

5 MIN. RETURN

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PINE RIDGE PLANTATION**

This instrument prepared by and return to:
Dina S. Munasifi, Esq.
Foley & Lardner LLP
111 North Orange Avenue, Suite 1800
Orlando, Florida 32801

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PINE RIDGE PLANTATION**

WHEREAS, Declarant is the owner of certain property located in Clay County, Florida, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Property" or the "Community"); and

WHEREAS, Declarant has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as PINE RIDGE PLANTATION OWNERS ASSOCIATION, INC. to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant hereby declares that the Community shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. "**Articles of Incorporation**" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit "B"**, as the Articles of Incorporation may be amended from time to time.

Section 2. "**Architectural Guidelines**" shall mean and refer to the architectural, design and construction guidelines and standards and review procedures adopted pursuant to Article VIII, as they may be amended.

Section 3. "**Architectural Review Committee or ARC**" shall have the meaning set forth in Article VIII of this Declaration.

Section 4. "**Association**" shall mean and refer to Pine Ridge Plantation Owners Association, Inc. its successors and assigns.

Section 5. "**Board of Directors**" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 6. "**Builder**" shall mean and refer to contractors and subcontractors which are licensed in the State of Florida to engage in the business of residential building and construction.

Section 7. “**Bylaws**” shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit “C”**, as the Bylaws may be amended from time to time.

Section 8. “**CDD**” shall mean the Pine Ridge Plantation Community Development District created pursuant to Chapter 190, Florida Statutes, and its successors and assigns.

Section 9. “**Common Area**” or “**Common Areas**” shall mean all real property (including the improvements thereto) owned by the Association or the CDD for the common use and enjoyment of the Owners and those areas dedicated to Clay County, Florida and easements, which the Declarant has elected to maintain. The following tracts are be dedicated to the CDD as follows:

Tracts A, B, C, D, E, F, G, H, I, J and K, designated for water management purposes and the portion of those tracts including treatment ponds, control structures, and wetland mitigation required to serve the Community, as permitted by the St. Johns River Water Management District, but not including storm pipes, according to the Plat of Pine Ridge Plantation to be recorded in the Public Records of Clay County, Florida (the “Plat”).

Tracts L, M, N, O, P, Q R, and A-4 designated as conservation areas (defined below) according to the Plat.

Tracts S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM and A-3 designated as common area according to the Plat.

Tracts NN, OO, PP, QQ, RR, SS, TT, UU, VV, WW and UUU, designated as primary conservation network (defined below) according to the Plat.

Tracts XX, YY, ZZ, AAA, BBB, CCC, DDD, EEE, FFF, GGG, HHH, III, JJJ, KKK, LLL, MMM, NNN, OOO, PPP, QQQ, and RRR, designated for recreation purposes according to the Plat.

Tracts WWW, XXX, YYY, ZZZ, A-1 and A-2, designated as pedestrian access easements according to the Plat.

Section 10. “**Conservation Areas**” shall mean those areas that are dedicated to the CDD by the Plat, but shall be left predominately in their natural condition, portions of which may be subject to certain conservation easements granted to the St. Johns River Water Management District.

Section 11. “**County**” shall mean Clay County, Florida.

Section 12. “**Declarant**” shall mean **THE RYLAND GROUP, INC.**, a Maryland corporation authorized to transact business in the State of Florida, its successors and assigns for

that part of the Property owned by it on the date hereof or hereinafter acquired and **SANDHILL DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, its successors and assigns for that part of the Property owned by it on the date hereof or hereinafter acquired. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights or obligations are specifically set forth in the instrument of succession or assignment, or unless such rights or obligations pass by operation of law.

Section 13. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Pine Ridge Plantation.

Section 14. “Governing Documents” shall mean and collectively refer to the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 15. “Institutional Lender” shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

Section 16. “Landscape Buffer” shall mean an area of land established for the purposes of obtaining a vegetative landscape buffer on the Property or between the Property and adjacent Properties, including but not limited to the landscape buffers that are shown within Tracts JJ and KK.

Section 17. “Lot” shall mean and refer to any plot of land, intended to be improved with a single family dwelling and shown upon any recorded subdivision map or plat of the Property.

Section 18. “Member” shall mean and refer to every person or entity who is an Owner, as described below, and any person or entity obligated by the Governing Documents to pay an assessment or amenity fee and in being such comprises the Membership of the Association.

Section 19. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 20. “Person” shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 21. “Primary Conservation Network” shall mean those areas that are to be left predominately in their natural condition as set forth in Clay County’s Branan Field Master Plan.

Section 22. “Property” shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 23. “Supplemental Declaration” means an instrument executed by the Declarant and recorded in the Public Records of Clay County, Florida for the purpose of adding to the Property, or withdrawing any portion(s) thereof from the effect of this Declaration, or designating a portion of the Property as Common Areas hereunder, or for any other purposes provided in this Declaration.

Section 24. “St. Johns River Water Management District” shall mean a public body existing under Chapter 373, Florida Statutes.

Section 25. “Surface Water or Stormwater Management System” shall mean a system operated, maintained and managed by the CDD which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable St. Johns River Water Management District permit (the “Permit”). For purposes of this Declaration, the Surface Water or Stormwater Management System as shown on the Plat shall be deemed to be a part of the Common Area.

Section 26. “Vegetative Natural Buffer” or “Natural Vegetated Buffer” shall mean an area of land established for the purposes of obtaining a vegetative natural buffer on the Property or between the Property and adjacent Properties, including but not limited to the vegetative natural buffers that are shown within Tracts L, O, P, Q and R.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner’s 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 shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights for any period during which any assessment against such Member’s Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the CDD or the Association, if the Association acquires ownership of all or a part of the Common Area at a future date, to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer has been approved by two thirds (2/3) of each class of Members and has been recorded in the Public Records of Clay County, Florida;

(c) the right of the Association or the CDD to enact regulations governing the use of the Property owned by the Association and CDD, respectively.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration. Notwithstanding anything in this Declaration to the contrary, no easement rights shall exist by virtue of this Declaration under any residential structure, any building or any other improvement or other building originally constructed by the Declarant or Builders on any portion of the Property.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant owns any Lots, Declarant hereby reserves for itself and for any public utility an easement over each such Lot for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services. Such easement rights shall be limited in such manner as to not interfere with the Owners' intended use of the applicable Lot for residential purposes.

Section 7. Declarant's Easement Over Amenity Center Tract. Declarant hereby reserves unto itself an easement over Tract HH for the construction of the Amenity Center to be located on Tract HH.

