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This Instrument Prepared By:
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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DOUBLE BRIDGES

THIS DECLARATION is made on January 28, 2004, by Lewis E. Wadsworth III and Lynette Wadsworth, his wife ("Declarant").

RECITALS

- A.** Declarant is the owner of the real property described below located in St. Johns County, Florida ("the Property");
- B.** Such real property is not subject to any covenants or restrictions of record; and
- C.** Declarant desires to place covenants and restrictions of record on such real property; and
- D.** Declarant deems it desirable to create a not-for-profit association to own, maintain and administer all the Common Area, to administer and enforce the easements, covenants, conditions, restrictions and limitations set forth in this Declaration, and to collect and disburse the assessments pursuant to this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit A, situate, lying and being, in St. Johns County, Florida and any additional property annexed to this Declaration (collectively, the "Property") is hereby made subject to and shall be held, sold and conveyed subject to the following easements, covenants, terms, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and which shall be covenants and restrictions to run with the Property, which shall bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

Section 1. Definitions. Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration, shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may be amended from time to time.

1.2 "Association" shall mean and refer to Double Bridges Homeowners' Association, Inc., its successors and assigns.

1.3 "Board of Directors" shall mean and refer to the board of directors of the Association.

1.4 "By-laws" shall mean and refer to the By-laws of the Association as they may be amended from time to time.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.6 "Common Area" shall mean and refer to:

1.6.1 those tracts or parcels of land and personal property conveyed to or owned by the Association for the common use and enjoyment of the Owners and their guests and invitees; and

1.6.2 all improvements constructed on such lands, including without limitation the Common Roads and all improvements within the right-of-way of the Common Roads, the Pasture Drive depicted on the plat, riding trails, and the community arena; and

1.6.3 all easements dedicated or conveyed to the Association, including equestrian and drainage easements and the Pasture Road Easement described in Section 2.8.

All of the Common Area is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees, subject to any rules and regulations adopted by the Association and to all use rights reserved by Declarant, either in this Declaration or in a separate document executed prior to conveying any land to the Association.

1.7 "Common Roads" shall mean and refer to Tracts "A" and "B" depicted on the plat and the Pasture Road. The Common Roads shall be considered Common Area of the Association and all rules and regulations and provisions relating to the Common Area shall include the Common Roads unless otherwise specified.

1.8 "Conservation Easement" shall refer to that certain easement in favor of the St. Johns River Water Management District described in Section 2.7 below.

1.9 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Double Bridges.

1.10 "Declarant" shall mean and refer to Lewis E. Wadsworth III and Lynette Wadsworth, his wife, their successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development, or any entity to which Declarant assigns its development rights.

1.11 "Lot" shall mean and refer to any lot together with the improvements thereon, shown on the Plat. "Building Lot" shall mean and refer to Lots 1 through 24 designated on the plat. "Agricultural Lot" shall mean and refer to Lots 1A through 8A and 17A through 24A designated on the plat.

1.12 "Owner" shall mean and refer to the record owner of fee simple title to any Lot shown on the Plat, which may be one or more persons or entities. Such term shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.13 "Plat" shall mean the subdivision plat of Double Bridges recorded in Map Book 48, pages 46 through 62, of the public records of St. Johns County, Florida, together with any subsequently recorded subdivision plat of any additional contiguous lands made subject to this Declaration.

1.14 "P.R.D." shall mean and refer to St. Johns County, Florida Ordinance Numbers 2003-16 and 2002-04 approving the Double Bridges Planned Rural Development.

1.15 "Surface Water or Stormwater Management System" or "the System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. Components of the System include without limitation the drainage easements and the Drainage Retention Pond Easement depicted on the plat.

Section 2. Property Rights.

2.1 Common Area Easements.

2.1.1 **Creation.** Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Area, every Owner and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the

Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the terms of the P.R.D. and the following provisions:

2.1.1.1 The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Area.

2.1.1.2 The right of the Association to suspend the rights of any Owner or an Owner's tenants, guests or invitees, or both, to use the Common Area and to levy a reasonable fine for a violation of this Declaration or Chapter 720, as provided in Section 720.305, Florida Statutes (2002), as amended from time to time.

2.1.1.3 The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Area to any public agency, authority, or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

2.1.1.4 The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the seven foot-wide right-of-way reservation over Tract "C" shown on the plat to St. Johns County for right-of-way purposes and the right of the Board to acquire, extend, terminate or abandon such reservation.

2.1.1.5 The right of the Association to sell, convey or transfer the Common Area or any portion thereof to any third party other than those described in 2.1.1.3 for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

2.1.1.6 The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Area.

2.1.1.7 The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Area for uses not inconsistent with the Owners' rights therein.

2.1.1.8 The right of the Board to mortgage any or all of the Common Area for the purpose of improvement or repair of the

Common Area with the approval of a majority vote of the Association.

2.1.2 Conveyance of Common Area. Declarant may dedicate or convey the Common Area (other than the Common Roads) to the Association at such time as all the planned improvements are completed or at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such dedication or conveyance shall be subject to easements and restrictions of record, including all those shown on the Plat, free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant may reserve certain rights to itself for use of the Common Area which are not adverse to the Owners.

