

**ASSOCIATION BYLAWS  
FOR THE  
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I - DEFINITIONS**

1. "Articles of Incorporation" shall mean the Articles of Incorporation of the St. James Bay Property Owners' Association, Inc.
2. "Bay Facility" means that property shown on Exhibit B as "Homeowner's Recreational Facility." The Bay Facility is for the enjoyment of all Owners of Lots in the Subdivision
3. "Board" shall mean the Board of Directors of the St. James Bay Property Owners' Association, Inc. (the "Master Association").
4. "Bylaws" shall mean and refer to this instrument and all its provisions and any amendments to the provisions of these Bylaws that are from time to time adopted under the provisions of this Bylaws.
5. "Common Area" shall mean any land and facilities that the Master Association owns or maintains, including, but not limited to, Wildlife Habitat Areas, the Bay Facility, and any easements for drainage and stormwater treatment facilities reserved to the Master Association. Common Area does not include the land or facilities that are part of the St. James Bay Golf Club as shown on Exhibit E as "Golf Course," its successors and/or assigns, the area designated as "General Utility Area" shown on the northwest portion of the Property as shown on Exhibit B, or the area designated as "Commercial Area" shown on Exhibit B. However, Declarant may, at its sole discretion, designate the area shown on Exhibit B as General Utility Area as Common Area at a later date.
6. "Covenants and Restrictions" shall mean all the provisions of these Bylaws and the provisions of the Declaration of the St. James Bay Land Use Covenants as each is from time to time amended.
7. "Declarant" shall mean and refer to Carabelle Properties Limited, a Texas limited partnership, the owner of the Property described in Exhibit A, which is authorized to do business in the State of Florida, or Carabelle Properties Limited's successors and/or assigns.
8. "Declaration of the St. James Bay Land Use Covenants" shall mean that instrument of that name, shown as Exhibit D hereto, recorded in the Public Records of Franklin County, Florida as adopted by Declarant and as amended from time to time by Declarant and/or the Board.
9. "Easement" and/or "Easements" shall mean the easements described herein as well as the easements shown on the Plat recorded in Plat Book \_\_\_\_, Page \_\_\_\_\_ of the Public Records of Franklin County, Florida and any easements that may be filed from time to time with the filing of plats for the various phases of the St. James Development. Declarant may grant such

easements as it deems necessary for the development and efficient operation of the Subdivision, including, but not limited to, cart path easements and “flyway” easements across the wetlands for the Golf Club.

10. “Garden Home Lot” for purposes of these covenants shall mean that portion of the Property described in Exhibit B as “Garden Homes” and designated as Blocks J, K, L, M and T as shown on Exhibit B and divided into single family residential parcels for sale by the Declarant to the general public. The plat of the Subdivision will be recorded in the Public Records of Franklin County, Florida; such plat may be filed in several phases. Each individual single family residential parcel that is located in the blocks covered by this paragraph shall be known as a “Garden Home Lot.” Declarant reserves the right to designate Block T in any later phase as Single Family Homes.
11. “Golf Club” means any land or facilities that are a part of the Property designated as Golf Course on Exhibit E including but not limited to any Wildlife Habitat Areas, Easements, and drainage or retention areas that are reserved to the St. James Bay Golf Club. These areas are not a part of the Common Area of the Master Association. However, St. James Bay Golf Club shall be a Member of the Master Association, but only to the extent set out in Articles II and Article III of these Bylaws for voting and assessment purposes.
12. “Garden Home Association” shall mean the St. James Bay Garden Home Property Owners Association, Inc., a Florida not-for-profit corporation, an association which may be established to cover the use and enjoyment of those Lots initially set out as Garden Homes on the Master Plan as shown on Exhibit B.
13. “Improvement” and/or “Improvements” shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines, and any other structure of any type or kind. Improvements to be placed on any Single Family Lot or Garden Home Lot require the prior written approval of the SJBARB as herein defined. Improvements on that portion of the Property containing Units and defined as Block U on Exhibit B shall not require SJBARB approval.
14. “Living Area” shall mean those heated and air-conditioned areas that are finished out as a living area and shall not include garages, attics, carports, porches, patios, or storage areas.
15. “Lot” for the purposes of these Bylaws, unless herein specifically stated otherwise, shall mean collectively Single Family Lots, Garden Home Lots, and Units and the improvements thereon.
16. “Maintenance,” “Maintain,” or “Maintained” shall mean the exercise of reasonable care to keep the lakes, Wildlife Habitat Areas, landscaping, drainage, stormwater treatment facilities, streets not dedicated to a public entity for maintenance, and other related improvements in good and functioning condition.
17. “Master Association” shall mean the St. James Bay Property Owners Association, Inc. a Florida not-for-profit corporation, which governs the use and enjoyment of the Property,

other than that designated as “General Utility Area” and “Commercial Area” on Exhibit B and other than the Golf Club except as specifically set out in these Bylaws and/or the St. James Bay Land Use Covenants.

18. “Member” shall mean every person or entity that holds membership in the Master Association.
19. “Multi-Family Association” shall mean the St. James Bay Multi-Family Association, Inc., a Florida not-for-profit corporation, which will govern the use and enjoyment of those Units located on Block U, as shown on the Plat, as shown on Exhibit B.
20. “Owner” shall mean the record owner, whether one or more persons or entities, or one holding a legal or beneficial interest in a Lot at St. James Bay Development, but shall not include those holding title to a Lot, or an interest therein, as security for the performance of an obligation. However, those holding title as security for the performance of an obligation shall do nothing that would violate the provisions of these Bylaws or the Land Use Covenants.
21. “Plat” shall mean that property plat, as platted in compliance with the designations and configurations shown on Exhibit B and in a configuration as it is from time to time filed in the Public Records of Franklin County, Florida as St. James Bay land use plan. Configuration of the Blocks and Lots on such Plat shall be filed in the Public Records of Franklin County, Florida in phases, Phase I Blocks and Lots shown in Exhibit C.
22. “Property” shall mean all of the land described in Exhibit A.
23. “Set Back Lines” shall mean the distances set out herein that any structure must be from the various property lines on the Single Family Lots and Garden Home Lots.
24. “Single Family Association” shall mean the St. James Bay Single Family Property Owners Association, Inc., a Florida not-for-profit corporation, an association which may be established to cover the use and enjoyment of those Lots initially set out as Single Family Homes on the Master Plan as shown on Exhibit B.
25. “Single Family Lot” for purposes of these covenants shall mean that portion of the Property shown on Exhibit B as “Single Family Homes” and designated as Blocks A, B, C, D, E, F, G, H, I, N, O, P, Q, R and S on the Master Plan as shown in Exhibit B and divided into single family residential parcels for sale by the Declarant to the general public. The Plat of the Subdivision will be recorded in the Public Records of Franklin County, Florida. Each individual single family residential parcel that is located in the blocks referred to above in this paragraph shall be known as a “Single Family Lot.” Declarant reserves the right to designate Blocks P, Q, and R, all, one, or any combination of them, in any later phase as Garden Homes.

26. "SJBARB" shall mean the St. James Bay Architectural Review Board as set up in these Bylaws.
27. "St. James Bay Land Use Covenants" or "Land Use Covenants" shall mean those covenants attached as Exhibit D to these Bylaws and recorded in the Public Records of Franklin County, Florida as they are from time to time amended.
28. "St. James Bay Development" shall mean the entire approximately 378 acres described in Exhibit A as shown on the Plat attached as Exhibit B and with all the designations shown thereon.
29. "Subdivision" shall mean all the Property known as St. James Bay, other than that property designated as "Commercial Area" and "General Utility Area" as shown on Exhibit B and the Golf Course as set forth on Exhibit E, and as divided into Lots and Blocks, the first phase Blocks shown on Exhibit C and as shown on the Plat filed in the Public Records of Franklin County, Florida as they are from time to time recorded. The Plat of Lots in the Subdivisions will be filed in phases.
31. "Unit" for the purposes of these Bylaws shall mean that portion of the Property shown on Exhibit B and designated as Block U on said Exhibit B and built, or to be built, as a multi-family facility and divided into separate single family units for sale or lease by the Declarant, its successors and/or assigns to the general public. The Declaration of Units will be recorded in the Public Records of Franklin County, Florida. Each individual single family residential parcel that is located on said Block U shall be known as a "Unit."

## ARTICLE II- MASTER ASSOCIATION

**Section 1 - General Provisions** – Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create an agency which has the power to:

- a. Maintain and administer the Common Areas;
- b. administer and enforce the covenants and restrictions set forth herein and in the Land Use Covenants;
- c. collect and disburse the assessments and charges hereinafter established; and
- d. promote the common interest of the Members of the Master Association .

Declarant has duly incorporated in the State of Florida the St. James Bay Property Owners Association, Inc., a non-profit corporation (Master Association). The Master Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include but are not limited to Maintenance of lakes, wildlife habitat areas, Common Areas (including the Bay Facility as shown and described on Exhibit B), Easements and other amenities used in common by all of the Lot

owners. The Master Association may engage in any other activity or assume any responsibility that the Master Association may consider desirable to promote common interests of the Owners in St. James Bay Subdivision.

The Master Association shall operate and Maintain, for the use and benefit of the Members, all land and facilities owned by the Master Association. The Master Association shall be responsible for the perpetual Maintenance of the Common Areas within the Subdivision. This Maintenance and operation shall be funded by the collection of assessments and special assessments from the Members as set out in Article III of these Bylaws. Roads and rights-of-way, stormwater facilities, and easements, or portions of said roads and rights-of-way, stormwater facilities and easements and/or a combination thereof, may be dedicated to Franklin County or any other public or quasi-public authority at any time that Franklin County or other governmental or quasi governmental authority agrees to take over the maintenance and operation of the roads and rights-of-way, stormwater facilities, and/or easements or portions and/or combination thereof, at Franklin County's or other public or quasi-public authority's expense.

**Section 2 - Membership in the Master Association** – Any person who owns a Lot within the Subdivision shall automatically be a Member of the Master Association; provided, however, that where any Lot is owned by more than one person or entity, one of the Owners shall be designated to cast the vote on matters that come before the Master Association of behalf of all the Owners of the Lot, and shall register such designation with the Master Association in writing which will bind said Owners until such designation is changed, in writing, and delivered to the Master Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation, and shall register such designation with the Master Association in writing, which will bind such corporation or partnership until such designation is changed in writing and delivered to the Master Association. The owner of the Golf Club, its successors and/or assigns, shall also be a Member of the Master Association and shall be deemed to hold ten (10) Class A memberships, as herein defined, for the purpose of voting on any issue brought before the Members of the Master Association for a vote, including, but not by way of limitation, any assessment or special assessment to be levied by the Master Association. No Member described by these Bylaws may renounce his membership or withdraw from the Master Association unless the Lot which is the subject of the membership is sold and the membership is passed to the new Owner.

