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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WILFORD PRESERVE PHASE 4**

**THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILFORD PRESERVE PHASE 4**, is made this \_\_\_ day of November, 2025 (the "Effective Date"), by **DREAM FINDERS HOMES LLC**, a Florida limited liability company, hereinafter referred to as "Developer," and is joined in by Landbank (defined below) and the CDD (defined below).

**RECITALS:**

- A. Developer and the CDD are the owners of certain land located in Clay County, Florida, being all of that real property known as Wilford Preserve Phase 4 as shown on plat thereof recorded in the official records of Clay County Florida, in Official Records Volume Plat Book 74, Pages 48 - 62, hereinafter referred to as "Wilford Preserve Phase 4" or the "Property", being more particularly described on **Exhibit "A"** attached hereto and incorporated herein.
- B. Developer desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property.
- C. Developer intends to develop the Property 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, reciprocal and common advantage of all Owners (as hereinafter defined) and occupants thereof, who shall own and occupy the Property, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.
- D. Developer desires to provide for the preservation and enhancement of the Property, and for the maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each, and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

- E. Developer desires to provide for the efficient management of the Property, in connection therewith Developer deems it desirable to create a not-for-profit corporation with the power and duty to administer and enforce the protective covenants, conditions, restrictions, easements and limitations hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and collection and disbursement of the Assessments hereinafter created. To this end, Developer has created the **WILFORD PRESERVE PHASE 4 HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association"), whose membership shall include the Owners of all or any part of the Property. The CDD may also assume some responsibility for the maintenance of the Common Property.

## **DECLARATION**

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

## **ARTICLE I**

### **DEFINITIONS**

**Section 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 filed with the Florida Department of State Division of Corporations and available online at [www.sunbiz.org](http://www.sunbiz.org).
- c. "Assessment" means and includes all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments (as hereinafter defined).
- d. "Association" means the **WILFORD PRESERVE PHASE 4 HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
- e. "Board of Directors" means the Board of Directors of the Association.
- f. "Builder" means (i) MRP HDFB, LLC, a Delaware limited liability company, (ii) DREAM FINDERS HOMES LLC, a Florida limited liability company, and (ii) any licensed home

builder hereunder that acquires Lots within the Property from Landbank or Developer for the purpose of constructing homes thereon for sale to third party purchasers. Landbank's status as a Builder shall not preclude Landbank from also being a successor Developer if Developer's rights and status are assigned to Landbank in whole or in part as provided in the definition of Developer below in this Section. For purposes of clarification, DREAM FINDERS HOMES LLC, a Florida limited liability company is designated as the Developer and a Builder under this Declaration, but its rights and obligations as Developer and a Builder are separate and distinct from one another, and one or both of such respective sets of rights and obligations may be transferred or terminated pursuant to the terms more particularly set forth herein.

- g. "Bylaws" means the Bylaws of the Association attached hereto as Exhibit "B", as amended from time to time.
- h. "CDD" shall mean the Wilford Preserve Community Development District.
- i. "Common Property" means all of the Property, except the Lots, together with any improvements thereon, and all personal property intended for the common use and enjoyment of the Owners, and any area within the Property which the Association or the CDD are obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas. The CDD's obligation to maintain the Common Property is subject to the CDD assuming such obligation or taking title to the Common Property. If the CDD becomes obligated to maintain the Common Property, the CDD shall be granted all necessary access and easements to fulfill that obligation. The Common Property is not dedicated for use by the general public. The Common Property shall specifically include, without limitation, sign and landscape easements (including, but not limited to, those shown on the plat of the Property), entry features (including easement, sign, landscaping, lighting, any perimeter fencing or walls, all landscaping not located within a Lot, any gates, the Stormwater Management System (defined below), as shown on the Plat of the Property.
- j. "County" means Clay County, Florida.
- k. "Declaration" means this Declaration of Easements, Covenants, Conditions and Restrictions, as it may hereinafter be amended and supplemented from time to time.
- l. "Developer" means DREAM FINDERS HOMES LLC, a Florida limited liability company, its successors or assigns who has or takes title to any portion of the Property and who is designated as Developer in a recorded instrument which the immediately preceding Developer executes and is recorded in the Public Records of the County. Reference in this Declaration to DREAM FINDERS HOMES LLC, a Florida limited liability company, as the Developer under this Declaration is not intended and shall not be construed to impose upon DREAM FINDERS HOMES LLC, a Florida limited liability company, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from DREAM FINDERS HOMES LLC, a Florida limited liability

company, 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. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Any subsequent Developer shall not be liable for any actions, defaults, or obligations incurred by any previous Developer, except as may be expressly assumed by the subsequent Developer. As long as MRP HDFB, LLC, a Delaware limited liability company owns any portion of the Property, any assignment of Developer's rights and/or obligations under this Declaration shall require the prior written consent of MRP HDFB, LLC, a Delaware limited liability company. Any assignment by Developer in contravention of the terms of the foregoing sentence shall be void and of no force or effect.

- m. "Initial Improvements" means the initial, original construction of Residences, and related improvements (i.e. roadways, water sewer utilities and common property) and initial landscaping upon the Lots constructed by Developer or those builders specified by Developer.
- n. "Landbank" means MRP HDFB, LLC, a Delaware limited liability company, and any successor in interest in title to MRP HDFB, LLC that is duly licensed to construct homes and is in the business of building and constructing residences.
- o. "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property. References herein to "Lot" shall also include the Residence and all improvements thereon, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot (such combination of Lots being hereinafter referred to as a "Reconfigured Lot") to one Owner who constructs only one single family dwelling unit thereon, such reconfigured Lot shall be deemed to be a "Lot" and subject to one Assessment and entitled to one vote and except as specifically set forth herein all references to the "Lot" means and include "Reconfigured Lots". Provided, however, if such a combined Reconfigured Lot is subsequently developed with an additional Residence it shall be deemed to constitute two Lots and be entitled to two (2) votes and be liable for payment of two Assessments.
- p. "Member" means a person entitled to membership in the Association, as provided in this Declaration.
- q. "Mortgage" means any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation.
- r. "Mortgagee" means any bank, savings and loan association or other recognized

institutional lender, any insurer or guarantor of Mortgages (including without limitation, the Veteran's Administration or the Federal Housing Administration) or holder of Mortgages in the secondary market holding a Mortgage now or hereafter placed upon the Lot, including Developer.

- s. "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.
- t. "Property" means that certain real property described as such in the Recitals above.
- u. "Residences" means any single family residential dwelling constructed or to be constructed on or within any Lot.
- v. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

## ARTICLE II

### MUTUALITY, BENEFITS AND BURDENS

**Section 2.1 Mutuality.** This Declaration and the covenants, restrictions and agreements contained herein are made for the mutual and reciprocal benefit of each Lot or parcel contained within the Property. This Declaration is intended to create mutual obligations upon each Lot and parcel within the Property in favor of each and every other Lot and parcel within the Property, to create reciprocal rights between all of the Owners and to create privity of contract and an estate between the grantees of each and every Lot and parcel within the Property and their successors, heirs and assigns.

**Section 2.2 Owner's Benefits and Burdens.** Each Owner shall by taking title to any Lot agree to abide by all terms, provisions, agreements, covenants, restrictions and conditions contained in this Declaration and shall be entitled to the benefits and burdens contained therein.

**ARTICLE III**

**ASSOCIATION**

**Section 3.1** **Members.** Every Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from the title to each Lot, and 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.

**Section 3.2** **Voting Rights.** The Association shall have two classes of voting membership.

**(a)** **Class A.** Class A Members shall be all Owners, with the exception of Developer and Landbank, while Developer and Landbank are Class B Members. 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, among themselves, determine, 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. When title to a Lot is in a corporation, partnership, association, trust or other entity (with exception of Developer and Landbank) such entity shall be subject to applicable rules and regulations for such entities contained in the Articles and Bylaws. Provided however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot contains only one single family Residence, the Owners thereof shall have only one vote in Association matters.