2.2 Owner's Common Road Easements. Declarant hereby grants a perpetual non-exclusive easement for ingress and egress over the Common Roads to each Owner of a Lot, his successors and assigns, domestic help, and delivery and pickup services; and to fire protection services, police and other authorities of the law; United States mail carriers; representatives of utilities serving the Property; holders of mortgage liens on the Property; and such other persons as the Declarant or the Association shall designate, subject to the following:

2.2.1 It is specifically acknowledged that at such time as Declarant may elect, but no later than the date required under Chapter 720, Florida Statutes, the Common Roads will be conveyed by Declarant to the Association free and clear of all liens and encumbrances, except the following: taxes; Declarant's perpetual non-exclusive easement for ingress and egress; and Declarant's reserved right to install, repair, restore and maintain all utilities, street lighting and signage in the road right of way and right to grant further easements over the Common Roads. It is further acknowledged that the Common Roads shall be subjected to construction traffic during the development of the Property, and that Declarant shall not be obligated to repair the Common Roads prior to their conveyance to the Association.

2.2.2 The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or mortgaged in favor of such Mortgagee. The Declarant and the Association shall have the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads and the right, but not obligation, from time to time, to control and regulate all types of traffic on the Common Roads. The Declarant or the Association may install a gate house or gate system, or both, which may be installed by the Declarant or the Association within the road right-of-way at the sole

expense of the entity electing to install such gate house or gate system. Such gate house or gate system shall become part of the Common Area of the Association upon installation.

2.2.3 The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by horses or vehicles which, in the opinion of Declarant or the Association, would or might result in damage to the Common Roads or create a nuisance for the residents. The Declarant and the Association shall also have the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads and remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

2.2.4 The Declarant reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no owner or his Mortgagee is denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall terminate and the Association shall reconvey the Common Road to the Declarant at the Declarant's request.

2.3 Equestrian Easements. The Lots shall be subject to the equestrian easement designated on the Plat as a ten-foot riding trail. The equestrian easement is for the sole and exclusive use of the Owners, their tenants, guests and invitees. Other than as necessary for maintenance, no motorized vehicles shall be permitted upon the equestrian easement, which shall be limited to horseback riding, walking, jogging, and bicycling.

2.4 Utility Easements. For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company, or cable television company an easement over all easements shown on any Plat and an easement in and to a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes, including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

2.5 Drainage Easements. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot that is a part of the System at a reasonable time and in a reasonable manner to operate, maintain or repair the System. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire System. No person shall alter the drainage flow of the System without the prior written approval of the St. Johns River Management District or other governmental agency having jurisdiction.

2.6 Driveway Easement. Declarant has granted to the owner of an adjacent parcel of land ("the Adjacent Parcel") an easement for ingress and egress over Tract "D" depicted on the plat and the portion of Tract "A" lying between Tract "D" and County Road 204. Under the terms of this easement the owner of the Adjacent Parcel, his successors, guests, and invitees shall be permitted to use Tract "D" and a portion of Tract "A" for ingress and egress to the Adjacent Parcel. The owner of the Adjacent Parcel shall not be a member of the Association and shall not be required to contribute to the expenses of the Association.

2.7 Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes (2002), Declarant hereby voluntarily grants and conveys to the St. Johns River Water Management District (the "District") a conservation easement ("the Conservation Easement") in perpetuity over the areas designated on the Plat as "Conservation Easement" (the "Conservation Easement Areas"). Declarant fully warrants title to said Conservation Easement Areas and will warrant and defend the same against the lawful claims of all persons whomsoever. Declarant grants this Conservation Easement as a condition of permit number #40-109-82540 issued by the District.

2.7.1 Purpose. The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

2.7.2 Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

2.7.2.1 Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, subject to Declarant's reserved rights set forth in Section 2.7.4 below.

2.7.2.2 Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

2.7.2.3 Removing or destroying trees, shrubs, or other vegetation.

2.7.2.4 Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

2.7.2.5 Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

2.7.2.6 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

2.7.2.7 Acts or uses detrimental to such retention of land or water areas.

2.7.2.8 Acts or uses detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

2.7.3. Responsibilities. Declarant and its successors and assigns are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, Declarant and its successors and assigns are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

2.7.4 Declarant's Reserved Rights. Declarant reserves unto itself and its successors and assigns all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding the prohibitions contained in this Section 2.7, Declarant reserves unto itself, and its successors and assigns, with the prior written approval of the Association, the right to construct, operate and maintain one dock on each of Lots 1 through 24. The docks shall conform to the following specifications:

2.7.4.1 The maximum width of the dock shall be 6 feet.

2.7.4.2 The dock shall be a minimum of 5 feet above mean high water or the wetland floor elevation, whichever is higher.

2.7.4.3 The dock planking shall be spaced at 1/2 inch.

2.7.4.4 The terminal platform shall not exceed 12 feet wide by 10 feet deep.

2.7.4.5 No motorized watercraft may be moored at the dock.

2.7.4.6 No trees that are greater than or equal to 4 inches in diameter may be removed in order to construct or operate the dock.

