

34

Prepared By and Return to: ✓
Matovina & Company
2955 Hartley Rd., Suite 108
Jacksonville, FL 32257

Book: 2306
Page: 0490
Rec: 12/18/2003
08:37 AM
File# 200386182
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$154.50

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR**

ROMEO POINT

THIS DECLARATION is made this 17th day of December, 2003, by ROMEO POINT JOINT VENTURE, LLP, a Florida limited liability partnership, hereinafter referred to as "Developer," who recites and provides,

RECITALS

A. Developer is the owner of certain land located in Clay County, Florida, being all of that real property which is to be developed and commonly referred to as "Romeo Point". Romeo Point will be developed in one phase and may be improved with residences of different sizes and types. Developer desires to maintain the integrity and beauty of Romeo Point to assure high quality standards for the enjoyment of Romeo Point.

B. Developer intends to develop Romeo Point for the purpose of constructing single family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined) and which will be occupied and maintained as a residential development for the mutual and common advantage of all owners and occupants thereof who shall own and occupy Romeo Point subject to the provisions of this Declaration and all other rules and regulations applicable to Romeo Point.

C. To provide for the preservation, enhancement and maintenance of Romeo Point and the improvements thereon, Developer desires to subject portions of Romeo Point as they are developed and improved, to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of Romeo Point and of each owner of a portion thereof.

D. To provide for the efficient management of Romeo Point, Developer deems it desirable to create a non-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements. Charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created, and to this end, Developer has created or will create Romeo Point Owners Association, Inc., a Florida not-for-profit corporation, whose membership shall include all owners of all or any part of Romeo Point.

DECLARATION

NOW, THEREFORE, Developer declares that the Property (as hereinafter defined) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, shall run with the title to the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and Developer.

I. DEFINITIONS

1.1. **Defined Terms.** The following definitions shall apply wherever these capitalized terms appear in this Declaration:

34

Prepared By and Return to: ✓
Matovina & Company
2955 Hartley Rd., Suite 108
Jacksonville, FL 32257

Book: 2306
Page: 0490
Rec: 12/18/2003
08:37 AM
File# 200386182
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$154.50

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR**

ROMEO POINT

THIS DECLARATION is made this 17th day of December, 2003, by ROMEO POINT JOINT VENTURE, LLP, a Florida limited liability partnership, hereinafter referred to as "Developer," who recites and provides,

RECITALS

A. Developer is the owner of certain land located in Clay County, Florida, being all of that real property which is to be developed and commonly referred to as "Romeo Point". Romeo Point will be developed in one phase and may be improved with residences of different sizes and types. Developer desires to maintain the integrity and beauty of Romeo Point to assure high quality standards for the enjoyment of Romeo Point.

B. Developer intends to develop Romeo Point for the purpose of constructing single family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined) and which will be occupied and maintained as a residential development for the mutual and common advantage of all owners and occupants thereof who shall own and occupy Romeo Point subject to the provisions of this Declaration and all other rules and regulations applicable to Romeo Point.

C. To provide for the preservation, enhancement and maintenance of Romeo Point and the improvements thereon, Developer desires to subject portions of Romeo Point as they are developed and improved, to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of Romeo Point and of each owner of a portion thereof.

D. To provide for the efficient management of Romeo Point, Developer deems it desirable to create a non-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements. Charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created, and to this end, Developer has created or will create Romeo Point Owners Association, Inc., a Florida not-for-profit corporation, whose membership shall include all owners of all or any part of Romeo Point.

DECLARATION

NOW, THEREFORE, Developer declares that the Property (as hereinafter defined) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, shall run with the title to the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and Developer.

I. DEFINITIONS

1.1. **Defined Terms.** The following definitions shall apply wherever these capitalized terms appear in this Declaration:

