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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
KINGS PRESERVE

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FOR KINGS PRESERVE

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
KINGS PRESERVE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS PRESERVE (this “Declaration”) is made this 13 day of June, 2024, by PLUMMER JV, LLC, a Florida limited liability company (the “Developer”), which declares that the real property owned by the Developer, which is described on Exhibit A attached hereto and made a part hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property, as such term is defined herein, and shall be binding upon the Developer, the Association (as defined herein) and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners (as defined herein), and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. KINGS PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the “Articles”) attached hereto as Exhibit B, and Bylaws (the “Bylaws”), attached hereto as Exhibit C, of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Builder**. Builder shall mean any person or entity other than the Developer which purchases one or more Lots for the purpose of constructing improvements for later sale to consumers or parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such person’s or entity’s business. The term “Builders” shall

collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. Lennar Homes, LLC, a Florida limited liability company, and its affiliates and designated successors and assigns ("Lennar"), are hereby expressly acknowledged to be a "Builder" for so long as such party owns any portion of the Property.

Section 2.4 **CDD.** "CDD" or "District" shall mean the Darby Community Development District, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, that may service KINGS PRESERVE or any portion thereof.

Section 2.5 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Association, or is otherwise designated as Common Areas from time to time by the Developer, by a plat or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within the Property. Subject to the terms of this Declaration, Common Area shall be owned, controlled and/or maintained by the Association, and shall not include any property owned by the Darby Community Development District, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "CDD"). CERTAIN AREAS THAT WOULD OTHERWISE BE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CDD FACILITIES/CDD IMPROVEMENTS (AS DEFINED BELOW), WHICH ARE OWNED, OPERATED AND/OR CONTROLLED BY THE CDD. The Common Areas do not include any portion of the CDD Facilities/CDD Improvements. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

Section 2.6 **Developer.** Plummer JV, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Subject to the rights of Builders as detailed herein, Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. For so long as Lennar or any other Builder approved by Declarant owns a Lot, any assignment of Developer's rights pursuant to this Section shall be subject to the prior written consent of such approved Builder, which consent shall not be unreasonably withheld. Reference in this Declaration to Plummer JV, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Plummer JV, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Plummer JV, LLC and develop and resell the same. Similarly, reference in this Declaration to Builders shall not be construed to impose upon such Builder any liabilities or obligations, legal or

otherwise, for the acts or omissions of Developer.

Section 2.7 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear or side Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.8 **Lot.** Each platted lot located within the Property which is ultimately intended for single family residential use.

Section 2.9 **Owner.** The record owner or owners of any Lot.

Section 2.10 **Property.** The real property described in the attached **Exhibit A** and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.11 **Residential Dwelling Unit.** Any improved portion of the Property located within a Lot and intended for use as a residential dwelling.

Section 2.12 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import.

Section 2.13 **Turnover.** The transfer of operation of the Association by the Developer to members other than Developer pursuant to Section 720.307, Florida Statutes (2023).

Section 2.14 **Turnover Date.** The date on which transition of control of the Association from the Developer to members other than Developer occurs.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner of any improvements constructed on any Lot, by becoming an Owner, shall be deemed to have agreed that (a) the Property described on **Exhibit A** and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a

scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a "Supplementary Declaration" executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property, other than the record title owner of such lands to be added to the Declaration (if other than Developer).

Section 3.3 **Withdrawal of Lands**. The Developer or the Association (after the Turnover, and thereafter the approval of its Board and with the consent of the affected land owner) may but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer (prior to Turnover) or the Association (after the Turnover, and subject to the limitations in this Section) and the affected land owner, as applicable, with respect to the lands to be withdrawn. So long as Developer is the record title owner of any portion of the Property, any Supplementary Declaration or any amendment to remove or otherwise withdraw or encumber any portion of the Property shall require the prior written approval of the Developer, which approval may be granted or withheld in the Developer's sole discretion. The withdrawal of any portion of the Property by the Developer shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any mortgagee), except Builders as provided herein. Notwithstanding anything contained herein to the contrary, so long as a Builder is the record title owner of any Lot or other portion of the Property, any Supplementary Declaration or amendment to this Declaration for the purpose of withdrawing lands from the Property shall require the prior written approval of such Builder.

