

**REVIVED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**  
**L'ATRIUM**

THIS REVIVED DECLARATION of covenants, conditions and restrictions is made effective by L'ATRIUM HOMEOWNERS ASSOCIATION, INC. ("Association"), a Florida not-for-profit corporation, this 5<sup>th</sup> day of NOVEMBER, 2012.

**RECITALS**

A. L'Atrium Homeowners Association, Inc., a Florida not-for-profit Corporation, the original Developer heretofore recorded covenants and restriction in Official Records Book 402, at Page 462 in the Public Records of St. John's County, Florida (hereinafter referred to as "Previous Declaration") on the lands described as attached in the exhibits hereto. The Declaration was subsequently substantively amended and reworded by the Amendment to the Declaration of Covenants, Conditions and Restrictions for L'Atrium, which was recorded on November 16, 1988, against the same real property located within St. Johns County, Florida, in Official Records Book 803 at page 1061 of the current public records of St. Johns County, Florida and by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for L'Atrium, which was recorded on February 10, 1999, against the same real property located within St. Johns County, Florida, in Official Records Book 1418 at page 188 of the current public records of St. Johns County, Florida.

B. All of the land included in said plat being hereinafter sometimes referred to as "said land," and the undersigned parties hereto do hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or Lots, parcels or tracts shown on said plat or any other parts or portions thereof shall be deemed by acceptance of such deed to have agreed to all such covenants and

restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restriction. Wherever Lots or parcels are referred to herein, same shall include Lots and parcels as same may have been replatted.

C. ~~The covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.~~

D. The organizing committee for the L'Atrium Homeowners Association, Inc. consisting of:

1. Name: George Halvorsen

Address: 8320 Merganser Drive, Ponte Vedra beach, FL

Phone: 273-1526

2. Name: Evangelina Palmer

Address: 2640 L'Atrium Circle S. Ponte Vedra Beach, FL 32082

Phone: 904 834-3121

3.Name: Joan Kemp

Address: 2545 Dauphine Ct. East Ponte Vedra Beach, FL 32082

Phone: 904 285-0384

4. Name: Deborah Smith

Address: 2800 St. Marc Ponte Vedra Beach, FL 32082

Phone: 904 704-0820

5. Name: David I. Barnette

Address: 2615 St. Noelle Ct. Ponte Vedra Beach, FL 32082

Phone: 904 285-7042

does hereby submit the covenants and restrictions of L'Atrium Homeowners Association, Inc. pursuant to Section 720.403, Florida Statutes hereinafter defined as the "Revived Declaration."

E. The Revived Declaration governs only the Lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Previous Declaration and the Amendments thereto, except otherwise provided by Section 720.404(3), Florida Statutes.

F. The voting interest of each parcel Owner under this Revived Declaration is the same as the voting interest of the parcel Owner under the Previous Declaration. The proportional assessment obligations of each parcel Owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel Owner under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Prior Declaration for the L' Atrium Covenants, Conditions and Restrictions as follows:

## **ARTICLE I**

### **DEFINITIONS**

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

**SECTION 2. OWNER.** Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 3. PROPERTY.** Property shall mean and include the property subject to this Declaration and described in Exhibit A.

**SECTION 4. COMMON AREA.** Common Area shall mean and include the real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners and described in Exhibit B.

**SECTION 5. LOT.** Lot shall mean and refer to any numbered Lots shown upon any recorded plats of L'Atrium. The term Lot shall also mean and include Cluster Lot.

**SECTION 6. MORTGAGE.** Mortgage means any mortgage or other instrument encumbering any interest in any Lot and the Common Area or any portion thereof, as security for performance of an obligation.

**SECTION 7. MORTGAGEE.** Mortgagee means the Owner of any Mortgage.

**SECTION 8. FIRST MORTGAGEE.** First Mortgagee means the holder of any Mortgage encumbering a Lot, the lien of which is prior in dignity to all other liens encumbering the same Lot.

**SECTION 9. SECOND MORTGAGEE.** Second Mortgagee means the holder of any Mortgage encumbering a Lot which is subordinate to a first mortgage but the lien of which is prior in dignity to all other liens encumbering the same Lot.

**SECTION 10. RECORDED.** Recorded means filed or recorded in the public records of St. Johns County, Florida.

**SECTION 11. BOARD OF DIRECTORS.** Board of Directors means the Association's Board of Directors.

**SECTION 12. PERSON.** Person means any natural person or artificial legal entity.

**SECTION 13. ARTICLES.** Articles shall mean the Articles of Incorporation of the Association.



**SECTION 14. DECLARATION.** Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean this Revived Declaration of Covenants, Conditions and Restrictions.

**SECTION 15. ASSOCIATION EXPENSES.** Association Expenses shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.

**SECTION 16. OCCUPANT.** Occupant shall mean the person or persons other than the Owner in possession of a Lot and the improvements thereon.

**SECTION 17. ASSESSMENT.** Assessment shall mean a share of Association Expenses required for the payment of the Association Expenses, which from time to time are assessed against the Lots and the Owners.

**SECTION 18. SURPLUS.** Surplus shall mean the excess of all receipts of the Association from the Owners and any other income accruing to the Association over and above the amount of Association Expenses.

**SECTION 19. ACCESS EASEMENT.** Access Easement shall mean one or more tracts of land constituting one or more private access drives that are shown on the recorded plats of L'Atrium Unit One and L'Atrium Unit Two and which provide access to Cluster Lots from a dedicated public road.

**SECTION 20. CLUSTER LOTS.** Cluster Lots shall mean all the Lots in L'Atrium Unit One and L'Atrium Unit Two except for those Lots that have a street address on the dedicated public road, L'Atrium Circle.

**SECTION 21. STORAGE.** Storage shall mean a vehicle or boat located on a Lot outside of an enclosed garage for a period longer than twenty-four hours, except for guest parking as permitted by the Rules and Regulations of the Association.

**SECTION 22. ARC.** The Architectural Review Committee shall mean a standing committee of the Board of Directors.

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

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. John's County, Florida and is legally described on Exhibit A, attached hereto, all of which real property shall hereinafter be referred to as the "Property." All properties described on Exhibit A are held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of protecting the value and desirability of the property, and which shall run with the title to the property, and shall be binding upon all parties having any right, title, or interest in the property or any part thereof, and their respective heirs, successors, and assigns, and which shall inure to the benefit of the Association and each Owner, as those terms are hereinafter defined.

**SECTION 1. ADDITIONS OF PROPERTY.** Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges, and liens of this Declaration in the following manner:

**(a) By Association.** Association shall have the right, at any time and from time to time, to bring within the scheme of this Declaration the lands, or any portion of the lands constituting part of the Master Plan, or, originally subject to administration by the Existing Association. The Association shall also have the right, at any time, and from time to time, to bring within the scheme of this Declaration additional properties, provided that: (i) any such additional property shall be adjacent or contiguous to Property already subjected to this Declaration, (for purposes of this Declaration, property separated by public or private roads, lakes, golf course or open landscaped areas shall be deemed contiguous), (ii) such additional property shall be reasonably consistent with the uniform scheme for development set forth in this Declaration and in the Master Plan, and (iii) such additional properties and the Owner or Owners thereof shall become, upon their addition to the Property, subject to assessments for Association expenses.

**(b) Withdrawal of Property.** Association shall have the right, at any time, and from time to time, to withdraw from the scheme of this Declaration any Property or Properties owned by the Association, provided that: (i) no property shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the scheme of this Declaration that no parcel of land subject to this Declaration shall ever be noncontiguous to at least one other parcel of land subject to this Declaration and (ii) any Owner of said land other than the Association shall consent in writing to such withdrawal.

**(c) Other Additions.** The Association may also annex additional lands to the Property upon the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a

regular meeting of the Association or at a special meeting duly called for such purpose and upon obtaining any county or governmental approvals as may be required by law. The addition or annexation shall occur automatically when approved by the Association upon the recordation of a declaration imposing the strictures of this document upon the annexed property.

(d) **Supplementary Declaration.** The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof: which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

(e) **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation its property, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

### **ARTICLE III**

#### **PROPERTY RIGHTS AND COMMON PROPERTY**

**SECTION 1. TITLE TO COMMON AREA.** The Association shall hold the title (or easements) to roads, lakes and canals, and other common areas which are, or have been designated, for the use or benefit of all of the Owners of the Property, subject to taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities, and perpetual non-exclusive easements for ingress to and egress from all property.

**SECTION 2. OWNERS EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area. The Association can establish an invoicing procedure if any such changes are implemented and the procedure and charges shall be stated in the Rules and Regulations;

(b) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use the recreational facilities within the Common Area by an Owner and/or his Tenant, for any period during which any assessment against his Lot remains unpaid in excess of ninety (90) days past the due date or for any infraction of its published Rules and Regulations. Owners' rights are suspended upon receipt of formal written notice from the Association sent in accordance with Article VIII, Section 3. The Association can seek injunctive relief to compel

compliance and injunctive relief is granted to the Association, the Owner shall pay the Association's reasonable attorney's fees;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area or Access Easement to any public agency, authority or utility, for such purpose and subject to such conditions as may be agreed by the Board of Directors. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of two-thirds (2/3) of all Association members shall be required to approve such deed or transfer;

(d) the Right of the Association to take such steps as is reasonably necessary to protect the Common Area against foreclosure;

(e) the right of the Association (in accordance with its Articles and By-Laws) to borrow money for the purpose of improving the Common Area and, in aid thereof, mortgage said properties, subject to the easement of use and enjoyment granted herein;

(f) all provisions of the Declaration, any plat of all or any part of the Property, restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and By-Laws of the Association; and

(g) rules and regulations governing use and enjoyment of the Common Area adopted by the Association including reasonable admission charges if deemed appropriate for each Common Area parcel.

## **ARTICLE IV**

### **MEMBERSHIP AND VOTING RIGHTS**

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

**SECTION 2. VOTING RIGHTS.** The Association shall have one class of voting membership.

Membership shall be all Owners. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

## **ARTICLE V**

### **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

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

**SECTION 2. MAINTENANCE OF ACCESS EASEMENTS.** The Association shall be responsible for the maintenance and upkeep of the Access Easements. Cost for the maintenance shall be paid from accounts established for this purpose in accordance with Article VI, Section 3.

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

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

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

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



The Association at all times shall procure, maintain, and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Area and established by any of the following agencies of the United States Government; VA, Government National Mortgage Association, and Federal Home Loan Mortgage Corporation.

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

**SECTION 8. RESTRICTIONS ON CAPITAL IMPROVEMENTS.** At all times hereafter, all capital improvements to the Common Area, except for replacement, enhancement or repair of those items installed by the Developer and except for personal property related to the maintenance of the Common Area, shall require the approval of the two-thirds (2/3) of the votes entitled to be cast.

## **ARTICLE VI**

### **COVENANTS FOR ASSESSMENT**

**SECTION 1. CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT.** Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a)

annual Assessments or charges, and (b) Special Assessments for capital improvements and for the purpose of eliminating a deficit. The Annual and Special Assessments for capital improvements and for the purpose of eliminating a deficit are to be established and collected as herein provided. The Annual and Special Assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. Sale or transfer of any Lot shall not affect the assessment lien or the Owners personal obligation.