**Section 3 - Board of Directors** – The Association business shall be administered by a Board. The initial Board shall be appointed by the Declarant. The members of the Board elected subsequent to the initial Board shall be elected, in accordance with Article IV of the Articles of Incorporation, within three months after the first lot of the Subdivision is closed; as set out in said Article IV, the Declarant shall elect a majority of the members of the Board until ninety percent (90%) of all Lots in the Subdivision have been closed. The Board, for the benefit of the Master Association and it's Members shall provide and pay for, out of the assessment funds, and shall have the power and duty to provide and act upon, but not limited to, the following items:

- a. Care, preservation and Maintenance of the Common Area and the furnishing and upkeep of any desired personal property for use in or on the Common Area;

- b. Trash and garbage collection service as needed for the Subdivision;
- c. Security arrangements if required by the Master Association;
- d. Taxes, insurance, and utilities of all kinds which pertain to the Common Areas only;
- e. The services of any person or firm (herein after known as “Manager”), including the Declarant and any affiliates of the Declarant, to manage the Master Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Master Association, whether such personnel are employed directly by the Board or by the Manager;
- f. Legal and accounting services;
- g. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of these Bylaws or the Articles of Incorporation or which in the Board’s opinion shall be necessary or proper for the operation or protection of the Master Association or for the enforcement of these Bylaws or the Articles of Incorporation;
- h. To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Master Association;
- i. To enter into agreements or contracts with insurance companies, taxing authorities, the holders of first mortgage liens on the individual Lots and utility companies with respect to: (i) any taxes on the Common Areas; (ii) insurance coverage (if any) on Common Areas, as either or both relate to the assessment, collection and disbursement process envisioned by Article III herein; and (iii) utility installation, consumption, and service matters;
- j. To borrow funds (including, without limitation, the borrowing of funds from the Declarant and/or its affiliates and/or its assigns) to pay costs of operation, secured by such assets of the Master Association as deemed appropriate by the lender and the Master Association;
- k. To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Master Association;
- l. To protect and defend the Common Areas from loss and damage by suit or otherwise, to sue or defend in any court of law on behalf of the Master Association;
- m. To provide for the Master Association adequate reserves for repair and replacements;

- n. To make reasonable rules and regulations for the operation of the Common Areas and to amend those rules and regulations from time to time;
- o. To make available to each Owner within ninety (90) days after the end of each fiscal year an annual financial report;
- p. To enforce the Covenants and Restrictions and any amendments thereto and any rules and provisions made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules;
- q. To pay rent to Declarant, or any other entity or person, for offices or office space for the employees and/or managers of the Master Association or the SJBARB at such location, or locations, as designated by the Board.

**Section 4 - Number of Directors** – The Board shall consist of seven members elected by the Members having votes as set out in Section 6, of this Article II of these Bylaws. There shall be at least one member representing the Owner of a Single Family Lot, at least one member representing the Owner of a Garden Home Lot, at least one member representing the owner of the Golf Course, and at least one member representing the Owner of a Unit (when the improvements on Block U are completed). In accordance with the Articles of Incorporation, the Declarant shall elect a majority of the members the Board until such time as 90% of the Lots in the Subdivision are closed. On the initial Board four of the members of the Board will be elected to a two year term and three of the members of the Board will be elected to a one year term; thereafter, each member of the Board will be elected for a two year term.

**Section 5 - Liability Limitations** – Neither any Member nor the directors and officers of the Master Association shall be personally liable for debts contracted for or otherwise incurred by the Master Association or for any torts committed by or on behalf of the Master Association or for a tort of another Member and/or Members whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Master Association, the members of its Board, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof or for failure to repair or maintain the same. The Declarant, the Master Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance or any premises, improvements or portion thereof.

**Section 6 - Voting Rights** – The Master Association shall have two classes of voting members as follows:

“Class A” – Class A Members shall be all Owners with the exception of Declarant, and each Class A Member shall be entitled to one vote for each Lot owned. The owner of the Golf Club shall be entitled to (10) votes and will be treated as being Owner of 10 Lots for purposes of voting on any action being brought before the Members of the Master Association that requires a vote of the Members.

“Class B” – Class B Member shall be the Declarant or its successors and/or assigns who shall be entitled to exercise two votes for each Lot owned. Until the final plat is filed, including that covering the individual Units on Block U as shown on Exhibit B, the number of lots deemed to be owned by the Declarant shall be 525 less the number of Lots purchased and closed by Owners other than Declarant. The Class B membership shall cease and be converted to Class A membership when ninety (90%) of the Lots are owned by persons or entities other than Declarant.

No Member shall be entitled to vote unless such Member has fully paid all assessments as provided for herein as shown by the books of the Master Association.

**Section 7 - Annual Meeting of Members** – There shall be an annual meeting of the Members of the Master Association. The Board shall cause notice of the time, place, and subject matter of all meetings shall be given to each Member by mailing to such Member or to the individual representative designated by such Member at the address given by such Member to the Master Association. If any Member shall fail to give an address to the Master Association for the mailing of notices, all notices shall be sent to the last address given to the Master Association by such Member, and such Member shall be deemed to have been given notice of any such meeting irrespective of actual receipt thereof.

**Section 8 - Proxies** –At any meeting of the Members, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Master Association at or before the appointed time of each meeting of the Members.

**Section 9 - Quorum** – Except as otherwise provided by statute or these Bylaws, the presence in person or by proxy of more than 50% of the percentage of ownership of the Members qualified to vote shall constitute a quorum for holding any meeting of the Members. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present, in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted at the meeting as originally notified.

**Section 10 - Cumulative Voting Prohibited** – At all meeting of the Members, cumulative voting shall not be permitted.

**Section 11 - Vote Needed for Action** – When a quorum is present at any meeting of the Master Association, the vote of more than 50 percent of the percentage of Members qualified to vote and present, in person or by proxy, at such meeting shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by express provision of the statutes or these Bylaws, in which case such express provision shall govern. The Members present in person or by proxy at a duly convened meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum.



**Section 12 - Books of Account** – The Master Association shall keep detailed books of account showing all expenditures and receipts of the administration of those elements of the Subdivision which it is charged with operating, including, but not limited to, expenses for the Maintenance and repair of the Common Area and any other expenses incurred by or on behalf of the Master Association and the Members. Such books shall be open for inspection by the Members during reasonable working hours on weekdays and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration of the Master Association.

### ARTICLE III – ASSESSMENTS

**Section 1 - Creation of Lien and Owner’s Obligation** – Each Owner of a Lot within the Subdivision by acceptance of a deed to the Lot, which acceptance shall be deemed to have occurred upon the recordation of the said deed in the Public Records of Franklin County, Florida, whether or not it is expressed in the deed or other conveyance, covenants and agrees to pay to the Master Association annual assessments and special assessments to be fixed, established, and collected from time to time as herein provided. The annual and special assessments, together with any interest which may accrue thereon, and costs of collection as provided for herein, shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided, shall also be a personal and perpetual obligation of the person who is the record Owner of the Lot at the time when the assessment becomes due.

**Section 2 - Purpose of the Assessment** – The assessments levied by the Master Association shall generally be used for the purpose of promoting the recreation, health, safety, and welfare of the Subdivision and the Members of Master Association. Specifically, but without limitation, the assessments shall be used for the improvement and Maintenance of all Common Areas within the Subdivision including, but not limited to, the payment of taxes, insurance, repair, or Maintenance. This repair and Maintenance shall include, but not be limited to any utilities, lighting or roads not maintained by Franklin County, Florida, a separate utility company, or municipality. This shall not include any equipment or property on the grounds owned by Golf Club.

**Section 3 - Annual Assessments** – The Board shall establish in advance of each fiscal year of the Master Association an annual budget of all Master Association expenses for the forthcoming year which may be required for the proper operation, management and Maintenance of the Common Areas, including a reasonable allowance for contingencies and reserves. Until adjusted by the Board, the annual assessment per Lot shall be four hundred eighty dollars (\$480). The annual assessment may be increased or decreased by the Board not more frequently than every twelve months; provided however, that the annual assessment shall not be increased by more than ten percent per year per Lot unless approval is obtained by the Members of the Master Association in accordance with Section 5 below. The initial assessment assumes five hundred twenty-five (525) total Lots. The total Lots sharing the total assessment may be increased, but shall not be less than four hundred seventy-five (475) Lots.

**Section 4 - Payment of Assessment** – Each Member of the Master Association shall pay to the Master Association one twelfth (1/12) of its proportionate part of the annual assessment for the applicable twelve month period, on the first day of each month. The total number of Lots, that are finally filed in the Public Records of Franklin County, Florida, including the Units on Block U, plus 10 Lots for the Golf Club, shall be divided into the annual (and special assessment if one has been approved as called for herein) and the resulting number will be that amount owed by the Owner of each Lot for that annual or special assessment. The Golf Club shall pay an assessment as if it owned 10 Lots. Until such time as the final plat for the last phase of the Subdivision is filed in the Public Records of Franklin County, Florida, the total number of Lots will be considered to be 525.

**Section 5 - Change in Maximum Annual Assessments** – The Master Association may change the maximum amount of the annual assessment fixed by Section 3, above, prospectively for any annual period, provided that any such change shall be approved by the Class B Member and a majority of the Class A Members who are voting in person or by proxy at the annual Master Association meeting or at a special meeting duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty days in advance of said meeting. The notice shall set forth the time, place, and purpose of the meeting.

**Section 6 - Special Assessments** – In addition to the annual assessments authorized by Section 3, above, the Master Association may levy in any assessment year, a special assessment, approved at the annual Master Association meeting or at a special meeting duly called for that purpose. The purpose of the special assessment shall be to defray, in whole or in part, the cost of construction, reconstruction, unexpected repair and/or Maintenance of anything contained within the Common Areas, including any fixtures and personal property relating to the Common Area and extraordinary expenses of operation and/or Maintenance, provided that any such assessment shall have the consent of the Class B Member and a majority of the voters of Class A Members who are voting in person or by proxy at a meeting at which a special assessment is voted upon. Written notice of a meeting to propose special assessments shall be sent to all Members at least thirty days in advance of said meeting. The notice shall set forth the time, place, and purpose of the meeting. The resolution adopting such special assessment shall specify how the special assessment shall be paid, including but not limited to a lump sum(specifying when the lump sum shall be due), in four quarterly installments, or in twelve or more monthly installments.

**Section 7 - Effect of Nonpayment of Assessment** – Any assessment payment not paid within 10 days after the first date that such an assessment payment is due shall be declared delinquent, and shall be subject to a late fee as imposed by the Master Association. Any assessment not paid within 30 days after the date that such an assessment payment is due shall be declared in default and shall bear interest from the due date at the highest lawful rate. The Master Association may take action at law against the Owner obligated to pay the same, or may foreclose the lien against the subject Lot, or Lots, if any assessment payment, and interest and/or fees owed thereon, is not paid within 60 days after the date such an assessment payment is due. No Owner may avoid liability for assessment provided for herein by abandonment of its Lot.

**Section 8 - Assessment Liens** – The sale or transfer of a Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any conveyance to a mortgage lien holder in lieu thereof, shall extinguish the assessment lien as to the payments that may

have become due and unpaid in the four months immediately prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due. No sale, transfer, or foreclosure shall relieve an Owner of its personal liability for assessments that are due prior to such sale, transfer or foreclosure.

**Section 9 - Emergency Repairs** – Notwithstanding anything contained herein to the contrary, if the Declarant and/or Board reasonably determines that a situation has arisen that will cause harm and/or damage to the property of the Master Association, such as, but not limited to, damage from a hurricane or high wind, and that harm and/or damage will become worse or is a hazard to the persons or property if not acted upon immediately, the Declarant and/or Board may take whatever action is necessary to prevent the further harm or damage to the Master Association’s property. If the cost of this action exceeds that provided for in the annual budget, then that amount that exceeds the budget shall be treated as a special assessment and shall be collected as a special assessment on the terms set by the Board.