ARTICLE IV **COMMON AREA RIGHTS**

Section 4.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot (or earlier if required by Florida law),

and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment**. Each Owner shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions;
- (c) Rules and Regulations (as defined herein) governing use and enjoyment of the Common Area adopted by the Developer or the Board;
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
- (f) The rights of Developer and Builders as set forth in the Declaration or other Association Documents (as defined herein); and
- (g) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any portion of the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the

Common Area in the Developer's sole discretion, subject to the rights of Builders as set forth in Section 3.3 above. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such in this Declaration or is conveyed to the Association or dedicated to the Association on any plat of the Property, or unless such land is otherwise subsequently designated as "Common Area" by the Developer pursuant to Section 2.4 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 **Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (including, without limitation, any gated entry feature and associated improvements for the Property, unless any such landscaping and/or improvements are maintained by the CDD; but excluding utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof situated on the Common Area, if any. In addition, the Association may maintain certain landscaping located within or adjacent to the right of way of certain off-site roadways. Unless maintained by the CDD, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all current and future conservation areas (including, without limitation, any wetland or conservation areas created or enhanced before or after control over the Association has been turned over from the Developer to the Owners) and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with the terms and provisions of any conservation easements and all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit or other instrument as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. Unless maintained by the CDD, the Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 Easement for Maintenance, Access and Drainage Purposes. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SJRWMD permit. Additionally, the Association 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 prior written approval of the SJRWMD. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 4.6 CDD Facilities. Portions of the Property may be owned and/or controlled by the CDD, such as buildings, walls, fences, roadways, right-of-way, entrance features, walking trails and paths, sidewalks, irrigation facilities, lighting, drainage systems, and/or utilities, all as applicable and to the extent existing within the Property. To the extent any portions of the Property are owned and/or controlled by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**Facilities**").

Section 4.7 Rules and Regulations. Prior to the Turnover, the Developer, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and other portions of the Property as applicable ("**Rules and Regulations**"). Amendments to the Rules and Regulations may be adopted separately by the Developer or the Board, as applicable. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations and any amendments thereto need not be recorded in the public records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any. To the extent

authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to Common Areas or to the CDD Facilities (as applicable). Notwithstanding anything contained in the Association Documents to the contrary, the Rules and Regulations shall not apply to the Developer or any Builder, or to any property owned by the Developer or any Builder, and shall not be applied in a manner that would prohibit or restrict the development or operation of the Property or adversely affect the interests of the Developer or a Builder. Without limiting the foregoing, the Developer, Builders and their agents, contractors, and assigns, shall have the right to do all of the following within the Property: (i) develop and construct Lots, Residential Dwelling Units, and related improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices, general offices and construction operations within the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Property for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or other portions of the Property, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Property including, without limitation, Lots and Residential Dwelling Units; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to the Property by dredge or dragline, store fill within the Property and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, the Property and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of the Developer and its approved Builders, are necessary or convenient for the development and sale of any lands and improvements comprising the Property.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, house, fence, wall, pool, spa, ornamental statute, flag pole, play structure, satellite dish, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the Owner, person or entity responsible for the construction and/or installation of any such landscaping, improvement or structure (or any addition, change or alteration thereto) and the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with Architectural Criteria, as such term is hereafter defined, which may be imposed from time to time by the Developer. All plans and specifications submitted for review shall be evaluated for total effect and may be disapproved by the Developer solely for aesthetic reasons, in the Developer's sole and absolute discretion. No approval of plans and specifications for improvements constructed upon any Lot shall be construed to establish precedent or otherwise obligate the Developer to approve applications involving similar designs proposed for other Lots. It shall be the burden of each Owner to supply two (2) sets of

completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) business days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. This Section is subject to the terms of Section 5.5 below.

Section 5.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article V:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of the Property (the "Architectural Criteria"). The Owners acknowledge that different portions of the Property may have different architectural themes, and that the Developer may promulgate and implement different sets of Architectural Criteria for different portions of the Property. Notice of any amendment to the Architectural Criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Architectural Criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article V. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable Architectural Criteria.

(c) To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner (other than Builders) to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article V.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article V.