**SECTION 2. PURPOSE OF ASSESSMENTS.** The Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; and for the improvement and maintenance of the Common Area and the maintenance of the Access Easements to Cluster Lots; and for the purpose of enabling the Association (a) to pay all ad valorem taxes assessed against any property, real or personal; (b) to pay for insurance on any buildings, land, or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided; (c) to pay for all expenses of operating the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses, and to any and all other things necessary and desirable in the judgment of the Board of Directors; (d) to keep the property owned or leased by the Association neat and attractive, or to preserve or enhance the value of the property or to eliminate a fire, health, or safety hazard, or to carry out any other action or service which in the judgment of the Board of Directors may be of general benefit to the members of the Association; (e) to repay funds together with interest thereon, borrowed by the Association and used for the

purposes referred to herein; (f) to accumulate reasonable reserves for common area recreational facilities; and (g) to pay any lien against any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association.

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

**SECTION 3. AMOUNT AND PAYMENT OF ANNUAL ASSESSMENT.** The Board of Directors shall fix the annual assessment in aggregate at an amount necessary to properly carry out the various functions set forth in Section 2 above. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto by certified mail during the month of December.

(a) The Owner of the Cluster Lot shall pay an additional annual assessment per each Cluster Lot owned by him for the maintenance of the Access Easement to his Cluster Lot. The additional assessments shall be maintained in separate accounts for the benefit of each Cluster Lot for repair and maintenance of its appurtenant Access Easement in accordance with Article V, Section 2.

(b) The maximum annual assessment, including the assessment to the Owner of a Cluster Lot, may be increased each year without a vote of the membership to correspond with

increases in the cost of living index. The applicable cost of living index and related implementation shall be selected by the Board of Directors.

(c) The annual assessment, including the assessment to the Owner of a Cluster Lot, may be increased above the increase in the cost of living index by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) The annual assessment shall be collected no less frequently than monthly, but may be collected quarterly, semi-annually, or annually, as the Board of Directors may establish.

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the members who are entitled to vote at a meeting duly called for this purpose.

**SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 (c) AND SECTION 4.** Written notice of any meeting called for the purpose of taking any actions authorized under Section 3(c) or Section 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At first such meeting called, the presence of members or of proxies entitled to cast at least thirty-three percent (33%) one-third (1/3) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be twenty-five percent (25%)

or one-fourth (1/4) of the members or of proxies entitled to vote. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 6. UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all Lots except for the additional assessment for Cluster Lots as hereinabove provided, and may be collected in advance. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**SECTION 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, fine the Owner/Occupant and/or accelerate assessments.

**SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VII**

### **USE RESTRICTIONS**

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

#### **SECTION 1. COMMON AREAS.** The following are prohibited in the Common Area:

- (a) No fishing with nets is permitted in the lakes located in the Common Area.
- (b) No plants, hedges, fences or any other structure may be positioned so as to extend into or be permitted to grow within three feet of the edge of the lakes located in the Common Area.
- (c) Any fence, gate or pool gate that blocks access to an easement or any common area shall not be locked so that it denies access to any Owner, public agency, authority or utility and, if necessary for health, safety, and welfare purposes, at the Board's direction, the Owner agrees to remove the same.
- (d) No "For Rent," "For Sale," or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the ARC thereof has approved in writing the design, materials, lettering, and location of said sign.

**SECTION 2. EASEMENTS.** Prior to the recordation of this Revived Declaration, easements may have been reserved by the Developer for utility, drainage, or other purposes within the Property. The Developer has assigned any and all such easements for installation of utilities or other uses necessary or appropriate for the service of the Property to the Association.

Any wall, fence, paving, planting, or other improvements placed upon any easements affecting the Property by the Owner of the Property on which the easement lies shall be removed, if required by the Association, or its assignee at the expense of said Owner. All Owners shall make use of the Property in conformance with the terms and conditions of such easements.

**SECTION 3. EASEMENTS FOR ENCROACHMENT, MAINTENANCE AND DRAINAGE.** The Association hereby reserves and is given a perpetual, alienable, and releasable easement, privilege, and right on, over, and under a strip of land extending the full length of and along the interior back line of each lot and a strip of land extending the full length of and along the interior side lines of each lot.

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

Each Owner agrees to include the following language in any deed conveying their fee interest in their Lot:

“Subject to a perpetual, alienable, and releasable easement privilege and right on, over and under a three foot strip of land measured from the exterior back lot line or the exterior side line to the setback line of the dwelling.”

Each Lot shall be subject to the above-described interior back line and interior side line easements for: (a) the ordinary and reasonable maintenance and upkeep of structures on adjoining Lots; (b) encroachments created by construction, settling and overhangs including

plants, board and cement walkways, screen and trellis supports, and patio enclosure walls for all buildings; and (c) the installation, maintenance, and use of water drainage facilities and storm sewers. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers, privacy wall vents, or utility easements as designated herein or as may hereafter appear on any plat of record in which reference is made to these covenants. In the event any home is partially or totally destroyed, and then rebuilt, the Owners of the adjoining Lots agree that minor encroachments created by reconstruction shall be permitted, and that a valid easement for such encroachments and the maintenance thereof shall exist.

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

**SECTION 4. DRAINAGE.** No changes in elevations of property shall be made which will cause undue hardship to any adjoining property with respect to natural run-off of rain water or which shall result in any alteration of the drainage system for the Property and the lands adjacent to or near the Property, or which shall in any way affect the drainage system for the benefit of the Property and lands adjacent to the Property without the prior written consent of the Association.

**SECTION 5. GENERAL.** The following covenants and restrictions shall apply to all Properties included within Exhibit A:



(a) Lots shall be used for single-family residential purposes only. However, businesses that do not create foot and/or vehicular traffic can be approved upon petition to the Board. Approval can be rendered with the Board's sole discretion. Businesses which create foot and/or vehicular traffic are specifically prohibited. Further, in order to receive and to maintain approval, the Owner must agree as follows: (a) no commercial signage shall be erected or be visible on any structure or part thereof or vehicle; (b) no business activity will be visible from the front property line of the Lot; (c) no commercial deliveries will occur; (d) no dangerous or obnoxious activities; (e) no unusual communications equipment will be installed; and (f) no commercial vehicles will operate or park at the property.

(b) Repair of wheeled vehicles of any kind or boats, outside of an enclosed garage, is prohibited. Storage of wheeled vehicles or boats, outside of an enclosed garage, is prohibited. Driveways are only to be used for parking automobiles and light trucks that are operable and in good repair. No vehicles bearing commercial signage or panel advertisements shall be parked in any driveway or on the street unless and except the same are making a delivery or performing repair for Owner.

(c) Changes of existing exterior color schemes of any residence or other building or fence shall not be made without the Prior written approval of the ARC of the Association. No addition or alternation to any structure shall be allowed without the Committee's approval. The Committee has the right to approve garage and other door colors as well as exterior walls. No awnings, shades, or other extraneous fixtures or decorations may be attached to or used in the exterior of any structure without the Committee's approval. No exterior windows or doors, including garage doors, may be altered, added or deleted, or relocated except where approved by the Committee. Roof ventilators, exposed pipes, gutters, down spouts, eave flashing, and other

exterior vents shall be painted to match adjacent surfaces. Pastel colored exterior color schemes or exposed or painted concrete block exteriors on the above-described structures are prohibited. Installation of garage openings facing the street of Access Easements is required. No garage door opening shall be enclosed to prevent the parking or storage of vehicles in the garage except for those already permitted by the St. Johns County Zoning Board.

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

(e) No fence or other obstruction shall be constructed without the approval of the ARC.

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

(g) The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located upon any Lot if the location of same will, in the sole judgment and opinion of the ARC, obstruct the vision of the motorist upon any of the streets.

(h) Any fence or other structure that is in disrepair and extends into the three-foot right-of-way surrounding the lake must be removed. Disrepair of any fence or other structure shall be determined by the ARC.

**SECTION 6. ROADWAYS.** The Association shall have the right, but no obligation, to adopt reasonable rules and regulations pertaining to use of the Roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the Roadways. The Association shall have the right, but no obligation, to control the movement of vehicular traffic within the Property and impose fines for speeding and violation of other posted or published traffic regulations, such fines to be collected by the Association in the manner provided for assessments set forth in Articles VI and VIII hereof and to prohibit use of the Roadways by traffic or vehicles (including, without limitation, vehicles not designed or licensed for highway use) which in the opinion of the Association would or might result in damage to the Roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the Roadways.

**SECTION 7. ALL STRUCTURES TO BE APPROVED BY THE ASSOCIATION.**

For the purpose of further insuring the development of the Properties as residential area of

highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors shall require and establish an Architectural Review Committee, which shall be a standing committee of the Board. The committee shall have no less than three (3) members and shall be vested with the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each Lot in the manner and to the extent set forth herein (hereinafter the "ARC"). No residence or other building, and no building, fence, wall, driveway, swimming pool, or other structure or improvements, regardless of the size or purpose, whether placed, erected or allowed to remain on any Lot, nor any additions to or exterior change, including enclosed garage, or alteration thereto shall be made, unless and until building plans and specifications covering the same (the building plans and specifications shall show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and approximate square footage, and contain a construction schedule and such other information as the Association or ARC shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation and surface contours of the Lot) have been submitted to and approved by the ARC in writing. The ARC shall have the absolute and exclusive right to refuse to approve any such building plans and specification and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications, lot-grading and landscaping plans, the ARC may take into consideration the suitability and desirability of the proposed construction, the materials to be used and the quality of the proposed workmanship. Building designs of original styling using natural materials having earth tones are encouraged by the Association. No plans and specifications shall be approved

unless suitable sidewalks and landscaping are provided. Builders and contractors shall be responsible for landscaping, including providing adequate ground cover and erosion control on the Lots themselves and the areas between Lot lines and streets and Lot lines and the water line of the lake where applicable. The builders of patio homes shall follow all guidelines, conditions, and stipulations set forth under the terms of the PUD authorized by St. Johns County. Any request for approval not approved or denied by the ARC within thirty (30) days of submission receipt by the ARC shall be considered automatically approved and no further approval shall be necessary.

**SECTION 8. DOCKS. BOATHOUSES. WATERFRONT CONSTRUCTION.**

**BOATS AND SHORE CONTOURS.** No docks or other structure shall be constructed which extends into or over the Common Area lakes. No bulkheads, moorings, pilings, boathouses, or boat shelters of any kind or any other construction shall be erected on or over waterways without the proper written approval of the Association or Architectural Review Committee thereof. Shoreline contours above or below water may not be changed without the written approval of the Association or ARC thereof. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No vessel or boat shall be anchored offshore in any of the waterways adjacent to the Property without prior written approval of the Association. No boathouse shall be constructed on or adjacent to any of the waterfront Property, nor shall any boat canal be dug or excavated in any of the waterfront Property without the same being approved by the Association. The waters of the various canals and lakes traversing portions of the Property shall be used or navigated only by the Members of the Association and their designees, lessees, or invitees.