Section 8. Association's and CDD's Right of Entry. The duly authorized representatives or agents of the Association or the CDD shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association or the CDD. Non-exclusive easements are hereby granted in favor of the Association and CDD throughout the Property as may reasonably be necessary for the Association or the CDD to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association and the CDD,

including their agents and designees, for purposes of carrying out all obligations and/or rights of the Association or the CDD pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association or the CDD, including their agents and designees, in perpetuity, to utilize for all proper purposes of the Association and the CDD.

Section 9. **Access.** Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 10. **Survival.** Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot, which 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 assessment.

Section 2. The Association shall have two classes of voting Membership:

Section 3. **Class A.** Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 4. **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the date exactly 6 years after the recording of this Declaration; or
- (b) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(c) three (3) months after 90% of the Lots have been conveyed to Owners other than Builders.

Section 5. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Annexation of Additional Phases Without Association Approval. The Declarant, in his sole and absolute discretion, may add and subject to the terms and conditions of this Declaration and such additional lands as the Declarant deems appropriate (collectively, the "Additional Land") without the consent of members at any time within ten (10) years of the date of this instrument. To add Additional Land, the Declarant shall duly execute and record a Supplemental Declaration to this Declaration in the Public Records of Clay County, Florida setting forth the description of the Additional Land being annexed. If the Class B membership had been previously terminated, the annexation of the Additional Land shall automatically reestablish the Declarant's Class "B" membership and all rights and powers pertaining thereto.

If the Declarant elects to add all or a portion of any other real property which it may own from time to time adjoining the Property to the terms and conditions hereof, then there is hereby reserved to the Declarant and its successors and assigns a perpetual non-exclusive easement and license over, across and under the roadways, drainage easements, utility easements and retention ponds located in the Property for the use by the Declarant and its successors and assigns in connection with the development of any such property.

Section 3. Other Annexation of Property. Except as set forth in Section 2 above, residential property and Common Area may be annexed and made subject to the Declaration with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of a supplemental amendment to this Declaration in the Public Records of Clay County, Florida.

Section 4. Withdrawal. During the period in which the Declarant is the Class B Member of the Association, and thereafter, to the fullest extent permitted by Applicable Law, the Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity except as provided herein, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effectuated by the Declarant. So long as any Builder shall own a Lot, such Builder's prior written consent to any proposed

amendment withdrawing portions of the Properties shall be obtained by the Declarant prior to effectuating any such amendment withdrawing property.

Section 5. Platting. As long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property or any additions thereto and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property or any additions thereto without the consent or approval of an Owner.

Section 6. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's right or ability to merge with any other association and its Members. Upon a merger or consolidation of the Association with another association, all Common Areas owned by the Association, rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

ARTICLE V

FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors (hereinafter the "Board"). The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specific in the Association Articles or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same, to the extent the following services are not provided by the CDD:

- (a) All painting and maintenance of the Common Area, and all improvements thereon, as and when deemed necessary by the Board.
- (b) Maintenance and care for all landscaped areas within the Common Area. Maintenance shall include the replacement of fallen or dead trees throughout these areas.
- (c) Conducting such recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees, as may be deemed appropriate by the Board.

(d) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse, if approved by a majority of Lot owners.

(e) Maintenance of electronic and other surveillance devices, if any.

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

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

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

(i) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project.

Section 3. Duties of the Association. To the extent not maintained and operated by the CDD, the Association shall be responsible for the maintenance and operation of the Amenity Center located on Tract HH according to the Plat and shall be responsible for the maintenance of the entry monuments to be located on Tracts BB and S according to the Plat. To the extent not maintained and operated by the CDD, the Association shall also be responsible for the maintenance, operation and repair of the Surface Water and Stormwater Management System. Maintenance of the Surface Water or Stormwater Management Systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the total votes of all Members of the Association in existence at any time.

ARTICLE VI
FUNCTIONS OF THE CDD

Section 1. **Duties of the CDD.** The CDD shall be responsible for the following:

- (a) Maintenance and operation of the Amenity Center located on Tract HH.
- (b) Maintenance and operation of all Common Areas, including entry monuments located on Tract BB and Tract S and recreation areas located on tracts so identified on the Plat.
- (c) Maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance, operation and repair of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be permitted or, if modified, as approved in writing by the St. Johns River Water Management District. In the event that the CDD shall for any reason fail to maintain any portion of the Surface Water or Stormwater Management System or the Common Area for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) commencement assessments; (2) annual assessments or charges; (3) special assessments for capital improvements; and (4) assessments for the costs of maintenance, repair and operation of the Surface Water or Stormwater Management System, if the Surface Water or Stormwater Management System is not maintained, repaired or operated by the CDD. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and, to the extent not improved or maintained by the CDD, for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way

areas adjacent to the Property the Association chooses to maintain or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Computation of Assessment. The Board shall prepare a budget each fiscal year reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the year. The annual assessment, which shall be levied equally against all Lots as set forth in Section 6 below, shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

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, 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 assent of two-thirds (2/3) of the votes of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall not be used to pay for capital improvements planned by the Declarant and appearing in Declarant's approved construction plans in existence as of the date of this Declaration. Notwithstanding any provision in this Declaration to the contrary, in no event shall Builders be obligated to pay Special Assessments.

Section 5. Commencement Assessment. A Commencement Assessment of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the a Builder, other than Declarant. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments. Notwithstanding any provision in this Declaration to the contrary, in no event shall Builders be obligated to pay Commencement Assessments.

Section 6. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots; provided, however, Lots owned by Builders shall not be assessed until such time as a single family dwelling is constructed upon such Lot and a Certificate of Occupancy is issued for such single family dwelling.

Section 7. Date of Commencement of Annual Assessments; Due Dates.

(a) The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement; provided, however, Lots owned by Builders shall not be assessed until such time as a single family dwelling is constructed upon such Lot and a Certificate of Occupancy is issued for such single family dwelling. Each subsequent annual

assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in annual or semi-annual installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(b) The amount of the first annual assessment shall be FIFTY AND NO/100 DOLLARS (\$50.00) per Lot.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five (\$25.00) Dollars and interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby; provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 11. Declarant's Assessments. For any assessment year, notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to either:

- (a) pay assessments on the Lots owned by it, or
- (b) not pay assessments on any Lots and in lieu thereof, for such assessment year, pay the Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, depreciation and amortization. The amount so determined shall then be reduced by income and revenues earned (either received or receivable) from all sources (including, without limitation, assessments, interest, fines, working capital and similar contributions made by Lot purchasers, and incidental income) and any surplus carried forward from the preceding year(s).

In computing the annual amount to be funded by the Declarant as aforesaid, revenues and expenses shall not be segregated or earmarked by type of assessment or type of Common Area, but, instead, shall be taken as a whole.