Section 5.3 **Variance.** The Developer, in its sole and absolute discretion, may (but shall not be obligated to) authorize variances from compliance with any architectural provisions of this Declaration or applicable Architectural Criteria when deemed appropriate by Developer, such as, without limitation, topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. 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 matters for which the variance is 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 particular provisions of this Declaration or applicable Architectural Criteria covered by the variance, nor shall it affect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 5.4 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article V, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association. **ALL PERSONS WITH ANY INTEREST IN THE PROPERTY OR OTHERWISE ASSOCIATED WITH ANY PROPOSED IMPROVEMENT, INCLUDING WITHOUT LIMITATION OWNERS, RELEASE AND HOLD HARMLESS ASSOCIATION FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO DEVELOPER'S EXERCISE OF ITS RIGHT TO REVIEW AND APPROVE OR DENY ANY PROPOSED IMPROVEMENTS IN THE PROPERTY.**

Section 5.5 **Developer and Builder Exemption.** Developer shall be exempt from the provisions of this Article requiring Association or ARB approval for proposed improvements (even after such rights may be assigned to the Association or ARB). Further, notwithstanding anything to the contrary contained in the Association Documents, including, without limitation, the Architectural Criteria, Lennar and other Builders approved by Developer shall be exempt from the provisions of this Article V. Notwithstanding any assignment of Developer's rights to the Association or ARB, any improvements of any nature made or to be made by such Builders or their contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas or any Lot or Residential Dwelling Unit, shall not be subject to the Architectural Criteria and/or review and approval by the ARB or the Association; provided, however, all improvements made or to be made by a Builder shall be subject to the review and approval by the Developer to the extent required in any separate agreement between the Builder and Developer. For so long as a Builder owns any portion of the Property, this Section may not be amended without the prior written consent of such Builder(s).

The Developer may grant additional waivers or variances of the provisions in this Article V to developers or other parties that have acquired Lots for the purpose of constructing improvements thereon for resale. Any such waiver shall be in writing.

Section 5.6 **No Waiver of Future Approvals**. Developer's approval of any proposals, plans, or specifications for any improvements constructed or proposed, or in connection with any other matter requiring the approval or consent of the Developer, will not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, or other matters submitted to the Developer for approval.

Section 5.7 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article V, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article V with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("**ARB**"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article V. Notwithstanding anything in this Declaration to the contrary, the terms and provisions of this Article V may not be altered, amended or terminated without the written consent and joinder of Developer. All rights reserved to Developer under this Article V shall automatically transfer to the Association at the time all Lots have been conveyed to an Owner other than the Developer or a Builder, and neither Developer nor any Builder holds title to or contractual interest in any Additional Lands as set forth in Section 3.2. This Section is subject to the terms of Section 5.5 above, which terms of Section 5.5 above shall survive any assignment of rights to the Association and/or ARB.

ARTICLE VI **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessment, special assessments, individual assessment, or other assessment established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate, late charges, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment. An Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments and other charges that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 6.2 **Purpose of Assessments.**

(a) **Annual Assessment.** The annual assessments levied by the Association against all Owners shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area (and to any other lands and improvements maintained by the Association), to fund the obligations of the Association set forth in Section 4.4, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures, and drainage easements. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, without limitation, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management structures and improvements. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

(b) **Special Assessment.** The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.3 hereof.

(c) **Individual Assessment.** Individual Assessments are assessment levied against a particular Owner and Lot for the purpose otherwise stated in this Declaration.

Section 6.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "**Assessment Equivalents**"). Except as hereafter provided, the initial annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, One Hundred Dollars (\$100.00) per Assessment Equivalent for the calendar year during which the first Lot is conveyed to an Owner other than Developer. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Developer, the annual assessment may be increased and fixed at an amount determined by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners on the basis of one (1) Assessment Equivalent per Lot, provided however, if any Lots shall be combined and replatted, the Owner of such Lots shall pay annual and special assessments on the basis of one (1)

Assessment Equivalent for each Residential Dwelling Unit located on such combined Lots.