**Section 10 - Declarant Exemption** – Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of annual or special assessments against Lots owned by the Declarant and held for sale in the normal course of business; provided however, that this exemption shall not apply to Lots owned by Declarant upon which a dwelling unit has been constructed; and further provided that Declarant’s exemption from payment of annual or special assessments shall terminate upon termination of the Class B membership in the Master Association or upon Declarant’s written waiver of this section, whichever occurs first.

#### ARTICLE IV - LAND USE COVENANTS

Declarant shall initially file in the Public Records of Franklin County, Florida, a Declaration of the St. James Bay Land Use Covenants that shall control and restrict the use and enjoyment of the Subdivision. The initial Land Use Covenants shall be those set out in Exhibit D of these Bylaws.

**Section 1 - Amendment** – Except for rights preserved in the Declarant in the Land Use Covenants and/or these Bylaws and except where these Land Use Covenants and/or these Bylaws prohibit amendment, the Land Use Covenants may be amended by the Class B Member and a two-thirds vote of the Class A Lot Members, together with ratification by a majority of the members of the Board. An amendment may not in any way abrogate or impair the legal rights of prior purchasers of Lots. The aforementioned consent may be evidenced by a writing signed by the required number of Owners, or by an affirmative vote of the required number of Owners at any regular or special meeting of the Master Association called in accordance with the Bylaws and held in accordance with the Bylaws and evidenced by a certificate of the secretary or an assistant secretary of the Master Association. No amendment to the St. James Land Use Covenants may ever be made that would make the Commercial Area shown on Exhibit B subject to the St. James Land Use Covenants or expand the rights of the Master Association, in any way, over the Golf Course or the General Utility Area. Notwithstanding the provisions of this Section I, Article IV, Declarant, in its sole discretion, may, at any time, convey to the Master Association and designate the area shown as General Utility Area on Exhibit B, or any portion thereof, as Common Area; however, Declarant may never be required to convey the General Utility Area, or any portion thereof, to the Master Association.

**Section 2 - Scrivener's Errors and Nonmaterial Changes** – Amendments for corrections of scrivener's errors or other non-material changes may be made by Declarant alone until Declarant's Class B membership is terminated, and then by consent of the Board without the need for consent of the Owners.

**Section 3 - Limitations** – Notwithstanding anything to the contrary herein contained, no amendment to the St. James Bay Land Use Covenants shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under these Bylaws without the specific written approval of the affected party. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of an Owner or prejudice the rights of an Owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the Common Areas unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 1 of this Article IV.

**Section 4 - Effective Date of Amendments** – Any amendment to the Land Use Covenants shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Franklin County, Florida.

#### ARTICLE V – ARCHITECTURAL REVIEW BOARD

**Section 1 - Membership** – The Declarant and/or the Board shall appoint the members of SJBARB which shall initially consist of seven members. Each member shall serve for one year and thereafter until he is replaced by the Board. The Declarant and/or the Board shall use reasonable efforts to establish the SJBARB comprised of the following parties; provided, however, if one or more of such parties is unable or unwilling to serve, Declarant and/or the Board may appoint such other persons as are willing and able to serve.

- a. The Declarant or Declarant's designee – At such time as Declarant no longer wishes to serve and does not choose to appoint a designee or at such time as Declarant's Class B membership is converted to a Class A membership, the Board of Directors of the Master Association shall have the authority to make the appointment in Declarant's place.
- b. An architect or engineer
- c. A landscape architect or horticulturist
- d. A home builder
- e. A licensed real estate agent or broker
- f. A member who is an owner of a Single Family Lot; and
- g. A member who is an owner of a Garden Home Lot.

If the event a Multi-Family Association is formed, the SJBARB will be expanded to eight members, and the eighth member of the SJBARB will be appointed by the board of directors of the Multi-Family Association, and such appointee must be the Owner of a Unit.

Any member of the SJBARB may be removed at any time by a majority of the Board, except that the Declarant or its designee may not be removed as long as Declarant, its successors and/or assigns is a Class B Member. If the Member of the SJBARB that is removed is the Member appointed by the Multi-Family Association, the board of the Multi-Family Association shall appoint that Member's successor to the SJBARB that is acceptable to the Board.

The Declarant shall initially choose the members of the SJBARB. Within the budget constraints of the approved budget set by the Master Association, the Board shall have the authority, but shall not be required, to compensate the members of the SJBARB. If a particular member of the SJBARB is performing a service for the SJBARB as a hired consultant, that particular member may be compensated without compensating the other members of the SJBARB.

**Section 2 - No Construction Without Approval** – The SJBARB, in its sole and absolute discretion as to the harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality, may approve or disapprove any building, fence, structure, alteration, addition or Improvement of any kind, but such building, fence, structure, alteration, addition or Improvement must comply with all Covenants and Restrictions. No building, fence, structure, alteration, addition, or Improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed, or maintained upon any portion of Single Family Lot or Garden Home Lot unless and until the plans and specifications have been approved in writing by the SJBARB.

**Section 3 - Approval Procedures** – Any approval requested of the SJBARB shall be requested in writing and shall be submitted to the SJBARB at the principal office of the Master Association. Such request must be complete with architectural plans, plot plan, including a detailed plan for controlling sedimentation during construction, and landscape plan. If the SJBARB feels the plans are insufficient to enable the SJBARB to make a decision, it shall notify the applicant within fifteen days that no action will be taken until the insufficiency is corrected. In the event the SJBARB fails to approve or disapprove such plans and specifications within 30 days after complete plans are submitted in a form acceptable to the SJBARB, the applicant may request in writing expedited review that states the plans have been complete and no action has been taken for 30 days. If the SJBARB still fails to act on the request for expedited review within 10 days of receipt of the request for expedited review, approval shall be deemed to have been granted.

Within 10 days after completion of construction of any Improvement within the St. James Bay Development, the Owner thereof, its builder, or other agent for the Owner, shall give written notice to the SJBARB that the Improvement is complete and ready for inspection. Within 15 days after receipt of such notice, the SJBARB, or its agent, shall inspect the construction of Improvement and shall notify the Owner within 15 days after the inspection as to any defects or deficiencies that are found. This response from the SJBARB shall include a statement as to the corrections which should be made, if any, to render the construction of the Improvement in compliance with the approved

plans and specifications. The Owner shall be given a reasonable period of time to correct the deficiencies, after which time the SJBARB or its agent will once again inspect the construction of the Improvement. In the event the SJBARB fails to inspect the Improvement and notify the Owner as to the defects within 30 days after the notice of completion the Improvement will be deemed in compliance with the plans and specifications previously approved. No structure that is not approved, or deemed to be approved, by the SJBARB under the provisions of this Section of these Bylaws may be occupied until such time as the SJBARB so approves.

**Section 4 - Administration** – The SJBARB shall have the power to adopt rules and establish procedures not inconsistent with the provisions of these Bylaws, including but not limited to construction and development standards as may be deemed necessary to insure a quality development and to insure preservation of the aesthetic qualities of the St. James Bay Development. In addition, the SJBARB shall have the authority to set standards for the control of sedimentation and run-off during the clearing and construction of any Improvements on Lots within the Subdivision. The written request and submittal of plans and specifications required pursuant to Section 2, hereof, shall include but not be limited to a specific site plan; floor plans with elevations; necessary structures and features, including pool, deck plans, screen enclosures, mailboxes, fences, and other pertinent structures; driveway and sidewalk locations; specific grading and clearing with sedimentation and run-off control; and landscaping plan, color scheme, designating the precise color of all exterior surfaces and exterior material to be used. The SJBARB may disapprove a plan for lack of artistic style or aesthetic quality, or for any other reason in its sole and absolute discretion.

**Section 5 - Architectural Standards** – The SJBARB shall from time to time adopt and publish architectural guidelines. These shall include, among other guidelines, several paint colors and roof colors and materials that may be used in the Subdivision, and upon such adoption, these specifications will be automatically approved for use from and after the date of such action. Such architectural guidelines may be reviewed by the SJBARB from time to time and may be changed at any time by the SJBARB by publishing new architectural guidelines.

**Section 6 - Delegation of Authority** – With the approval of the Board and within the budget constraints of the approved budget set by the Master Association, the SJBARB may hire such clerical and professional help that it deems appropriate and delegate those duties it deems appropriate to those hired. If the SJBARB delegates any final decision making powers to those hired, it shall set up a procedure of appeal to the SJBARB of any decision made by those to whom the powers are delegated.

**Section 7 - Majority Rule** – A decision of the SJBARB may be made by a majority of its members. If not all members are able to be consulted on a submitted plan, then a decision may be reached by a majority of those members of the SJBARB that are available for consultation during the inspection period. Any member may be consulted and give his opinion by regular mail, phone, E mail or FAX.

**Section 8 - Fees** – The SJBARB may set a reasonable fee to cover the costs of examination and inspection of each individual Lot, said fee to be paid when the application for approval of improvements is filed with the SJBARB

**Section 9 - Multi-Family Home Units** – Nothing in this Article V shall be construed to apply to any Improvements placed on the Multi-Family section of the Subdivision shown on the Plat in Exhibit B as Block U.

**Section 10 - Commercial Area** – Nothing in this Article V shall be construed to apply to any Improvements placed on the area designated Commercial Property on the Plat on Exhibit B.

**Section 11 - Golf Club** – Nothing in this Article V shall be construed to apply to any Improvements placed on the area designated as Golf Course on the Plat shown on Exhibit E.

**Section 12 - General Utility Area** – Nothing in this Article V shall be construed to apply to any Improvements placed on the area designated as the General Utility Area on the Plat shown on Exhibit B.

## ARTICLE VI – COMMON AREAS

**Section 1 - Members' Easements of Enjoyment** – Subject to the provisions of Section 3 of this Article VI, every Member shall have a right and easement of enjoyment in and to the Common Areas of the St. James Bay Development, and such easement shall be appurtenant to and shall pass with the title to every Lot. This easement expressly excludes the Golf Course as shown on Exhibit E and the General Utility Area and the Commercial Area as set out on Exhibit B. That area owned or operated by the Golf Club as shown on Exhibit E, and that area shown as Commercial Area on Exhibit B shall never in any way be considered Common Area and the area designated as General Utility Area, or part thereof, shall only be Common Area if Declarant should at a later date designate it as Common Area by recording such designation in the Public Records of Franklin County, Florida.

**Section 2 - Title to Common Areas** – The Declarant, its successors and/or assigns may retain the legal title to the Common Areas until such time as it elects to convey the Common Areas to the Master Association. The conveyance of such property may not abrogate or impair the rights of Lot Owners within the St. James Bay Development, and shall in no way affect the conservation of areas permanently conserved. This Common Area must be conveyed by Declarant no later than the date its Class B Membership terminates.

**Section 3 - Extent of Members Easement** – The rights of easements of enjoyment created hereby shall be subject to the right of the Master Association to dedicate or transfer all or any part of the Common Areas to any public or private agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, shall be effective, unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Master Association, irrespective of class of membership has been recorded, agreeing to the dedication and transfer. Declarant reserves the right to dedicate any streets or utilities to a public entity that agrees to accept the maintenance of said streets or utilities. Declarant also reserves the right to give a Conservation Easement to the appropriate authority to that part of the wetlands it has set aside for preservation, with the understanding that the Golf Club shall reserve the right to the “flyways” and the maintenance of such “flyways” as they are shown on Exhibit B as “Wetlands to be Cleared.”