Also, depreciation and capital asset acquisition shall not be deemed a cost or expense for purposes of this Section and Declarant shall not be deemed to have in any manner guaranteed or obligated itself as to the types or levels of any inventory of goods or equipment existing at any time.

For any assessment year, Declarant may from time to time change the option (or combination thereof) under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. The Declarant's rights under this Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

ARTICLE VIII **ARCHITECTURAL CONTROL**

Section 1. Architectural Control. Except for those improvements constructed by Declarant and Builders other than Declarant, no building, fence, wall, driveway, parking area or other structure or improvement shall be commenced, erected, placed or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height,

color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an ARC composed of four (4) or more representatives who need not be Members. Declarant shall have the right to appoint any or all of the members of the ARC or such lesser number as it may choose, as long as Declarant owns any Lots, and members of the ARC may be employees of Declarant or its designees. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. From time to time, Declarant may delegate or assign all or any portion of its rights under this Article to any other person or committee, including an architectural review committee the Association creates. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (a) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (b) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

Section 2. Architectural Guidelines. Declarant has promulgated Architectural Guidelines, which contain general provisions regarding the Property as well as specific provisions that vary parcel to parcel. The Architectural Guidelines are intended to provide guidance to Owners and builders regarding matters of particular concern to Declarant and shall be made available to Owners to review. The ARC shall oversee compliance with the Architectural Guidelines and the ARC shall have sole and full authority to amend the Architectural Guidelines in its discretion. Amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Architectural Guidelines as amended. There is no limit to the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

Section 3. Submittal of Information by Owner. Prior to the commencement of any construction, each Owner shall submit to the ARC the documents or other materials listed in the Architectural Guidelines.

Section 4. Licensed Contractor or Builder. All construction by any Owner on a Lot shall be performed by a contractor or builder duly licensed in the State of Florida.

Section 5. Construction. Each Owner shall be responsible for repairing at Owner's expense all and any damage to Common Areas caused by its contractors, subcontractors, agents, and employees. Houses and other dwelling structures may not be temporarily or permanently occupied until completed (completion of the home is defined as having received a Certificate of Occupancy).

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damage to roads, curbs or property owned by others caused by the Owner's contractor or other parties providing

labor or services to the Owner shall be repaired by the Owner or by the Declarant at Owner's expense.

Section 6. Assignment. Declarant expressly reserves the right to assign any or all of the duties, powers, functions, and approval authority set forth herein to any assignee in Declarant's sole discretion.

Section 7. Limitation of Approval. No approval of plans or specifications by the ARC shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall, in no event, be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The ARC shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions set forth herein and does hereby hold the ARC harmless for any failure thereof caused by the Owner's architect, builder or contractor.

Section 8. Litter. It shall be the responsibility of each Owner of each Lot and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on its Lot, or to permit accumulations, which shall tend to substantially decrease the beauty of the Lot or community as a whole. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours. This Section shall not apply to Builders.

Section 9. Access Ramp. Any Owner of a Lot may construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

(a) The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

(b) Plans for the ramp must be submitted in advance to the ARC. The ARC may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

The Owner of the Lot must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification used for Section 320.0848, Florida Statutes, as amended from time to time, shall be sufficient to meet the affidavit requirement.

ARTICLE IX **USE RESTRICTIONS**

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all common areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant

and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating the restrictions the costs incurred by such prevailing party, including reasonable attorney's fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots other than one single-family dwelling and ancillary residential structures approved by the Board. No Lot or any part thereof shall be used for any business, commercial or public purpose. This Section shall not apply to Builders.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, as authorized by the issuance of a permit from the St. Johns River Water Management District, as applicable, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Laundry Drying or Hanging. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible on the Lot from the neighboring property. Clotheslines may be installed in the rear portion of a Lot so long as not visible from the front of the Lot; provided, that, any such clothes line shall be removed when it is not in use as a clothes line.

Section 5. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the ARC. Any permanent flagpole or flagpole affixed to a residence for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag. Notwithstanding the foregoing, any Member may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day,

Independence Day, and Veterans Day official flags not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard in a respectful manner.

Section 6. Games and Play Structures. All game and play structures, including basketball hoops and backboards, shall be located at the side or rear of the dwelling improvement, or at the rear of the dwelling improvement of the corner Lots. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the dwelling improvement constructed thereon.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained..

Section 9. Insurance Rates. Nothing shall be done or kept on any Common Area, which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 10. Stormwater Management System.

(a) The CDD shall, in perpetuity, operate, maintain, repair and manage the Surface Water or Stormwater Management System(s) in a manner consistent with St. Johns River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District. The CDD shall be responsible for such maintenance, repair and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the St. Johns River Water Management District, its successors or assigns.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the CDD, Clay County and St. Johns River Water Management District, its successors or assigns.

(c) The CDD and the Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the CDD and the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the CDD and the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water/Stormwater Management Systems that have been or may be created by easement without the prior written consent of the CDD, the Association, Clay County and the St. Johns River Water Management District, its successors and assigns.

(e) The St. Johns River Water Management District, its successors or assigns, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/Stormwater Management System.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No owner of any pet shall be permitted to allow its pets to place or have excretions on any portion of the Property other than the Lot of the Owner. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. No greater than three (3) pets may be kept or permitted to be kept on any Lot, except that for dogs 50 pounds or over, the limitation shall be two. Any pets kept or permitted to be kept on any Lot shall be kept in compliance with applicable codes of Clay County.

Section 12. No Hunting Permitted. All hunting or shooting within the subdivision is hereby prohibited.

Section 13. Signs. No signs located on any part of a Lot or visible from the inside of a home except (i) a "For Sale" sign not exceeding four square feet in surface area; (ii) one sign of not more than one (1) square foot used to indicate the name of resident; and (iii) a sign of reasonable size provided by a contractor for security services within ten (10) feet of the entrance to the home, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, for Builders and their successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of

the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. No "For Rent" signs shall be erected or displayed to the public view on any Lot unless otherwise approved by the Declarant.

Section 14. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors of the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 15. Commercial Vehicles, Boats, Personal Watercraft and Recreational Vehicles. No commercial vehicle, boats, personal watercraft, mobile home, motor home, house trailer or camper or other recreational vehicle or equipment, horse trailer or van, or the like, shall be permitted to be parked or to be stored at any place on any portion of the Property, except as provided in this paragraph, unless they are parked within a garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant and/or Builders.

Any such vehicle, boat or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of such rules for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 16. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from the vehicle's immobilization or the vehicle must be removed.