**(b)** **Class B.** The Class B Members shall be Developer and Landbank, and each Class B Member shall be entitled to ten (10) votes for each Lot owned or intended to be a part of this Association. The Class B Membership shall cease and be converted to Class A Membership upon the earlier of the following events:

- (i) Ten (10) years after the recording of this Declaration; or
- (ii) Such earlier date as Developer, in its sole discretion, may determine, provided that Developer first obtains Landbank's written consent if Landbank remains the owner of any portion of the Property (and any such Developer action taken without such written consent from Landbank shall be void and of no force or effect); or
- (iii) Upon the occurrence of any of the events listed in Section 720.307 Florida Statutes (a) through (f)  
; and
- (iv) Despite anything contained herein, the provisions of current Section 720.307 (1) and (2) Florida Statutes shall control with regard to the election of Board Members.

## ARTICLE IV

### COMMON PROPERTY AND EASEMENTS

#### Section 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 or to the CDD by recorded instrument, all remaining Common Property not deeded to the Association or CDD shall be deemed conveyed to the Association, without further act or deed by the Developer, within ninety (90) days of the date of termination of Class B Membership. The Common Property shall be held by the Association or the CDD as the case may be for the benefit of the Association. The Developer may terminate the designation of land as Common Property prior to its conveyance to the Association or the CDD, without the consent or joinder of any Owner or Institutional Mortgagee, provided that so long as Landbank owns any portion of the Property, any such action shall require the prior written consent of Landbank or such action is void and is of no force or effect. Developer shall not withdraw any Common Property if any such withdrawal of Common Property will materially and adversely affect any Lot, or should such withdrawal materially and adversely affect access to such Lot, visibility available on such Lot, or the drainage of such Lot without the consent and joinder of the Owner of such Lot. The Developer shall have the right to add to the Common Property in its sole discretion at any time prior to conveyance to the Association or the CDD, provided that so long as Landbank owns any portion of the Property, any such action shall require the prior written consent of Landbank or such action is void and is of no force or effect. No transfer of the title to any Lot, and no provision in any deed or other instrument of conveyance of any interest in any Lot shall pass any rights in and to the Common Property, except as expressly enumerated in this Declaration. The withdrawal or addition of land to the Common Property shall be reflected in an amendment to this Declaration. Once land is withdrawn, the Owners shall have no further rights to or in such land. The only land belonging to Developer which shall be included herein shall be such land as is specifically described in Exhibit "A" to this Declaration or attached to an amendment to this Declaration.

**(b) Easement of Enjoyment.** Subject to the limitations provided in this Declaration, all Owners, their guests and invitees, and the Association are hereby granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property which easements are appurtenant and shall pass with the title to every Lot. All Owners, their guests, invitees, agents, employees, emergency service providers, police, fire, delivery services, U.S. Mail carriers, employees of utility companies who are authorized by the Association and any other persons who may be authorized by the Developer or shall have a perpetual but non-exclusive right of egress and ingress over the paved portions of the Property designated as roadways. However, all such easements shall be subject to the following:

- (1) The right of the Association or the CDD to take such steps reasonably necessary to protect the Common Property against foreclosure.
- (2) The right of Developer, the Association or the CDD to grant easements and rights of way, as may be deemed appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and to provide utilities over all Common Property and including but not limited to easements designated on any plat.
- (3) The rights of the Owners of the Common Property to dedicate, convey or transfer all or any part of the Common Property (upon the consent of the Developer and 2/3 vote of the total votes of the Association) to any public agency, utility, authority or other similar entity and to mortgage same.
- (4) All provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and any plat of any part of the Property.
- (5) The rules and regulations governing the use and enjoyment of the Common Property adopted by the CDD, if applicable, the Association or the Developer.
- (6) All easements and restrictions of record affecting any part of the Common Property.
- (7) Rights reserved to the Association to add or withdraw land from the Common Property.

**(c) 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 for the benefit of all Owners unless such obligation is transferred to and accepted by the CDD. The Association's duties shall commence upon the completion of any improvements upon the Common Property, and shall continue unless and until the Common Property is conveyed to the CDD. Such duties shall include but not be limited to 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 or the CDD, as the case may be, 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 of the Association or the Board of Supervisors in the case of the CDD. The Association or the CDD shall also maintain all landscaping on the Common Property provided that neither Developer nor the Association or the CDD shall be deemed to be a guarantor of such landscaping. The cost of landscaping shall be a part of the annual Assessments of the Association or the CDD. Maintenance of the Common Property shall be conducted in such a manner as to be in accord with any and all

permits issued by any applicable governmental agencies, to include but not limited to such permits issued by the United States Army Corps of Engineers, ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District, ("SJRWMD"), the County and in accordance with all regulations, rules, statutes, requirements, pronouncements of governmental agencies having jurisdiction over the Storm Water Management System. The Board of Directors of the Association or the Board of Supervisors of the CDD depending on which entity has the responsibility for such maintenance shall oversee all maintenance and the expense for maintenance shall be a common expense to be assessed to the Owners pursuant to this Declaration or in the case of the CDD as provided by Florida law.

**(d) Restrictions on Access.** The Developer, the Association, and the CDD shall have the right to deny access to the Property to any person, who is believed to be a nuisance, likely to create or assist in the creation of any nuisance or disturbance. The Developer or, the Association, or the CDD shall have the right to control parking on the Common Property and shall be entitled to remove any fence, wall, hedge, bush, plant, tree or any other structure which the Developer, the Association, or the CDD believes obscures the vision of motorists utilizing the roadways on the Property. Determination as to whether to exercise any right hereunder shall be at the reasonable discretion of the Developer, the Association, or the CDD, and further, the rights reserved hereunder shall not be considered to be an obligation of the Developer, the Association, or the CDD. The provisions of this Section 4.1(d) shall not apply to Landbank.

**(e) Roadways.** As of the date hereof, the CDD is the owner of all of the roadways within the Property.

#### **Section 4.2 Easements.**

**(a) Blanket Easement.** Developer reserves for itself, its successors and assigns, the Association, Builder and the CDD a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under any roadway, right of way and the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, utility poles or equipment, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas (propane or natural) television cable or communication lines and systems, and police powers and services, firefighting services, supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property.

**(b) Lot Easement.** Developer reserves for itself, its successors and assigns, Builders, and the Association a perpetual, nonexclusive easement over, under and across a five feet (5') strip at the front for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, drainage, and irrigation lines.

**(c) Cable Easements.** Developer reserves for itself, its successors and assigns, and

grants to the Association and its designees, a perpetual, exclusive easement for the installation, maintenance, and supply of radio and television cable 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.

**(d) Right to future Easements.** Developer shall be entitled to place further easements and restrictions on any Lot, roadway, right of way and the Common Property while Developer owns any portion thereof, such additional or future easements shall not unreasonably interfere with the use and enjoyment of a Lot, roadway, right of way or the Common Property, further, such additional or future easement shall not have detrimental effect on any improvements constructed thereon.

**(e) Easement for the Purpose of Maintenance.** The Developer, the Association, or the CDD their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain the Common Property, the roadways, right of way, the Storm Water Management System, Clay Electric Cooperative, Inc., and Clay County Utility Authority easements or such other property which the Developer, Association or CDD is required to maintain.