Prior to commencement of any dock construction, the Lot Owner shall submit plans to the District demonstrating that the dock will conform to the above specifications and shall obtain the approval of the District and of the Architectural Control Committee in accordance with Section 3 below. The Lot Owner shall also obtain all necessary local, state, and federal permits prior to the commencement of any dock construction.

2.7.5 District's Rights. To accomplish the purposes stated herein, Declarant conveys the following rights to the District:

2.7.5.1 To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

2.7.5.2 To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with this Conservation Easement.

2.7.5.3 The District may enforce the terms of this Conservation Easement at its discretion, but if Declarant breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by the District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Declarant or to any other person or entity, to enforce the provisions of this Conservation Easement.

2.7.6 Liability. Declarant will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Declarant's ownership of the Conservation Easement Areas. Neither Declarant nor any person or entity claiming by or through Declarant shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Areas.

2.7.7. Acts Beyond Declarant's Control. Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Declarant for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Declarant's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.

2.7.8 Amendment. The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

2.7.9 Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

2.8 Pasture Road Easement. Agricultural Lots 19A and 20A shall be subject to a non-exclusive easement in favor of the Association and Declarant for pedestrian, vehicular, and equestrian ingress and egress to and from Tract "C". This Pasture Road Easement shall be maintained by the Association.

2.9 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

Section 3. Architectural Control.

3.1 No buildings, barns, fences, mailboxes, walls, driveways, swimming pools, barbecue pits, landscaping, exterior lighting, dock, or other improvements other than those erected by Declarant shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, clearing, or tree removal be commenced or any exterior addition or modification be made to an existing structure until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") of the Association as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation, compliance with the provisions of this Declaration, and aesthetic qualities. Such approval shall be within the sole discretion of the Committee. Such plans shall be either approved or disapproved by the Committee within a reasonable period of time, and construction of approved improvements shall be completed within a period of six (6) months from date construction is begun or such longer time as may be approved by the Committee in its sole discretion. Construction of barns and other outbuildings may not be commenced on a Lot until after the permits

for the construction of the residence on such Lot have been issued and construction of the residence has commenced.

The initial Committee shall be composed of such agent or agents as may be appointed by the Declarant in its sole discretion. At such time as the Declarant ceases to be a Class B member of the Association, the members of the Committee shall be appointed by the Board of Directors of the Association.

3.2 The Committee shall have the following powers and duties:

3.2.1 To draft and adopt architectural planning criteria, standards and guidelines relative to architectural styles or details, and rules and regulations regarding the form and content of plans and specifications to be submitted for approval, all as the Committee may consider necessary or appropriate.

3.2.2 To require submission to the Committee of two (2) or more complete sets of preliminary and final plans and specifications for any buildings or structures of any kind, including, without limitation, any dwelling, barn, fence, wall, dock, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

3.2.3 To approve or disapprove any Proposed Improvement or change or modification thereto and to approve or disapprove any exterior additions, changes, modifications or alterations to an existing improvement, including without limitation any change in the color of such improvement. During the time the Declarant is a Class B member determination by the Committee shall be final. Subsequent to the transfer of control of the Committee by the Declarant, any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final.

3.2.4 To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste, which can not be reduced to a simple list of measurable criteria. It is

possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

3.2.5 In the event any Proposed Improvement is changed, modified or altered without prior approval of the Committee, to require the Owner to restore the Proposed Improvement to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee. The Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

3.3 Any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Declarant and all other Owners harmless from any liability or damage to the Property and from expenses arising from any Proposed Improvement and such owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

3.4 The Committee is hereby authorized to make such charges for each submittal as it deems necessary to cover the cost of review of the plans and specifications.

Section 4. Use Restrictions.

4.1 Sizes. No Building Lot shall be used for any purpose except for those uses permitted by the P.R.D. No buildings other than one (1) single-family dwelling, not to exceed thirty five feet (35') in height, may be constructed on any one Building Lot. No dwelling that contains less than twenty-four hundred (2400) square feet of heated and cooled living area shall be permitted. Dwellings of more than one story must have a minimum of fourteen hundred (1400) square feet of heated and cooled ground floor area . All dwellings must have an attached enclosed garage with space for at least two (2) automobiles. All garage doors must be on the side or rear walls of a dwelling. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum square feet of ground floor living area and shall not be considered a part thereof for determining compliance with these size restrictions. All barns, garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. All yards, except for areas approved to be paved, shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence. No business or commercial buildings or equipment may be erected, kept or maintained on any Lot.

4.2 Setbacks. No part of any dwelling, including the garage, shall be constructed on any Building Lot within thirty feet (30') of the front property line or riding trail, or within fifteen feet (15') of any side property line. No part of any other type of structure shall be constructed on any Agricultural Lot within thirty feet (30') of the front property line or riding trail, and ten feet (10') of any side property line. A minimum distance of twenty feet (20') must be maintained between structures on all Lots. No part of any structure may encroach upon the fifty foot (50') undisturbed upland buffer designated on the plat. All setbacks shall be measured from the wall of the structure to the property line. A dwelling may be located upon a single-lot or on a combination of contiguous Lots and, in the latter case, the setback lines shall apply to the most exterior Lot lines of the combined contiguous Lots. Eaves and cornices of any structure may project beyond the setbacks established herein. Accessory uses, including but not limited to pools, spas, and patios shall be set back a minimum of five feet (5') from all property lines. All residences must be constructed within the development area designated in the P.R.D.