Section 17. Parking. Vehicles shall not be parked in any front or side yard of any Lot except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicle without current registration and license tag will be allowed on the Property or on any Owner's Lot. Visitors and guests only may use paved streets for temporary parking of their vehicles. All Owners must park in designated parking areas on their Lot. Any vehicle parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle if it remains in violation of such rules for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7)

day period. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind.

Section 18. Prohibited Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Association or the Board of Directors. This Section shall not apply to Builders.

Section 19. Above-Ground Pools. Any swimming pool to be constructed on any Lot shall be subject to the review and approval of the ARC.

Section 20. Air-Conditioning Equipment. No window or wall air conditioning equipment which is visible on the exterior of any improvement shall be permitted on any Lot.

Section 21. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final. Construction activities performed by Builders in the ordinary course of constructing single family homes and the related improvements shall be specifically permitted and no argument that such activities are nuisances shall be permitted under the terms of this Declaration.

Section 22. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence on the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Special Assessment as provided in this Declaration. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 23. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions, as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 24. Common Area. Other than those improvements constructed by or temporarily stored by the Declarant, no improvements shall be constructed or removed upon any portion of the Common Area without the approval of the CDD and the Association.

(a) No activities constituting a nuisance shall be conducted upon any Common Area.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area, which shall be binding upon all Members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. To the extent not obtained by the CDD, 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. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties, as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance, as they deem advisable.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 25. Conservation Areas. Portions of the Conservation Areas may be subject to a conservation easements pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District, for the purpose of maintaining the Conservation Areas in their predominantly natural condition. The conservation easements are or shall be recorded in the Public Records of Clay County, Florida.

(a) All of the following uses within the Conservation Areas are hereby prohibited without the prior written consent of the CDD. For those conservation easements granted to the St. Johns River Water Management District, the following uses are hereby prohibited without the prior written consent of the St. Johns River Water Management District, its successors or assigns:

(i) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground in the Conservation Areas.

(ii) The dumping or placing of soil or other substance or material as landfill or the dumping or placing of trash, waste or unsightly or offensive materials.

(iii) The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas. No removal, clearing, mowing or destruction of trees, shrubs or other vegetation is permitted within the Conservation Areas without the prior written consent of the CDD. For those conservation easements granted to the St. Johns River Water Management District, the prior written consent must be obtained by the St. Johns Water Management District, its successors or assigns.

(iv) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Areas.

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

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

(vii) Acts or uses detrimental to such retention of land or water areas.

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

(b) The CDD shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions; in addition, the St. Johns River Water Management District shall have the right to enter upon the conservation easements granted to the St. Johns River Water Management District at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions..

Section 26. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the owner shall be notified and shall be given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable

attorney's fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien in favor of an Institutional Lender.

Section 27. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 28. Imposition of Fines for Violations. It is acknowledged and agreed among all Members that a violation of any of the provisions of this Declaration by a Member or resident may impose irreparable harm to the other Members or residents. All Member's agree that a fine may be imposed by the Declarant or the Association for such violations in accordance with Article XI hereof.

Section 29. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 30. Right of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant, its successors or assigns, shall have the right use the Property for ingress and egress there over including the use of construction machinery and trucks thereon, and no person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property

Section 31. Builders Exempt. This Article IX shall not apply to Builders or to any property owned Builders and shall not be applied in a manner which would adversely affect the interests of Builders. Without limiting the foregoing, Builders and/or their assigns, shall have the right to: (i) develop and construct residential dwellings and related improvements within the Property, and make any additions, alterations, improvements, or changes thereto all in compliance with Builder's plans and specifications approved in advance by the Declarant; (ii) maintain sales offices (for the sale and re-sale of residential dwellings) and general sales offices and construction operations within the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structure within the Property for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (v) post, display,

inscribe or affix to the exterior of any portion of a Lot or portions of the Property owned by Builder, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Property, including without limitation, Lots owned by Builder; and (vi) undertake all activities which are necessary for the development and sale of any lands and improvements owned by Builder. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to a Builder.

ARTICLE X
SETBACK, LOCATION AND SIZE OF IMPROVEMENTS
AND BUILDING RESTRICTIONS

Section 1. Use of Multiple Lots. Nothing herein contained shall be construed to prohibit the use of more than one (1) Lot or portions of one (1) or more Lots as a single-residential building site, provided that such Lot would otherwise meet the requirements as to size, setback line and directional facing of said building as determined by the Declarant.

Section 2. Setback Lines. No building shall be erected on any Lot nearer to the front Lot line, nearer to the rear Lot line or nearer to the side street line than the building setbacks set forth in the Architectural Guidelines. Any such buildings shall face in the direction designated by the Architectural Review Committee. No building shall be located nearer to any interior side Lot line than the distance determined by applicable building and zoning codes.

Section 3. Detached Building. Detached buildings, if approved as provided in Article VIII, shall be of the same exterior material as the house and of a size no greater than 8' x 8' and shall be placed no nearer to any Lot line than the distance determined by applicable building and zoning codes.

Section 4. Walls, Fences and Hedges. Subject to approval by the Architectural Review Committee and to the criteria set forth in the Architectural Guidelines, walls, fences and hedges may be permitted.

Section 5. Driveways. The total area of all driveways shall be paved by plant mix concrete or brick pavers. All driveways shall be constructed in accordance with the criteria set forth in the Architectural Guidelines.

Section 6. Lot Splits. No Lot shall be split so as to face in any direction other than what is shown on the recorded Plat nor shall it be split so as to make any building site smaller than is provided for herein and pursuant to the Clay County Zoning and Building Code.

Section 7. Size of Residences. No residence shall be constructed containing less than One Thousand One Hundred (1,400) square feet of heated and air-conditioned space exclusive of porches, garages and breezeways. In computing the square footage of any residence containing a basement, which is finished and heated, one-half (½) credit shall be given. Exceptions to these limitations may be granted by the Architectural Review Committee if, in the opinion of the Committee, the proposed residence would be in keeping with the overall concept of the subdivision.

Section 8. Roof Pitches. Roof pitches shall be at least four-twelfths (4/12) unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans. Porch pitches may be three-twelfths (3/12).

Section 9. Slabs. Homes may be built on slabs, subject to approval by the Architectural Review Committee.

Section 10. Garages. No residence shall be constructed without having at minimum a double car garage. All garages shall remain permanently as functional automobile garages.

Section 11. Mailboxes. All residences shall have a special mailbox, which will be supplied by the Declarant at Owner's expense and shall be in accordance with the criteria set forth in the Architectural Guidelines. Mailboxes shall be maintained in good state of repair by Owner at all times. No changes are to be made to the original style, design or color of the mailbox or post.