**(f) Easement for Facilitation of Construction.**

- (i) The Developer reserves the right to itself, its successors and assigns to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on Developer's property as may be normally utilized in the construction and sale of homes in sub-divisions substantially similar to that being constructed on the Property. Further, Developer shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Developer.
- (ii) The Developer reserves to each Builder the right to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on any Lot owned by such Builder as may be normally utilized in the construction and sale of homes in sub-divisions substantially similar to that being constructed on the Property. Further, Builder shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Builder.

**(g) 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 any 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 any plat of the Property or convert a Lot to use as a right-of-way, provided that Developer owns the lands affected by such changes. 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 drainage flow of surface water, 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 the Developer, the Association, the CDD or the grantee of the easement. Developer, the CDD and the Association shall have the right but not the obligation to take any reasonable action necessary to correct any condition which alters or affects the drainage flow of surface water.

**Section 4.3 Additional Easements.** The Developer and its assigns shall have the authority to enter into any additional easements necessary or beneficial to facilitate the provision of utilities and services to the Property. Notwithstanding any provision in this Declaration to the contrary, in no event shall the exercise of any easement rights granted in this Declaration be interpreted, applied and/or exercised in a manner that materially or adversely affects the Landbank's or a Builder's intended development, sale or use of a Lot.

## **ARTICLE V**

### **THE CDD AND THE STORM WATER MANAGEMENT SYSTEM**

**Section 5.1 Duties of Association.** The CDD shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s) all infrastructure, recreation facilities, entrance features, landscaping, perimeter fencing, buffering and off-site improvements constructed by the CDD and for which the CDD is charged with maintaining, hereinafter the "CDD Facilities" located on the Property. Maintenance of the surface water or 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 as permitted or, if modified, as approved by the St. Johns River Water Management District.

**Section 5.2 Covenant for Maintenance Assessments for the Association or the CDD.**

Each Lot shall be burdened with the assessments imposed by the Association or the CDD for maintenance of the Common Property or the CDD Facilities and for such other expenses as allowed by law.

**Section 5.3 Easement for Access and Drainage.** The CDD 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 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 and lakes as required by the St. Johns River Water

Management District permit. Additionally, the CDD shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the CDD.

**Section 5.4 Enforcement.** The St. Johns River Water Management District and the CDD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

**Section 5.5 Swale Maintenance.** The Developer has constructed a Drainage Swale upon all or some of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Owner of such Lots, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) on which the Drainage Swale is located. Should any Owner fail to maintain the swale located on his or her Lot, the Association shall have the right, but not the obligation to enter onto such Owner's Lot and perform the necessary maintenance and the expense for such maintenance shall be charged to the Owner. If the maintenance is performed by the CDD, then such expense upon being charged to the Owner's account shall collectible pursuant to Section 7.1 and 7.6 and shall specifically be subject to imposition of a lien pursuant to 7.6(a).

**Section 5.7 Lot Owner Maintenance Responsibility.** Certain parts of the Storm Water Management System and the lakes may be partially located on certain of the Lots. Such Lot Owners shall be required to maintain those parts of the Storm Water Management System and lakes located on their Lot. Should such Lot Owners fail to maintain those parts of the Storm Water Management System and lakes located on their Lot, the Association shall be authorized to enter upon such Lots and perform the necessary maintenance and assess the Lot Owner with the cost pursuant to Section 7.4. If the maintenance of the storm water management facilities is performed by the CDD, then such expense upon being charged to the Owner's account and shall collectible pursuant to Section 7.1 and 7.6 and shall specifically be subject to imposition of a lien pursuant to 7.6(a).

## **ARTICLE VI**

### **UTILITIES**

**Section 6.1 Water System.** The central water supply system provided for the Property 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 boundaries of such Owner’s Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Developer or the Association.

**Section 6.2 Sewage System.** The central sewage system provided for the Property shall be used as the sole sewage system for each Lot. No septic tank or drain field shall be allowed on the Property. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service (including the initial hook-up) made by the operator thereof. No sewage shall be discharged onto the open ground or into any lake, pond, park, ravine, drainage ditch, canal or roadway.

**Section 6.3 Trash Collection.** All trash, garbage, refuse and rubbish shall be collected by persons, parties or entities approved by the Association. The Owners shall be responsible for paying all fees associated with collection of trash, garbage, refuse and rubbish.

**Section 6.4 Arrangement for Utility Service.** The Owners shall be responsible for making any and all arrangements for the provision of utility service to his or her Lot.

**Section 6.5 Tract “ZZ” Lift Station Tract and Water and Sewage Systems.** Tract ZZ is dedicated to Clay County Utility Authority (CCUA) for use as a sewage lift station. The CDD shall be responsible for the maintenance of the Landscape Buffer surrounding Tract ZZ, and CCUA shall be responsible for maintenance of the sewage lift station. The Utility easements shown on the Plat shall also be considered to be easements in favor of the Clay County Utility Authority.

**ARTICLE VII**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 7.1 Annual Assessments.** For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance and operation of the Common Property, the management and administration of the Association, and the furnishing of services as set forth in this Declaration, at a level sufficient to meet the Association's obligations, including contingencies and reserves. The Assessments shall be reduced for any obligations assumed by the CDD and for which the CDD collects assessments. The Board of Directors shall set the date or dates such Annual Assessments shall become due and provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual

Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. The Assessments shall be based on an annual budget with an equal amount due for each Lot.

**Section 7.2 Special Assessments.** In addition to the Annual Assessments, the Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years 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 Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding two thirds of the votes, other than Developer, voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a quorum of each class of membership is present. Special Assessments shall be collectible in advance in any manner established by the Board of Directors.

**Section 7.3 Emergency Assessments.** The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, as determined by the Board of Directors in its sole discretion, that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

**Section 7.4 Lot Assessments.** In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided in this Declaration; any construction, reconstruction, repair or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

**Section 7.5 Commencement of Annual Assessments.**

- (a) **Date of Commencement.** Subject to the terms of this Section 7.5, the Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner, other than Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual Assessments charged to each Lot prorated to the day of closing on a per diem basis. Any other Assessments shall be paid in full without proration. Notwithstanding any provision in this Declaration to the contrary, any Lot that does not have a Residence constructed thereon as evidenced by a Certificate of Occupancy shall not be assessed any Annual Assessments or other assessments authorized hereunder until such Lot is conveyed to a third party homebuyer, and

commencement of such assessments shall be at such time that the Lot is conveyed to such third party homebuyer.

**Section 7.6 Nonpayment of Assessments and Remedies.**

**(a) Creation of Lien.** All Assessments shall be, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), a charge and continuing lien upon each Lot subject to this Declaration. This lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

**(b) Owner's Acceptance.** The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment Charge established or described in this Article. The Association shall have the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot or by waiving the right to use Common Property nor shall non-use of the Common Property relieve an Owner of his liability for the Assessment Charge.

**(c) Late Fees, Interest.** Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by the Board of Directors.

**(d) Remedies.** The Association may bring an action at law against the Owner or Owners personally obligated to pay such Assessment Charge or foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines pursuant to statutory guidelines and procedures set forth in Section 720.305 Florida Statutes and may suspend the voting rights and the right to the use of the Common Property by an Owner for any period during which any Assessment against his Lot that is more than ninety (90) days past due remains unpaid.

**(e) Subordination of Lien to Mortgages.** The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgage, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge is first recorded against the Lot, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot shall

not affect the Assessment Charge. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein.

**Section 7.7 Certificate of Payment.** The Treasurer of the Association or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or Management Company as applicable.