- (a) "ARB" means the Architectural Review Board of the Association.
- (b) "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit "A".
- (c) "Assessment" means all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments and Damage/Repair Assessments (as hereinafter defined).
- (d) "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.
- (e) "Association" means Romeo Point Owners Association, Inc., a Florida non-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
- (f) "Board of Directors" means the Board of Directors of the Association.
- (g) "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit "B".
- (h) "Common Property" means all of the Property, except the Lots, together with any Improvements thereon, including without limitation, the roadways shown on the plat of the Property not dedicated for public use and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property or serving the Property which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas, including, without limitation, the water within the lakes and retention areas, all drainage easements reserved hereunder in any Plat of the Property and all other portions of the Stormwater Management System. The Common Property to be maintained by the Association may specifically include, without limitation, rights of way of any publicly dedicated roads, signs, landscaped entry features (including entry sign, lighting, irrigation, and landscaping), any landscaping not located within a Lot, recreational or open areas dedicated for use by the Owners and the Stormwater Management System (as defined below), provided, however, that the foregoing list shall not be deemed to be a representation or warranty that any of the foregoing types of Common Property will be provided. Common Property may also include personal property owned or leased by the Association and intended for use by the Association or common use and enjoyment by the Owners.
- (i) "County" means Clay County, Florida.
- (j) "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.
- (k) "Developer" means Romeo Point Joint Venture, LLP, a Florida limited liability partnership, its successors, and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property all as more fully set forth in paragraph 13.13. Reference in this Declaration to Romeo Point Joint Venture, LLP, as the Developer under this Declaration is not intended and shall not be construed to impose upon Romeo Point Joint Venture, LLP, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from Romeo Point Joint Venture, LLP, and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Lot.
- (l) "Initial Improvements" means the initial, original construction of the Residences and related Improvements and the initial landscaping on the Lots constructed by Developer or those builders specified by Developer.
- (m) "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property or parcel of land which is permitted to be improved with a Residence. References herein to "Lot" shall also include the Residence and all improvements constructed on a Lot, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and lands being hereafter referred to as "Reconfigured Lots") to one Owner who constructs only one Residence thereon, and who landscapes all the Reconfigured Lot so that it appears to be a single building plot, such Reconfigured Lot shall be deemed to be one Lot, subject to the Assessment and entitled to one vote, and except as specifically set forth herein, all references to lots shall include Reconfigured Lots. Provided, however, if such a

Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments.

(n) "Member" means a person entitled to membership in the Association, as provided in this Declaration and the Articles.

(o) "Mortgage" means any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation.

(p) "Mortgagee" means any bank, savings and loan association, or other recognized institutional lender, any insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including, without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association), or any other entity holding a Mortgage now or hereafter placed upon any Lot, including Developer, or its assignee.

(q) "Owner" means the record owner, whether one or more persons or entities of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

(r) "Permit" means all the permits, licenses, approvals made by the St Johns River Water Management District ("SJRWMD"), Department of Environmental Protection, United States Army Corps of Engineers ("USACOE") or any other governmental or quasi-governmental agency which arise from or in connection with the development of the Property.

(s) "Property" means that certain real property more fully described as all of the lands within ROMEO POINT, according to plat thereof recorded in Plat Book 42, pages 78 - 80 of the public records, of Clay County, Florida, (except that portion of the Property dedicated to the public).

(t) "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, detached buildings, patios, sidewalks and recreational facilities which have been approved by the ARB or Developer.

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

II. ASSOCIATION

2.1. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Lot. Membership shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association.

2.2 Voting Rights. The Association shall have two classes of voting Members:

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Class B Membership exists. Class A Members 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; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association designating a voting co-owner. When title to a Lot is held by a corporation, partnership, association, trust, or other entity (with the exception of Developer), a certificate designating the authorized voting representative of the entity shall be filed with the association, which shall be effective until rescinded by such entity. Provided, however, if an Owner owns a Reconfigured Lot, the Owner thereof shall have only one vote in Association matters.

(b) Class B. The Class B Member shall be the Developer who shall be entitled to the sole right to vote in Association Matters until the occurrence of the earlier of the following events ("Turnover"):

- (i) Three (3) months after ninety percent (90%) of the Lots in the Property have been conveyed to Class A Members.
- (ii) Ten (10) years after the recording of this Declaration: or
- (iii) Such earlier date as Developer, in its sole discretion, may determine in writing.

III. OWNER'S RIGHTS AND DUTIES

3.1. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

- (i) The right of the Association to take such steps as is reasonably necessary to protect the Common Property against foreclosure.
- (ii) The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all Common Property.
- (iii) All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.
- (iv) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.
- (v) All easements and restrictions of record affecting any part of the Common Property.

3.2. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servant, or contract purchasers who occupy the Lot.

3.3. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the damaged area or property in a good and workmanlike manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Damage/Repair Assessment.