Section 12. Removal of Trees. The removal of any trees in excess of three (3) inches in diameter at a height of three (3) feet above ground level shall require the prior approval of the Architectural Review Committee and Clay County. No trees may be removed until final building plans have been approved by the Architectural Review Committee, subject to applicable code of Clay County. Subject to applicable code of Clay County, Builders are exempt from compliance with this Section.

Section 13. Building Permits. No buildings, fences or improvements shall be erected on any Lot or Common Area without permit(s) as required by the Clay County or any appropriate governmental or quasi-governmental agency.

ARTICLE XI

ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Default. In the event of a violation by any Members or Owner (other than the non-payment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the violation is not capable of being cured within the seven (7) day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) **Specific Performance.** Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) **Damages.** Commence an action to recover damages; and/or

(c) **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any

maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

(d) Fines. Impose a fine or fines pursuant to Article XI, Section 2 of this Declaration.

Section 2. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon a Member for failure of a Member, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Member of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Member shall present reasons why penalties should not be imposed.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Member no later than 21 days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a non-compliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board may elect to review its decision in light of the findings of the appeals committee. A failure of an Member to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose fines as follows:

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

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

(iii) Third and subsequent non-compliance, or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association, except that such Fines shall not become a lien against the Member's Lot.

(g) Application. All monies received from fines shall be allocated for the benefit of the Association as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Member shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Member.

Section 3. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Member, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be treated as Special Assessments under this Article or Article VII.

Section 4. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of twelve percent (12%) per annum.

Section 5. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. Enforcement By or Against Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Member by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

Section 8. Enforcement by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 9. Certificate as to Default. Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

Section 10. Dispute Resolution. Disputes between the Association and a Member regarding use of or changes to a Lot or the Common Areas and other covenant enforcement disputes, disputes regarding amendments to the Governing Documents, disputes regarding meetings of the Board and committees appointed by the Board, membership meetings not including election meetings, and access to the official records of the Association shall be filed with the Florida Department of Business and Professional Regulation for mandatory mediation pursuant to Section 720.311(2), Florida Statutes, as amended from time to time, before the dispute is filed in court.

ARTICLE XII **INDEMNIFICATION**

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and costs and appellate attorneys' fees and costs) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, the Bylaws, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article

shall continue as to a Person who has ceased to be a member of the Board of Directors, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

ARTICLE XIII

NOTICE OF PERMIT REQUIREMENTS

Section 1. Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2005-2416-KEU ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-019-93667-2 ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT THAT CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR TITLE SUBJECT TO THIS DECLARATION, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT, THE CDD, OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Mutual Consent. Any action to be taken by the Declarant pursuant to this Declaration shall require the mutual consent of both of the parties that are defined as the Declarant herein.

Section 2. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 3. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 4. Enforcement. The Association, or any Member, 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 the Declaration. Failure by the Association or by any Member to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way effect any other provisions which shall remain in full force and effect.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restriction, easements, charges and liens of this Declaration may be amended, changed or added to at any time in the following manner: (i) (x) by the majority vote of the Class A Membership at a duly called meeting of the Association or written consent of the Class A Membership holding not less than a majority of the voting power and (y) by the affirmative vote or written consent of the Class B Membership (so long as Class B Membership exists); or (ii) by the affirmative vote or written consent of the Class B Membership alone; provided, however, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest. The foregoing sentence may not be amended. No provision of this

Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the foregoing paragraph, the Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veterans Administration, the St. Johns River Water Management District or Federal National Mortgage Association and to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, FHA, VA or HUD to make, purchase, insure or guarantee mortgage loans on the Lots. The Declarant shall have the right at any time within 6 years from the date hereof to amend this Declaration to correct scrivener's error and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional Lender without their written consent.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS ANY PROVISION RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, MUST HAVE THE PRIOR WRITTEN APPROVAL OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, ITS SUCCESSORS OR ASSIGNS. NO AMENDMENT TO THE DECLARATION SHALL BE APPROVED WHICH CONFLICTS WITH ANY LAND USE APPROVAL OR PERMITS GRANTED BY CLAY COUNTY OR WHICH CONFLICT WITH THE CODE OF ORDINANCES OR UNIFORM LAND DEVELOPMENT REGULATIONS OF CLAY COUNTY, FLORIDA.

Section 7. Communication. All communication from individual Members to the Declarant, its successors or assigns, the Board of Directors of the Association, or any Officer of the Association, shall be in writing.

Section 8. Notice. 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 9. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, which shall take precedence over the Bylaws.

Section 10. Usage. Whenever used herein the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Clay County, Florida.

Section 12. Notice of Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES, INCLUDING

BUILDERS, WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 13. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Builders, over, upon, across, and under the Property as may be required in connection with the development of the Property and to promote or otherwise facilitate the development, construction and sale of Lots or any portion of the Property. Without limiting the foregoing, Declarant specifically reserves for itself, and creates an easement in favor of the Builders, for the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any improvements constructed or installed by Declarant and/or Builders. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Notwithstanding any other provision of this Declaration to the contrary, Declarant and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of the common expenses. Without limiting the foregoing, at no time shall Declarant or Builders be obligated to pay any amount to Association on account of Declarant's and Builders' use of the Common Areas for construction purposes. Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model residential dwellings, installing signs and displays, holding promotional parties and events, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential dwellings. The easements created by this Section, and the rights reserved herein in favor of Declarant and Builders, shall be construed as broadly as possible.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.

WITNESSES:

THE RYLAND GROUP, INC.,
a Maryland corporation

JW Moore

Print Name: L. WAYNE MOORE

Randy Herth

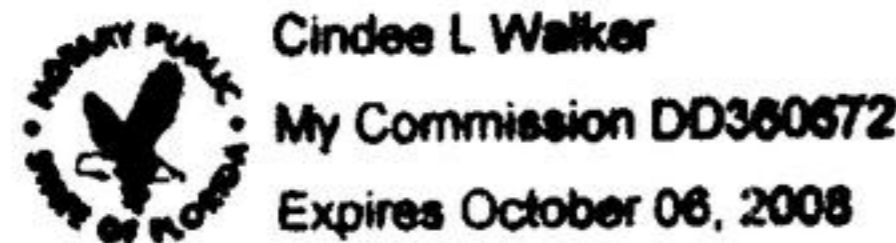
Print Name: Randy Herth

By: *[Signature]*
Name: David Michael Keating
Title: AVP, Land Mgr

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 25 day of January, 2008, by David Keating, as the AVP of **THE RYLAND GROUP, INC.**, a Maryland corporation, who is personally known to me or [] produced as identification.