4.3 Agricultural Lots. The Agricultural Lots may be used for pastures, barns, paddocks, and related uses. Barns shall not exceed thirty five feet (35') in height.

4.4 Buffers. The Building Lots shall be subject to the following buffer areas, as more fully described in the P.R.D.:

4.4.1 A fifty foot (50') wide undisturbed upland buffer shall be maintained along the jurisdictional wetland line along Pellicer Creek and Cracker Branch. No improvements may be constructed within this buffer.

4.4.2 A fifty foot (50') wide development buffer shall be maintained on each Building Lot as shown on the plat. This buffer may be used for residential yard purposes but not for residential buildings.

4.5 Vehicles. No boats or wheeled vehicles of any kind, including trailers, automobiles or campers, may be kept or parked on any Lot or driveway unless same are completely inside a garage or barn or parked on the rear of the Lot so that it is not visible from any road on the Property other than the Pasture Road. Notwithstanding the foregoing, private automobiles of the occupants and guests may be parked in the driveway on a Lot as long as they do not constitute a nuisance in the sole discretion of the Association. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes. No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or on a regular basis or for a continuous period of time in excess of twelve (12) hours. No motorized recreational vehicles, including without limitation all-terrain vehicles, go-carts, motorcycles, or dirt bikes, may be operated on the Property. This provision shall not be deemed to prohibit the reasonable operation of customary farm equipment, such as "mules," "gators," and tractors, on the Property provided they are operated at speeds that do not exceed 25 m.p.h.

4.6 Pets. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot except as permitted by this section or as otherwise approved by the Association. Dogs or cats may be kept provided such pets shall not exceed four (4) in the aggregate. If permitted by the applicable regulations and ordinances of St. Johns County, Florida, horses and ponies (but not donkeys, burros, or other equines) may be kept on a Lot provided the total number of horses and ponies shall not exceed three (3). All such animals shall be kept in strict accordance with this Declaration, the rules of the Association, and the regulations and ordinances of St. Johns County, Florida. For purposes of this section, combined contiguous Lots shall be deemed one Lot. No commercial boarding of horses or other animals is permitted on any Lot. If any animal becomes obnoxious or a nuisance, the person having control of the animal shall be given written notice by the Association to correct the problem. If not corrected, the Owner of the Lot on which the animal is kept, upon written notice, may be required to remove the animal from the Property.

4.7 Clotheslines. No portion of a Lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines are permitted.

4.8 Further subdivisions. Subject to the provisions of Section 4.2, no Lot or Lots shall be resubdivided.

4.9 Nuisances. No immoral, unlawful, noxious or offensive activity shall be carried on or upon the Property, nor shall anything be done thereon is or may become a nuisance to other Lot owners.

4.10 Temporary Structures. No structure of a temporary nature, character, tent, shack, garage, barn, trailer, camper or other similar outbuilding or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently.

4.11 Trash. No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. All trash containers shall be stored in a concealed space and not visible from the street within twelve (12) hours after scheduled pick-up by local waste removal service. No mining or excavating operations of any kind shall be permitted upon or in any Lot. The Owner of each Lot shall maintain his lawns, grounds, landscaping and that portion of the unpaved Common Road right-of-way abutting his Lot in a neat and orderly fashion free of rubbish, trash, garbage and all unsightly weeds and underbrush. Natural vegetation buffers are allowed if kept free of garbage, fallen trees and large fallen branches

4.12 Signs. No sign of any kind shall be displayed on any Lot or from the window of any residence except signs showing the Owners' names and number of residence, which must be approved by the Committee prior to installation. No "For Sale" or "For Rent" signs shall be allowed at any time.

4.13 Right of Entry. In the event any Owner fails to maintain his Lot in the manner required by Section 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner or in a neat and clean appearance, the Committee or the Board of Directors may, thirty (30) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass. Such expense shall be deemed a special assessment against the Owner of the Lot and may be collected by the Association in the manner specified in Section 7 hereof.

4.14 Satellite Dishes. No satellite dishes or radio or television antennae shall be installed unless same are screened from view on all sides. The Committee may waive this requirement to the extent necessary for signal reception. No satellite dish, radio or television antennae may be installed unless and until the location and screening has been approved by the Committee in accordance with Section 3. No television or radio antennae shall be permitted except as may be specifically approved by the Committee.

4.15 Tree Removal. No tree of a diameter in excess of eight inches (8") at a height of four feet (4') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees and the justifications for such tree removal. The Association may require any Owner who violates Section 4.15 above to replace trees removed without approval with trees of like kind and size within thirty (30) days after written demand by the Association. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in Section 7.1 hereof.

4.16 Air Conditioning Units. No window HVAC units may be placed in any window of or through a wall of a residence or barn.

