given by mail, hand delivery, or electronic transmission, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors' meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of the meeting. The meeting shall be open to all Unit Owners who shall have the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt written reasonable rules governing the frequency, duration and manner of Unit Owner statements.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9 Adjourned Meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.10 Joinder by Director. A director who is present at a meeting is presumed to have assented to an action unless he votes otherwise. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.11 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 Order of Business. The order of business at directors' meetings shall be:

(a) Calling of roll;
(b) Proof of due notice of meeting;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of officers and committees;
(e) Election of officers;
(f) Unfinished business;
(g) New business; and
(h) Adjournment.

3.13 No Fee for Service. A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.14 Telephone or Other Attendance. A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone or other media with all other Directors, as well as with any Unit Owners present at the meeting. A telephone speaker must be used so that the conversation of those Directors attending by telephone or other media may be heard by the other Directors as well as by any Unit Owners present at the meeting.

4. POWERS AND DUTIES OF THE Board of Directors

4.1 Powers and Duties of Association. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act:

(a) To enter into a long-term management contract, providing for the management of the Condominium Property and of the Common Elements.

(b) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium (if approved by the Unit Owners), not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law.

(c) To lease, maintain, repair and replace the Common Elements.

(d) To purchase or lease real and personal property in the Association's name.

(e) To maintain minutes of all meetings of the Unit Owners and the Board of Directors. (The minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years).

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association.

(h) To enter into contracts for the purpose of making available to the Unit Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however that (i) the term of period of such contracts shall not exceed three (3) years (ii) the contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party and (iii) the Board shall have no obligation to provide such services.

(i) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the applicable St. Johns River Water Management District Permit and rules and to assist in the enforcement of the terms of the Declaration which relate to the Stormwater Management System.

(j) To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

4.2 Right of Access. The Association has the irrevocable right of access to each unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

5. OFFICERS

5.1 Officers. The officers of the Association shall be a President and Vice President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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 directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

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

5.6 No Compensation. No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in Section 718.504(21), Florida Statutes, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve Accounts. Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in Section 718.112(2)(f), Florida Statutes.

(c) Operations. Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Sections 718.111, 718.112 and 718.504(21), Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner last furnished to the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year and the Board receives, within twenty-one (21) days after adoption of the annual budget, written application of ten percent (10%) of the Unit Owners to consider a substitute budget, the Board shall call a special meeting of the Unit Owners for such consideration which special meeting shall be conducted within sixty (60) days after adoption of the annual budget and notice of the special meeting shall be hand delivered, mailed or electronically transmitted (to those Unit Owners who consent to receive notice by electronic transmission) to each Unit Owner at least fourteen (14) days prior to such special meeting. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year

greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining quarterly balance of the assessment upon notice to the Unit Owner, and the then unpaid quarterly balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Depository. The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Section 718.111(11)(d), Florida Statutes. The premiums on such bonds shall be paid by the Association.

6.7 Financial Records.

(a) Within ninety (90) days following the end of the fiscal year, the Board of Directors of the Association shall prepare and complete, or cause to be prepared and completed by a third party, a complete financial report for the preceding fiscal year prepared in accordance with generally accepted accounting principles. Within twenty-one (21) days after the financial report is completed or received by the Association, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed, hand delivered or electronically transmitted (to those Unit Owners who consent to receive notice by electronic transmission) to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

(b) The financial statements shall be based upon the Association's total annual revenues, as follows:

(i) If the Association's total annual revenues are $100,000 or more, but less than $200,000, the Association shall prepare compiled financial statements;

(ii) If the Association's total annual revenues are at least $200,000, but less than $400,000, the Association shall prepare reviewed financial statements;

(iii) If the Association's total annual revenues are $400,000 or more, the Association shall prepare audited financial statements; and

(iv) If the Association's total annual revenues are less than $100,000, the Association shall prepare a report of cash receipts and expenditures. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(c) The Association may prepare or cause to be prepared, without a meeting or approval by the Unit Owners:

(i) Compiled, reviewed, or audited financial statements, if the Association is required to prepare a report of cash receipts and expenditures;

(ii) Reviewed or audited financial statements, if the Association is required to prepare compiled financial statements; or

(iii) Audited financial statements if the Association is required to prepare reviewed financial statements

7. PARLIAMENTARY RULES

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

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting, and provided, however, that such approval or disapproval expressed by any Director not present may not be used as a vote for or against any such amendment and may not be used for the purposes of creating a quorum at such meeting. Except as elsewhere provided, such approvals must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. For so long as the Developer has the right to appoint the majority of the members of the Board of Directors, any amendment to these Bylaws shall require the prior written approval of the Department of Housing and Urban Development ("HUD"), the Federal Home Administration ("FHA") or the Veterans

Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development. Each amendment shall, on the first page, identify the book and page of the public records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 Format of Amendment. No Bylaws 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 words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the Bylaws may be changed in accordance with Section 718.112(2)(h), Florida Statutes.

9. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of the Units' compliance with applicable fire and life safety codes.

10. ARBITRATION

In the event of a dispute between the Association and one or more Unit Owners, each party shall submit to mandatory, non-binding arbitration in accordance with Section 718.1255(4), Florida Statutes.

11. RESPONSE TO INQUIRY

When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board will respond in writing to the Unit Owner within thirty (30) days of the inquiry. The Board's response will either: (i) give a substantive response, (ii) notify the Unit Owner that legal advice has been requested, or (iii) notify the Unit Owner that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

The foregoing were adopted as the Bylaws of the Association at the first meeting of the Board of Directors.

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