**SECTION 9. BOATS AND MOTOR VEHICLES.** No boats, mobile homes, recreational vehicles, or other motor vehicles, except four wheel passenger automobiles, or vans,

shall be placed, parked or stored upon any areas of the Property designated for residential use (unless approved by the Association), nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. No diesel, electric, or gasoline driven boats are to be kept, parked, stored, or used in the lakes located in the common area or on waters subject to these restrictions or any waters within the Property or located within the lands adjacent to the Property.

**SECTION 10. TREES.** No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the ARC.

**SECTION 11. NO OVERHEAD WIRES.** All telephone, electric, and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided through underground primary service lines running to transformers. There is an underground conduit to serve each Lot, extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall become and remain the property of the Owner of the Lot. Each Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires, conductors, and other electric facilities from the point of the applicable transformer to the residence on the Lot and all of the same shall be and remain the property of the Owner of each Lot. Each Owner shall be responsible for all maintenance, operation, safety, repair, and replacement of the entire secondary electrical system extending from the applicable transformer to the residence on his Lot.

**SECTION 12. NO PICNIC AREAS PRIOR TO CONSTRUCTION.** No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

**SECTION 13. NO SHEDS, SHACKS OR TRAILERS.** No shed, shack, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot or driveway, including athletic appurtenances, structures, or devices, unless and until the location, size, and design thereof shall have been approved by the ARC. This restriction shall not prohibit the use of movable athletic appurtenances provided it is removed when not in use. Permanent or portable basketball goals, however, shall not be permitted on any Lot at any time.

**SECTION 14. AERIALS AND ANTENNAS.** No satellite dish nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building or other structure unless and until the location, size, and design thereof shall have been approved by the ARC. The ARC shall not impose restrictions on aerials and antennas that unreasonably delay or prevent installation, maintenance of use, unreasonably increase the cost of installation, maintenance, or use, or preclude reception of an acceptable quality signal. Any installation or cost imposed on an Owner by the ARC must be reasonable in light of the cost of the equipment or services and the rule, law, regulation, or restriction's treatment of comparable devices.

**SECTION 15. MAIL BOXES.** No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design, and type of material for the boxes or receptacles shall have been approved by the Committee. When the United States mail service

or the newspaper or newspapers involved shall make delivery to a wall receptacle attached to the residence, each Owner shall replace the boxes or receptacles previously employed for such purpose with all receptacles attached to the residence.

**SECTION 16. NO NUISANCES/OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance to Owners of the Property or adjacent properties. In the event of any questions as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing, whose decision shall be final.

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Association may enter upon the Property and remove same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in areas so that they may not be visible from the adjoining properties. No dumping of grass clippings, yard trash, garbage, construction materials, soil, or other silt causatives, toxic chemicals, excess fertilizer, excess pesticides, or any other materials foreign to fresh water shall be made by blowing, or by runoff into the Water Management System canals or ditches or swales or into the storm sewers that feed into the Water Management System canals or ditches or swales.

**SECTION 17. ANIMALS.** All domestic animals shall be kept under control by the Owner at all times and leashed when upon the Property. Domestic animals shall be kept for the



pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

**SECTION 18. DRYING AREAS.** No portion of the Property shall be used as a drying or hanging area for laundry or any kind, it being the intention hereof that all such facilities shall be provided within the buildings constructed, or to be constructed, on the Property.

**SECTION 19. WELL LIMITATION; WATER SUPPLY.** No individual water system or well of any type shall be maintained, drilled or permitted on any Lot without prior approval of the Association. The central water system will provide for the service of the Lots and shall be used as the sole source of water for all purposes on each Lot except water used for yard, garden, or air conditioning purposes and including, but not limited to, water for all water spigots and outlets located within or without all buildings, swimming pools, or other exterior uses. Each Owner at his expense shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection (if any) and water meter charges established by the utility company. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

**SECTION 20. SEWAGE DISPOSAL.** Each Owner, at his expense, shall connect his sewage disposal line to the sewer collection line provided to serve his Lot so as to comply with the requirements of such sewage collection and disposal service of the utility company or its successors or assigns. After such construction, each Owner shall pay when due the periodic charges or rates for furnishing of such sewage collection and disposal service. The utility company or its successors and assigns, has the sole and exclusive right to provide all water and

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

**SECTION 21. WATER AND SEWAGE REGULATIONS.** All Lots are subject to all rules, regulations, and ordinances relative to water and sewer rates, usage, rights, privileges, and obligations regarding such services as may be adopted from time to time by the utility company, or its successors or assigns.

## **ARTICLE VIII**

### **MISCELLANEOUS**

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

construction company for violating any of these Covenants and Restrictions, if such violation occurs as a result of normal construction activity.

**SECTION 2. COVENANTS OF THE LAND.** The covenants and restrictions of this Revived Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Revived Declaration, their respective legal representatives, heirs, successors and assigns.

**SECTION 3. REMEDIES FOR VIOLATION.** Violation or breach of any condition, covenant, or restriction herein contained or of any rule duly promulgated by the Association, shall give the Association, the Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, restrictions, or rules, and to prevent the violation or breach of any of them, and the expense of such enforcement shall be borne by the then Owner or Owners of the subject property. The expense of enforcement of such covenants, restrictions, or rules shall include reasonable attorneys' fees incurred by the Association or the Owners in seeking such enforcement, regardless of whether litigation is instituted.

In addition to all other remedies, and to the maximum extent allowed by law, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of any Owner, his family, guests, invitees, tenants, or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(i) The Association shall notify the Owner of the alleged infractions in writing. Included in the notice shall be the date and time of a meeting of the Board of Directors, Hearing Committee, or any other entity as proscribed by the law (the "Committee") at which time the

Owner shall present, if he so chooses, orally or in writing, arguments as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given. Failure to appear at such meeting or submit written argument may be considered by the Committee in resolving the matter.

(ii) At a regular or special meeting, the alleged infractions shall be presented to the Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Committee shall be submitted to the Owner not later than twenty-one (21) days after the Committee meeting. At the special meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(iii) The Committee may levy fines as follows:

(a) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(b) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(c) Third or subsequent non-compliance or violation, or those which are of a continuing nature after not less than two (2) prior written notices thereof have been delivered to the Owner: a fine not in excess of One Thousand Dollars (\$1,000.00) provided that such fines may not exceed the amounts provided by applicable law.

(iv) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(v) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in

the same manner as regular and special assessments are collected and enforced pursuant to these covenants.

(vi) All monies received from fines shall be allocated as directed by the Committee.

(vii) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

**SECTION 3. 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 member or Owner on the records of the Association at the time of such mailing.

**SECTION 4. APPROVAL OF HOMEOWNERS ASSOCIATION.** Wherever in these Covenants, the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. Such request shall be sent to the Association by certified mail with return receipt requested. In the event the Association fails to act on any such written request within thirty (30) days after the same has been received by the Association, the consent or approval of the Association to the particular action sought in such written request shall be presumed, however, no action, except as referred to in Article VII, Section 7 shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants and Restrictions herein contained.

**SECTION 5. SEVERABILITY.** Invalidation of any of these Covenants and Restrictions by judgment or court orders shall in no way affect any other provisions which shall remain in full force and effect.

**SECTION 6. AMENDMENT, TERMINATION AND RENEWAL.** The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless earlier termination during the first twenty (20) years or thereafter by a vote of not less than two-thirds (2/3) of the Owners, voting in person or by proxy. An instrument of consent to termination signed by two-thirds (2/3) of the Owners shall suffice in lieu of a vote taken at a regular or special meeting. Upon the termination of this Declaration, the covenants and restrictions contained herein shall be null and void and Ownership of any portion of the Developers' improvements and the Common Areas shall revert to the Association, or its successors or assigns. The Covenants and Restrictions of this Declaration may be amended by a vote of not less than two-thirds (2/3) of the Owners, voting in person or by proxy, at a regular or special meeting called for the purpose of amendment. An instrument of consent signed by two-thirds (2/3) of the Owners who have first had the opportunity to review the proposed amendments shall serve as an approval of the members to amend in lieu of a meeting. Any amendment or election to terminate the Declaration or to terminate automatic renewal thereof must be recorded.

meeting. Any amendment or election to terminate the Declaration or to terminate automatic renewal thereof must be recorded.

IN WITNESS WHEREOF, this instrument has been executed and dated as of

January 3, 2013.

Signed, Sealed, and Delivered  
In our Presence

Deborah K. Koteles

Solomon H. Hennessey

STATE OF FLORIDA     )  
                                  )  
COUNTY OF ST. JOHNS    )

ss.

(Seal)

L'ATRIUM HOMEOWNERS  
ASSOCIATION, INC.

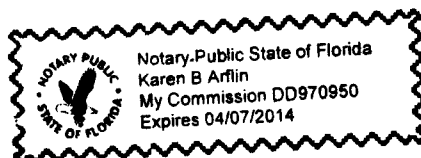
By: Sarita May, President

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for said County and State, personally appeared SARITA MAY, known to me to be the President of L'Atrium Homeowners Association, Inc., the corporation that executed the written instrument and known to me to be the person who executed the written instrument on behalf of said corporation therein names in the capacity therein states, and s/he acknowledges to me that s/he executed the written instrument in the capacity herein states, and was authorized to execute the written instrument on behalf of L'ATRIUM HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 3<sup>rd</sup>  
day of January, 2013.

Karen B. Arlin

Notary Public, State of Florida  
at Large, My Commission expires:



**EXHIBIT A****ENTIRE L'ATRIUM PROPERTY****PARCEL ONE**

A part of Section 46, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a point of reference commence at the corner common to Sections 27, 43, 44, and 46, in said Township and Range; thence run South 15 degrees 37 minutes 30 seconds East, along the line dividing said Sections 44 and 46, a distance of 967.34 feet; thence run South 83 degrees 30 minutes 30 seconds West, a distance of 12.15 feet to the point of beginning; thence run South 15 degrees 37 minutes 30 seconds East, parallel with and 12 feet from said line dividing Sections 44 and 46, a distance of 464.82 feet; thence run south 83 degrees 30 minutes 30 seconds West, a distance of 1411.88 feet to the Easterly right of way line of State Road No. A-1-A (formerly State Road No. 203) (also known as The Ponte Vedra By-Pass Road) as now established as a 200 foot right of way; thence run North 3 degrees 14 minutes 00 seconds West, along said Easterly right of way line, a distance of 459.67 feet; thence North 83 degrees 30 minutes 30 seconds East, a distance of 1311.97 feet to the Point of Beginning.

**PARCEL TWO**

A part of Section 46, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For point of reference commence at the corner common to Sections 27, 43, 44 and 46, in said Township and Range, and run S.15°37'30"E., along the line dividing said Sections 44 and 46, a distance of 1,432.17 feet to a point for point of Beginning.