(c) The assessment obligations of each Owner other than the Developer shall commence upon conveyance of a Lot to Owner other than the Developer. Annual assessments shall be collectable in advance in annual installments or on a periodic basis as established by the Board of Directors from time to time. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 6.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and relate back to the date on which this original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Duval County, Florida. A claim of lien must state the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, late charges, collection and other costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate. The Association may also charge an administrative late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. The Owner shall also be responsible for collection costs incurred by the Association. The Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement. All Assessments shall also constitute the personal obligation of each Owner of a Lot, jointly and severally, at the time the Assessment became due and payable. An Owner, regardless of how title to a Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments that come due while he or she is an Owner and shall also be jointly and severally liable with all previous Owners for all Assessments, interest, late fees, costs, and attorneys' fees incident to collection which came due prior to the current Owner's acquisition of title. An Owner's liability may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by abandonment of the Lot upon which the Assessments are made.

Section 6.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. Notwithstanding anything to the

contrary contained herein, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: (i) the Lot's unpaid common expenses and regular periodic or special assessments, that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee. Additionally, a first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Lot pursuant to a decree of foreclosure, or pursuant to a deed given in lieu of foreclosure, or any other proceeding in lieu of foreclosure. The person or entity acquiring title shall pay the amount owed to the Association within thirty (30) days of transfer of title. The limitations of a first mortgagee's liability as provided in this subsection shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records of the County prior to the recording of the applicable first mortgage. In the event the law is amended after the recording of this Declaration to permit the Association to collect a greater amount of unpaid Assessments from a mortgagee that acquires title to a Lot by foreclosure or deed in lieu of foreclosure, than such provision of law shall be deemed expressly incorporated into this Section to permit the Association to collect such greater amount. However, if the law is subsequently amended to permit the Association to collect a lesser amount of unpaid Assessments from a first mortgagee who acquires title to a Lot by foreclosure or deed in lieu of foreclosure than what would otherwise be collectable according to this Section, then such law shall not be deemed expressly incorporated herein and shall not operate to retroactively impair the provisions herein. In such instance, the amendment to the law shall only apply to first mortgages recorded after the date of enactment of the law. Without limitation of an Owner's obligation to pay assessments and other sums due under this Declaration, if a third party, excluding the Developer, the Association, or a first mortgagee, obtains title to a Lot pursuant to a foreclosure sale, deed in lieu of foreclosure, or otherwise, such third party shall be obligated to pay the Association for all unpaid assessments, fines, interest, late fees, collection and other costs, and attorneys' fees and costs that accrued as of the date of such conveyance. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 6.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall have the option to: (i) pay Assessments on the Lots owned by it; or (ii) not pay Assessments on any Lots and instead fund any deficit in the Association's operating expenses for a fiscal year. The Developer's deficit funding obligation in any given fiscal year, should it so elect, shall be equal to the total amount of the assessments receivable from other members plus any other association income (including, without

limitation, capital contribution) and the lesser of the budgeted or actual expenses incurred by the Association during such fiscal year. The Development Period shall begin upon the conveyance of the first Lot in the Property to a Builder or Owner other than the Developer and shall continue until the first to occur of (i) the Turnover Date; or (ii) the date that the Developer shall notify the Association that it will no longer pay for Operating Deficits of the Association. Upon termination of the Developer's agreement to pay Operating Deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for Operating Deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 6.7 Capitalization of the Association. In addition to the other assessments to be paid pursuant to the provisions of this Article VI, upon each and every conveyance or transfer of title to any party (the "Acquiring Party", specifically excluding a Builder acquiring a Lot) of any Lot, the Acquiring Party shall contribute to the capital of the Association ("Capital Contribution Assessment") in an amount equal to Five Hundred Dollars (\$500.00). This amount shall be collected at the closing of the purchase and sale or transfer of title of applicable Lot and shall be disbursed to the Association. The Capital Contribution Assessment may be used for any purpose as the Developer or Board deems beneficial to the Association, included, but not limited to, paying for operating expenses, and funding any deficits during or after any guarantee period. Notwithstanding anything contained herein to the contrary, no Capital Contribution Assessment shall be due upon any conveyance from Developer to a Builder, or upon any conveyance from a Builder to its affiliate, designee or another Builder.

Section 6.8 Area Assessments. The Board of Directors may establish and levy annual and/or special assessments to fund specific services authorized by the Board from time to time which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots located within such portions of the Property, based upon the allocations established by Section 6.3 above. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 6.8 shall be determined by the Board in its sole discretion; provided, however, Area Assessments shall not be levied against Lot owned by Developer or a Builder unless and until the Developer or applicable Builder who owns such Lot consents in writing to the Area Assessment.