**Section 4 - Maintenance** – The Master Association shall Maintain all Common Areas within the St. James Bay Development, including specifically all Wildlife Habitat Areas and the Bay Facility and such other areas within the public rights-of-way as not specifically maintained by Franklin County, Florida or other public or quasi-public authority. Notwithstanding any other provision in these Bylaws, the Master Association may, in its absolute and sole discretion, and within the budget restraints of the Association, supplement the Maintenance of the streets, green areas around the streets, and/or street signs and lighting of the streets within the Subdivision if it determines, that Franklin County or other public or quasi-public authority is not maintaining the areas which those entities are obligated to maintain, to the standards required or desired by the Master Association, even if the areas described are no longer considered Common Area. All the lakes and stormwater treatment areas shall be owned and maintained by the Golf Club, except that the lake shown on Exhibit B on the area designated as “Commercial Area” shall be owned and maintained by the owner of that area designated as “Commercial Area.”

**Section 5 - Golf Course** – It is specifically pointed out that no part of the Golf Club or its ancillary properties are in any way Common Area and anyone buying a Lot has no rights other than those enjoyed by the general public to the Golf Club or its facilities. No vote by the Master Association may expand this right of the Members of the Master Association as it relates to the Golf Club. If the Golf Club should at any time elect to become a private club and cease to be open to the general public, the privilege extended to the Members of the Master Association under Section 6 of the Article VI shall terminate and cease to exist. If Golf Club goes private and memberships are offered to the general public, Members of the Master Association, if an individual, shall be offered a membership on the same terms and conditions as any other member of the general public. The Member of the Master Association must exercise this right of joining the Golf Club within 30 days of being notified in writing that the Member is being offered a membership; if the Member fails to accept this offer prior to the expiration of the 30 days, under the same terms and conditions of anyone else joining the Golf Club at that time, his preferential right under this paragraph shall cease to exist. No amendment to the Land Use Covenants by the Master Association may in anyway expand the Master Association’s powers over the Golf Club.

**Section 6 - Special Privileges on Golf Course** – As a member of the Master Association, and as long as the Golf Club stays open to the general public, the Declarant, its successors and/or assigns, as owners of Golf Club agrees to reserve a total of four tee times each day that the facility is open for use, for the Members of the Master Association. Any of these four tee times that have not been reserved by 5:00 P.M. two days before the reserved reservation day may be released by the Golf Club and may then be reserved by the general public. The Golf Club shall not be obligated to hold these four tee times at any time a tournament or group outing is taking place at Golf Club that takes up substantially all the golf course. Any Member of the Master Association will pay the same fees and follow all the same rules and restrictions as the general public for the use and enjoyment of the Golf Club. Notwithstanding the provisions of Section 5 and Section 6, of this Article VI, the owner of the Golf Club may extend to the Members, or anyone else, any type of privileges or rates the owner of the Golf Club deems appropriate.



## ARTICLE VII – ENFORCEMENT

All Covenants and Restrictions concerning the collection of assessments may be enforced only by the Master Association and/or Declarant by action at law or in equity to enforce the personal obligation of an Owner for the payment of delinquent assessments or foreclosure of the lien against a Lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Master Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Master Association. Should a non-judicial foreclosure procedure become available in the State of Florida for foreclosing on assessment liens, the Master Association may adopt the non-judicial foreclosure procedure to enforce its assessment lien. All remaining Covenants and Restrictions may be enforced by the Master Association, Declarant, or any Owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any such Covenants and Restrictions. The failure by any party to enforce any Covenants and Restrictions, or any provision herein contained shall not be deemed a waiver of the right of such party to thereafter seek enforcement. The party bringing any action to enforce the Covenants and Restrictions, or provisions hereof shall, if said party prevails, be entitled to all costs incurred, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

## ARTICLE VIII – DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in these Bylaws or the Land Use Covenants shall be interpreted or construed to prevent Declarant, or any person or entity obtaining all or a substantial part of Declarant's interest in the St. James Bay Development, or contractors or subcontractors of Declarant from doing or performing whatever Declarant, its successors and/or assigns, determine is reasonably necessary or advisable in connection with the completion of the development of the Property.

## ARTICLE IX – AMENDMENTS TO THE BYLAWS

**Section 1 - Generally** – These Bylaws may be amended by the Class B Member and a two-thirds vote of the Class A Lot Members, together with ratification by a majority of the members of the Board . Any amendment to these Bylaws may not in any way abrogate or impair the legal rights of prior purchasers of Lots. The aforementioned consent may be evidenced by a writing signed by the required number of Owners, or by an affirmative vote of the required number of Owners at any regular or special meeting of the Master Association called in accordance with these Bylaws and held in accordance with the Bylaws and evidenced by a certificate of the secretary or an assistant secretary of the Master Association. No amendment to these Bylaws may ever be made that would make the Commercial Area and/or the General Utility Area shown on Exhibit B, or the Golf Club as shown on Exhibit E subject to these Bylaws or the St. James Bay Land Use Covenants except, in the case of the Golf Club, as is specifically set out therein. Declarant reserves the right to designate the General Utility Area, or any portion thereof, as common area at a later date, and the Master Association in required to accept the General Utility Area, or any portion thereof so designated by Declarant, as common area at that time.

**Section 2 - Scrivener's Errors and Nonmaterial Changes** – Amendments for corrections of scrivener's errors or other non-material changes may be made by Declarant alone until Declarant's Class B membership is terminated, and then by consent of the Board without the need for consent of the Owners.

**Section 3 - Limitations** – Notwithstanding anything to the contrary herein contained, no amendment to these Bylaws shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee without the specific written approval of the affected party. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of an Owner or prejudice the rights of an Owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the Common Areas unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 1 of this Article IX.

**Section 4 - Effective Date of Amendments** – Any amendment to these Bylaws shall become effective upon the approval of such amendment under the provisions of these Bylaws.

#### ARTICLE X - INSURANCE

The Master Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, workmen's compensation insurance and such other insurance as the Board may determine (hereinafter referred to as the Master Policy), with respect to the Common Areas of the Subdivision and the Master Association's administration thereof in accordance with the following provisions:

- (a) The Master Policy shall be purchased by the Master Association for the benefit of the Master Association, the Owners and their Mortgagees as their interest may appear (subject to the provisions of these Bylaws, the Articles of Incorporation and the laws of the state of Florida), and provision shall be made for the issuance of the appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage at their own expense upon their property, and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located on such Owners' property or in another Owner's property or upon the Common Areas resulting from the negligence of the insured Owner in such amounts as shall from time to time be determined by the Board, but in no case less than \$100,000 for each occurrence. All property and liability insurance carried by an Owner or the Master Association shall contain waivers of subrogation and waivers of any defense based upon co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without thirty (30) days' prior written notice thereof to each of the insured, including all mortgagees of Owners' property.
- (b) Improvements, personal property and other Common Areas of the Master Association shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the full replacement cost

thereof, on not less than an eighty per cent (80%) co-insurance basis, with waiver of depreciation and waiver of subrogation endorsements. The Master Association shall use all reasonable efforts to cause the liability insurance carried by the Master Association to contain appropriate provisions to cover liability of each of the Owners, individually and as a group, to another Owner.

- (c) All premiums upon insurance purchased by the Master Association pursuant to these Bylaws shall be included in the Master Association budget and be collected as part of the Assessment as provided in Article III of these Bylaws.
- (d) Proceeds of all insurance policies owned by the Master Association shall be received by the Master Association, held in a separate account and distributed as the interest of the Master Association and the Owners may appear; provided however, whenever repair or reconstruction of the Common Areas shall be required, the proceeds of any insurance received by the Master Association as a result of any loss requiring repair or reconstruction shall be applied to such repair and reconstruction.
- (e) Each Owner, as a Member of the Master Association, shall appoint the Master Association, as each Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Master Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds thereof, and to distribute the same to the Master Association, the Owners and their respective mortgagees (subject to provisions of these Bylaws, the Declaration, and the laws of the state of Florida) as their interests may appear, to execute releases of liability and to execute all documents and to do all thing on behalf of such Owner and the Master Association as shall be necessary or convenient to the accomplishment of the foregoing; and insurer may deal exclusively with the Master Association in regard to such matters. The Master Association shall not be responsible for the procurement or maintenance of any insurance covering the property of any Owner nor the liability of any Owner for occurrences on Owner's property not caused by or connected with the Master Association's operation, maintenance or use of the Common Areas of the Subdivision.

## ARTICLE XI – MISCELLANEOUS

**Section 1 - Severability** – In the event any of the provisions of these Bylaws shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any other provisions hereof, which shall remain in full force and effect, and any provision of these Bylaws deemed invalid by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, invalidation of any of the Covenants and Restrictions or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

**Section 2 - Notices** – Any notice required to be sent to any Member or Owner under the provisions of these Bylaws shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Master Association at the time of such mailing.

**Section 3 - Interpretation of Bylaws** – The Board shall have the right and responsibility to determine all questions arising in connection with these Bylaws and to construe and interpret the provisions of these Bylaws in good faith. All such interpretations shall be binding on the Owners of all the Lots in St. James Bay Development, but only as to matters that pertain to that Lot upon which a decision is being made.

**Section 4 - Other Associations** – These Bylaws are applicable within the St. James Bay Development as specifically set out herein. The Single Family Lots and Garden Home Lots may be subject to separately enumerated associations and the Multi-Family Units will be subject to a separately enumerated association. Where there is a conflict between any provisions of the Bylaws, Articles of Incorporation, or rules and regulations of the separately enumerated associations, these Bylaws and the Covenants and Restrictions shall control.

**Section 5 - Attorneys' Fees** – In connection with any litigation, including appeals, arising out of these Bylaws the prevailing party shall be entitled to recover from the non prevailing all costs incurred, including reasonable attorneys' fees.

**Section 6 - Number and Gender** – The reference to the singular or plural person or entity in this instrument shall also include the other and the reference to male or female person shall also include the other gender.

These Bylaws are effective the 10th day of April, 2003.

**EXHIBIT A  
TO THE  
ASSOCIATION BYLAWS  
FOR THE  
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.**

**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

All that tract or parcel of land lying and being in fractional section 5, township 7 south, range 3 west, Tallahassee meridian, Franklin County, Florida, being more particularly described as follows:

Beginning at a concrete monument which is at the northwest corner of said fractional section 5 and on the boundary of a tract of land owned by the United States of America at Carrabelle Radar Annex No. D 3c;

Thence north along the boundary of said United States tract 359.8 feet to a concrete monument at a corner of said tract;

Thence east along the boundary of said United States tract 3,300.0 feet to a concrete monument;

Thence south along the boundary of said United States tract a distance of 3,300.0 feet to a concrete monument;

Thence west along the boundary of said United States tract a distance of 3,300.0 feet to a concrete monument;

Thence north along the boundary of said United States tract a distance of 293.8 feet to a concrete monument;

Thence continue north along the boundary of said United States tract a distance of 2,646.4 feet, more or less, to the point of beginning, being all of tract a-I 00 of Carrabelle Radar Annex No. D 3c.

PARCEL 2:

A tract of land lying in the southwest and southeast quarter of section 5, township 7 south, range 3 west, Franklin County, Florida, and more particularly described as follows:

Commence at the southwest corner of section 5, township 7 south, range 3 west, Franklin County, Florida, said point of commencement also being the point of beginning, from said point of beginning run along the west line of said section 5, north 00 degrees 07 minutes 33 seconds west 2373.34 feet to a point, thence leaving said west line of section 5 run north 89 degrees 52 minutes 24 seconds east 3301.24 feet to a point, thence south 00 degrees 08 minutes 18 seconds east 703.01 feet to a point, thence run south 60 degrees 53 minutes 40 seconds west 1931.40 feet to a point, thence south 29 degrees 06 minutes 20 seconds east 150.00 feet to a point on the northerly right of way of U.S. Highway 98, thence run along said right of way, south 60 degrees 53 minutes 40 seconds west 1249.80 feet to a point on the south line of section 5, thence leaving said northerly right of way of U.S. Highway 98, run along said section line north 89 degrees 55 minutes 15 seconds west 591.18 feet to the point of beginning.