From the point of beginning thus described, continue S.15°37'30"E., and along said dividing line a distance of 1,138.08 feet to a point; run thence S.83°30'30"W., a distance of 1,692.29 feet to a point in the Easterly right of way line of Florida state Road A-I-A (state Road 203), a 200 foot right of way; run thence northerly, along said right of way line, as follows: first course, N.00°40'10"E., a distance of 83.09 feet to a point of curvature; second course, along the arc of a curve, concave Westerly and having a radius of 7,739.49 feet, a chord distance of 527.08 feet to a point of tangency of said curve, the bearing of the aforementioned chord being N.1°16'55"W., third course N.3°14'00"W., a distance of 517.14 feet to a point; run thence N.83°30'30"E., a distance of 1,424.03 feet to the point of beginning.

**EXCEPT** a 10 Acre Tract thereof more particularly described as follows:

A part of section 46, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:



Commence at the corner common to Sections 27, 43, 44 and 46 of said Township and Range; thence S.15°35'44"E., along the line dividing said sections 44 and 46, a distance of 2303.28 feet to the Point of Beginning; thence continue S.15°35'44"E., along the line dividing said Sections 44 and 46, for a distance of 266.97 feet thence S.83°29'13"W., for a distance of 1698.56 feet to a point on the Easterly right of way of State Road A-I-A (State Road 203), a 200 foot right of way; thence N.00°40'10"E., along said Easterly right of way line, for a distance of 83.29 feet to the point of curvature of a curve to the left having a radius of 7,739.49 feet; thence Northerly, along said Easterly right of way line and along the arc of said curve thru a central angle of 01°20' 55", for a distance of 182.17'; thence N.83°29'13"E., for a distance of 1,616.36 feet to the Point of Beginning.

**EXHIBIT B****L'ATRIUM UNIT ONE**

A tract of land in section 46, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a point of reference commence at the corner common to Sections 27, 43, 44 and 46, in said Township and Range; thence run South  $15^{\circ}37'30''$  East, along the line dividing said Sections 44 and 46, a distance of 967.35 feet; thence run South  $83^{\circ}30'30''$  West, a distance of 1,324.12 feet to the point of beginning, said point lying in the Easterly right-of-way line of Florida State Road A-1-A (State Road 203), a 200 foot right-of-way as now established.

From the point of beginning thus described, run South  $03^{\circ}14'00''$  East along said Easterly right-of-way line of State Road A-1-A, a distance of 782.17 feet; thence South  $81^{\circ}14'00''$  East, a distance of 230.69 feet; thence South  $83^{\circ}31'01''$  East, a distance of 50.19 feet; thence South  $81^{\circ}14'00''$  East, a distance of 170.15 feet; thence South  $08^{\circ}46'00''$  West, a distance of 91.13 feet; thence North  $83^{\circ}46'00''$  East, a distance of 96.63 feet; thence North  $08^{\circ}46'00''$  East, a distance of 121.12 feet; thence South  $81^{\circ}14'00''$  East, a distance of 110.76 feet; thence North  $06^{\circ}29'30''$  West, a distance of 15.55 feet; thence North  $23^{\circ}57'54''$  East, a distance of 45.00 feet; thence North  $83^{\circ}30'30''$  East, a distance of 117.19 feet; thence South  $06^{\circ}29'30''$  East, a distance of 112.38 feet to a point in a curve, said curve being concave to the Southeast, having a radius of 475.00 feet and being subtended by a chord which bears North  $85^{\circ}38'34''$  East, 117.81 feet; thence run North-easterly along the arc of said curve, through a central angle of  $14^{\circ}14'52''$ , an arc distance of 118.12 feet to the point of tangency of said curve; thence South  $87^{\circ}14'00''$  East, a distance of 27.64 feet; thence North  $06^{\circ}29'30''$ ; West, a distance of 130.00 feet; thence North  $83^{\circ}30'30''$  East, a distance of 120.00 feet; thence North  $06^{\circ}29'30''$  West, a distance of 267.25 feet; thence North  $04^{\circ}01'47''$  East, a distance of 120.00 feet; thence North  $20^{\circ}04'36''$  East, a distance of 50.99 feet; thence North  $22^{\circ}11'10''$  East, a distance of 109.82 feet; thence North  $33^{\circ}46'49''$  East, a distance of 94.37 feet; thence North  $40^{\circ}16'15''$  East, a distance of 91.97 feet; thence North  $87^{\circ}34'26''$  East, a distance of 108.32 feet; thence North  $15^{\circ}37'30''$  West, a distance of 183.00 feet; thence South  $83^{\circ}30'30''$  West, a distance of 1311.97 feet, to the point of beginning.

**EXHIBIT C**

**COMMON AREA**

TRACT "A" and TRACT "B" as described on the plat of L'ATRIUM UNIT ONE; the plat of L'ATRIUM UNIT ONE will be recorded in public records of St. Johns County, Florida, and was executed by L'Atrium, Ltd. on December 13, 1978.

COPY

**EXHIBIT D**

**CLUSTER LOTS**

The Following numbered Lots are "Cluster Lots," and such Lots are as shown on the plat of L'ATRIUM UNIT ONE. The Plat of L'ATRUIM UNIT ONE will be recorded in the public records of St. Johns County, Florida, and was executed by L'ATRIUM LTD. on December 13, 1978.

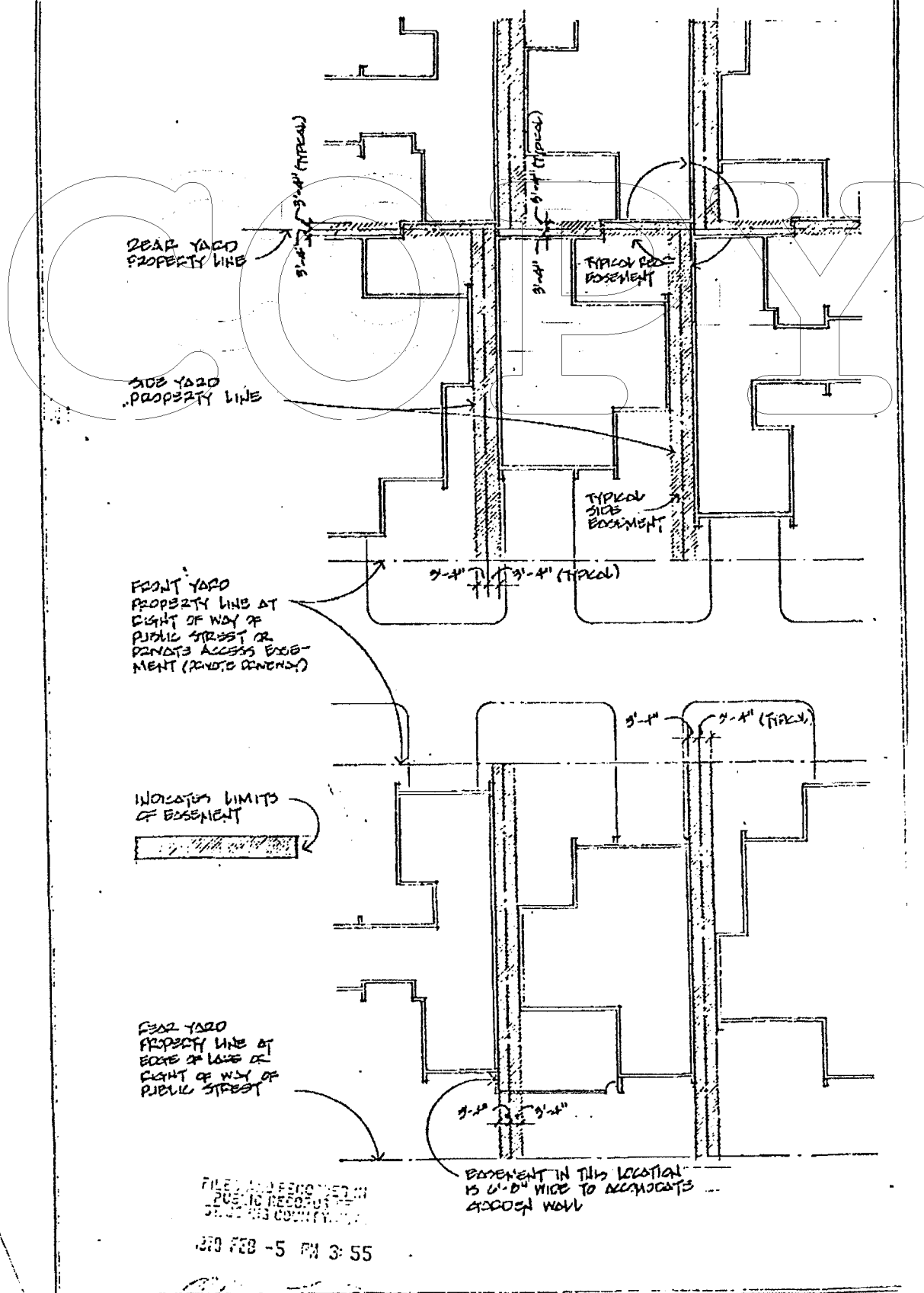
Lots 4 through 19 inclusive, Lots 22 through 28 inclusive, Lots 31 through 35 inclusive, and Lots 38 through 48 inclusive, Block 1.

Lots 1 through 10 inclusive, and Lots 20 through 47 inclusive, Block 2.

Lot 1 and Lots 3 through 10 inclusive, Block 3.

SEE 402 PAGE 404

# EXHIBIT "E" OR 1418 PG 227



REVIVED BY-LAWS  
OF  
L'ATRIUM HOMEOWNERS ASSOCIATION, INC.

The following Revived By-Laws of L'Atrium Homeowners Association, Inc., were approved by a majority vote of the Members at a duly called meeting on 5<sup>th</sup> day of NOVEMBER, 2012. The By-Laws are hereby revived as follows.

ARTICLE I

NAME AND LOCATION. The name of the corporation is L'Atrium Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at L'Atrium, # A1A South, Ponte Vedra, Florida but meetings of members and directors may be held at such places within St. Johns County, Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to L'Atrium Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Revived Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declaration" shall mean and refer to the Revived Declaration of Covenants, Conditions, and Restrictions for L'Atrium applicable to the Properties recorded in the Office of the Clerk of Circuit Court, St. Johns County, Florida, O.R. Book \_\_\_\_, Page \_\_\_\_, as amended from time to time.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meetings, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of

notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until on subsequent calls, one-third (1/3) of members entitled to vote by proxy or otherwise are present and represented. Such one-third (1/3) representation shall constitute a quorum for proper conduct of business on the second and subsequent calls.

Section 5. Proxies. At all meetings of members, each member may vote in person or proxy. All proxies shall be in writing and filed with the secretary. Any member present at a meeting may revoke his proxy by voting in person.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association.

Section 2. Term of Office. At the first Homeowners' election, the members shall elect five directors; the three directors receiving the highest number of votes shall serve a term of two years, each of the other directors shall serve one year terms. In subsequent elections, directors shall be elected for two year terms. Directors elected at the annual meeting shall take office immediately following their election.



Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of majority of the directors. Any action so approved shall have the same effect as though taken at the meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, which shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least six months prior to the annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members.

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

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at the Board's discretion, at such place and hour as may be fixed from time to time by resolution of the Board, but not less than semi-annually. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties including fines and acceleration of assessments for the infraction thereof;

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

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

(e) employ a manager, and independent contractor, or such other employee as they deem necessary, and to proscribe their duties.

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

(a) cause to keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

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

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this article.

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

President

(a) The president shall preside at all meetings of the Board of Directors and the Association shall see that orders and resolutions of the Board are carried out; shall sign all leases,

mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.

#### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings on the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

## COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

## BOOKS AND RECORDS

The books, records, and papers of the Association shall be at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of Association, where copies may be purchased at reasonable costs.

## ARTICLE XI

## ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of 12% percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In addition to the above described

action, the Association may levy a fine, not to exceed fifty (\$50.00) dollars against any Unit for failure of the Owner, occupant, licensee, or invitee to pay assessments, after having given reasonable notice to the party to be fined of their failure to pay. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: L'Atrium Homeowners Association, Inc.

ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

ARTICLE XIV  
MISCELLANEOUS

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



IN WITNESS WHEREOF, we, being all of the directors of the L'Atrium Homeowners Association, Inc. have hereunto set our hands as of this date of \_\_\_\_\_.

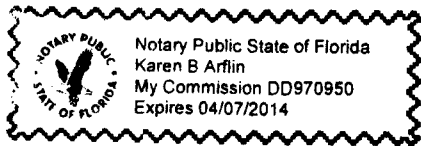
*Sarita May*  
PRESIDENT

*Jim Dodo*  
SECRETARY

COPY

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged this 3<sup>RD</sup> day of January, 2013, by SARITA MAY, personally known to me or produced I.D., as President of L'Atrium Homeowners Association, Inc., a Florida nonprofit corporation and JIM DODO, personally known to me or produced I.D., as Secretary of L'Atrium Homeowners Association, Inc., a Florida nonprofit corporation, on behalf of the corporation.



*Karen B. Arlin*  
Print: \_\_\_\_\_  
Notary Public  
State of Florida, at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

My Commission Expires:

ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
L'ATRIUM HOMEOWNERS ASSOCIATION, INC.

The name of the corporation is L'Atrium Homeowners Association, Inc., hereafter called the "Association," whose original Articles of Incorporation of which were filed with the Florida Department of State on December 17, 1979, under document number 750238.

The Association desires to amend and restate its Articles of Incorporation as more particularly described hereafter. These Articles of Amendment have been proposed by the Board of Directors of the Association and have been approved by a majority vote of a quorum of the Members of the Association presently entitled to vote at a meeting of such members of the Association held on NOVEMBER 5<sup>th</sup>, 2012.

NOW THEREAFTER, the Association hereby amends and restates its Articles of Incorporation as follows:

ARTICLE I

The name of the corporation is L'Atrium Homeowners Association, Inc., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at L'Atrium, # A1A South, Ponte Vedra Beach, Florida.

ARTICLE III

MARSH LANDING MANAGEMENT, whose address is 4200 MARSH LANDING BLVD. #200 JACKSONVILLE BEACH, FL. 32250 is hereby appointed to initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the residence Lots and Common Areas within that certain tract of property described on Exhibit A attached hereto, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Revived Declaration of

Covenants, Conditions, and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded in O.R. Book \_\_\_\_\_, Pages \_\_\_\_\_ of the Official Public Records, St. Johns County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

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

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

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of members agreeing to such dedication, sale, or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of members;

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is an Owner, as defined in the Declaration, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association and there shall be no other qualifications for membership in the Association.

## ARTICLE VI

## VOTING RIGHTS

The Association shall have one class of voting membership:

Class A. Class A members shall be all owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE VII

## BOARD OF DIRECTORS

The Board of Directors of the Association shall be composed of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment to the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Sarita May	2536 Dauphine Court Ponte Vedra Beach, FL 32082
Kathleen Costello	2815 St. Tropez Ct Ponte Vedra Beach, FL 32082
Robin McGrath	2811 St. Tropez Ct. Ponte Vedra Beach, FL 32082
Paul Salmon	2432 Normandy Court Ponte Vedra Beach, FL 32082
James B. Dodd	2501 St. Michel Ct. Ponte Vedra Beach, FL 32082

At the next annual meeting, the members shall elect two directors for a term of two years, and at each annual meeting thereafter, the members shall elect either two or three directors to fill the seats of those directors whose terms are expiring.

## ARTICLE VIII

## OFFICERS

The affairs of the corporations shall be managed by a President, Vice-President, and Treasurer who shall be members of the Board of Directors, and a Secretary. Officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members. The officers of the corporation who shall serve until the first election are as follows:

Name	Office
Sarita May	President
Robin McGrath	Vice-President
Deborah Koteles	Secretary
Kathleen Costello	Treasurer

## ARTICLE IX

### DURATION

The corporation shall exist perpetually.

## ARTICLE X

### AMENDMENTS

Amendment to these Articles may be proposed by the Board of Directors or by not less than thirty percent (30%) of the entire membership and adoption of any such amendment shall require the assent of seventy-five percent (75%) of the entire membership.

## ARTICLE XI

### BY-LAWS

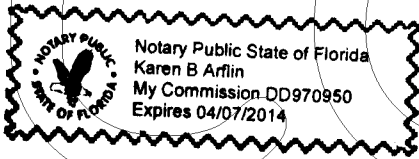
The initial By-Laws of the corporation shall be adopted by the Board of Directors. Thereafter, By-laws may be adopted, altered, or rescinded at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy.

IN WITNESS WHEREOF, the Association has executed these Articles of Amendment to the Articles of Incorporation effective the date of the first above written.

  
President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged this 3<sup>RD</sup> day of January,  
2013, by SARITA MAY, personally known to me or produced I.D., as  
President of L'Atrium Homeowners Association, Inc., a Florida nonprofit corporation, on behalf  
of the corporation.



Karen B. Arflin  
Print: \_\_\_\_\_  
Notary Public  
State of Florida, at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_







622431040	OVERTON PATRICIA S ETAL	2443 N LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 40 BLK 1 OR690/1867 & 2210/1115 (Q/C)	
622431041	BRIDSON JAMES & KATHERINE A	2445 N LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 41 BLK 1 OR1138/183 &1844/997	
622431042	SCHURER SHARON	2447 LORRAINE CT N	13-75 78 LATRIUM UT 1 LOT 42 BLK 1 OR1029/1348	
622431043	WYMAN DEBORAH W	2450 LORRAINE CT N	13-75 78 LATRIUM UT 1 LOT 43 BLK 1 OR1624/1859	
622431044	PORTNOY ELAINE LIVING TRUST	2448 LORRAINE CT N	13-75 78 LATRIUM UT 1 LOT 44 BLK 1 OR6159 &2917/1614	
622431045	OVERTON JAMES P ETAL	2446 N LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 45 BLK 1 OR2660/443	
622431046	2444 N LORRAINE LLC	2444 N LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 46 BLK 1 OR1135/139 & 141	
622431047	KEKEVIAN PAUL J LIVING TRUST	2442 LORRAINE CT N	13-75 78 LATRIUM UT 1 BLK 1 LOT 47 OR791/866 & 1202/1029 & 1202/1031	
622431048	THOMPSON STEPHEN E & DORENE B	2440 N LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 48 BLK 1 OR1838/1462 &2039/801	
622431049	HUPPERT KATHLEEN C	2319 LATRIUM CIR N	13-75 78 LATRIUM UT 1 LOT 49 BLK 1 OR2587/684	
622431050	THOMPSON PATRICIA	2321 LATRIUM CIR N	13-75 78 LATRIUM UT 1 LOT 50 BLK 1 OR3233/832	
622432001	WEHNACHT CONRAD & MELISSA	2450 S LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 1 BLK 2 OR2421/1812	
622432002	WALTHER MARIANNE L ETAL	2452 S LORRIANE CT	13-75 78 LATRIUM UT 1 LOT 2 BLK 2 OR2870/1455	
622432003	BAKER GLORIA T	2454 S LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 3 BLK 2 OR1468/457	
622432004	BAUER ROBERT W & LILLIAN M	2456 LORRAINE CT S	13-75 78 LATRIUM UT 1 LOT 4 BLK 2 OR755/1584	
622432005	ALBERTI JOHN F TRS TEES ETAL	2458 S LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 5 BLK 2 OR1058/1333	
622432006	LORRAINE COURT LLC	2457 S LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 6 BLK 2 OR3109/231	
622432007	WINBERRY FRANKLIN E & PATRICIA	2455 LORRAINE CT S	13-75 78 LATRIUM UT 1 LOT 7 BLK 2 OR2168/57	
622432008	KUPERMAN HELEN & BORIS	2453 LORRAINE CT S	13-75 78 LATRIUM UT 1 LOT 8 BLK 2 OR2668/197 & 3035/701(F/J) &3419/243(M/C)	
622432009	ZITELLO PAMELA A	2451 LORRAINE CT S	13-75 78 LATRIUM UT 1 LOT 9 BLK 2 OR3210/1019	
622432011	WEEKS NANCY W	2318 LATRIUM CIR N	13-75 78 LATRIUM UT 1 LOT 11 BLK 2 OR3359/1534 & 1535	
622432010	STEGMANN JUAN P & GABRIELA	2449 LORRAINE CT	13-75 78 LATRIUM UT 1 LOT 10 BLK 2 OR3493/444	
622432012	ZUBER HELENA	2316 LATRIUM CIR N	13-75 78 LATRIUM UT 1 LOT 12 BLK 2 OR463/485 &1309/682(D/C)	
622432013	LEUNG,PHILLIPJ	2314 LATRIUM CIR	13-75 78 LATRIUM UT 1 LOT 13 BLK 2 OR2950/569(TR/D) &3240/702(Q/C)	
622432014	MITCHELL THEAM	2312 LATRIUM CIR N	13-75 78 LATRIUM UT 1 LOT 14 BLK 2 OR602/565	
622432015	DOWNNEY JOYCE T	117 SUMMERFIELD DR	13-75 78 LATRIUM UT 1 LOT 15 BLK 2 OR769/1474 & 3075/201(D/C)	
622432016	DI CLEMENTE AMEDEO ETAL	2308 N LATRIUM CIR	13-75 78 LATRIUM UT 1 LOT 16 BLK 2 OR3276/17	
622432017	LAHORE JAIME A & FRANCES T	2306 N LATRIUM CIR	13-75 78 LATRIUM UT 1 LOT 17 BLK 2 OR1198/1999	
622432018	BENNETT,FAYE G	2304 LATRIUM CIR	13-75 78 LATRIUM UT 1 LOT 18 BLK 2 OR3466/1616	
622432019	BALSAMO ARTHUR E ETAL	2302 N LATRIUM CIR	13-75 78 LATRIUM UT 1 LOT 19 BLK 2 OR2125/883	
622432020	DODD JAMES B & NANCY J	2501 SAINT MICHEL CT	13-75 78 LATRIUM UT 1 LOT 20 BLK 2 OR1573/1012	
622432021	LANDALE STEPHANIE J	2503 ST MICHEL CT	13-75 78 LATRIUM UT 1 LOT 21 BLK 2 OR3143/307	
622432022	BRANNAN TALMADGE L	2505 ST MICHEL CT	13-75 78 LATRIUM UT 1 LOT 22 BLK 2 OR1717/1532	
622432023	ITANO EUGENE D & DARCEL S	2513 ST MICHEL CT	13-75 78 LATRIUM UT 1 LOT 23 BLK 2 OR2130/42	
622432024	RIDENOUR JACK A & MARY J	2515 SAINT MICHEL CT	13-75 78 LATRIUM UT 1 LOT 24 BLK 2 OR457/589	
622432025	THOM GEORGE H III	2517 ST MICHEL CT	13-75 78 LATRIUM UT 1 LOT 25 BLK 2 OR3019/1367 & 3051/83 & 3159/373 375(Q/C/S)	
622432026	TSCHANNEN RONALD R & BARBARA T	2518 SAINT MICHEL CT	13-75 78 LATRIUM UT 1 LOT 26 BLK 2 OR699/1031 &2940/742	
622432027	CARON GERALDINE E	2516 SAINT MICHEL CT	13-75 78 LATRIUM UT 1 LOT 27 BLK 2 OR1002/298	
622432028	SWERBENSKI WILLIAM C & SUZANNE	2514 SAINT MICHEL CT	13-75 78 LATRIUM UT 1 LOT 28 BLK 2 OR2229/1	
622432029	FLOYD JESSICA P & PERRY A	2512 ST MICHEL CT	13-75 78 LATRIUM UT 1 LOT 29 BLK 2 OR3210/270	