3.4. Maintenance. In addition to other specified maintenance required herein, each Owner shall, at the Owner's cost and expense, keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence and any and all improvements thereon. Each Owner shall also maintain all landscaping on his Lot including any portion of the right of way (a) bounded by his front Lot line, the continuation of his side Lot lines, and the paved portion of any road adjacent to his Lot, and (b) lying between his Lot line and the water's edge of any pond or drainage area, if such area is not maintained by the Association.

The foregoing obligations shall include all maintenance, repair or replacement required because of occurrence of any fire, wind, vandalism, theft or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Lot and Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction, subject to normal wear and tear that can not be avoided by normal maintenance. Each owner shall promptly perform any maintenance or repair requested by the Association.

If an Owner fails to maintain his Lot, (including landscaping), his Residence, the adjacent road right-of-way or area between its Lot and a pond (if such area is not maintained by the Association) in good order and in a clean and attractive manner or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, maintain, and landscape any part of such Lot or Residence, or the adjacent portion of the road right-of way or area between such Owner's Lot and the pond. The cost of such repairs or maintenance shall be a Damage/Repair Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

3.5. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

IV. COMMON PROPERTY AND EASEMENT

4. 1. Common Property.

(a) Title. Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument. All remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by Developer, at such time as it no longer owns any of the Property. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party (other than the Association), dedicated to the public (other than the roads, rights of way, utilities and drainage easements as shown on the plat of the Property or as otherwise necessary or convenient for the development of the Property), mortgaged, or otherwise encumbered without the written consent or vote of seventy five percent (75%) of the Class A Members and, for so long as the Class B Membership exists, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

(b) Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property, provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System, as set forth in Article V.

4.2. Roadways and Traffic Easements and Regulations. Developer hereby grants to the Owners, the lawful occupants of any Residence, the family members, employees, guests, invitees and licensees of any of the foregoing, lawful delivery and pickup personnel, emergency medical and fire protection personnel, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property, Mortgagees, and such other persons as Developer may from time to time designate, the non-exclusive, perpetual right of ingress and egress to, from, in, and across all roadways shown on the plat of the Property, subject to the right of the Developer, its successors, assigns, authorized agents or designees, to install, erect, construct and maintain electric, water, sewer and other utility and drainage lines and facilities in such roadways. Developer reserves to itself and the Association the absolute and unrestricted right to limit, restrict or deny the ingress of any party who, in its sole discretion, does not belong or have business on the Property or who may create or participate in a disturbance or nuisance on any part of the Property or be otherwise undesirable, through use of a controlled or guarded entranceway or through such other means and upon such terms and conditions as Developer or the Association may reasonably determine. Developer further reserves to itself and the Association the right, but not the obligation, to control and regulate all types of vehicular traffic and parking on all or any part of the Common Roads or Areas, and to require the removal of any shrub, bush, fence, wall, tree or other item of any sort which might, in the Developer's or the Association's sole discretion, impair or obstruct a motorist's vision on any of the

Common Roads. Developer or the Association shall have the right to enforce claims for damage against any Owner responsible for damages to any Common Roads or Areas.

4.3. Utility Easements

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement reserved herein shall be vacated with respect to the portion of the Lot on which the Residence and other approved improvements are located.

(b) Lot Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a ten foot (10') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, electrical and irrigation lines. In the event that the Owner shall construct any Improvements within any such easement area specifically reserved on a Lot and in connection with the exercise of the Developer's or Association's easement rights hereunder, the Developer or Association is required to remove such improvements, the repair, replacement or restoration of such Improvements shall be at the cost and expense of the Owner.

(c) Cable-Television Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

4.4 Developer's Rights. Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein; (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on a plat of the Property or convert a Lot to use as a right of way, provided that Developer owns the lands affected by such change. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

V. STORMWATER MANAGEMENT SYSTEM

5.1. Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention areas, swales, conduits, weirs, pipes, pumps, and berms across the front, rear and side of certain Lots. Developer hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property.

5.2. Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress, and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot which is a part of the Stormwater Management System, to operate, maintain, and repair the Stormwater Management System as required by the Permits, including the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any Treatment Swales (as hereinafter defined) placed along the boundary of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable, provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. The Developer or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted herein

may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments and bottoms of such retention areas.