4.17 Mailboxes. All mailboxes shall be designed and constructed in accordance with specifications promulgated by the Committee.

4.18 Wells. All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may be used for drinking, fire protection, irrigation, swimming pools, air conditioning, lawn watering, and barn use.

4.19 Sewage. All sewage shall be disposed of through private septic systems.

4.20 Conveyances of Agricultural Lots. No Agricultural Lot may be conveyed except as an appurtenance to the correspondingly numbered Building Lot (i.e., Agricultural Lot 1A is an appurtenance to Building Lot 1; Agricultural Lot 2A is an appurtenance to Building Lot 2, etc.), subject to the following exceptions:

4.20.1 An Agricultural Lot may be conveyed to the Homeowner's Association independent of its appurtenant Building Lot for use as Common Area; and

4.20.2 Subject to the approval of the Committee, the owner of an Agricultural Lot may convey up to fifty percent (50%) of his Agricultural Lot to the owner of a contiguous Agricultural Lot. Such approval shall be within the sole discretion of the Committee.

4.20.3 Agricultural Lot 8A shall not be an appurtenance to Building Lot 8 or any other Lot. Agricultural Lot 8A shall be conveyed initially to Declarant by Declarant, and may be owned and conveyed independent of any other Lot.

4.21 All Owners shall abide by the rules established from time to time by the Board of Directors pertaining to the use of the Common Area and Conservation Easement.

Section 5. Association Membership And Voting Rights.

5.1 Every Owner of a Building Lot, including Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Building Lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.1 Class "A" members shall be all Owners except the Declarant. Each Owner shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be members. The vote for such Building Lot shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any Building Lot.

5.2.2 Class "B" member shall be the Declarant, who shall be entitled to six (6) votes for each Building Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

5.2.2.1 Three (3) months after ninety percent (90%) of all Building Lots that will ultimately be operated by the Association have

been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Building Lot for the purpose of constructing improvements thereon for sale); or

5.2.2.2 Ten (10) years following the date of conveyance of the first Building Lot; or

5.2.2.3 At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Building Lots.

Section 6. Rights And Obligations of The Association.

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

6.2 The Association shall hold and own the Common Area and may acquire or dispose of all or part of it by sale, grant of easement or otherwise make agreements with respect to the Common Area subject to the restrictions and provisions of the Articles and By-Laws.

The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Area, and any other governmental liens which may be assessed against the Common Area, unless the taxes for such Common Area are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

6.3 The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System ("the System"). Maintenance of the System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District or other governmental agency having jurisdiction. The Association may enact reasonable rules and regulations with regard to the operation and use of the System. The System and all bulkheads, drains, and other improvements constructed or installed by the Declarant or Association to secure the System shall be Common Area. Any repair,

reconstruction, or modification of the System shall be as permitted or approved by the St. Johns River Water Management District.

6.4 The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

6.5 The Association shall manage and maintain the Common Area, including without limitation those parcels and easements owned by or dedicated to the Association on the plat of the Property, any mitigation and jurisdictional wetlands shown as a separate tract on any plat of the Property, the Surface Water or Stormwater Management System, the Common Roads, and all improvements located within the right-of-way of the Common Roads or on Common Area.

6.6 The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

6.7 The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonable necessary to effectuate any right or privilege granted herein.

6.8 The Association shall be responsible for the operation and maintenance of the portions of the Agricultural Lots lying within the Conservation Easement Area.

Section 7. Covenant for Maintenance Assessment.

7.1 The Declarant hereby covenants for each Lot, and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot (whether or not it shall be so expressed in his deed), to pay to the Association annual assessments and special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but shall not become the personal obligation of the successors in title of such person or persons unless expressly assumed by them. In the case of an Agricultural Lot that has been divided in accordance with Section 4.20.2, the assessment levied against such Lot shall be apportioned between the owners of the Lot in accordance with each owner's proportionate share of the total square footage of the Lot.

7.2 The annual assessments levied by the Association shall be paid either in monthly, quarterly, or annual installments and used exclusively:

7.2.1 to promote the health, safety, welfare, and recreation of Owners of Lots in the Property;

7.2.2 for the improvement, maintenance, and repair of the Common Area, common landscaped areas, and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, including retention areas, drainage structures and drainage easements;

7.2.3 for the administration and expenses of the Association;

7.2.4 for the establishment of a maintenance, repair and reserve account for Common Area;

7.2.5 for the installation and maintenance of a guard house, gate system, street lighting and signage;

7.2.6 for payment of taxes and insurance on all Common Area;

and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation, or the By-Laws.

7.3 In addition to the annual and special assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, for collecting the cost of maintaining a Lot as authorized by Section 4.13, or for such other purposes as may be approved by the members of the Association in the manner set forth in this paragraph. Any special assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

7.4 The annual assessments authorized herein shall commence upon substantial completion of the roads and utilities serving a Lot. The Board of Directors of the Association shall fix the amount of the annual assessment against each Building Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner.