PARCEL 3:

Lots 1 and 2, Block B, St. James Island Park, Unit #1, a subdivision as per map or plat thereof recorded in plat book 1, page 19, of the public records of Franklin County, Florida.

PARCEL 4:

Lot 15, Block B, Unit No.1 of St. James Island Park, a subdivision as per map or plat thereof recorded in plat book 1, page 19, of the public records of Franklin County, Florida.

PARCEL 5:

Begin at the southwest corner of lot 70 of area or Block "S" of Unit Two (2) of St. James Island Park, and run in a westerly direction along the north boundary line of the right of way of Federal Highway No. 319 to a point directly opposite the northeast corner of lot 63 of area or Block "C" of Unit Two (2) of said St. James Island Park Subdivision, which said point arrived at the point of beginning. From said point of beginning run in a northerly direction on the same bearings as the east boundary line of said lot 63 of Block "C" of Unit 2 of St. James Island Park, the distance of 150 feet to the northern boundary line of the land of the parties of the first part, thence run south 52 degrees and 30 minutes west along the northern boundary line of the lands of the parties of the first part, the distance of 100 feet to a point, thence run southerly 150 feet to a point on the northern boundary of the right of way of Federal Highway No. 319, at a point south 52 degrees 00 minutes 30 seconds west 100 feet from the point of beginning; thence run north 52 degrees 00 minutes 30 seconds east along the northern boundary line of the right of way of said Federal Highway No. 319, 100 feet to the point of beginning. More particularly described as the east 100 feet of lot 51.

PARCEL 9:

Lot 63, Area C, Unit No.2 of St. James Island Park, a subdivision as per map or plat thereof recorded in plat book 1, page 30, of the public records of Franklin County, Florida.

PARCEL 10:

Lot 64, Area C, Unit No.2 of St. James Island Park, a subdivision of a part of sections 4 and 5, township 7 south, range 3 west, according to plat recorded in plat book 1, page 30, of the public records of Franklin County, Florida.

PARCEL 11:

The west half of lot 65, area of Block C, Unit 2 of St. James Island Park, a subdivision of a part of sections 4 and 5, township 7 south, range 3 west, according to plat of same recorded in plat book 1, page 30, of the public records of Franklin County, Florida.

PARCEL 12:

Lot 10, Block B, Unit 1, St. James Island Park, according to the map or plat thereof recorded in Plat Book 1, Page 19, in the Public Records of Franklin County, Florida.

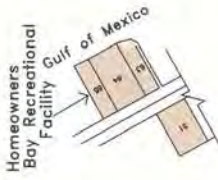
**EXHIBIT B  
TO THE  
ASSOCIATION BYLAWS  
FOR THE  
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.**

**MASTER PLAN OF PROPERTY**



# EXHIBIT 'B'

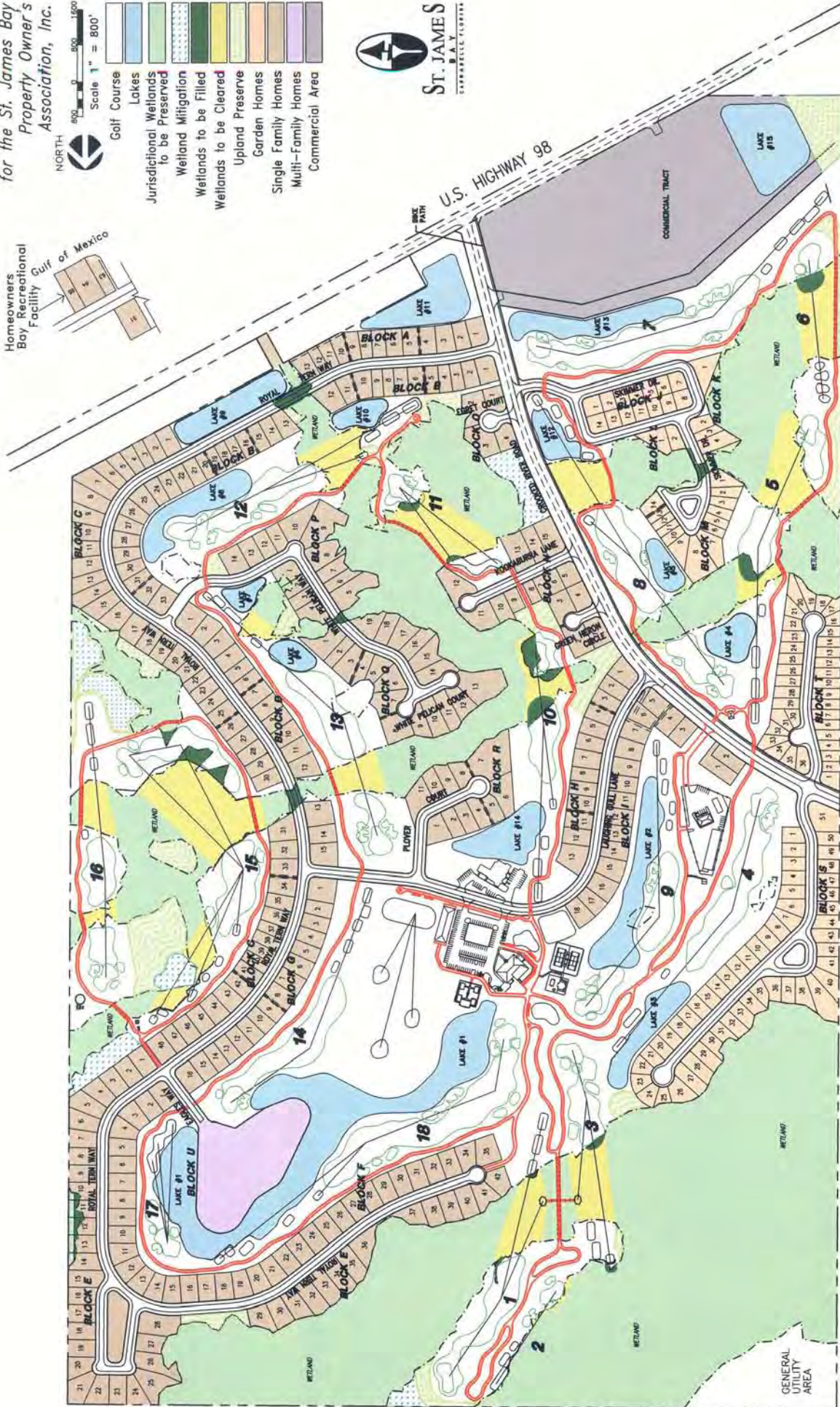
To The  
 Association Bylaws  
 for the St. James Bay  
 Property Owner's  
 Association, Inc.



NORTH

Scale 1" = 800'

- Golf Course
- Lakes
- Jurisdictional Wetlands to be Preserved
- Wetland Mitigation
- Wetlands to be Filled
- Wetlands to be Cleared
- Upland Preserve
- Garden Homes
- Single Family Homes
- Multi-Family Homes
- Commercial Area



**St. James Bay**  
 Condo Properties Limited  
 A Portion of Section 5, Township 7 South, Range 3 West, Franklin County, Florida

**BASKERVILLE-DONOVAN, INC.**  
 INNOVATIVE INFRASTRUCTURE SOLUTIONS

DATE: 8-11-03

PREPARED BY:

GENERAL UTILITY AREA

**EXHIBIT C  
TO THE  
ASSOCIATION BYLAWS  
FOR THE  
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.**

**BLOCKS OF PHASE I**



REGISTERED PROFESSIONAL ENGINEER - CIVIL  
 PROFESSIONAL ENGINEERING FIRM  
**BASKERVILLE-DUMOVAN, INC.**  
 301 S. MAIN ST. SUITE 201  
 ST. JAMES BAY, MISSISSIPPI 39376

ST. JAMES BAY

NO.	DATE	REVISION/ACTION TAKEN
1	1-1-00	ADDED SHEET U
2	1-1-00	REWORKED LOTS 1 & 2, BLOCK 1
3	1-1-00	REWORKED LOTS 3 & 4, BLOCK 1
4	1-1-00	ADDED LOTS 5 & 6, BLOCK 1
5	1-1-00	ADDED LOTS 7 & 8, BLOCK 1
6	1-1-00	ADDED LOTS 9 & 10, BLOCK 1

RELEASED FOR CONSTRUCTION  
 PROJECT NO: 53301.01  
 SCALE: 1" = 200'  
 DATE: FEBRUARY, 2004

C\_100

BLOCK LAYOUT

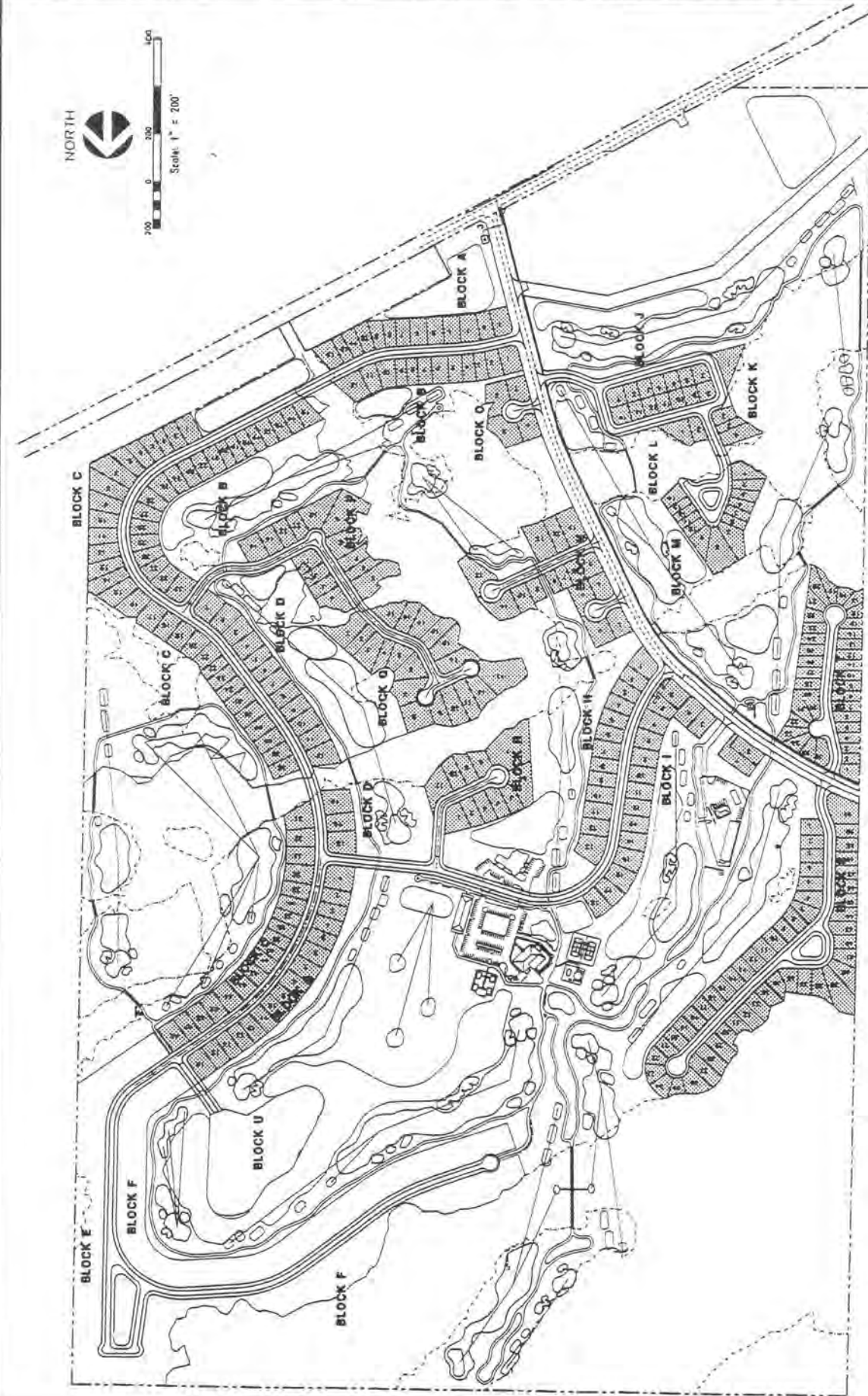


EXHIBIT "C" - ST. JAMES BAY - PHASE I (6-25-03)

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED.