Cindee L Walker
Signature of Notary Public



Cindee L Walker
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: 10/6/08

WITNESSES:

SANDHILL DEVELOPMENT COMPANY, LLC, a Florida limited liability company

[Signature]
Print Name: Louis Levi Ritter IV

[Signature]
Print Name: CHRISTOPHER M. MIDDLETON

By: THE ALTERRA GROUP, LLC, a Florida limited liability company, its Manager

By: [Signature]
William T. Pyburn III
Manager and President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 2008, by William T. Pyburn III, as Manager and President of THE ALTERRA GROUP, LLC, a Florida limited liability company, the Manager of **SANDHILL DEVELOPMENT COMPANY LLC**, a Florida limited liability company, who [] is personally known to me or [] produced _____ as identification.



CHARLES D. RALEY, JR.
MY COMMISSION # DD 280521
EXPIRES: May 11, 2008
Bonded Thru Budget Notary Services

[Signature]

Signature of Notary Public

Print name of Notary Public
Notary Public State of Florida
My Commission Expires: _____

EXHIBIT "A"
 ("Property")

PINE RIDGE PLANTATION

Being a portion of Section 25, Township 4 South, Range 24 East, Together with a portion Section 30, Township 4 South, Range 25 East, Clay County Florida.

Caption:

A portion of Section 25, Township 4 South, Range 24 East, together with a portion of Section 30, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: BEGINNING at a concrete monument at the Northeast corner of said Section 25, the same being the Northwest corner of said Section 30; thence North 89°34'13" East, along the North line of said Section 30, a distance of 327.77 feet; thence South 40°48'13" East, 1032.23 feet; thence North 53°32'15" East, 248.48 feet; thence South 56°45'29" East, 1877.15 feet; thence South 00°00'20" East, 1125.77 feet; thence South 83°19'51" West, 1317.62 feet; thence South 00°15'15" West, 359.35 feet; thence South 89°51'24" West, along the Easterly prolongation of the Northerly line of those certain lands described in Official Records Book 1422, Page 1792 of the Public Records of said County, and along said Northerly line, 150.00 feet; thence North 00°15'15" East, 335.13 feet; thence South 65°54'58" West, 825.87 feet to said Northerly line of lands in Official Records Book 1422, Page 1792; thence South 89°51'24" West, along said Northerly line and along the Northerly line of those certain lands described as Parcel "A", as recorded in Official Records Book 1422, Page 1798 of said Public Records, and a Westerly prolongation thereof, 1898.38 feet to the West line of the Northeast ¼ of the Southeast ¼ of said Section 25; thence North 00°22'44" East, along said last mentioned line, 534.06 feet to the Northwest corner thereof, the same being the Southeast corner of the Southwest ¼ of the Northeast ¼ of said Section 25; thence South 89°33'50" West, along the South line of said Southwest ¼ of the Northeast ¼, a distance of 1313.10 feet to the Southwest corner thereof; thence North 00°17'34" East, along the West line of said Southwest ¼ of the Northeast ¼, a distance of 958.88 feet; thence South 89°35'31" West, 1314.62 feet to the West line of the Southeast ¼ of the Northwest ¼ of said Section 25; thence North 00°12'26" East, along said last mentioned line and long the West line of the Northeast ¼ of the Northwest ¼ of said Section 25, a distance of 126.55 feet to the point of curvature of a curve concave Easterly and having a radius of 960.00 feet; thence Northerly around and along the arc of said curve, 57.97 feet, said arc being subtended by a chord bearing and distance of North 01°56'14" East, 57.97 feet to the point of tangency of said curve; thence North 03°40'02" East, 339.57 feet to the point of curvature of a curve concave Westerly and having a radius of 1040.00 feet; thence Northerly around and along the arc of said curve, 62.80 feet, said arc being subtended by a chord bearing and distance of North 01°56'14" East, 62.80 feet to the point of tangency of said curve; thence North 00°12'26" East, 169.87 feet to the point of curvature of a curve concave Westerly and having a radius of 1040.00 feet; thence Northerly around and along the arc of said curve, 62.86 feet; said arc being subtended by a chord bearing and distance of North 01°31'27" West, 62.85 feet to the point of tangency of said curve; thence North 03°15'21" West, 69.97 feet to the point of curvature of a curve concave Westerly and having a radius of 1140.00 feet; thence Northerly around and along the arc of said curve, 145.47 feet, said arc being subtended by a chord bearing and distance of North 06°54'41" West, 145.37 feet to its intersection with said West line of the Northeast ¼ of Section 25; thence North 00°12'26" East, along said last mentioned line, 702.35 feet to the Northwest corner thereof; thence North 88°36'06" East, along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1317.69 feet to the Northeast corner thereof; thence South 00°17'34" West, along the East line of said Northeast ¼ of the Northwest ¼, a distance of 1358.52 feet to the Southeast corner thereof, the same being the Northwest corner of said Southwest ¼ of the Northeast ¼ of Section 25; thence North 89°04'55" East, along the North line of said Southwest ¼ of the Northeast ¼, a distance of 1315.35 feet to

the Northeast corner thereof, the same being the Southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 25; thence North $00^{\circ}22'44''$ East, along the West line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 1369.62 feet to the Northwest corner thereof; thence North $88^{\circ}36'06''$ East, along the North line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 1317.69 feet to the POINT OF BEGINNING.

Containing 337.2650 acres, more or less.

EXHIBIT "B"
("Articles of Incorporation")

(((H08000023228 3)))

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PINE RIDGE PLANTATION
OWNERS ASSOCIATION, INC.**

A CORPORATION NOT-FOR-PROFIT

The corporation was incorporated on July 14, 2006 under the name **PINE RIDGE PLANTATION OWNERS ASSOCIATION, INC.** (the "Corporation").

Pursuant to Sections 617.1002, 617.1006, and 617.1007, Florida Not For Profit Corporation Act, the undersigned hereby certifies that the following Amended and Restated Articles of Incorporation required the vote of the Members. Accordingly, the Amendment and Restated Articles of Incorporation were (i) approved on October 18, 2007 by the unanimous written consent of all of the members of the Board of Directors; (ii) approved on October 18, 2007 by the written consent of all of the Class A Members; and (iii) approved on October 18, 2007 by the written consent of all of the Class B Members of the Corporation, thus constituting all of the Members entitled to vote, and the number of votes cast was sufficient for approval by each voting group.