**Section 7.8 Assessments on Developer Property.** The Developer shall not be required to pay any Assessments or Special Assessments and shall not be subject to any lien for such assessments during the Development Period (defined below). During the Development Period the Developer shall pay the actual operating expenses incurred by the Association, excluding major repairs, replacements, reserves and deferred maintenance which cannot be paid by application of Assessments collected from the Owners other than the Developer. The Development Period shall be defined as the period of time beginning with conveyance of the first Lot to an Owner other than the Developer and ending on the later to occur of the date that the Developer notifies the Association that it will no longer pay for the shortfall between Assessments collected and the total operating expenses of the Association or the date that the Class B membership ceases to exist and converts to Class A Membership. At that time, the Developer shall pay Assessments on Lots owned by the Developer and at that time, the Developer shall no longer be required to pay the unfunded actual expenses of the Association.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

**Section 8.1 Architectural Review Board.** The Association shall establish an ARB which shall consist of either three (3) or five (5) members. Members of the ARB do not have to be members of the Association. For so long as Developer owns any Lot (and irrespective of whether the Class B Membership has terminated), Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors, or, if the Board of Directors fails to so appoint an ARB, then the Board of Directors shall constitute the ARB. Any vacancies on the ARB shall be filled by appointment by the Board of Directors. A quorum shall be established by the presence of a majority of the ARB members at any ARB meeting and a majority vote by those ARB members present at an ARB meeting shall constitute the action of the ARB.

**Section 8.2 ARB Authority & Duties.** The ARB shall have the following authority:

- 1) In order to assist in making the Property a community of high standards and aesthetic

beauty, the ARB shall be charged with making a recommendation to the Board of Directors to approve or disapprove all proposed construction and improvements to any Lot and any alteration, addition, change or modification thereto, other than initial construction constructed, erected, or placed upon any part of the Property. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, and aesthetic criteria. Plans and Specifications, including landscaping and driveways for the Initial Improvements on any Lot shall be submitted to the Developer for approval. No construction, modification, alteration or improvement of any nature whatsoever, shall be undertaken on any Lot, unless and until the Developer or the ARB, as the case may be, has approved in writing the Plans and Specifications.

2) The ARB shall be authorized to require two (2) sets of plans and specifications for any proposed improvements, hereinafter "Proposed Improvements" which are to be reviewed by the ARB. Additionally, the ARB may require submission of samples of building materials and any other information necessary to allow a complete assessment or evaluation of any proposed construction or improvements.

3) The ARB shall be authorized to set up a fee schedule charging reasonable fees for the processing and evaluation of submissions to the ARB. The fees are to be paid to the Association along with the submission to the ARB.

4) The ARB shall have the authority to recommend amendments to the architectural criteria to the Developer or the Board of Directors. Upon adoption of any such amendment, a complete copy of such amendment shall be provided to each member of the Association.

The architectural criteria and any amendments thereto shall not be recorded in the public record and failure to provide a copy of same or an amendment to same shall not be a condition precedent to the effectiveness or validity of the architectural criteria or an amendment thereto.

**Section 8.3 Variance.** The ARB and Developer, as applicable, may authorize variance from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental consideration require the same. Such a variance shall be evidenced by a document signed by at least a majority of the members of the ARB for a Proposed Improvement or by Developer for Initial Improvements, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances, and set back lines or requirements imposed by any governmental or municipal authority. Any variance given pursuant to this paragraph shall be given in recordable fashion and recorded in the public records of the County.

**Section 8.4 Enforcement.** The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB.

**Section 8.5 Remedy for Violations.** In the event any Proposed Improvement is constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the Board of Directors shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the Board of Directors may pursue any other remedy available to it. In connection with this enforcement section, the Board of Directors or Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB, the Board of Directors or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the right of the Association or the Developer to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

**Section 8.6 Reservation of Rights to Release Restrictions.** In each instance where a structure has been erected, or construction thereof has substantially advanced, in such manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its reasonable discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots and shall be recorded in the public records of the County.

**Section 8.7 No Liability.** Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

**Section 8.8 Compensation.** The Board of Directors shall have the authority to pay

reasonable compensation to the members of the ARB.

**Section 8.9 Initial Construction.** All proposed initial construction shall be submitted to the Developer in writing. Submissions shall be made as provided in Section 8.2(b). The proposed construction shall be evaluated giving due consideration to the overall development scheme and the architectural criteria. Developer shall have the right to approve or disapprove such proposed construction in its sole discretion.

**Section 8.10 Exclusive Authority.** The ultimate, sole and exclusive right to approve or disapprove proposed construction shall belong to the Developer and/ or the Association.

**Section 8.11 Builder Exemption.** Notwithstanding anything to the contrary contained in this Declaration, Builders are exempt from the provisions of this Article VIII.

## **ARTICLE IX**

### **USE OF PROPERTY**

**Section 9.1 Protective Covenants.** In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements of Article VIII, the specific references to the ARB approval set forth in this article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this article.

**(a) Lot Resubdivision.** No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to modify subdivision plats of the property if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

**(b) Residential Use.** Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time-share ownership of Lots is permitted without Developer's approval. Nothing herein shall be deemed to prevent the Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws nor from preventing Developer from converting the use of a Lot to be used as a road for ingress and egress from an adjacent Lot. Any and all Residential Leases shall not be less than one (1) year in term. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences for a model home or sales center during the development and sale of the Property. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this Section by reason

thereof.

**(c) Nuisances; Other Improper Use.** No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or to its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner, the Association or the CDD, whichever shall have the obligation to maintain or repair such portion of the Property. If a dispute or question arises as to what may be or become a nuisance, the issue shall be determined by the Board of Directors.

**(d) Work Hours.** All work done by contractors, subcontractors and domestic workers must be done during daylight hours.

**(e) Access.** Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

**(f) Pets.** No animals, livestock or poultry of any kind shall be raised bred or kept on any Lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. The Association further reserves the right, but not the obligation, to demand that an Owner permanently remove from property all pets which create disturbances or annoyances that constitute nuisances in the sole discretion of the Board of Directors.

**(g) Signs.** No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Residence, Common Property or in any window, unless express prior written approval of the size, shape, content, appearance and location has been obtained from the Board of Directors and the ARB, which approval may be arbitrarily withheld, except standard 18" x 24" typical painted real estate signs shall be allowed without prior approval. Notwithstanding the foregoing, Developer, Builders, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale or rental of Lots. Signs associated with the business of the CDD shall also be exempt from the provisions of this subsection 9.1(g).

**(h) Parking.** All vehicles shall be parked and stored within the garages or paved driveways on a Lot. No boats or recreational vehicles may be stored or parked within the Property unless surrounded completely such that they cannot be seen. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in

accordance with rules and regulations adopted by the Association. No parking is allowed on the street rights-of-way, park areas, or other Common Property.

**(i) Visibility at Street Intersections.** No obstruction to visibility at intersections shall be permitted. The ARB and Developer shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

**(j) Clotheslines.** No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any Common Property or other portions of the Property where it would be visible from any Common Road or any other Lot.

**(k) Garbage and Trash Containers.** All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the County. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse. All garbage and trash containers shall be kept within an enclosed area in a location approved by the ARB.

**(l) Window Air Conditioners and Antenna.** No window air conditioning unit, satellite dishes, or antenna shall be installed in or at any Residence without the prior approval of the ARB or the Developer. Further, any antennas, satellite dishes or other similar devices approved by the ARB or the Developer shall comply with any applicable governmental laws, statutes or regulations.

**(m) Temporary Structures.** No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained for the purpose of construction and marketing of the Lots.

**(n) Hazardous Materials.** No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

**(o) Removal of Trees.** In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the Initial Construction thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other improvements on the Lot, or to persons occupying or utilizing the Property, without the consent and approval of the ARB, the obtaining of any and all governmental approvals as may be required by governmental authorities having jurisdiction over the Property.

**(p) Garages and Detached Structures.** Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a residence or converted to become part of a Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer as a sales office during the marketing of the Property. There shall be no detached buildings constructed on any Lot without the prior consent of the Developer.