ARTICLE VII UTILITY PROVISIONS

Section 7.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Developer.

In its efforts to conserve water, the County has required the use of reclaimed water (treated wastewater), to irrigate all landscaped areas in the Property, including, without limitation, the parks, fields, residential property, green belt areas and common areas. The use of reclaimed water to irrigate the Property will help conserve the domestic potable water supply. Reclaimed water is not potable and therefore not suitable for consumption. The water quality standards for reclaimed water, imposed upon the JEA, who is providing reclaimed water to Property, are established by various governmental regulatory agencies, and the standards may change from time to time. In no event shall the Developer, its affiliates or any of their respective employees, agents or consultants, be liable for any damage or personal injury caused by reclaimed water.

Section 7.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 7.3 **Solid Waste Recycling**. After completion of a Residential Dwelling Unit on a Lot, the Owner of such Lot shall participate in any available solid waste recycling program instituted by the Developer, the County, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 7.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, irrigation reuse water and any other utility services for service to the portions of the Property owned by such Owner.

ARTICLE VIII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 8.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used by Developer and/or Builders for model home, parking for such model homes, and other activities in connection with the construction, sale and marketing of Residential Dwelling Units. Except in connection with the sales, marketing and development activities by Developer and Builders, no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 8.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 8.2 **No Detached Buildings**. No sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the

prior written consent of the Developer. Notwithstanding the foregoing or anything contained herein to the contrary, the Developer and Builders may use model homes, construction trailers and/or temporary or accessory buildings or structures on property owned by them in connection with development, construction, sales, leasing and/or marketing of Lots and Residential Dwelling Units.

Section 8.3 **Setbacks**. Front, rear and side building setbacks for all dwellings and related structures shall be as established by the Architectural Criteria.

Section 8.4 **Easement Areas**. No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property.

Section 8.5 **Measurement of Setbacks**. All setbacks shall be measured in accordance with the Planned Unit Development Ordinance and/or plat applicable to the Property.

Section 8.6 **Landscaping and Irrigation**. Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of the Architectural Criteria, or as otherwise approved by Developer.

Section 8.7 **Motor Vehicles and Boats**. Notwithstanding any other provision in this Declaration or other Association Documents to the contrary, the following restrictions shall not apply to vehicles utilized in connection with construction, development, sales improvement, installation, or repair by the Developer, Builders, or their agents, employees or invitees. No boats, recreation vehicles (including golf carts, campers, and motor homes), mobile homes, house trailers, trailers of every description (including boat trailers) or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any such items, except within a building/garage, or otherwise screened, so as to be totally isolated and screened from public view. Parking within any Common Area is prohibited; provided that, subject to applicable Rules and Regulations, motor vehicles may be parked within Common Areas designated as parking areas by the Developer or the Association. All Owners and their guests must park their vehicles in such Owners' driveway or garage. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Notwithstanding any provision of this Section 8.7 to the contrary, the Board of Directors shall have the authority to grant permission for the temporary parking of recreational vehicles and boats on a case by case basis, provided that in no event shall any recreational vehicle be parked on any street or Lot for more than forty-eight hours (48) consecutively, and not to exceed three (3) non-consecutive days per month for the purpose of loading and unloading only.

For purposes of this Section, "commercial vehicles" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity or any vehicle, including a four wheel passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. The determination of the Board as to whether or not a certain motor vehicle is a "commercial vehicle" shall be dispositive. The restrictions on the parking of commercial vehicles contained in this Section shall not apply to the temporary parking of construction or service vehicles for construction, repair or maintenance services to a Lot, or any vehicles providing pick-up and delivery services within the Property, or

any vehicles of the Developer or Builders or their agents, suppliers, employees or designees.

Section 8.8 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. 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. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. Development of Lots, Residential Dwelling Units, Common Area and/or other subdivision improvements by Developer and Builders, and sales and marketing activities by the Developer and Builders shall not constitute a nuisance. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 8.9 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer or ARB in accordance with Architectural Criteria imposed by the Developer or the Association from time to time. This provision shall not be deemed to prohibit those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. Permissible satellite dishes and antennae shall be installed at the rear or side of the home, unless an acceptable signal would be impaired at such location or there is an unreasonable increase in cost of installation. The Board is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae.