**EXHIBIT D  
TO THE  
ASSOCIATION BYLAWS  
FOR THE  
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.**

**DECLARATION OF ST. JAMES BAY  
LAND USE COVENANTS**

**DECLARATION  
OF THE  
ST. JAMES BAY  
LAND USE COVENANTS**

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Carabelle Properties Limited, a Texas limited partnership authorized to conduct business in Florida, is the owner and developer of certain lands situated in Franklin County, Florida, known and designated as St. James Bay, as described in Exhibit A (the "Property"). By this instrument, Carabelle Properties Limited imposes on the Property (other than that property designated as "Commercial Area" and "General Utility Area" shown on the Master Plan on Exhibit B, and the "Golf Course" as shown on Exhibit D) the following conditions, restrictions, and limitations which shall be covenants running with the land, binding the Declarant, its successors and assigns, and all persons claiming any right, title, or interest in the Property and all subsequent purchasers of the Property or any part thereof, their heirs, personal representatives, successors and/or assigns. This Declaration is for the benefit of the present and future owners of residential Lots in the development ("Owners") known as St. James Bay. These restrictions shall remain in full force and effect for a period of twenty (20) years from the execution date of this Declaration, after which time such covenants shall automatically extend for successive ten (10) year periods unless an instrument signed by a majority of the Owners of Lots has been recorded, agreeing to change said covenants in whole or in part. Carabelle Properties Limited, its successors and/or assigns, reserve the right to add additional restrictive covenants in respect to the Property, or to limit the application of the covenants contained herein, but shall in no way make any changes that would reduce square footage requirements of the Living Area or Setback Lines where such Setback Lines adjoin a wetland or the Golf Course as shown on Exhibit D and no change may abrogate or limit any right of existing residential Owners in St. James Bay. There shall be one Master Association covering all the Property other than that property designated as "Commercial Area" and "General Utility Area" on the Master Plan shown on Exhibit B and other than the property designated as "Golf Course" shown on Exhibit D. This Declaration shall not in any way affect any actions or operations taking place on that area shown as Golf Course on Exhibit D. The different types of residential parcels of the Property shown on Exhibit B may be covered by other, more location specific, associations which may be subject to separate provisions, covenants and restrictions governing those different parcels of the development. If there is any conflict between the provisions, covenants, and restrictions set out in different association documents covering those different types of residential parcels shown on Exhibit B and the provisions, covenants and restrictions set out in this Declaration, the provisions, covenants and restrictions set out in this Declaration shall control.

**ARTICLE I – DEFINITIONS**

1. "Bay Facility" means that property shown on Exhibit B as "Homeowner's Recreational Facility." The Bay Facility is for the enjoyment of all Owners of Lots in the Subdivision.
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2. "Board" shall mean the Board of Directors of the St. James Bay Property Owners Association, Inc. (the "Master Association").
3. "Bylaws" shall mean the Bylaws for the St. James Bay Property Owners Association, Inc. and any amendments that are made to the Bylaws from time to time.
4. "Common Area" shall mean any land and facilities that the Master Association owns or maintains, including, but not limited to, wildlife habitat areas, the Bay Facility, and any easements for drainage and stormwater treatment facilities reserved to the Master Association. Common Area does not include the land or facilities that are part of the Golf Club as shown on Exhibit D as "Golf Course," its successors and/or assigns, the area shown on Exhibit B as "General Utility Area," or the Commercial Property as shown on Exhibit B. Declarant may, in its sole discretion, designate as Common Area, at a later date, all or part of the area shown on Exhibit B as General Utility Area.
5. "Declarant" shall mean and refer to Carabelle Properties Limited, a Texas limited partnership, the owner of the Property, which is authorized to do business in the State of Florida, or Carabelle Properties Limited's successors and/or assigns.
6. "Declaration" shall mean and refer to this instrument and all its provisions and any amendments to the provisions of this Declaration that are from time to time adopted under the provisions of this Declaration or the provisions of the Bylaws.
7. "Easement" shall mean the easements described herein as well as the easements shown on the Plat recorded in Plat Book \_\_\_\_, Page \_\_\_\_\_ of the Public Records of Franklin County, Florida and any easements that may be filed from time to time with the filing of plats for the various phases of the St. James Bay Development. Declarant may grant such easements as it deems necessary for the development and efficient operation of the Subdivision, including, but not limited to, cart path easements and "flyway" easements across the wetlands shown on the Master Plan on Exhibit B for the Golf Club.
8. "Garden Home Lot" for purposes of these covenants shall mean that portion of the Property described in Exhibit B as "Garden Homes" and designated as Blocks J, K, L, M, and T as shown in Exhibit B and divided into single family residential parcels for sale by the Declarant to the general public. The plat of the Subdivision will be recorded in the Public Records of Franklin County, Florida; such plat may be filed in several phases. Each individual single family residential parcel that is located in the blocks covered by this paragraph shall be known as a "Garden Home Lot." Declarant reserves the right to designate Block T in any later phase as Single Family Lots.
9. "Garden Home Association" shall mean the St. James Bay Garden Home Property Owners Association, Inc. a Florida not-for-profit corporation, an association which may be established to cover the use and enjoyment of those Lots set out as Garden Home Lots.

10. “Golf Club” means any land or facilities that are a part of the Property designated as Golf Course on Exhibit D including but not limited to any wildlife habitat areas, Easements, and drainage or retention areas that are reserved to the Golf Club. These areas are not a part of the Common Area of the Master Association. However, the Golf Club shall be a Member of the Master Association, but only to the extent set out in Articles II and Article III of the Bylaws for voting and assessment purposes
11. “Improvement” and/or “Improvements” shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines, and any other structure of any type or kind. Improvements to be placed on any Single Family Lot or Garden Home Lot require the prior written approval of the SJBARB as herein defined or as defined in the Bylaws. Improvements on that portion of the Property containing Units and defined as Block U on Exhibit B shall not require SJBARB approval.
12. “Living Area” shall mean those heated and air-conditioned areas that are finished out as a living area and shall not include garages, attics, carports, porches, patios, or storage areas.
13. “Lot” for the purposes of these covenants, unless herein specifically stated otherwise, shall mean collectively Single Family Lots, Garden Home Lots, and Units and the improvements thereon.
14. “Maintenance” shall mean the exercise of reasonable care to keep the lakes, Wildlife Habitat Areas, landscaping, drainage, stormwater treatment facilities, streets not dedicated to a public entity for maintenance, and other related improvements in good and functioning condition.
15. “Master Association” shall mean the St. James Bay Property Owners Association, Inc. a Florida not-for-profit corporation, which governs the use and enjoyment of the Property, other than that designated as “Commercial” and “General Utility Area” on Exhibit B. The Master Association shall govern the use and enjoyment of Golf Club only as specifically set out herein and in the Bylaws and such governing of that use and enjoyment may not be expanded by the Master Association. Declarant may, in its sole discretion, designate as Common Area at a later date, all or part of the area shown on Exhibit B as General Utility Area.
16. “Member” shall mean every person or entity that holds membership in the Master Association.
17. “Multi-Family Association” shall mean the St. James Bay Multi-Family Association, a Florida not-for-profit corporation, which will govern the use and enjoyment of those Units located on Block U, as shown on the Plat, as shown on Exhibit B.

18. “Owner” shall mean the record owner, whether one or more persons or entities, or one holding a legal or beneficial interest in a Lot at St. James Bay Development, but shall not include those holding title to a Lot, or an interest therein, as security for the performance of an obligation. However, those holding title as security for the performance of an obligation shall do nothing that would violate the Bylaws or the provisions of this Declaration.
19. “Plat” shall mean that property plat, as platted in compliance with the designations and configurations shown on Exhibit B and in a configuration as it is from time to time filed in the Public Records of Franklin County, Florida as St. James Bay land use plan. Configuration of the Lots on such Plat shall be filed in the Public Records of Franklin County, Florida in phases in Blocks. The first phase shall consist of Blocks A, B, C, D, G, H, I, J, K, L, M, N, O, P, Q, R, S and T as shown in Exhibit C.
20. “Property” shall mean all of the land described in Exhibit A.
21. “Setback Lines” shall mean the distances set out herein that any structure must be from the various property lines on the Single Family Lots and Garden Home Lots.
22. “Single Family Association” shall mean the St. James Bay Single Family Property Owners Association, Inc. a Florida not-for-profit corporation, an association which may be established to cover the use and enjoyment of those Lots set out as Single Family Lots.
23. “Single Family Lot” for purposes of these covenants shall mean that portion of the Property described in Exhibit B as “Single Family Homes” and designated as Blocks A, B, C, D, E, F, G, H, I, N, O, P, Q, R and S on the Master Plan as shown in Exhibit B and divided into single family residential parcels for sale by the Declarant to the general public. The Plat of the Subdivision will be recorded in the Public Records of Franklin County, Florida. Each individual single family residential parcel that is located in the blocks referred to above in this paragraph shall be known as a “Single Family Lot.” Declarant reserves the right to designate Blocks P, Q and R, all, one or any combination of them, in any later phase as Garden Home Lots.
24. “SJBARB” shall mean the St. James Bay Architectural Review Board as provided for in the Bylaws.
25. “St. James Bay Development” shall mean the entire approximately 378 acres shown on the plat and all the designations thereon as shown on the attached Plat in Exhibit B.
26. “Subdivision” shall mean all the Property known as St. James Bay Development, other than that property designated as “Commercial” and the area in the northwest corner of the property designated as “General Utility Area” shown on Exhibit B and “Golf Course” as set forth in Exhibit D and as divided into Lots and Blocks, the first phase of which are shown on Exhibit C, as shown on the plat records in the Public Records of Franklin County, Florida as



they are from time to time recorded. The Platted Lots in the Subdivisions will be filed in Phases.

27. "Unit" for the purposes of this Declaration shall mean that portion of the Property designated on the plat shown on Exhibit B as Block U and built, or to be built, as a multi-family facility and divided into separate single family units for sale or lease by the Declarant, its successors and/or assigns to the general public. The Declaration of Units will be recorded in the Public Records of Franklin County, Florida. Each individual single family residential parcel that is located on said Block U shall be known as a "Unit."