**(q) Soliciting.** No soliciting will be allowed at any time within the Property.

**(r) Fences, Lighting and Mailboxes.** No fences shall be allowed except as approved by the Developer or the ARB. All mailboxes shall be approved by the Developer or the ARB, any fence erected or constructed by the CDD shall be exempt from this provision. No lighting shall be allowed which alters the residential nature of the Property.

**(s) Sidewalks.** Any Owner of a Lot developing a Residence on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by the County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

**(t) Exterior Maintenance.**

(i) The exterior of all residences shall be maintained such that all residences have a clean, well cared for appearance.

(ii) The Lots shall be maintained in a neat, clean, orderly and attractive manner. Weeds and underbrush shall be removed and all grass plants, trees, bushes, flower beds and other similar landscaping shall be mowed, edged, pruned and maintained so as to maintain the overall beauty of the Property. No trash, garbage, rubbish or refuse shall accumulate on any Lot.

(iii) Any driveways, sidewalks and other similar paved surfaces on any Lot shall be maintained in an appropriate manner.

(iv) Should the Board of Directors in its sole discretion deem that any condition on any Lot exists which detracts from the appearance of the Property or causes a safety risk, the Board of Directors, its agents, employees or contractors shall have the right to enter upon any Lot for the purpose of correcting any such deficiency or condition and shall be entitled to assess the cost to the Owner. The costs of such maintenance shall be assessed against such Lot and this assessment shall not be considered to be a part of the annual or special assessments. The costs of this maintenance shall be a lien against the Lot and shall be payable along with any interest, attorney fees and costs of collection as provided in Article VII.

**(u) Wetlands and Jurisdictional Land.** This Declaration is subject to the rights of

the State of Florida and other governmental entities having jurisdiction over portions of the Property which may be considered wetlands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping or removal of plant life existing on his Lot. A conservation easement shall be emplaced over all lands waterward of any jurisdictional wetlands line as established on the plat. No Owner shall conduct any clearing, filling, improving, landscaping, or removal of plant life within any conservation easement area without the prior written permission of the CDD, the County, State of Florida, the SJRWMD, ACOE and all other applicable governmental entities, and the ARB. OWNERS WHO OWN A LOT ADJACENT TO ANY WETLANDS OR CONSERVATION AREA ESTABLISHED BY THE SJRWMD OR THE ACOE OR ESTABLISHED IN ANY OTHER MANNER, SHALL, BY ACCEPTING CONVEYANCE OF SUCH LOT BE DEEMED TO HAVE AGREED TO MAINTAIN SUCH WETLANDS OR CONSERVATION AREAS IN ACCORDANCE WITH ANY SUCH PERMITS OR REQUIREMENTS. SUCH OWNERS SHALL INDEMNIFY AND HOLD HARMLESS, THE DEVELOPER, THE CDD AND THE ASSOCIATION, FROM ANY AND ALL COSTS, TO INCLUDE BUT NOT LIMITED TO ATTORNEY FEES AND COSTS, FINES AND ALL OTHER SANCTIONS. NO PERSON SHALL ALTER ANY PART OF ANY WETLANDS OR CONSERVATION AREA AND SHALL NOT TAKE ANY ACTIONS WHICH WILL AFFECT THE DRAINAGE FLOW OF ANY SURFACE WATER. OWNERS SHALL INSURE THAT ALL SJRWMD AND ACOE PERMITS ARE ADHERED TO. THE ASSOCIATION, CDD SHALL HAVE THE RIGHT TO BRING ANY APPROPRIATE LEGAL ACTION AGAINST ANY OWNER WHO VIOLATES ANY SUCH SJRWMD OR ACOE PERMIT.

**Section 9.2 Amendments and Modifications of Rules.** The CDD and Board of Directors may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property, and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be available to each Owner. Notwithstanding any provision in this Declaration to the contrary, the rules and regulations shall not be applied in any manner which adversely affects the interests of Landbank and Builders.

**Section 9.3 Compliance.**

**(a) Owner's Responsibility.** It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots and Common Property which may be adopted in writing from time to time by the CDD, the Board of Directors or the ARB, and to see that all persons using the Owner's Lot(s) do likewise.

**(b) Violation.** Upon violation of any of the rules or regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association may levy fines as provided by Florida law. Fines in excess of \$1,000.00 shall be allowed and fines assessed which exceed \$1,000.00, may become a lien on a Lot. To enforce the rules and regulations and the provisions of this Declaration, the CDD, the

Association, the ARB or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit.

**Section 9.4 Personal Services.** Employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors of the Association. In the event personal services are provided to Owners by any of the 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 do they 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.

## **ARTICLE X**

### **INSURANCE**

#### **Section 10.1 Types of Coverage.**

**(a) Insurance of Common Property.** The Association or the CDD shall obtain liability insurance on the Common Property for which they are responsible and, if additional Common Property with significant insurable improvements are added to the Property, the Association or the CDD may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

(i) Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(ii) Public liability insurance in such limits as the Association or the CDD may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the CDD, or other Owners. The Association or the CDD shall review such limits once a year.

**(b) Insurance on Lots.** It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and neither the CDD, nor the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residence.

**(c) Director and Officer Liability Insurance.** The Board of Directors may obtain as a matter of common expense, payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and Officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

**(d) Other Coverage.** The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirement of Mortgagees or based upon the cost and availability of such coverage.

**(e)** The Association shall obtain as a matter of common expense, payable from the Annual Assessments appropriate insurance on any property owned by the Association or for such purposes as the Association may reasonably require insurance coverage.

**Section 10.2 Repair and Reconstruction After Fire or Other Casualty.**

**(a) Common Property.** In the event of damage to or destruction of all or any of the improvements on the Common Property as a result of fire or other casualty, the Association or the CDD shall arrange for and supervise their prompt repair and restoration substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Association or the CDD and the ARB. The Association or the CDD shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances. The Association shall obtain funds for such reconstruction from insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

**(b) Residences.** Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to build and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII and Article IX above. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all landscaping obligations on the part of Owner shall remain in effect.

## ARTICLE XI

### ASSOCIATION LIABILITY

**Section 11.1 Disclaimer of Liability.** Notwithstanding anything contained herein, in the Articles, or the Bylaws of the Association, or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), the provisions hereof shall not be construed to mean that the Developer, Landbank, the CDD or the Association shall be liable or responsible for in any manner as a guarantor or insurer of, the health, safety nor welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

**Section 11.2 Specific Provisions.** Without limiting the generality of the foregoing:

1) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

2) Neither Developer, Landbank, the CDD nor the Association is empowered nor have they been created to act as an entity which enforces or insures compliance with the laws of the United States of America, State of Florida, County, or any other jurisdiction, or prevents tortious or criminal activities.

3) The provision of the Association Documents setting forth the uses of Assessments which may relate to health, safety, and welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association, Landbank, the CDD or Developer to protect the health, safety or welfare of any persons.

**Section 11.3 Owner Covenant.** Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien making use thereof) shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association, the CDD, Developer and Landbank arising from or connected with any manner for which the liability of the Association, the CDD, Developer and Landbank has been limited in this Article.

**Section 11.4 Release as to use of Surface Water or Stormwater Systems.** The Developer nor the Association, nor Landbank, nor the CDD, shall have any liability whatsoever to Owners, guests, tenants, or invitees related to the use or access of or to the surface water or Storm Water Management System areas, including but not limited to any personal injury, loss or damage accruing therefrom. Each Owner, for itself and its guests, tenants or invitees, hereby and by

acceptance of a Deed to, or use of, any Lot releases Developer, the Landbank, the Association and the CDD from any liability in connection with any usage of the surface water or Storm Water Management System.