Section 8.10 **Lakes**. The Developer and the Association shall have the right to pump or otherwise remove any water from any lake within the Property for the purpose of irrigation, provided such use is in compliance with state and local laws and the SJRWMD permit. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No boat shall be permitted to be operated on any lake except as may be permitted by the Board. No swimming is permitted in any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained by the Owner so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 8.17 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably

required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article IX of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. No docks shall be constructed on any Lot or embankment. The Developer and the Board shall have the right to adopt reasonable Rules and Regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Property. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons (if any and as applicable) and subject to the Rules and Regulations of the Association or recorded instruments affecting the Property.

Section 8.11 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately, and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Nothing shall be done or kept on the Property which increases the premium or deductible or results in the cancellation of any insurance policy held by the Association.

Section 8.12 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer or Association.

Section 8.13 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 8.14 **Signs**. No sign of any kind, including without limitation, flags (other than those permitted under Section 8.44 of this Declaration), banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer or ARB, or reasonable Rules and Regulations adopted by the Board, which may include, without limitation, restrictions on size, design, placement, duration, and quantity. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Residential Dwelling Unit for sale or lease shall be permitted to be displayed on that Lot, in accordance with established criteria and Rules and Regulations. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed on any vehicle on a Lot or on a

Dwelling Unit, other than those permitted under other sections of this Declaration.

Notwithstanding the foregoing, the Developer, Builders, and the Association are exempt from this Section; provided, further, the Developer specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any part of the Property such signs, flags, banners, billboards, and any other advertisements as the Developer or such Builder deems appropriate in connection with the development, improvement, construction, marketing, sale or lease of any of the Lots and Residential Dwelling Units. Notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Developer's prior written approval as to the location, size and design of such Builder's signs and flags within any portion of the Property outside of Lots owned by such Builder. To the extent there are multiple Builders who own portions of the Property, the Developer shall institute a community-wide signage and marketing plan which such plan must be complied with by all Builders.

Section 8.15 **Lighting**. No lighting shall be permitted which alters the residential character of the Property. Festive lighting and decorations shall be permitted to be placed upon the exterior portions of a Residential Dwelling Unit and upon a Lot in a tasteful, respectful manner (as determined by the Board) during a period commencing on November 20 and continuing through January 15 of the following year, after which such lighting and decorations shall be removed. The Board may also adopt (and amend from time to time) and enforce reasonable Rules and Regulations allowing and/or limiting installation lighting and decorations for periods of time other than that referenced above. The Board may establish standards for festive lighting and decorations and may require the removal of any lighting that creates a nuisance.

Section 8.16 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. The Board shall have the right to adopt Rules and Regulations governing the ownership and maintenance of pets. All owners of animals or pets are responsible for timely cleanup of animal waste and the Board may elect to promulgate Rules and Regulations to enforce such cleanup. Pursuant to applicable Rules and Regulations, the Board may further regulate pets, including but not limited to number and type of pets.

Section 8.17 **Maintenance of Lots and Limited Common Areas**. After completion of a Residential Dwelling Unit on a Lot, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon such Lot or its Limited Common Area. Except for normal construction materials and debris on a Lot during the course of construction of a Residential Dwelling Unit, no refuse pile (including, without limitation, lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scraps) or unsightly objects shall be allowed to be placed or allowed to remain anywhere within a Lot or Limited Common Area. All Lots and all portions of

the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition, including, without limitation, painting, roof repair and replacement of improvements, repair and maintenance of gutters, downspouts, and exterior building surfaces, and yard and grounds clean-up and maintenance in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash or otherwise taking such actions to perform any maintenance or repair which in the opinion of the Board distracts from the overall beauty and safety of the Property, in addition to any other rights of the Association set forth in Article IX hereof. Notwithstanding anything contained in this Section to the contrary, Lots owned by a Builder are exempt from the restrictions and requirements in this Section during the Builder's prior of development and construction on such Lots.

Section 8.18 **Fences.** Except as installed by Developer or a Builder, or except as approved by the Developer pursuant to Article V hereof, no fence, retaining wall or other barrier shall be constructed upon any Lot or any other portion of the Property. Chain-link fencing is not permitted.