622432030	WOOD DENNIS R	2510 ST MICHAEL CT	13-75 78 L'ATRIUM UT 1 LOT 30 BLK 2 OR3181/432	
622432031	HASSETT FAMILY TRUST	2508 SAINT MICHEL CT	13-75 78 L'ATRIUM UT 1 LOT 31 BLK 2 OR606/70 & 1538/922	
622432032	NADITCH RONALD CHARLES	2506 SAINT MICHEL CT	13-75 78 L'ATRIUM UT 1 LOT 32 BLK 2 OR446/90	
622432033	WILSON KYLE & VICKY M	2504 SAINT MICHEL CT	13-75 78 L'ATRIUM UT 1 LOT 33 BLK 2 OR1228/189	
622432034	HALVORSEN GEORGE R REV TRUST	2502 ST MICHEL CT	13-75 78 L'ATRIUM UT 1 LOT 34 BLK 2 OR3094/816	
622432035	HALL ERIKA L	2500 ST MICHEL CT	13-75 78 L'ATRIUM UT 1 LOT 35 BLK 2 OR3195/1035	
622432036	CASAZZA SUSAN M	2533 DAUPHINE CT E	13-75 78 L'ATRIUM UT 1 LOT 36 BLK 2 OR1003/643 & 1483/611(QC)	
622432037	MONS JO-ALLEN	2535 DAUPHINE CT E	13-75 78 L'ATRIUM UT 1 LOT 37 BLK 2 OR1717/1844	
622432038	SHINE SUVAN	2537 DAUPHINE CT E	13-75 78 L'ATRIUM UT 1 LOT 38 BLK 2 OR893/972	
622432039	HANKS DONALD F	2539 E DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 39 BLK 2 OR632/411 829/317 & 3004/1555(Q/C)	
622432041	KEMP JOAN K	2545 DAUPHINE CT E	14/37-38 L'ATRIUM UT 1A LOT 41 BLK 2 OR859/1049	
622432040	HENNESSEY MARGARET A & MARK B	2547 DAUPHINE CT E	14/37 38 L'ATRIUM UT 1A LOT 40 BLK 2 OR3143/1582	
622432042	DICLEMENTE AMEDEO & MARIA	2543 E DAUPHINE CT	13-75 78 L'ATRIUM UT 1 SELY TRI PT LOT 41 & ALL 42 (EX PT SUB IN UT 2) BLK 2 OR3485/1911 & 3485/1913	
622432044	WAAGE JAMES C	2538 E DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 44 BLK 2 OR1103/528	
622432043	NOTTMIER ERIC W ETUX	2540 E DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 43 BLK 2 OR3108/400	
622432045	MAY SARITA	2536 DAUPHINE CT E	13-75 78 L'ATRIUM UT 1 LOT 45 BLK 2 OR1441/1455	
622432046	BLAKE DAVID C & NANCY	2736 SAINT LOUIS CT	13-75 78 L'ATRIUM UT 1 LOT 46 BLK 2 OR1614/1311	
622432048	SIGNORILE ROSE E	2623 L'ATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 48 BLK 2 OR2886/464 & 2916/315(LE)	
622432047	DI CLEMENTE ROBERT	2532 E DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 47 BLK 2 OR3065/1833	
622432049	SIMPSON COLEMAN W	2625 L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 49 BLK 2 OR2906/1608	
622432050	HATALA CHERYL	2627 S L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 50 BLK 2 OR912/1288 & 992/982 (Q/C)	
622432052	2631 S L'ATRIUM LLC	2631 S L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 52 BLK 2 OR894/306(Q/C) & 2965/365 (D/C)	
622432051	GONSETH NANCY C & THOMAS J	2629 L'ATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 51 BLK 2 OR1196/1239	
622432053	HUFF ALMA L	2633 L'ATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 53 BLK 2 OR1494/1098	
622432054	BOWLER MARGARET ETAL	2635 L'ATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 54 BLK 2 OR650/1236 & 1375/1387	
622432055	HART DONALD H & PAMELA W	2637 S L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 55 BLK 2 OR3145/1066	
622433001	SORGE THOMAS E ETAL	2523 DAUPHINE CT W	13-75 78 L'ATRIUM UT 1 LOT 1 BLK 3 OR1193/1191 & 1617/46	
622433002	REZGUI MABROUK M ETAL	0 W DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 2 BLK 3 OR1468/706 & 2314/871(FJ)	
622433003	DI CLEMENTE ROBERT C & VIVIAN	2525 W DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 3 BLK 3 OR1911/1728	
622433005	ELIAN JOHN M & GLEN S	2529 DAUPHINE CT W	13-75 78 L'ATRIUM UT 1 LOT 5 BLK 3 OR1497/1938	
622433004	GRAY MARTHA L	2527 W DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 4 BLK 3 OR627/548 & 636/846 & 1891/1562	
622433006	MC KEE KENT W	2531 W DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 6 BLK 3 OR816/1826	
622433007	BENEDA JILL M	2528 DAUPHINE CT W	13-75 78 L'ATRIUM UT 1 LOT 7 BLK 3 OR1995/1267	
622433008	PRESCOTT CHRISTOPHER W	2526 DAUPHINE CT	13-75 78 L'ATRIUM UT 1 LOT 8 BLK 3 OR3446/248	
622433009	HODGENS ED & CATHY	2524 DAUPHINE CT W	13-75 78 L'ATRIUM UT 1 LOT 9 BLK 3 OR990/1565 & 2375/44 & 2722/1217	
622433010	KOETZ LORETTA V	2522 DAUPHINE CT W	13-75 78 L'ATRIUM UT 1 LOT 10 BLK 3 OR358/750	
622433012	MORGAN PATRICIA ISAACS	2603 NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 12 BLK 3 OR597/493 & 3017/1658(LE)	
622433013	KRYCINSKI GEORGE H TRSTS ETAL	2605 SAINT NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 13 BLK 3 OR965/1571	
622433014	KLEINOSKY MATTHEW	2607 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 14 BLK 3 OR2100/1269	
622433015	COGAN PHYLLIS J	2609 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 15 BLK 3 OR3467/697(C/T)	

622433016	PACK ROBERT L & LEAH S	2611 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 16 BLK 3 OR3302/1133	
622433017	GLOVER THOMAS C	2613 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 17 BLK 3 OR1226/1122	
622433018	BARNETTE DAVID L	2615 SAINT NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 18 BLK 3 OR967/904	
622433019	LEUPOLD JOHN EDWARD	2617 SAINT NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 19 BLK 3 OR594/697 & 2561/1892 (Q/C) &2587/1162(C/D)	
622433020	MARSELLA D CELESTE	2619 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 20 BLK 3 OR2498/374	
622433021	MORGAN ELIZABETH & GARRICK	2621 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 21 BLK 3 OR2847/1269	
622433022	RUSH CYNTHIA ANNE ET VIR	2623 SAINT NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 22 BLK 3 OR1427/212 & 3010/941(Q/C)	
622433023	SAGE ALESSANDRA M	2622 SAINT NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 23 BLK 3 OR2072/554	
622433024	GRAY JANET W	2620 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 24 BLK 3 OR595/835 & 3301/865(Q/C)	
622433025	REED KRISS W ETUX	2618 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 25 BLK 3 OR3339/1061	
622433026	NEWMAN RAYMOND H	2616 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 26 BLK 3 OR864/948 &1482/35(Q/C)	
622433027	EVANGELIST JUNE S	2614 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 27 BLK 3 OR803/1030 & 2989/1588 (L/E)	
622433029	CAMPBELL CATHY M & JEFFREY L	2610 ST NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 29 BLK 3 OR2791/1515	
622433028	PADGETT MELISSA D	2612 SAINT NOELLE CT	14/4-8 L'ATRIUM UT 2 LOT 28 BLK 3 OR574/370 & 3017/1933(L/E)	
622433030	CAMPBELL SHARON V	2701 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 30 BLK 3 OR1680/384	
622433031	PARTIN GEORGE & DIANA	2703 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 31 BLK 3 OR2208/369	
622433032	BACOM ROBERT A ETAL	2705 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 32 BLK 3 OR1667/258 &1731/995	
622433033	WALKER CORNELIUS T	2714 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 33 BLK 3 OR594/701	
622433034	GRAHAM BONNIE	2712 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 34 BLK 3 OR2208/396	
622433035	HARRIS SHERRIE L	2710 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 35 BLK 3 OR673/147	
622433036	INGRAM KATHY MC CLAIN	2708 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 36 BLK 3 OR1058/1292	
622433037	PETERSON OLIVE RAE & ROBERT VE	2706 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 37 BLK 3 OR984/900 &1522/1775 & 2961/1091(Q/C)	
622433038	ARNOLD PATRICIA ETAL	2704 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 38 BLK 3 OR1351/457	
622433039	BELL JEFFREY J & TINA	2702 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 39 BLK 3 OR1153/1583	
622433040	STROZIER LILLIAN E L/V TRUST	2700 STRASBOURG CT	14/4-8 L'ATRIUM UT 2 LOT 40 BLK 3 OR1447/907	
622433041	SAWYER LISEELLEN C	2715 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 41 BLK 3 OR3148/613	
622433042	PURSER SHELLY K	2717 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 42 BLK 3 OR1259/1549	
622433043	DRABEK DONALD J & CHERYL J	2719 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 43 BLK 3 OR1333/1559	
622433045	CHIM TAI Y	2728 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 45 BLK 3 OR2554/1388 & 3097/1833(F/J) & 3107/128(Q/C)	
622433044	VARMA SANJEEV	2730 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 44 BLK 3 OR2447/587	
622433046	BEGGS WILLIAM E JR	2726 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 46 BLK 3 OR725/1492 AD/C	
622433047	MC CALL BARBARA C L	2724 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 47 BLK 3 OR1051/1693(Q/C)	
622433048	COBB MILLICENT A REV TRUST	2722 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 48 BLK 3 OR1250/1191 & 1616/1382 (Q/C) & 3119/1171 &3174/340(Q/C) &3174/342(C/D) &3174/345	
622433049	MC DANIEL ROSEMARY G ETAL	2720 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 49 BLK 3 OR598/632 &2599/1059	
622433050	HOFSTETTER VIRGINIA B	2718 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 50 BLK 3 OR1244/1988	
622433051	WILLIAMS PATRICIA A	2716 VERSAILLES CT	14/4-8 L'ATRIUM UT 2 LOT 51 BLK 3 OR1514/1740 & 3258/691(D/C)	
622433052	MOSELEY GODFREY GEORGE	2731 SAINT LOUIS CT	14/4-8 L'ATRIUM UT 2 LOT 52 BLK 3 OR1383/1587	
622433053	TORBERT HELEN L	2733 ST LOUIS CT	14/4-8 L'ATRIUM UT 2 LOT 53 BLK 3 OR952/1572	
622433054	THOMPSON REGINALD M	2735 ST LOUIS CT	14/4-8 L'ATRIUM UT 2 LOT 54 BLK 3 OR2863/302	
622433055	BAILEY JOAN CAROL	2742 SAINT LOUIS CT	14/4-8 L'ATRIUM UT 2 LOT 55 BLK 3 OR610/413 &1311/350(L/E)	