5.3. Construction of Treatment Swales. In accordance with the SJRWMD Permits and plans approved by Clay County, Developer has or will construct Swales along the sides, rear and other portions of certain Lots ("Treatment Swales") which Treatment Swales are part of the Stormwater Management System. The Owner is responsible to assure that the Treatment Swales are properly constructed and are maintained as required by the Permits. No Owner shall be permitted to remove or reconfigure such Treatment Swales, and in the event that an Owner removes or reconfigures the Treatment Swales and any legal action is brought against the Developer or Association for any such violation of the Permit then, without limiting any other remedy set forth herein, the Owner shall indemnify and hold the Association and Developer harmless from all costs, expenses, liabilities arising from or in connection with such violation of the Permits.

5.4. Maintenance. Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the portion of the Stormwater Management System below the shoreline. The Association shall have the power and right, and the obligation and responsibility, but only as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention areas or drainage easements. The Owners of Lots adjacent to and lying beneath the retention areas included in the Stormwater Management System shall maintain all shoreline vegetation, remove all trash collecting along such shoreline, grade and contour all embankments to the water's edge (as it may rise and fall from time to time, irrespective of the ownership of such land), and keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner so as to prevent erosion, if the Association does not provide such maintenance. In the event that such retention areas do not contain any water so that there is no shoreline or waters edge, then the Owner of the land lying beneath such retention areas shall be responsible for the maintenance of such areas as provided for above. The Owners of Lots on which Treatment Swales are required to be constructed shall maintain the Treatment Swales.

5.5. Improvement. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the ARB. Any improvements to the Stormwater Management System permitted by the Developer and/or the Association and installed by any Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. Upon written confirmation of approval by the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

5.6. Use and Access. No Owner shall have access to the retention ponds included in the Stormwater Management System except those Owners who own the area lying beneath such retention ponds. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the retention areas.

5.7. Liability. Neither Developer nor the Association shall have any liability whatsoever to owners, guests, tenants, or invitees in connection with the retention areas and drainage easements or any portion of the Stormwater Management System. Each owner, for itself and its guests, tenants, or invitees, releases Developer and the Association from any liability in connection herewith.

Neither Developer, the Association, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, retention area, canal, creek, marsh area, stream or other water body within or adjacent to the Property, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or entity as referenced herein. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid areas shall be

deemed, by virtue of their acceptance of a deed to, or use of, such Property, to have agreed to hold harmless the Listed Parties from all liability related to any changes in the quality and level of the water in such bodies.

All persons are hereby notified that from time to time alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Property and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

All persons are hereby notified that lake banks and slopes within certain areas of the property may be steep and that depths near shore may drop sharply. By their acceptance of a deed or use of any Lot within the Property, all owners or users of such property shall be deemed to have agreed to hold harmless the Listed Parties from all liability or damages arising from the design, construction, or topography of any lake banks, slopes, or bottoms.

5.8. Wetlands and Jurisdictional Land. This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands and Developer has obtained certain Permits to allow the development of the Property. Every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping or the removal of plant life within any jurisdictional lands or which are subject to a conservation easement existing on his Lot. In the event that an Owner violates the terms and conditions of the Permit, the Association is authorized to enter onto the Lot and cure such violation and such Owner shall be liable for all costs and expenses of remedying any violation and shall indemnify and hold the Association and Developer harmless from any such costs and expenses, and any enforcement action that may be imposed by the SJRWMD or any other governmental agency as a result of such action by such Owners all of which shall be deemed to be a Damage/Repair Assessment.

5.9. Landscape Tracts/Natural Areas. Areas within the Property designated as "Landscape Tracts" or "Natural Areas" on the recorded plat are areas to be owned and maintained by the Association for the benefit of the community at large. Any alteration, cutting, under-brushing or any other modification by an Owner is prohibited without specific written permission from the ARB. Any Owner who alters these areas in any way shall be held to repair and restore the area to the satisfaction of the ARB at the Owner's sole cost and expense or may be fined by the ARB in an amount not to exceed \$25.00 per day. All fines shall be considered Damage/Repair Assessment as further defined in Article VII.

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

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

VI. UTILITIES

6.1. Water System. The central water supply system provided for the service of the Property and operated by Clay County Utility Authority shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof, and shall maintain and repair all portions of such water lines located within the