7.5 Notwithstanding any provision to the contrary herein, while Declarant is a Class B member it shall be excused from payment of its share of the operating expenses and assessments

relating to its Lots provided it pays any expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association. The Declarant, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation under this paragraph.

7.6 The Association shall, on demand and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owned therefore.

7.7 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The assessment plus interest, a late fee not to exceed fifty dollars (\$50.00) for each assessment not paid within fifteen (15) days after the due date, and reasonable attorney's fees at the trial and appellate level shall become a continuing lien against the Lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record a claim of lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said claim of lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such claim of lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot or nonuse of the Common Area.

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

Section 8. General Provisions.

8.1 Enforcement of these restrictions by the Declarant, the Association, or any Owner shall be by proceedings against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and court costs at all levels of the proceeding.

8.2 The St. Johns River Water Management District or other governmental agency having jurisdiction shall also have the right to enforce, by a proceeding at law or in equity, the provisions

contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

8.3 Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.4 Any failure of the Declarant, the Association, or Owners, their successors or assigns to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8.5 The Declarant reserves and shall have the sole right:

8.5.1 to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

8.5.2 to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determine such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot; and

8.5.3 to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property.

8.6 In addition to the rights of the Declarant provided for in Section 8.5 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration and, so long as the Declarant holds at least one (1) Lot for sale in the ordinary course of business, with the consent of Declarant, may amend or alter this Declaration or any part thereof.

8.7 Any amendment to the Declaration which alters the Surface Water or Stormwater Management System from its original condition must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

8.8 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Owner, the Association, the holder of a mortgage or lien affecting the Property, or any other person. The Owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, restrictions, rules, regulations and By-laws in the same manner and to the same extent as the original Lot Owners.

the joinder or consent of any Owner, the Association, the holder of a mortgage or lien affecting the Property, or any other person. The Owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, restrictions, rules, regulations and By-laws in the same manner and to the same extent as the original Lot Owners.

8.9 Notwithstanding any other term or condition contained in this Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale of Lots including, but not limited to, the right to maintain model homes, have signs, and locate a sales trailer on the Property.

8.10 In the event of any conflict among this Declaration, the Articles of Incorporation or By-Laws, the provisions of this Declaration shall control.

8.11 All rights reserved herein to the Declarant shall be fully assignable and transferable.

8.12 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2034. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of the Lots.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 28 day of January, 2004.

Signed, sealed and delivered in the presence of:

W. Frank DiMare

Witness: W. Frank DiMare
(type or print name)

Lewis E. Wadsworth III

Lewis E. Wadsworth III

John D. Bailey Jr.
Witness: John D. Bailey Jr.
(type or print name)

John D. Bailey Jr
Witness: JOHN D. BAILEY JR
(type or print name)

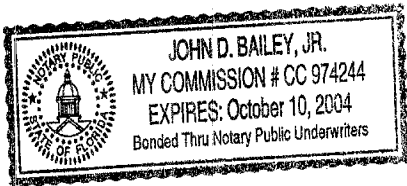
Lynette Wadsworth
Lynette Wadsworth

W. Frank Dimare
Witness: W. FRANK DIMARE
(type or print name)

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 28 day of January, 2004, by Lewis E. Wadsworth III, who () is personally known to me or () has produced Florida driver's license number _____ as identification.

John D. Bailey Jr
Notary Public



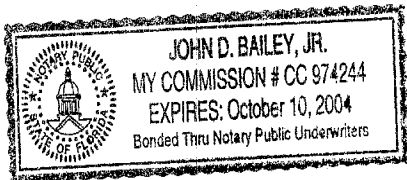
COPY

(Name of Notary Typed/Printed/Stamped)
Commission Number: _____
Commission Expires: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 28 day of January, 2004, by Lynette Wadsworth, who () is personally known to me or () has produced Florida driver's license number _____ as identification.

John D. Bailey Jr
Notary Public



(Name of Notary Typed/Printed/Stamped)
Commission Number: _____
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN O.R. BOOK 776, PAGE 333 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND LYING IN SECTIONS 4, 5, 8 AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 204 (NOW COUNTY ROAD 204), A 100.00 FOOT WIDE RIGHT-OF-WAY, WITH THE EAST LINE OF SAID SECTION 5; THENCE N85°30'01"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 344.84 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN O.R. BOOK 419, PAGE 710; THENCE S07°53'53"E A DISTANCE OF 1,337.70 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R. BOOK 419, PAGE 710, THE NORTH LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 1051, PAGE 684 AND THE SOUTH LINE OF SAID SECTION 4; THENCE S89°38'10"W, ALONG SAID NORTH LINE, A DISTANCE OF 511.04 FEET TO THE EASTERLY LINE OF SAID SECTION 47; THENCE S31°45'23"E ALONG SAID EAST LINE OF SAID SECTION 47 A DISTANCE OF 1,705.98 FEET MORE OR LESS TO THE CENTERLINE OF PELLICER CREEK AND THE SOUTHERLY BOUNDARY OF ST. JOHNS COUNTY; THENCE WESTERLY ALONG SAID CENTERLINE OF PELLICER CREEK AND THE SOUTHERLY BOUNDARY OF ST. JOHNS COUNTY, A DISTANCE OF 4,221 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN O.R. BOOK 1058, PAGE 559; THENCE N90°00'00"E ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 1575.14 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R. BOOK 1197, PAGE 532; THENCE N85°30'01"E ALONG THE SOUTH LINE OF SAID LANDS AND THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1197, PAGE 528, A DISTANCE OF 1,000.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN O.R. BOOK 1197, PAGE 528; THENCE N00°00'00"E ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 873.89 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 204 (NOW COUNTY ROAD 204) A DISTANCE OF 1,496.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 171.03 ACRES MORE OR LESS

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of DOUBLE BRIDGES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on October 13, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000295377. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N03000008897.