622433056	DELONG,CYNTHIA	2740 SAINT LOUIS CT	14/4-8 LATRIUM UT 2 LOT 56 BLK 3 OR3418/173		
622433057	BLAKE NANCY P & DAVID C	2736 ST LOUIS CT	14/4-8 LATRIUM UT 2 LOT 57 BLK 3 OR1890/1214(1R/D)		
622433058	BLAKE DAVID C & NANCY P	2736 SAINT LOUIS CT	14/4-8 LATRIUM UT 2 LOT 58 BLK 3 OR2869/1536		
622433059	BLAKE DAVID C & NANCY P	2736 ST LOUIS CT	14/4-8 LATRIUM UT 2 LOT 59 BLK 3 OR1783/1141		
622433060	VODREY REBECCA JO	2732 SAINT LOUIS CT	14/4-8 LATRIUM UT 2 LOT 60 BLK 3 OR544/61 &1868/137(Q/C)		
622433062	TITUS AGNES V	2642 LATRIUM CIR S	14/4-8 LATRIUM UT 2 LOT 62 BLK 3 OR667/970 & 3280/1657(L/E)		
622433061	PALMER EVANGELINA M TRUST	2640 S L'ATRIUM CIR	14/4-8 LATRIUM UT 2 LOT 61 BLK 3 OR3290/962		
622433064	BILLINGSLEY JACK & PATRICIA A	2743 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 64 BLK 3 OR1979/1248		
622433063	KING ELIZABETH E ETAL	2644 LATRIUM CIR S	14/4-8 LATRIUM UT 2 LOT 63 BLK 3 OR1283/1596		
622433065	BROWN LAVONNE H	2745 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 65 BLK 3 OR3147/1205 &3378/1505(L/E)		
622433066	TUCKWILLER ELIZABETH D ET VIR	2758 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 66 BLK 3 OR3359/249		
622433067	ROBINSON ARTHUR W & MARY L	2756 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 67 BLK 3 OR580/844		
622433069	NELSON SHIRLEY D	2752 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 69 BLK 3 OR810/133		
622433068	WYNN JAMES W & BETTY ANNE B	2754 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 68 BLK 3 OR785/1494 & 2564/980 (LIFE ESTATE)		
622433070	DE PASCALE DANIEL F LIV TRUST	2750 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 70 BLK 3 OR1073/1417		
622433071	MORRISON CHARLES F & BARBARA J	2748 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 71 BLK 3 OR3309/213		
622433072	BILLARD DEBRA DE KAY	2746 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 72 BLK 3 OR705/553 & 1118/673 (Q/C) & 2713/1524(F/J)		
622433073	BROWN CHAD C	2744 BIARRITZ CT	14/4-8 LATRIUM UT 2 LOT 73 BLK 3 OR2550/1770		
622433074	ORUM, RON & LINDA	2759 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 74 BLK 3 OR626/486 & 1510/1893 & 1510/1895		
622433075	JERNIGAN LINDA	2761 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 75 BLK 3 OR3289/6		
622433076	AGNOR MICHAEL L & PAMELA H	2763 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 76 BLK 3 OR1239/36		
622433077	LEARCH ALAN N & SHARON S	2772 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 77 BLK 3 OR805/1885		
622433078	SCHIFFER DONNA R	2770 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 78 BLK 3 OR1027/1297 & 1634/1756		
622433079	PORTER ROBERT E & DONNA	2768 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 79 BLK 3 OR762/0316 & 3346/1109 (Q/C)		
622433080	MORGAN JACK W & RUTH M	2766 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 80 BLK 3 OR670/268		
622433081	BUNDGARD PETER & CORINNA	2762 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 81 BLK 3 OR2363/1258		
622433082	HUNTER MARY K	2760 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 82 BLK 3 OR3173/871(1R/D)		
622433083	AMSALEM LUCY M	2646 LATRIUM CIR S	14/4-8 LATRIUM UT 2 LOT 83 BLK 3 OR1372/859(Q/C)		
622433084	GREGORY, MERLE H	2780 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 84 BLK 3 OR715/973 OR1043/309 (1R/R)		
622433085	CLARKE ROY H	2782 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 85 BLK 3 OR1298/813		
622433086	SETH TODD	2764 BORDEAUX CT	14/4-8 LATRIUM UT 2 LOT 86 BLK 3 OR2971/1265		
622433087	LANKRY CYNTHIA H	2790 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 87 BLK 3 OR596/13 &2431/176(Q/C) &2459/150(C/D)		
622433088	KOWALSKI PATRICIA JANE	2788 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 88 BLK 3 OR1621/705 &2072/1561 (L/E)		
622433089	OBERHEUSER ANNETTE	2787 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 89 BLK 3 OR1492/633		
622433090	MC CUEN CARA CRANE ETAL	2785 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 90 BLK 3 OR757/554 &1844/506		
622433091	TOMA,BASSAM	2783 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 91 BLK 3 OR1543/201 &2400/777(F/J)		
622433092	ALEXON JOHN J & EILEEN	2781 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 92 BLK 3 OR1464/1876		
622433093	SMITH GREGG E	2779 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 93 BLK 3 OR3323/143		
622433094	WARNOCK WILLIAM F SR & GRACE E	2777 LE MANS CT	14/4-8 LATRIUM UT 2 LOT 94 BLK 3 OR1431/1312		
622433096	LE VANGIE DONALD L	2648 LATRIUM CIR S	14/4-8 LATRIUM UT 2 LOT 96 BLK 3 OR1113/1016 &3271/754(F/J) & 3286/387(Q/C)		

622433095	CALVIN ROBERT E & OLLIE MAXINE	2775 LE MANS CT	14/4-8 L'ATRIUM UT 2 LOT 95 BLK 3 OR629/652	
622433098	HANSFORD SANDRA G	2652 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 98 BLK 3 OR1464/1533	
622433097	FRIEND FORMAN JR	2650 S L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 97 BLK 3 OR2359/1723 & 3191/298(WL) THRU 305(L/A) &3266/1909(P/R)	
622433099	MOHSENI MICHAEL MAZYAR ETAL	2654 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 99 BLK 3 OR2922/1547	
622433101	MORELLO JOSEPH	2658 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 101 BLK 3 OR617/231 & 629/441(L/E) &1100/1744(Q/C) &1141/1223(Q/C) &1324/832(Q/C) & 2748/1356(DC )	
622433100	KAHOE ALICE	2656 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 100 BLK 3 OR621/162 & 846/790	
622433102	COOPER,JENNIFER	2335 LATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 102 BLK 3 OR3426/1909	
622433103	STEVENS JUDITH H LIVING TRUST	2333 LATRIUM CIR N	14/4-8 L'ATRIUM UT 2 LOT 103 BLK 3 OR615/284 &1075/271	
622433104	FEHR ROBERT D & NANCY D	2331 LATRIUM CIR N	14/4-8 L'ATRIUM UT 2 LOT 104 BLK 3 OR1476/1926	
622433106	MC GRATH MICHAEL J & ROBIN D	2811 SAINT TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 106 BLK 3 OR856/1561	
622433107	NORTHERN MARK D & LINDA D	2813 SAINT TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 107 BLK 3 OR671/987	
622433108	COSTELLO KATHLEEN A	2815 SAINT TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 108 BLK 3 OR3268/1193	
622433109	SCHMIDT R KEVIN	2817 ST TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 109 BLK 3 OR3368/1902	
622433110	TREADAWAY VIRGINIA I	2819 ST TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 110 BLK 3 OR1186/325	
622433111	BARKSDALE ROBERT L	2821 ST TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 111 BLK 3 OR646/199	
622433112	SMITH SONDRA C	2818 SAINT TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 112 BLK 3 OR1019/1364	
622433113	FONDA SUE M	2816 ST TROPEZ CT	14/4-8 L'ATRIUM UT 2 LOT 113 BLK 3 OR787/0785	
622433114	FRIEL JONATHAN M	2323 N L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 114 BLK 3 OR3274/1362	
622433115	LANKRY DANIEL	2325 LATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 115 BLK 3 OR3374/1766	
622433116	MILLER JO S TRUST	2327 LATRIUM CIR N	14/4-8 L'ATRIUM UT 2 LOT 116 BLK 3 OR2292/1448	
622434001	ARNOLD ELEANORE	2320 N L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 1 BLK 4 OR825/411 & 3367/492(WL) & 3367/497(L/A)	
622434002	HEIMANN AMY A	2322 LATRIUM CIR N	14/4-8 L'ATRIUM UT 2 LOT 2 BLK 4 OR1450/662(S/A)	
622434003	TURLEY LINDA	2324 LATRIUM CIR N	14/4-8 L'ATRIUM UT 2 LOT 3 BLK 4 OR1098/1511	
622434005	ADKINS JUDITH H	2328 LATRIUM CIRCLE N	14/4-8 L'ATRIUM UT 2 LOT 5 BLK 4 OR1301/897 &1308/1307(Q/C) & 1314/359(C/D)	
622434004	WESSELING BARBARA L	2326 LATRIUM CIR N	14/4-8 L'ATRIUM UT 2 LOT 4 BLK 4 OR614/416	
622434006	MUTCH JULIA M	2810 ST MARC CT	14/4-8 L'ATRIUM UT 2 LOT 6 BLK 4 OR3253/1560	
622434007	FROCKT LETITIA S	2808 SAINT MARC CT	14/4-8 L'ATRIUM UT 2 LOT 7 BLK 4 OR1573/224	
622434008	ALBERTI MARILYN A LIVING TRUST	2806 ST MARC CT	14/4-8 L'ATRIUM UT 2 LOT 8 BLK 4 OR1573/224	
622434009	CURLEY DONNEL	2804 ST MARC CT	14/4-8 L'ATRIUM UT 2 LOT 9 BLK 4 OR2996/394	
622434010	STEPHENS CYRUS W & KAY W	2802 SAINT MARC CT	14/4-8 L'ATRIUM UT 2 LOT 10 BLK 4 OR1774/630	
622434011	SMITH DEBORAH L	2800 SAINT MARC CT	14/4-8 L'ATRIUM UT 2 LOT 11 BLK 4 OR654/2020	
622434012	DAVIDSON,JERONDA	2655 N L'ATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 12 BLK 4 OR999/12 &1110/917(Q C) &1518/567(Q/C) & 3431/1042(WL) & 1047(L/A) & 3486/546(P/R/D)	
622434013	GRANGER ARTHUR E & MOLLIE V	2653 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 13 BLK 4 OR1263/537	
622434014	DOBRANSKY ARPAD C	2651 S LATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 14 BLK 4 OR889/4	
622434015	LEHNARTZ DAVID F & AMERICA F	2649 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 15 BLK 4 OR1449/811	
622434016	DOBSON DAVID T & ADELINE R	2647 LATRIUM CIR S	14/4-8 L'ATRIUM UT 2 LOT 16 BLK 4 OR775/0614 & 798/1279 (Q/C) & 815/1608 (Q/C)	
622434017	KOHLRUSS,ADAM C	2641 LATRIUM CIR	14/4-8 L'ATRIUM UT 2 LOT 17 BLK 4 OR2263/1803 & 3405/1240	