NEITHER THE CDD, THE DEVELOPER, LANDBANK, OR THE ASSOCIATION, OR 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, OAKS 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 REFERRED TO 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 THE DEED TO OR USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ALL 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 OR 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 OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, 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 LAKE BOTTOMS.

**ARTICLE XII**

**GENERAL PROVISIONS**

**Section 12.1 Duration.** This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded in

the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

**Section 12.2 Notices.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

**Section 12.3 Enforcement.**

**(a)** In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the CDD, to the extent provided by law, the Association, or by Developer (as long as it owns any interest in the Property) against any person, firm, corporation, trust, or other entity which violates or attempts to violate any of the covenants or restrictions hereof, by prosecuting any proceeding at law or in equity for the recovery of damages, injunctive relief or any other applicable remedy, for the purpose of preventing or enjoining all or any such violations or attempted violations, or for the enforcement of any lien created by this Declaration. SJRWMD and ACOE shall have the right to enforce by prosecuting any proceeding at law or in equity for the recovery of damages, for enforcement or for an injunction with regard to any provisions contained herein which involve the maintenance, repair or reconstruction of the Surface Water or Storm Water Management System, wetlands or conservation areas.

**(b)** In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests or invitees, tenants, or occupants, to comply with the covenants, restrictions, rules, and regulations contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(i) The Association shall notify the Owner or occupant of the infraction(s).

(ii) Such Owner or occupant shall be given notice and opportunity to be heard by a Fine Committee pursuant to Section 720.305 Florida Statutes.

(iii) Upon recommendation of the Fine Committee, the Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident per day. The maximum permitted fine may be increased from time to time by the Board of Directors, as it in its discretion may deem necessary or convenient. The total amount of fines may exceed One Thousand and No/100 Dollars, (\$1,000.00).

(iv) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(v) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

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

(vii) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

The remedies contained in this Section 12.3 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the CDD, Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

**Section 12.4 Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall", wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

**Section 12.5 Invalidity.** The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or affect of the balance of the Declaration, which shall remain in full force and effect.

**Section 12.6 Amendment.** This Declaration may be amended at any time by an instrument signed by the President or Vice President and Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by Owners holding two thirds (2/3) of the voting interests in the Association, either in person or by proxy at a duly called meeting, or by written consent without meeting in a manner permitted by law by Owners holding two thirds (2/3) of the votes in the Association, which amendment shall become effective upon its filing in the public records of the County; provided, however, that:

**(a)** As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer, which consent shall not be unreasonably withheld, and so long as Landbank is an Owner of any Lot, no amendment shall become effective without the written consent of Landbank.

**(b)** Developer specifically reserves the absolute and unconditional right so long as it owns any of the Property to amend this Declaration without the consent or joinder of any party (except for Landbank so long as Landbank owns any portion of the Property) (i) to conform to the requirements of any holder of a mortgage or (ii) to conform to the requirements of title insurance companies, (iii) to conform to the requirements of any governmental entity having control over or jurisdiction over the Property, (iv) to clarify the provisions hereof, or (v) in such other manner as developer deems necessary and convenient.

**(c)** 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 approval of the SJRWMD and the CDD.

**Section 12.7 Rights of Mortgagees.** All Mortgagees shall have the following rights:

**(a)** During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

**(b)** Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

**(c)** To designate a representative to attend all meetings of the Members of the Association who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

**(d)** By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members

under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

**Section 12.8 Legal Fees and Costs.** The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

**Section 12.9 Action Without Meeting.** Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite percentage of all of the votes in the Association. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

**Section 12.10 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Florida.

**Section 12.11 Conflict and Enforcement.** If in the event these deed restrictions conflict with any existing County Building Code Ordinance and/or jurisdictional obligation, the more restrictive of the two shall apply.

**Section 12.12 Additional Restrictions.** No Owner shall impose any additional covenant, condition or restriction on any Lot or any part of the Property without the prior written consent of the Developer. The provisions of this Section 12.12 shall not preclude the Developer from including in any deed, agreement or contract additional covenants, conditions and restrictions.

**Section 12.13 Existing Property.** The Property which initially is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration consists of that land described in the Recitals above and as further attached hereto on Exhibit A, which is by reference incorporated herein.

**Section 12.14 Additional Rights of Landbank.** Notwithstanding any other provision in this Declaration to the contrary: (a) Landbank shall be entitled to the benefit of (as though made directly to Landbank) any and all rights, reservations, easements, interests, waivers, releases, disclaimers, indemnifications, exculpations, exemptions, and limitations of liability that are provided to Developer in this Declaration, (b) no amendment or other modification to this Declaration shall adversely impact and/or affect any portion of the Property owned by Landbank, unless such amendment and/or modification receives the prior written consent of Landbank and such consent is recorded in the Public Records of the County, and (c) Developer shall not exercise any of

Developer's rights in this Declaration in any manner which will have a material and adverse impact on any of the real property owned by Landbank within the Property.

**Section 12.15. Rights of Builders.** Builders shall have the following additional rights and obligations in constructing and marketing Residences on Lots within the Property owned by such Builder (each, a "Builder Lot"):

- a. Right to Construct Residences. Builder shall have the right to construct Residences on their Builder Lots, including all incidental rights reasonably necessary for same, such as delivery and storage of materials on such Builder Lots, engaging subcontractors, architects, engineers, surveyors and other consultants (together the "Builder Subcontractors and Consultants") in connection with the construction of Residences on such Builder Lots.
- b. Construction Access. Builder and the Builder Subcontractors and Consultants shall have a right of vehicular access to such Builder Lots, including access for delivery of materials and operation of construction vehicles as reasonably necessary in connection with construction of Residences on such Builder Lots. In addition, Builder shall (i) promptly remove any construction debris left on any roadway or other portion of the Property by Builder or their Builder Subcontractors and Consultants, and (ii) promptly repair any damage to any Common Property, or any other portion of the Property resulting from the construction activities or construction vehicle traffic of Builder or the Builder Subcontractors and Consultants.
- c. Common Property Tours. Developer may impose restrictions on frequency, duration and scope of Common Property Tours (defined below) by Builder in order to minimize interference with Owners' access to and use and enjoyment of Common Property, provided that Developer imposes the same restrictions on its own and other Builder's marketing tours of such Common Property. Providing prospective purchasers of Residences on Builder Lots with tours of the Common Property within the Property (the "Common Property Tours").
- d. Builder Sales and Marketing Activity. Builder shall have the right to engage in the commercial activity of marketing and selling Residences constructed on their Builder Lots, including the following activities:
  - (i) Model Residences. Construction of model Residences on their Builder Lots and use of such model Residences for the sale and marketing of Residences constructed or to be constructed by such Builder within the Property. In addition, Builder may construct a parking lot on one Builder Lot for use by such Builder's marketing and operational staff and prospective purchasers.
  - (ii) Signage. Placing of signage on Builder Lots and within Common Property locations within the Property to advertise and direct prospective purchasers to their Builder Lots and model Residences (the "Builder Signage"). All Builder Signage

is subject to Developer's prior written approval, which shall not be unreasonably withheld and which may be conditioned upon such Builder Signage being consistent in size, design, location and frequency as the signage used by Developer to market Lots and Residences within the Property.

- (iii) Promotional Activities. All Builder Promotional Activities (defined below), other than customary sales activities conducted within such Builder model Residences, and any use of the Common Property, for Builder Promotional Activities are subject to obtaining Developer's prior written approval of same, which can be withheld or conditioned in Developer's reasonable discretion. "Builder Promotional Activities" shall mean and refer to conducting marketing and promotional activities in connection with the sale of Residences on the Builder Lots.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Developer has executed this Declaration of Easements, Covenants, Conditions and Restrictions for WILFORD PRESERVE PHASE 4, on the Effective Date.