The Articles of Incorporation as heretofore filed in the Office of the Florida Secretary of State on July 14, 2006, are hereby amended and restated in their entirety to read as follows:

ARTICLE I. NAME

The name of this corporation shall be **PINE RIDGE PLANTATION OWNERS ASSOCIATION, INC.**, (hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purpose and object of the Association shall be to exercise all of the rights, powers and duties granted to it under that certain Declaration of Covenants, Conditions, Restrictions, and Easements for PINE RIDGE PLANTATION, as amended from time to time (the "Declaration"), as well as all other rights, powers and duties which may be granted to it. Such rights, powers and duties shall include, but not be limited to, the following: The Association shall own, operate, administer and maintain the Common Areas as defined in the Declaration (the "Common Areas"), to the extent the Common Areas are not maintained by the CDD. The Association shall operate, maintain and manage the Surface Water Management System(s) in a manner consistent with the permit requirements and applicable rules and regulations, and shall assist in the enforcement of the restrictions and covenants contained herein, provided that the Surface Water Management System is not operated, maintained or managed by the CDD. The Architectural

(((H08000023228 3)))

(((H08000023228 3)))

Review Committee, the members of which are appointed by the Declarant, shall exercise architectural control over the development of the Property, and the Association shall have the right to enforce the covenants, conditions, restrictions, and easements contained in the Declaration. All defined terms contained herein shall have the same meanings as such terms are defined by the Declaration.

ARTICLE III. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the laws of the State of Florida and the Declaration.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.

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

3. Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien right granted the Association to secure the payment of said assessments.

4. Own, operate, lease, sell, manage, encumber, convey, subject to easements, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.

5. To own, manage, administer and operate such property as may be conveyed to it by the Declarant, its successors or assigns as Common Areas for the mutual benefit and use of all Members and to the extent not owned, managed, administered and operated by the CDD.

6. The Association shall levy and collect assessments against members of the Association for the costs of maintenance and operation of the surface water management system, including, but not limited to, work within retention areas, drainage structures and drainage easements, provided that such assessments have not been levied or collected by the CDD.

7. Enforce the provisions of these Articles of Incorporation, the By-Laws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof, and the Common Areas which may or hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

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The qualification of members, manner of their admission to and termination of membership and voting by members shall be as follows. Each Owner of a Lot shall be and become a member of the Association upon the recording of a deed in the public records of Clay County, Florida, granting him or her fee simple title to a Lot. In addition, the Declarant shall be a member of the Association as set forth below and in the Declaration.

ARTICLE V. VOTING

A. The affairs of the Association shall be administered and managed by the Board of Directors as described in Article VIII hereof.

B. Until such time as the first Lot is conveyed to an Owner other than the Declarant, the membership of the Association shall be comprised of the Declarant, who shall be entitled to cast votes as set forth in C below on all matters upon which the membership would be entitled to vote.

C. There shall be two classes of voting membership in the Association:

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

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly 6 years after the recording of this Declaration; or
- (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners.

Upon the happening of any of these events, Declarant shall call a special meeting of the Association to advise of the termination of Class "B" membership. From and after the happening of these events, whichever occurs earlier, the Class B members shall be deemed Class

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A members entitled to one (1) vote for each Lot in which they hold the interest required for membership.

ARTICLE VI. TERM OF EXISTENCE

The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be accepted by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII. OFFICE

The principal office of the Association shall be 1914 Art Museum Drive, Jacksonville, Florida 32207, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. Each member of the Association Board of Directors shall be entitled to one vote.

B. The name and address of the persons who are to serve as the sole members of the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
Kevin L. Troup	1914 Art Museum Drive Jacksonville, FL 32207
Lewis Levi Ritter, IV	1914 Art Museum Drive Jacksonville, FL 32207
David Keating	1845 Town Center Boulevard, Suite 200 Orange Park, FL 32003

C. The members of the Board of Directors shall be elected or appointed in the manner provided in the Bylaws.

ARTICLE IX. OFFICERS

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall

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perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. Officers of the Association may not be compensated. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

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

<u>Officer</u>	<u>Name</u>
President	Kevin L. Troup
Vice President and Treasurer	Lewis Levi Ritter, IV
Secretary	David Keating

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

ARTICLE X. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended upon the proposal of the Board of Directors. Upon such proposal, a special meeting of the Members shall be called, the notice of which shall state that such proposal is to be voted upon at that meeting. The proposal shall be passed if a majority of the votes present at a meeting at which a quorum is present, vote to approve the proposal.

B. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

ARTICLE XI. INDEMNITY

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Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, incurred by him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

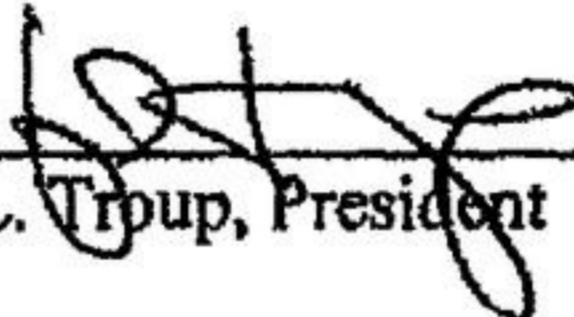
ARTICLE XII. NON-PROFIT STATUS

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

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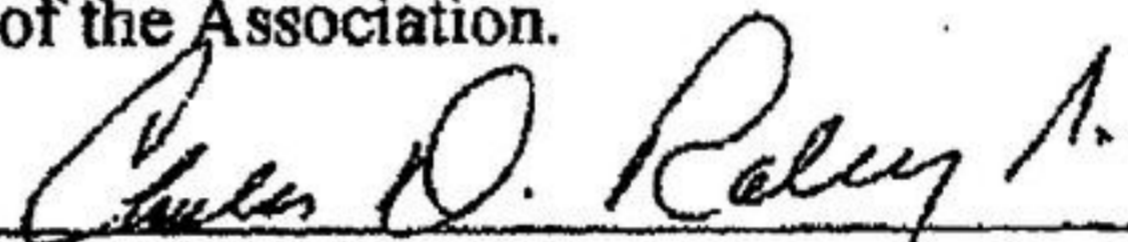
IN WITNESS WHEREOF, the Corporation has caused its duly authorized President to make and file these Amended and Restated Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets his hand and seal this 18th day of October, 2007.



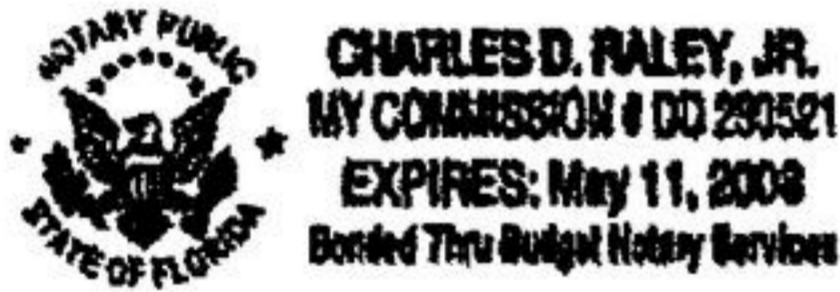
Kevin L. Troup, President

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing Articles of Incorporation were acknowledged before me this 18th day of October, 2007, by Kevin L. Troup, as President of the Association.