Rick Scott  
GOVERNOR



Hunting F. Deutsch  
EXECUTIVE DIRECTOR

**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

**FINAL ORDER NO. DEO-12-148**

November 30, 2012

Michael J. McCabe, Esquire  
McCabeLawGroup  
1400 Prudential Drive, Suite 5  
Jacksonville, Florida 32207

Re: L'Atrium Covenant Revitalization

Dear Mr. McCabe:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the L'Atrium community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Accordingly, the revived documents are approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the L'Atrium Owners Association, Inc., with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the association execute the revived declaration and other governing documents in the name of the association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

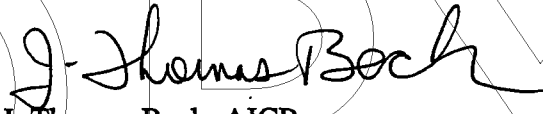
An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Michael J. McCabe, Esq.  
Page 2

FINAL ORDER NO. DEO-12-148

If you have any questions concerning this matter, please contact Sherry A. Spiers, Assistant General Counsel, at (850) 717-8529, or Paul Piller, Community Program Administrator, at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP  
Director, Division of Community Development

**NOTICE OF RIGHTS**

THIS DETERMINATION CONSTITUTES FINAL AGENCY ACTION UNDER CHAPTER 120, FLORIDA STATUTES. ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(B)(1)(c) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BUILDING, MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN THIRTY (30) DAYS AFTER THE DATE THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK, AS INDICATED BELOW. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST ALSO BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

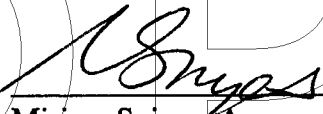
AN INTERESTED PARTY WAIVES ITS RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

Michael J. McCabe, Esq.  
Page 3

FINAL ORDER NO. DEO-12-148

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the ~~30th~~ day of November, 2012.



Miriam Snipes, Agency Clerk  
Department of Economic Opportunity

**By U. S. Mail:**

Michael J. McCabe, Esq.  
McCabeLawGroup  
1400 Prudential Drive, Suite 5  
Jacksonville, FL 32207

**By interoffice delivery:**

Paul Piller, Community Program Manager, Division of Community Planning





FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 21, 2012

MICHAEL J. MCCABE  
MCCABE LAW GROUP  
1400 PRUDENTIAL DR STE S  
JACKSONVILLE, FL 32207

Re: Document Number 750238

The Articles of Amendment to the Articles of Incorporation of L'ATRIUM HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on December 20, 2012.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tina Roberts  
Regulatory Specialist II  
Division of Corporations

Letter Number: 912A00030223

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**AFFIDAVIT PURSUANT TO  
SECTION 720.406(1)(b) and (e), FLORIDA STATUTES**

STATE OF FLORIDA     )  
  )  
COUNTY OF ST. JOHNS    )

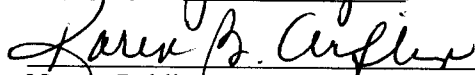
**BEFORE ME**, the undersigned authority, personally appeared, SARITA MAY, who being first duly sworn, deposes and says as follows:

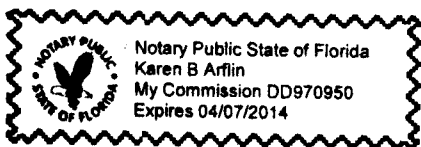
1. Affiant is the PRESIDENT of L'Atrium Homeowners Association, Inc. and as such has personal knowledge of the facts set forth herein.
2. Affiant has reviewed the previous L'Atrium Homeowners Association, Inc. Covenants and Restrictions recorded in Official Records Book 402, at Page 462, of the public records of St. Johns County, Florida and the Amended and Restated Covenants and Restrictions recorded in Official Records Book 1418, at page 188, of the Public Records of St. Johns County, Florida (the "Previous Declarations") in connection with the written consent of all affected parcel owners to the revitalization of the Previous Declaration pursuant to §720.403, et. seq., Florida Statutes. The Previous Declaration is being submitted to the Department of Economic Opportunity as part of the revitalization process.
3. Affiant has also reviewed the existing Articles of Incorporation and the existing Bylaws of L'Atrium Homeowners Association, Inc.
4. Affiant hereby verifies that (i) the Previous Declaration submitted to the Department of Economic Opportunity is a true and correct copy thereof as reflected in the public records of St. Johns County, Florida and is the same governing document which previously governed the community described on Exhibit A attached thereto; (ii) the existing Articles of Incorporation and existing Bylaws submitted to the Department of Community Affairs are true and correct copies thereof.
5. This Affidavit is given pursuant to and in fulfillment of the requirements of §720.406(1)(b) and (e), Florida Statutes.

  
Name Printed: SARITA MAY

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Sworn to and subscribed before me this 3<sup>RD</sup> day of January, 2013, by  
SARITA MAY.

  
Notary Public, State of Florida at Large  
Name Printed: \_\_\_\_\_  
My Commission Expire: \_\_\_\_\_  
He/She is [check one]:  
Personally Know ☒ ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

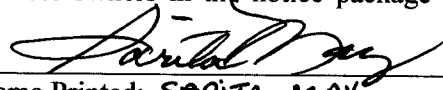


**AFFIDAVIT PURSUANT TO  
SECTION 720.406(1)(b) and (e), FLORIDA STATUTES**

STATE OF FLORIDA     )  
  )  
COUNTY OF ST. JOHNS )

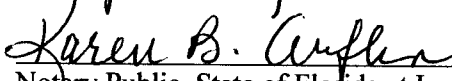
**BEFORE ME**, the undersigned authority, personally appeared, SARITA MAY, who being first duly sworn, deposes and says as follows:

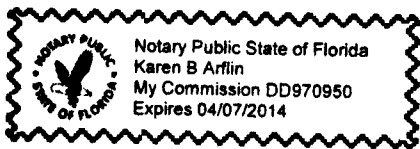
1. Affiant is the PRESIDENT of L'Atrium Homeowners Association, Inc. and as such has personal knowledge of the facts set forth herein.
2. The Association governs parcels located within the real property located in St. Johns County, Florida as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");
3. This Affidavit is made and given as required by 720.406(1)(e), Florida Statutes;
4. Affiant verifies that the requirements contained in 720.404(1) through (3), Florida Statutes have been satisfied, namely:
  - 720.404(1) – All parcels to be governed by the revived declaration were governed by the previous declaration which has ceased to govern all of the parcels in the community;
  - 720.404(2) – The revived declaration was approved in the manner provided in 720.405(6), Florida Statutes by the affected parcel owners' agreement in writing to the revived declaration of covenants; and
  - 720.404(3) – The revived declaration does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the previous declaration.
5. The Articles of Incorporation and Bylaws of the Association are existing documents of the Association and were submitted to the affected parcel owners in the notice package delivered pursuant to 720.405(3), Florida Statutes.

  
Name Printed: SARITA MAY

STATE OF FLORIDA  
COUNTY ST. JOHNS

Sworn to and subscribed before me this 3<sup>rd</sup> day of January, 2012, by  
SARITA MAY

  
Notary Public, State of Florida at Large  
Name Printed: \_\_\_\_\_  
My Commission Expire: \_\_\_\_\_  
He/She is [check one]:  
Personally Know ☒ \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



# L'ATRIUM

September 28, 2012

**VIA U.S. MAIL**

L'Atrium Homeowners Association, Inc. ("Association") Revitalization of Covenants and Restrictions ("Declaration")

Dear Fellow L'Atrium Home Owner:

The Association and its Organizing Committee consisting of the owners listed below, are in the process of reviving your Declaration pursuant to Sections 720.403-720.407 Florida Statutes. As a part of the process, we have enclosed for your review a copy of the proposed Revived L'Atrium Declaration which include as exhibits, a legal description of each parcel that is subject to the Revived Declarations, together with the name or names of the applicable parcel owners, a copy of the existing Articles of Incorporation and Revived Bylaws for the Association, and a graphic description of the property that is governed by the revived Declaration.

The Florida Statutes require communities with homeowners associations to revive their covenants every 30 years. The original covenants of L'Atrium were adopted in 1979, subsequently amended in 1988 and amended and restated in 1999. The Association's earlier records of proceedings are not complete and it cannot be determined affirmatively that the statutory procedure was followed. The effort to adopt a Revived Declaration is being undertaken in an abundance of caution to insure that the existing Covenants and Restrictions have not lapsed. The proposed Revitalized Declaration does not change the terms of the 1999 Amended and Restated Covenants and Restrictions. No change to our existing rules will occur.

In two weeks you will receive another letter from the Organizing Committee, which will include a ballot to be used to indicate your approval of the revived Declaration. In the meantime, if you have any questions, please feel free to contact our Property Manager, Debbie Koteles, at 273-3033.

Sincerely,

Organizing Committee:

George Halvorsen  
Lina Palmer  
David Barnette  
Joan Kemp  
Deborah Smith

**4200 Marsh Landing Blvd, Suite 200, Jacksonville Beach, FL 32250  
(904) 273-3033 FAX (904) 273-0933**