Authentication Code: 503A00055879-101403-N03000008897-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fourteenth day of October, 2003



Glenda E. Hood
Glenda E. Hood
Secretary of State

Audit No. H03000295377 3

**ARTICLES OF INCORPORATION OF
DOUBLE BRIDGES HOMEOWNERS' ASSOCIATION, INC.,
a Corporation Not-for-Profit**

The undersigned natural person competent to contract, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, does hereby adopt the following Articles of Incorporation:

ARTICLE I: NAME

The name of the corporation shall be DOUBLE BRIDGES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II: PURPOSE

The purpose for which this corporation is organized is to provide for maintenance, preservation and architectural control of the Lots and Common Area pursuant to Chapter 720, Florida Statutes, within that certain parcel of real property described on Exhibit A attached hereto ("the Property") and to promote the health, safety and welfare of the residents within the above-described Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose. In furtherance of such purpose, the Association shall have power to:

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A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Double Bridges ("the Declaration") as same may be amended from time to time.

B. Fix, levy, collect and enforce payment of all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the Property of the Association and the expense of maintaining and repairing the surface water or stormwater management system described in subsection h.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such terms and conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless consent to in writing by two-thirds (2/3) of each class of members.

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F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes and annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members unless otherwise authorized by the Declaration.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

H. Operate and manage the Surface Water or Stormwater Management System ("the System") in a manner consistent with the St. Johns River Water Management District permit No. 4-109-82540-1 and applicable District rules and regulation; assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the System; and contract for services for the operation and maintenance of the System.

ARTICLE III: MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (including contract sellers but excluding persons or entities holding title merely as security for performance of an obligation) which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE IV: CLASSES OF MEMBERSHIP

A. Class A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration). Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot owned by a Class A member.

B. Class B. The Class B member(s) shall be the Declarant, who shall be entitled to six (6) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale); or
2. Ten (10) years following the date of conveyance of the first Lot; or
3. At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

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Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property.

ARTICLE V: EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall have perpetual existence.

ARTICLE VI: SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is Lewis E. Wadsworth III, 200 Dark Horse Lane, Hastings, Florida 32145.

ARTICLE VII: BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by Declarant. After the sale of the first lot, the Board shall consist of no fewer than three (3) nor more than seven (7) members and the Directors shall be elected as provided in the By-Laws. After Class B membership ceases as provided in Article IV, only owners of Lots may be Directors or officers. The Declarant may appoint or elect non-owners while Class B membership exists. The number of Directors may be changed by amendment

of the Bylaws of the Association. The name and address of the persons who shall serve as the initial Board of Directors until the selection of their successors are:

Lewis E. Wadsworth III, 200 Dark Horse Lane, Hastings, Florida 32145

Frank DiMare, 3545 Highway US 1 South, St. Augustine, Florida 32086

Lynette Wadsworth, 200 Dark Horse Lane, Hastings, Florida 32145

ARTICLE VIII: DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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 was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and maintained by an entity acceptable to the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX: AMENDMENT

A. Amendments to the Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting. Any amendment which alters the Surface Water or Stormwater Management System from its original condition must receive the approval of the St. Johns River Water Management District.

B. The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting by a person or by proxy, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X: INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any 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 or her being or having been a director or officer of the Association, or by reason of his or her serving or having

served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct, indemnification shall apply only when the Board of Directors approves the settlement and/or reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

ARTICLE XI: OFFICES AND AGENT

The street address and mailing address of the principal office of the corporation is 200 Dark Horse Lane, Hastings, Florida 32145. The initial registered office of the corporation is 780 N. Ponce de Leon Boulevard, St. Augustine, Florida 32084, and the registered agent at such address is Katherine G. Jones.

Lewis E. Wadsworth III
Lewis E. Wadsworth III
Subscriber/Incorporator

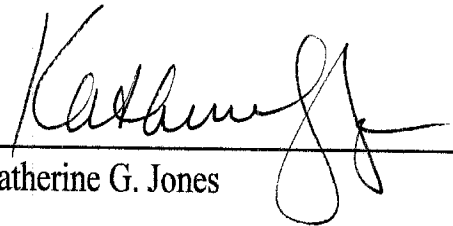
STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 7 day of OCTOBER 2003, by Lewis E. Wadsworth III, who () is personally known to me or () has produced Florida driver's license number _____ as identification.

[Signature]
Notary Public

ACCEPTANCE BY REGISTERED AGENT

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.