## ARTICLE II – USE RESTRICTIONS

**Section 1 - Residential Use Only** - Lots shall be used for residential purposes only, and a maximum of one single-family residence, with an approved outbuilding, shall be allowed per Lot. No Lot shall be further subdivided.

**Section 2 - Single Family Use Only** - A guest suite or like facility may be included as part of the main building or approved outbuilding, but such suite shall not be rented or leased except as part of the main dwelling and provided that such guest suite does not result in overcrowding the site. Rental of the entire residential facility, either individually or as a part of a rental program approved by the Master Association, shall not violate this restriction.

**Section 3 - Square Footage Requirement** - No dwelling shall be constructed on a Lot designated as a Single Family Lot that contains less than 2000 square feet of Living Area, and no dwelling shall be constructed on a Lot designated as a Garden Home Lot that contains less than 1500 square feet of Living Area. Once construction begins, it shall be pursued diligently until completed. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible due to reasons beyond the Owner's control or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

**Section 4 - Utility Easements** - Easements and rights of way are expressly reserved for the creation, construction, and maintenance of utilities, as, for example gas, water, telephone, cable TV, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, quasi-public, or private utility or function deemed necessary or expedient for the public health and welfare. These easements and rights of way shall be confined to the rear ten(10) feet of every Lot abutting property comprising a part of the Golf Club and five (5) feet along each side of the property line separating every Lot in the Single Family Lot portion of the Subdivision, and five (5) feet along the side of the Garden Home Lot line that is not the zero lot line side; and the front ten (10) feet of every Lot along every street of the Subdivision; provided further that Declarant and/or Master Association may cut drainways or build berms for surface water diversion or containment wherever and whenever such action may appear to Declarant and/or Master Association to be necessary in order to

maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. Where two Lots have been purchased by one Owner in the Single Family Lot area or Garden Home Lot area upon which a single structure is to be built, the easement derived from this paragraph that would have originally been between the two purchased Lots shall cease to exist except where it is an easement that was on the Master Plan, there is already an implied easement established by a utility line or drainage pipe already installed between the Lots and/or there is already a recorded easement in the Public Records of Franklin County, Florida between the Lots.

**Section 5 - Submission of Plans** - Plans and specifications for all Improvements must be submitted to the SJBARB, its duly authorized designee or to its successors or assigns, for written approval as to the quality of workmanship and materials including paint and roof colors, harmony of external design, size, and existing structures before commencement of any construction in the Subdivision. Such submission must include location of Improvements with respect to topography and finished grade elevation prior to commencement of construction.

**Section 6 - No Construction Without Prior Approval** - No building, fence, or other structure shall be erected, placed, or altered on any Single Family Lot or Garden Home Lot until the proposed building plans, specifications, exterior color or finish(including that of the roof), plot plan (showing proposed location of such building or structure, drives, and parking areas) shall have been approved in writing by the SJBARB or its authorized designee. Trees designated for removal must be marked and string lines designating the exterior perimeter of all Improvements must be in place prior to inspection and approval of all proposed construction or renovation. Refusal to approve plans, location, or specifications may be based upon any grounds, including purely aesthetic conditions, which the SJBARB shall deem sufficient in its sole and absolute discretion. No alteration in the exterior appearance of any building or structure on any Lot within the Subdivision shall be made without the approval of the SJBARB.

**Section 7 - Walls and Fences** - No wall or fence shall be erected or placed within the front (next to street) setback lines of any Lot. No wall or fence may be erected or placed in any Setback area facing the Golf Club or any Setback area facing areas designated as wetlands; there will be no variance given to this rule set out in this Section 7 of this Article II.

**Section 8 – Signs** - No sign of any kind shall be exhibited on or above any Lot in the Single Family Lot Subdivisions or the Garden Home Lot Subdivision without written approval of SJBARB or its duly authorized designee, successor, or assigns, except as provided herein. One professionally produced sign of not more than 3 square feet may be temporarily displayed by each property Owner within the confines of his own Lot during a political campaign or in support of a civic activity, for a reasonable period, such period to be determined by the SJBARB in its sole and absolute discretion. One sign not more than 5 square feet may be displayed by a builder to advertise the property during construction. One sign of not more than 5 square feet may be displayed advertising a subject

property for sale or rent. Signs permitted under these exceptions must be removed from the property if requested by the SJBARB, and decision by the SJBARB shall be in the SJBARB's sole and absolute discretion and may be arbitrary. The SJBARB is authorized to remove any such sign if it has not been removed within three (3) days of the notice to remove is given by the SJBARB. Declarant, its successors and/or assigns may display a reasonably sized construction and information sign during development of any of the property making up St. James Bay Development.

**Section 9 – Animals** – No husbandry of either animals or fowls shall be conducted or maintained in the Subdivision. House pets shall be excluded from this restriction. Any animal creating a nuisance or annoyance in the Subdivision shall constitute a nuisance and shall result in the Master Association taking whatever action is appropriate to remove such nuisance. No domestic animal shall be allowed to roam free within St. James Bay Development.

**Section 10 – Landscaping** – Landscaping and other vegetation on individual properties shall not materially impair the continuity of the general landscaping plan of the St. James Bay Development. All Lot Owners are required to use as close to the natural vegetation type normally found in the area as possible in their landscaping, using Xeriscape methodology. Exotic plants as they are from time to time designated for this area of Florida are prohibited.

**Section 11 - Manufactured Homes** - No mobile homes, manufactured homes, travel trailers, pre-fabricated homes, or temporary structures shall be allowed on any of the Lots, except as temporary construction offices and storage that are placed on a Lot during the construction of a dwelling and such temporary structure must be approved by the SJBARB.

**Section 12 - Storage of Personal Property** - All personal property shall be either kept or maintained in a proper storage facility. No Lot shall be used as a junkyard or for automobile storage. Anything stored on the property must be kept within a completely enclosed structure approved by the SJBARB.

**Section 13 - Parking of Commercial Vehicles** - No commercial vans or trucks, and no semi-trucks or tractor-trailer rigs may be parked in residential areas unless they are necessary for the actual construction, maintenance or repair of Improvements located on a Lot. This provision is not intended to prohibit a Lot Owner from parking, at the Owner's home, personal vehicles such as standard pick-up trucks, vans, and sport utility vehicles that are used as the normal day to day transportation of the Owner.

**Section 14 - Street Parking** - There shall be no street parking whatsoever of any vehicles including but not limited to cars, trucks, boats, recreational vehicles, campers, motor homes, or any other vehicle unless such parking is temporarily necessary under unusual circumstances such as a large party or reception.

**Section 15 - Parking of Boats, etc.** - Boats, trailers, campers, and other recreational vehicles shall only be parked or stored within the garage or carport, each of which structures shall have been approved by the SJBARB.

**Section 16 - Driveways** - All residences shall have a clearly defined driveway constructed of concrete or “hot mix” asphalt or such other material as may be approved by the SJBARB. No driveway may exceed ten (10) feet in width in the Front Yard Set Back Line.

**Section 17 - Sidewalks** - At the time Improvements are built on a Lot, but no later than one year after the Owner closes on a Lot, the Owner shall build a sidewalk running parallel with its front property line. The sidewalk shall be built between its front property line of the Lot and the street on the right-of-way of the street. The sidewalk shall be built to the specifications provided by the SJBARB and will be routed for the SJBARB’s approval before such sidewalk is built. If there are trees in the right-of-way the sidewalk will be routed in such a way as to avoid removing the trees if possible. No Improvements will be approved under Section 3 of Article V of the Bylaws until the sidewalk is completed. Should the Owner fail to install a sidewalk in compliance with this Section 17 of this Article II, the Master Association shall cause that sidewalk to be installed, and the Owner shall be assessed at the cost paid by the Master Association to install the sidewalk plus 25% of said cost; this 25% additional amount charged to the Owner is for the administrative cost and effort that the Master Association incurs. This cost shall be final and the Master Association may not be questioned or petitioned as to its reasonableness. This assessment shall be paid within 30 days of it being assessed the Owner and collection thereof shall be enforced in the same way as any other assessment.

**Section 18 - Mailboxes** - The size, location, design, and type of material of mailboxes or paper boxes or other receptacles of any kind must be approved in writing by the SJBARB prior to construction. If the U. S. Postal Service requires that the mail be delivered and picked up at a central location or it is deemed by Declarant and/or the Master Association that it is preferable to have a central location to deliver and collect the mail, no mail boxes will be allowed other than those at the central location.

**Section 19 - Sewer and Water** - All buildings other than those on the Bay Facility shall connect with central water and sewer utilities.

**Section 20 - Golf Course Setback** - No structure of any type may be constructed within twenty-five (25) feet of a Golf Club property line on any Single Family Lot or Garden Home Lot. In accepting a deed to a Lot, the Owner of any Lot bordering the Golf Club accepts the risk of ownership of such Lot, and acknowledge that any portion of their property or dwelling may be hit by golf balls and anyone outside on such Lot is in danger of being hit and accepts that responsibility for both the Owner and the guests or invitees of said Owner.

**Section 21 - Front Yard Setback** - Setback Lines for Single Family Lots and Garden Home Lots shall be Twenty (20) feet from the front property line along any street (nearest the street), and no structure may be placed in this area.

**Section 22 - Wetland Setback** - No Improvement of any kind may be built on a Single Family Lot or Garden Home Lot within twenty-five (25) feet from any property line where that line joins an area designated as a wetland area on the Master Plan as shown on Exhibit B.

**Section 23 - Side Yard Setback Line -**

- (a) Side yard Setback Lines in the Single Family Lots shall be a minimum of five (5) feet between side property line and any Improvements put on a Single Family Lot.
- (b) Side yard Setback Lines in the Garden Home Lots shall be as follows: when facing the Garden Home Lot from the street the left side of the Lot shall be a zero set back space and the right side shall be five (5) feet between any improvement and the adjoining Lot. No part of the structure may overhang the property line on the zero side and no water falling from the roof shall be allowed to fall to the ground onto the adjoining property on the zero side of the property. The garage or carport of the property shall always be on the right side or five foot setback side of the Lot. However, when a Garden Home Lot has no adjoining lot on one side or both sides, the side yard Setback Line shall be the same as a Single Family Lot except where it is controlled by another Setback Line such as a wetland or golf course Setback Line.

No structure may be placed on the property outside the Setback Lines. At any time two contiguous Lots are owned by the same person or entity, and that person or entity submits plans to build one structure on both Lots, the side yard Setback Line between the two Lots will be eliminated and a side yard Setback Line on the combined Lots shall be set by the SJBARB, but shall not be less than the Setback Lines set out herein

**Section 24 - Back Yard Setback** - In areas that the back yard does not face either the Golf Club or wetlands, no structure of any kind may be built within 20 feet from the rear property line of any Single Family Home Lot or any Garden Home Lot.

**Section 25- Fourplex Setback** - No structures built in Block J, as shown in Exhibit B, shall be built closer twenty (20) feet from the street side property line and all drives and garages shall be as designated by Declarant, his successor and/or assigns. This Block is intended for Fourplex and Duplex attached structures so that back and side yard set backs are not to be considered in this Block only.

**Section 26 - Garages and Carports** - (a) In the Single Family Lot area of the Subdivision all residences must have a garage with a closing door and the entrance to that garage must be back from the Front Yard Setback Line of a Lot at least twenty (20) feet. (b) In the Garden Home Lot area of the Subdivision all residences must have either a carport or a garage. The entrance of that garage or

carport must be back twenty(20) feet from the Front Yard Setback Line of the Lot. All garages and carports must be an integral part of the house and not just connected by a walkway. If the subject Lot contains a garage it must have a working closing door; if it is a carport, such structure must not be enclosed except on the side of the residence structure, except that storage may be built at the end of the carport away from the street. Any storage in carports must be enclosed and the open area shall be kept clean and free of objects or debris.