(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally known _____
or Produced I.D. _____
Type of Identification Produced _____



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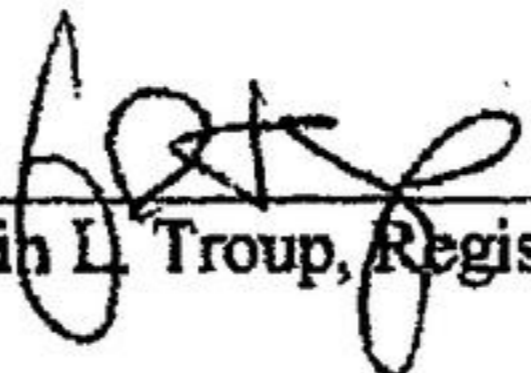
**CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED**

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

PINE RIDGE PLANTATION OWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names Kevin L. Troup located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT

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



Kevin L. Troup, Registered Agent

Date: October 18, 2007

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EXHIBIT "C"
("Bylaws")

**FIRST AMENDED AND RESTATED BY-LAWS
OF
PINE RIDGE PLANTATION OWNERS ASSOCIATION, INC.,
a Florida Corporation Not-For-Profit**

1. **IDENTITY.**

1.1 **Applicability.** These are the By-Laws of Pine Ridge Plantation Owners Association, Inc. ("Association"), a Florida corporation not-for-profit organized pursuant to the provisions of Chapter 617, *Florida Statutes*, as amended, to the date of filing of the Articles of Incorporation ("Articles"). The purpose and object of the Association shall be to own, maintain and repair the Common Areas, as defined in the Articles and the Declaration of Covenants, Conditions, Restrictions and Easements for Pine Ridge Plantation ("Declaration"), to the extent the Common Areas are not maintained by the CDD, to enforce the covenants and restrictions contained within the Declaration, and to exercise any other rights, powers and duties granted to it under the Declaration or the Articles. All defined terms contained herein shall have the same meanings as such terms are defined in the Declaration and the Articles.

1.2 **Office.** The office of the Association shall be at 1914 Art Museum Drive, Jacksonville, Florida 32207, or at such other place as may be established by resolution of the Board of Directors.

1.3 **Fiscal Year.** The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 **Seal.** The seal of the Association shall bear the name of Pine Ridge Plantation Owners Association, Inc., the word "Florida", the words "Corporation Not-For-Profit", and year of incorporation.

2. **MEMBERSHIP, VOTING, QUORUM AND PROXIES.**

2.1 **Membership.** The qualification of members of the Association ("Members"), the manner of their admission to membership and termination of such membership, shall be as set forth in the Articles, the provisions of which are incorporated herein by reference.

2.2 **Quorum.** A quorum at meetings of Members shall consist of persons entitled to cast ten percent (10%) of the votes of all classes of membership entitled to vote upon any matter or matters arising at said meeting.

2.3 Voting.

(a) Each Lot Owner, other than the Declarant, shall be a Class A Member and shall be assigned the right to cast one vote at any meeting of Members.

(b) The Declarant shall be the Class B Member and shall be entitled to three (3) votes for each lot owned, until such time as a Declarant's membership converted to Class A membership whereupon the Declarant shall be entitled to one (1) vote for each lot owned.

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

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

2.4 Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, duly called and at which a quorum is present, the acts approved by the affirmative vote of a majority of the votes present at such meeting shall be binding upon the Members.

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

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting, on the second Thursday in November of each year or such other date as determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided,

however, that if that day is a legal holiday, the meeting shall be held on the next succeeding Thursday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 Special Meeting. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of Meetings.

(a) **Generally**. Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be mailed to the Members at least fourteen (14) days prior to said meeting.

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

(c) **Special**. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting and shall be mailed or delivered personally to the Member.

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

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

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

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

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

4. BOARD OF DIRECTORS.

4.1 Composition of Board and Declarant Control. The affairs of the Association shall be managed by a Board of Directors. So long as there is a Class B Member, the Class B Member shall be entitled to appoint the directors. Each member of the Board of Directors shall be entitled to one vote. Directors shall be elected or appointed at the annual meeting of the Association.

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

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

(b) Commencing with the first annual election of Directors after Declarant shall have relinquished the right to appoint the Directors, the Members shall elect all Directors by a plurality of the votes cast at the annual meeting of the general membership. The Class A Members shall vote in person at a meeting of the Members or by a ballot that the Class A Members personally sign.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Declarant, such vacancy shall be filled by Declarant appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

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

(e) Until such time as the Class A Members are entitled to elect all of the Directors, there shall be three (3) Directors of the Association and each Director shall serve for one year until the next annual meeting or such other time as his successor is elected or appointed. At the first annual meeting at which the Class A Members are entitled to elect all of the members of the Board of Directors, the number of Directors shall be increased to five (5) and three (3) directorships shall be designated as two-year term directors and the other two (2) shall be one-year term directors. At the next succeeding annual meeting, such one-year term directorships shall be, from that point on, designated as two-year term directorships. The intent hereof is to stagger the terms of the directorships so that there shall be two or three directors elected each year for two-year terms.

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

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

4.4 Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Further, notice of regular meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance. Meetings of the Board of Directors shall be open to all Members. Notice of any meetings where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Further, except in an emergency, such notice shall be posted as specified in Section 4.4 hereof. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

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

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

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

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

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles and these Bylaws. Subject to any limitations imposed by FHM, FNMA and VA guidelines, such powers and duties shall be exercised in accordance with the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Make and establish reasonable rules and regulations governing the use of the Property or the Common Areas, as such terms will be defined herein and in the Declaration.

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

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

(d) Own, operate, lease, sell, manage, encumber, convey, subject to easements and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Common Areas.

(e) To own, manage, administer and operate such property as may be conveyed to it by the Declarant, its successors or assigns, for the mutual benefit and use of all Members.

(f) Enforce the provisions of these Articles of Incorporation, the Bylaws, the Declaration and all covenants, restrictions, rules and regulations governing use of the Property, or a portion thereof and the Common Areas which may now or hereafter be established.

5. OFFICERS.

5.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held

by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may, from time to time, elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

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

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

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

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

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

6. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation, or these By-Laws.

7. These Bylaws may be altered or amended by the vote or written consent of a majority of the members of the Board of Directors.