“DEVELOPER”

Signed, sealed and delivered in the presence of:

DREAM FINDERS HOMES LLC, a Florida limited liability company

First Witness

Jacob Williamson

Print Name

14701 Philips Hwy

Jacksonville, FL 32256

Address

By:

Name Batey McGraw

Title: Vice President

Second Witness

Josh Miller

Print Name

14701 Philips Hwy

Jacksonville, FL 32256

Address

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of November, 2025 by Batey McGraw the Vice President of DREAM FINDERS HOMES LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced a driver's license as identification and who did/did not take an oath.



Notary Public, State of Florida

Name: Sharon L. Paschal

My Commission Expires 4/13/2029

My Commission Number is: HH663488

**JOINDER AND CONSENT OF MRP HDFB, LLC**

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent as of the Effective Date for the purpose of subjecting the portion of the Property owned by MRP HDFB, LLC ("MRP") to the covenants, conditions, restrictions, easements, rights, and obligations contained in this Declaration, and joinder in this Declaration (i) shall not constitute a warranty or representation by MRP to any party regarding the Declaration, (ii) shall not create any obligation on the part of MRP to perform any obligation of Developer, the CDD, or the Association under this Declaration, the Articles, or the Bylaws (or any liability for MRP should any such parties fail to perform any of their obligations thereunder) and (iii) shall not make MRP a joint-venturer, co-venturer, partner or affiliate of (or in any way vicariously liable for the actions or inaction of) Developer, the Association, the CDD, or any Owner. MRP's joinder and consent to the Declaration does not constitute acceptance of any provision contained herein inconsistent with the Option Agreement executed by Developer and MRP dated on or about the Effective Date, as may be amended from time to time (collectively, the "Option Agreement"), or the Construction Agreement executed by Developer and MRP, dated on or about the Effective Date, as may be amended from time to time (collectively, the "Construction Agreement"), nor a waiver of any provision of or rights under the Option Agreement and/or Construction Agreement, which applicable provision shall control in the event of a conflict.

MRP HDFB, LLC, a Delaware limited liability company

Signed, sealed and delivered in the presence of:

Stephanie Sandle

First Witness  
Stephanie Sandle

Print Name  
6900 E Camelback Rd., 800  
Scottsdale, AZ 85251

Address

Ashley Surrey

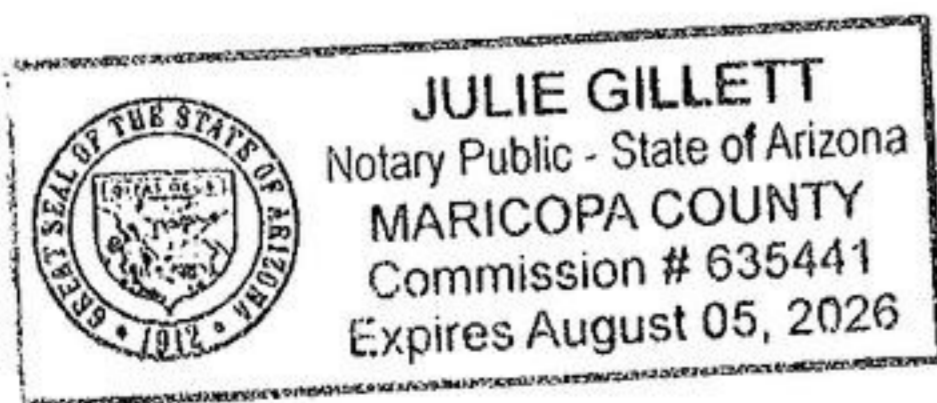
Second Witness  
Ashley Surrey

Print Name  
6900 E Camelback Rd., 800

Scottsdale, AZ 85251  
Address

**STATE OF ARIZONA**  
**COUNTY OF MARICOPA**

The foregoing instrument was acknowledged before me this 3rd day of November, 2025 by Ed Hadley, the Authorized Signatory of MRP HDFB, LLC, a Delaware limited liability company, on behalf of the company,  who is personally known to me or  who has produced a driver's license as identification and who did/did not take an oath.



Julie Gillett  
Notary Public, State of Arizona  
Name: Julie Gillett

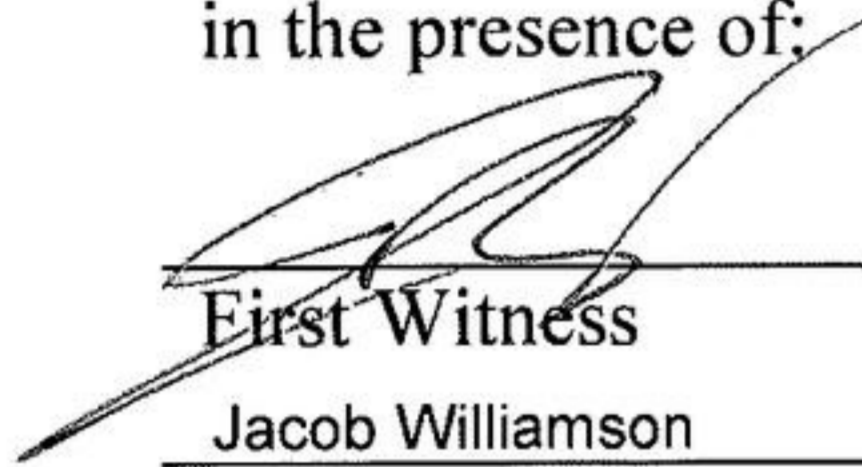
My Commission Expires 08/05/2026  
My Commission Number is: 635441

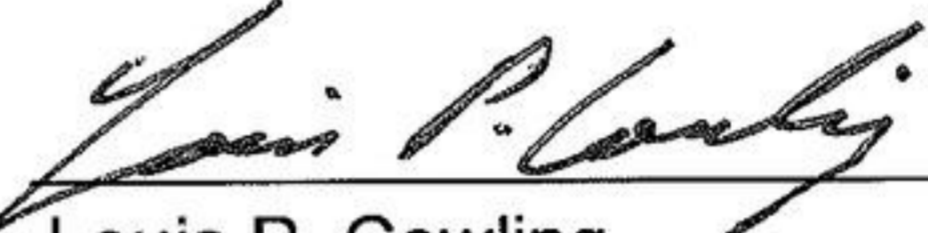
**JOINDER AND CONSENT TO DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WILFORD PRESERVE PHASE 4**

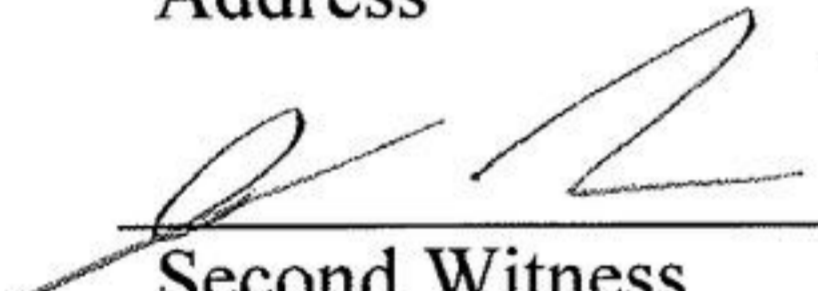
The undersigned, Wilford Preserve Community Development District, a local unit of special-purpose government, the owner of certain parcels of the Plat of Wilford Preserve Unit 4, recorded June 7, 2024 in Plat Book 74 Pages 48-62 hereby joins in and consents to the Declaration of Easements Covenants and Restrictions for Wilford Preserve.