Katherine G. Jones

COPY

This Instrument Prepared By:
 Katherine G. Jones
 Upchurch, Bailey and Upchurch, P.A.
 Post Office Drawer 3007
 St. Augustine, Florida 32085-3007
 FN: 6-02-191

BY-LAWS OF
DOUBLE BRIDGES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I: NAME AND LOCATION

The name of the corporation is Double Bridges Homeowners' Association, Inc. ("Association"). The principal office of the corporation shall be located at 200 Dark Horse Lane, Hastings, Florida 32145, but meetings of Members and Directors may be held at such places within the State of Florida, County of St. Johns, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

Capitalized words and phrases in these Bylaws shall have the meanings set forth in the Declaration of Covenants and Restrictions of Double Bridges recorded in the public records of St. Johns County, Florida.

ARTICLE III: MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on a day designed by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be dated, state the date, time and place of the meeting for which it was given, be signed by the authorized person executing the proxy and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V: BOARD OF DIRECTORS: NUMBER AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. Prior to the sale of the first Lot, the Board of Directors shall consist of one Director appointed by Declarant. Thereafter, the Board of Directors shall consist of no fewer three (3) nor more than five (7) members. After Class B membership ceases, each member of the Board shall be a Member of the Association.

Section 2. Term of Office. At the first annual meeting and at each annual meeting thereafter, the Members shall elect Directors to hold office until the next succeeding annual meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association in the manner specified in Section 617.0808, Florida Statutes (2002), as amended from time to time. In the event of death, resignation or removal of a Director, his successor shall be selected at the same meeting by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members until such time as Class B membership ceases. After Class B membership ceases, nominations shall be made from among Members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI: MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than quarterly after not less than seven (7) days notice to each director.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Notices of Board Meetings. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

1.1 adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, and impose reasonable fees for the use of the Common Area;

1.2 suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

1.3 exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

1.4 declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

1.5 employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

1.6 levy reasonable fines against any Member or any tenant, guest or invitee for failure to comply with Chapter 720, the governing documents of the Association, or the rules of the Association in accordance with Section 720.305(2), Florida Statutes (2002), as amended from time to time.

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

2.1 cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A Members who are entitled to vote:

2.2 supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

2.3 as more fully provided in the Declaration, to:

2.3.1 fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2.3.2 send written notice of each assessment to every Owner subject hereto at least fifteen (15) days in advance of each annual assessment period; and

2.3.3 foreclose the lien against any Lot on which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

2.3.4 issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the

Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

2.3.5 procure and maintain adequate liability, hazard and if required, flood insurance on property owned by the Association;

2.3.6 cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

2.3.7 cause the Common Area to be maintained.

ARTICLE VIII: OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The Office of Secretary/ Treasurer may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section Four of this Article.

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

8.1 President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

8.3 Secretary/Treasurer. The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers

requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX: COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws and an Architectural Control Committee at such time and in the manner specified in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X: BOOKS AND RECORDS

The books, records and papers of the Association, shall be subject to inspection by any Member as provided by Section 720.303(5), Florida Statutes (2002), as amended from time to time. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI: ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, as defined in the Declaration which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. In addition, the Board may, from time to time, establish and charge a late fee for handling delinquent assessments. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, late fees and costs and reasonable attorney's fees incurred in bringing any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

ARTICLE XII: CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Double Bridges Homeowners' Association of St. Augustine, Inc.

ARTICLE XIII: AMENDMENTS

Section 1. These By-Laws may be amended, at any regular meeting of the Members, or special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of each class of Members existing at the time of and present in person or by proxy, at such meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV: MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Double Bridges Homeowners' Association, Inc., have hereunto set our hands this 1 day of OCTOBER, 2003.

Lewis E. Wadsworth III
Lewis E. Wadsworth III

Lynette Wadsworth
Lynette Wadsworth

Frank DiMare
Frank DiMare

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 1st day of Oct., 2003, by Lewis E. Wadsworth III, who () is personally known to me.

COPY

Bonnie A. Garrison
Notary Public
Notary Public, State of Florida
My comm. expires July 4, 2007
Comm. No. DD 218800

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 1st day of Oct., 2003, by Lynette Wadsworth, who () is personally known to me.

Bonnie A. Garrison
Notary Public
Notary Public, State of Florida
My comm. expires July 4, 2007
Comm. No. DD 218800

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 1st day of Oct., 2003, by Frank DiMare, who () is personally known to me.

Bonnie A. Garrison
Notary Public
Notary Public, State of Florida
My comm. expires July 4, 2007
Comm. No. DD 218800

CERTIFICATE

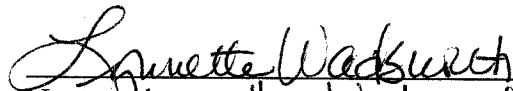
I, the undersigned, do hereby certify:

That I am the duly appointed acting secretary for Double Bridges Homeowners' Association, Inc., a Florida non-profit corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors, held on October 7, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 7 day of OCTOBER, 2003.

(SEAL)


Name: Lynette Wadsworth
Acting Secretary

COPY