**Section 27 – Antennas** - No antennas, pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed. All utilities must be buried. No satellite dish may exceed twenty-five (25) inches in diameter, and such dish shall be placed in a location that it is not visible from the street.

**Section 28 - Garbage Receptacles-** During construction of any home in the Single Family Lots or the Garden Home Lots, the contractor or builder of any home shall place a trash receptacle on the property and all trash, garbage and construction debris created during construction shall be deposited in said receptacle and said receptacle shall be emptied when necessary to avoid being unsightly. No garbage, trash or construction debris shall be piled upon the ground. After the construction is completed, each Lot Owner in the Single Family Lots and the Garden Home Lots shall provide receptacles for garbage in a secure location not generally visible from the street. In order to reduce potential human-wildlife conflicts, household garbage must be kept in a container inside the garage or walled storage area of the residence (not an open or screened porch), or must be stored in a wildlife-proof receptacle approved by the SJBARB until the day of collection. Garbage containers may not be placed at the roadside for collection prior to 6:00 a.m. on the day of collection.

**Section 29 - Noxious Activity** - No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

**Section 30 - Tree Removal** - Removal of any tree four (4) inches or more in diameter at a point three feet above ground level from any Single Family Lot or Garden Home Lot must be approved by the SJBARB prior to removal. Fear of damage from trees blown down by high winds or hurricanes or mess made by the droppings from the trees to roof, patio, deck or pool are not valid reasons for removing trees. Should a tree be removed in contravention of this section, the SJBARB and/or Master Association may replace the tree, or an equivalent tree, of equivalent size, and the cost of such replacement plus twenty-five percent (25%) shall be assessed the Lot Owner and said assessment shall be collected and enforced in the same method of any other assessment on the Lot by the Master Association.

**Section 31 - Variance Approval** - The SJBARB shall have the power to vary a Setback Line and other requirements set out in this section of this Declaration where, in the SJBARB's sole and absolute discretion, strict enforcement of the applicable Setback Line or other such requirement would result in unnecessary hardship or where a good tree could be saved by a slight variance, except the SJBARB may not vary the Setback Line from any area designated as a wetland or against the Golf Club.

**Section 32 - Vacant Lots** - In order to implement effective insect, reptile, and woods fire control, the Declarant and/or Master Association reserves for themselves and their agents the right to enter upon any residential Lot on which a residence has not been constructed and upon which no approved landscaping plan has been implemented (with prior written approval of the SJBARB for such plan), such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of Declarant or Master Association detracts from the overall beauty, setting, and safety of the St. James Bay Development. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. Declarant and its agents and/or the Master Association may likewise enter upon such Lot to remove any trash that has collected on such Lot without such entrance being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant and/or the Master Association to mow, clear, cut or prune any Lot, nor to provide garbage or trash removal services. Any charge for such action shall be assessed to and payable by the Lot Owner to Master Association and shall be collectable the same as an assessment.

**Section 33 - Height Restriction** - The height of residential structures on the Single Family Lots and the Garden Home Lots is limited to no more than two (2) stories of Living Area not to exceed 35 feet above the floor surface of the first floor of the living area.

**Section 34 – Front Porches** - All front entrances to residences built on the Single Family and Garden Home Lots are required to have front porches. The front porches must comprise a minimum of 40% of the front facade and are required to have a minimum depth of 6 feet with a maximum depth not to exceed 12 feet.

**Section 35 – First Floor Elevation** - All homes built on the Single Family and Garden Home lots are also required to have elevated first floors and porches that are at least 24" above grade and not more than 48" above grade.

**Section 36 – Swimming Pools** - Swimming pools that are not completely enclosed may be located on lots that back up to other residential lots or do not back up to the golf course or any wet lands. Lots backing to the golf course may only have a pool where the pool and any decking is completely behind the setback requirement and is completely enclosed. Lots backing to the wet lands may only have a pool where the pool and any decking are fenced and the pool, decking and fencing are completely behind the setback requirement.

**Section 37 - Multi-Family Lots** - Nothing herein, nor amendment hereto, shall be construed to subject that area shown as Multi-Family Homes on the Master Plan shown on Exhibit B and designated as Block U on Exhibit B, to any of the restrictions set out in this Article II.

**Section 38- Commercial Area** - That area designated as Commercial Property on the Plat shown in Exhibit B is in no way affected nor controlled by any of these Land Use Covenants nor any amendment hereto.

**Section 39 - St. James Bay Golf Course** - Nothing herein, nor amendment hereto, shall be construed to subject the area shown on Exhibit D as Golf Course to these restrictions set out in this Article II.

**Section 40- General Utility Area** - Nothing herein, nor amendment hereto, shall be construed to subject the area shown on Exhibit B as General Utility Area to these restrictions set out in this Article II.

### ARTICLE III – DECLARANT’S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or any person or entity obtaining all or a substantial part of Declarant’s interest in the St. James Bay Development, or contractors or subcontractors of Declarant from doing or performing whatever Declarant, its successors and/or assigns, determine is reasonably necessary or advisable in connection with the completion of the development of the Property. It is specifically specified that Declarant may change the sideyard setback lines on those Lots designated the Garden Home Lots for all phases after phase I. Notwithstanding anything to the contrary stated in the Bylaws or these Land Use Covenants, Declarant may change the designation of one or all of Blocks P, Q, and R to Garden Home designation on any phase after Phase I and may change the designation of Block T to Single Family designation in any phase after Phase I. In no event may there ever be more than five hundred seventy- five (575) Lots.

### ARTICLE IV – MISCELLANEOUS

**Section 1 – Severability** – In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any other provisions hereof, which shall remain in full force and effect, and any provision of this Declaration deemed invalid by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, invalidation of any of the covenants or restrictions or terms or conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.



**Section 2 – Notices** – Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner on the records of the Master Association at the time of such mailing.

**Section 3 – Interpretation of Declaration** – The Board of Directors of the Master Association shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the Owners of all the Lots in St. James Bay, but only as to matters that pertain to that Lot upon which a decision is being made.

**Section 4 – Other Associations** – These covenants and restrictions are applicable within the St. James Bay Development as specifically set out herein. The Single Family Lots and Garden Home Lots may be subject to separately enumerated covenants, restrictions and associations and the Multi-Family Units will be subject to separately enumerated covenants, restrictions and association.

**Section 5 – Attorneys’ Fees** – In connection with any litigation, including appeals, arising out of this Declaration, the prevailing party shall be entitled to recover from the non prevailing party all costs incurred, including reasonable attorneys’ fees.

**Section 6 - Number and Gender** - The reference to the singular or plural person or entity in this instrument shall also include the other and the reference to male or female person shall also include the other gender.

This Declaration is effective the 10th day of April, 2003.

**EXHIBIT E  
TO THE  
ASSOCIATION BYLAWS  
FOR THE  
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.**

**GOLF COURSE**

**EXHIBIT 'E'**

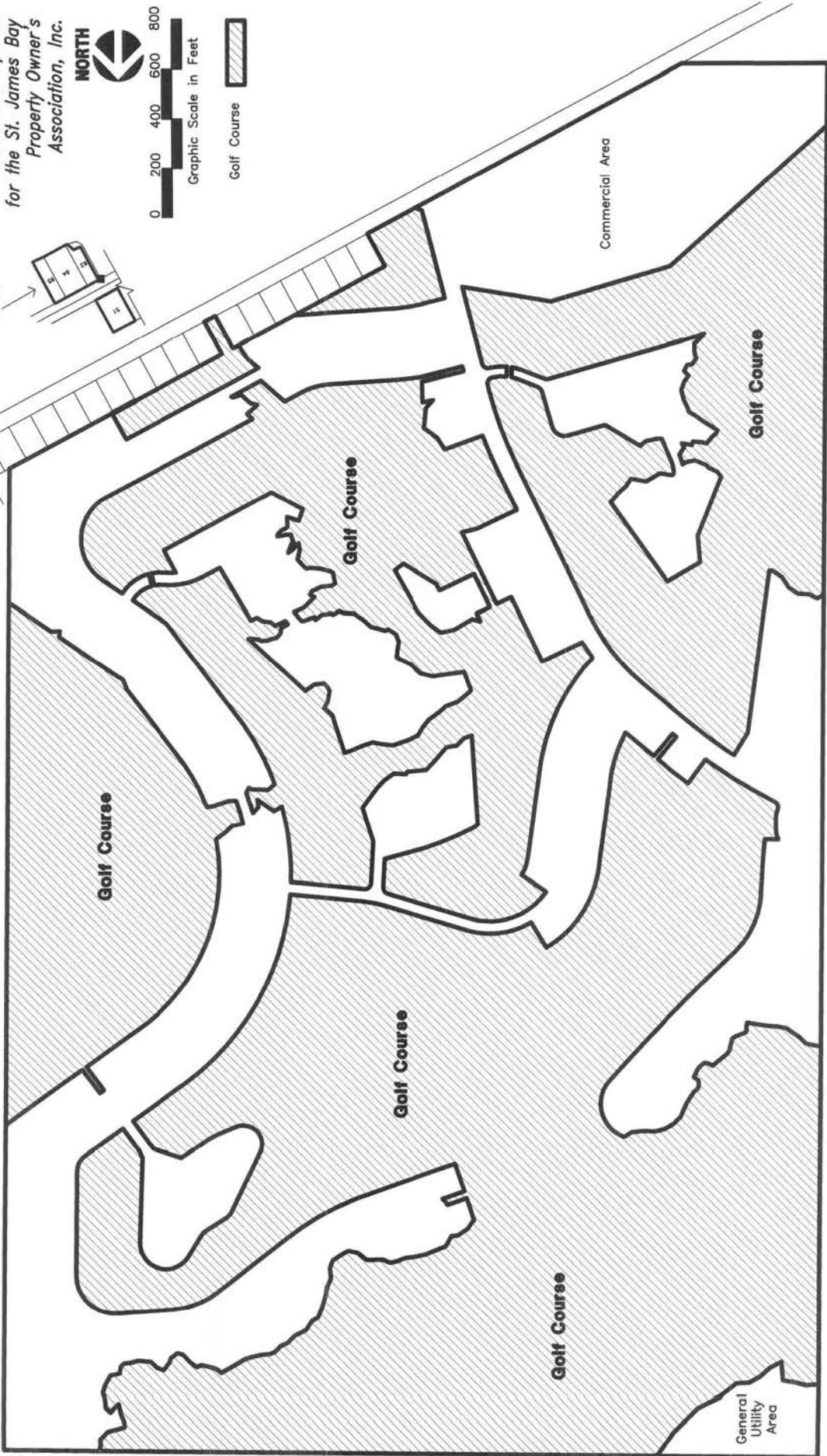
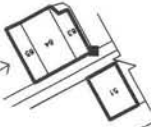
To The  
Association Bylaws  
for the St. James Bay  
Property Owner's  
Association, Inc.

**NORTH**



Golf Course

Homeowners  
Bay Recreational  
Facility



PREPARED BY:

**Baskerville-Donovan, Inc.**

316 S. Baylen Street, Pensacola, Florida



**St. James Bay**

Carabelle Properties Limited  
A Portion of Section 5, Township 7 South, Range 3 West, Franklin County, Florida

**ST. JAMES  
BAY**  
CARABELLE PROPERTIES