Signed, sealed and delivered  
in the presence of:

**Wilford Preserve Community Development  
District, a local unit of special-purpose government**

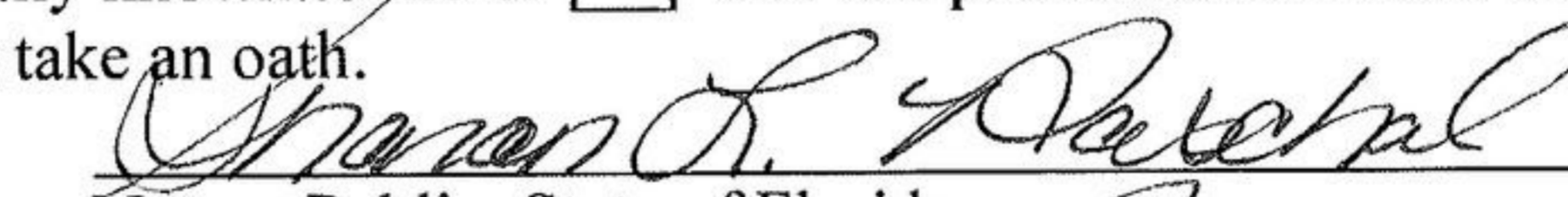
  
\_\_\_\_\_  
First Witness  
Jacob Williamson  
\_\_\_\_\_  
Print Name  
14701 Philips Hwy  
\_\_\_\_\_  
Jacksonville, FL 32256  
\_\_\_\_\_  
Address

By:   
\_\_\_\_\_  
Name Louis P. Cowling  
\_\_\_\_\_  
Title Chairman

  
\_\_\_\_\_  
Second Witness  
Josh Miller  
\_\_\_\_\_  
Print Name  
14701 Philips Hwy  
\_\_\_\_\_  
Jacksonville, FL 32256  
\_\_\_\_\_  
Address

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 6th day of November, 2025 by Louis P. Cowling the Chairman of Wilford Preserve Community Development District, a local unit of special-purpose government, on behalf of the district,  who is personally known to me or  who has produced a driver's license as identification and who did/did not take an oath.

  
\_\_\_\_\_  
Notary Public, State of Florida  
Name: Sharon L. Paschal



My Commission Expires 4/13/2029  
My Commission Number is: H.F. 663488

**Exhibit "A"**

The real property known as WILFORD PRESERVE UNIT 4 and recorded in Plat Book 74, Pages 48 through 62, inclusive, of the Public Records of Clay County, Florida, less and except Tract I and Cheswick Oak Avenue according to the Plat of WILFORD PRESERVE UNIT 4 recorded in Plat Book 74, Pages 48 through 62, inclusive, of the Public Records of Clay County, Florida.

**Exhibit "B"**

**BYLAWS  
OF  
WILFORD PRESERVE PHASE 4 HOMEOWNERS ASSOCIATION, INC.**

**I. DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Easements, Covenants, Conditions and Restrictions for Wilford Preserve Phase 4 ("Declaration") to be recorded in the public records of Clay County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

**II. LOCATION OF PRINCIPAL OFFICE.**

The office of the Wilford Preserve Phase 4 Homeowners Association, Inc. ("Association") shall be located at 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 or at such other place as may be established by the Board of Directors of the Association from time to time.

**III. VOTING RIGHTS AND ASSESSMENTS.**

A. Every person, group of persons, corporation, limited liability company, limited liability partnership or other entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in this Declaration and the Bylaws, provided that any such person group of persons, corporation, limited liability company, limited liability partnership or other entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

**IV. BOARD OF DIRECTORS.**

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer shall be entitled to fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of such Director's predecessor in office and thereafter until such Director's successor shall have been elected or appointed, and shall have qualified to sit on the Board.

V. **ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Members and any Member may nominate himself or herself at any time up to and including at the meeting in which the election is to be held.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, provide the Secretary of the Association with the names of the Directors that the Developer is appointing to the Board.

C. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or if the Board shall so elect, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) list the names of those nominated for each vacancy, and (iii) list the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as provided in the Articles of Incorporation.

E. A quorum must be present at a meeting of members in order for an election of members of the Board to be valid and binding. If the election is conducted by mail, then a sufficient number of ballots to represent a quorum must be received by the Association on or before the date established by the Board for receipt of ballots. If voting is by mail and in person, the number of Members present and those voting via mail must represent a quorum.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its discretion officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem necessary. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may deem appropriate.

8. To exercise all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

## VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly, the date and time for Board Meetings shall be determined by the Board. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association, or by any two (2) Directors, upon three (3) days prior notice to each Director shall be required.

C. Meetings of the Board of Directors shall be open to the Members. Notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting, or mailed to the Membership in accordance with the statute, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and contain a statement of the nature of such

assessments to be considered.

D. The transaction of any business at any meeting of the Board, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

#### VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until such Officer's successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

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

F. The Vice President, or the Vice President(s) so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in the President's absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that specific purpose all of the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall establish bank accounts for the Association and shall receive and deposit in the Association bank accounts all of the monies of the association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or the Treasurer's appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet

statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

#### IX. COMMITTEES.

A. Initially the only standing committee of the Association shall be the Architectural Review Board. The Architectural Review Board shall have the duties, authorized and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

#### X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any Member. The Association shall at all times maintain the Declaration, Articles of Incorporation, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Association shall retain the minutes of all meetings of the Members and the Board of Directors and all of its budgets and financial records and reports for not less than seven (7) years.

#### XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to December 31<sup>st</sup> of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally, by sending a copy of the notice through the mail, postage fully prepaid, to his or her address appearing on the books of the Association or via e-mail at the e-mail address appearing on the books of the Association. Each Member shall be responsible for registering his or her address and telephone number with the Secretary and notice of the meeting shall be mailed to him or her at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of such Member's interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: WILFORD PRESERVE PHASE 4 HOMEOWNERS ASSOCIATION, INC., not for profit, 2025.

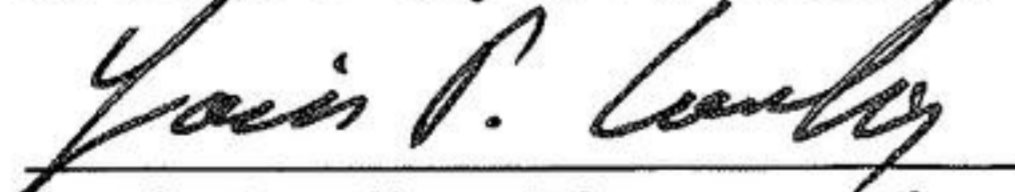
XIV. AMENDMENTS.


These Bylaws may be amended, altered, or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Clay County, Florida.

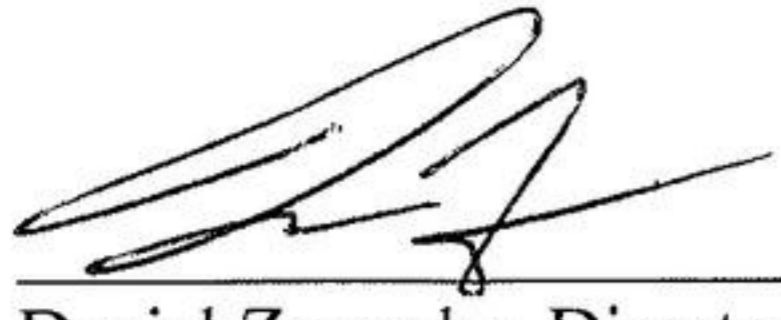
XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control. Adopted by the Board of Directors of WILFORD PRESERVE PHASE 4 HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit effective the 4th day of November, 2025.

IN WITNESS WHEREOF, the undersigned Directors have caused these Bylaws to be executed as of the 4<sup>th</sup> day of November, 2025.

  
\_\_\_\_\_  
Louis Cowling, Director

  
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Bob Deahl, Director



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Daniel Zaremba, Director