The Owners of Lots adjacent to any fences or walls installed or to be installed by or on behalf of Developer, and/or the Association and located from time-to-time, including without limitation, on or about Tract(s), as shown on the plat of the Property, (each individually, a "Fence Tract"), shall, at each such Owner's sole cost and expense, maintain the area of the Fence Tract which bounded by such fence/wall and the extension of the side lot lines of the applicable Lot to such fence and/or wall in accordance with the requirements for the maintenance of Lots and Limited Common Areas as set forth in Section 8.17 of this Declaration. The Owners specifically acknowledge and agree that such fences/wall may be located within some Lot boundaries, and that the Association has an easement for such fences/walls and such fence/wall may not be removed without the Association's written consent. Subject to the terms and provisions of this Declaration, such Owners may also, at each such Owner's sole cost and expense, construct, maintain, repair and replace a fence along the side lot lines of its Lot which abuts the fence/wall installed by or on behalf of Developer, and/or the Association within a Fence Tract; provided that the Developer, or the Association may remove (without any liability to any Owner, including, without limitation, any costs associated with reinstalling or relocating any fence) all or any portion of such fences installed by an Owner as is reasonably necessary to perform any construction, installation, repair, maintenance or replacement work within a Fence Tract. Developer hereby grants to each Owner of a Lot adjacent to a Fence Tract a non-exclusive, revocable easement for the purposes of maintaining the Fence Tract and installing a fence within a Fence Tract as described in this paragraph.

The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual non-exclusive easement in, on, over and upon such portions of the Property as may be reasonably necessary for the purpose of installing, maintaining, repairing, and replacing such fences/walls, including, without limitation, the right to enter upon any portion of any Lot for such purpose. The Association shall, at the Association's costs and expense (but subject to reimbursement through the assessments levied under this Declaration), maintain, repair and replace

as necessary (as reasonably determined by the Association) any fencing/wall installed by or on behalf of Developer and/or the Association within a Fence Tract.

No Owner shall damage, destroy or otherwise interfere with any such fences. As to any damage or injury to such fences caused by an Owner, or his/her family, guests, invitees, contractors or agents, such Owner shall reimburse the Association for the repair costs incurred by the Association within fifteen (15) days of receipt of an invoice therefor. The Association shall have the right to place a lien on an Owner's Lot in accordance with the terms of this Declaration for the failure to pay the costs of such work within such fifteen (15) day period.

Section 8.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot. Each Lot Owner shall be responsible to maintain the driveway in good repair, in a clean and attractive condition.

Section 8.20 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with all zoning, environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property. Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of this Declaration shall excuse any Owner from complying with any and all applicable zoning or land use laws.

Section 8.21 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer or the Association, without the consent or joinder of any other party (subject to the rights of Builders as provided in the Association Documents).

Section 8.22 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.23 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to construct, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.24 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut

drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. All Lots shall at all times be graded so as to comply with the Neighborhood Grading Plan approved by Duval County, Florida and all permits issued by the St. Johns River Water Management District.

Section 8.25 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.26 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.26, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.27 **Reserved Easements.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of installing, enhancing, creating, preserving, maintaining or improving roadways, landscaped areas, conservation areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas.

Section 8.28 **Mailboxes.** Cluster-type mailboxes are installed by the Developer on the Property, and such cluster-type unit shall be owned and maintained by the Association, at the Association's sole cost and expense. The individual compartments assigned to each Lot, along with the locks/keys for each of the compartments shall be maintained, repaired, and replaced by each Owner, at their sole cost and expense. The Board shall have the right to establish, modify and enforce policies and procedures for the use of such cluster-type mailboxes, which shall include, without limitation, a charge for repairs or replacement resulting from damage caused by an Owner, their family, guests, or invitees.

Section 8.29 **Subdivision Development Activities of Developer.** During the time that Developer shall be engaged in the construction of roadways, utilities and other infrastructure within the Property, Developer reserves the right to enter upon each Lot for the purpose of clearing trees and vegetation, and the excavation and filling of areas (including permitted jurisdictional wetlands) that in the judgment of the Developer need to be cleared and filled for the installation of utilities, proper grading of right-of-way areas, or for aesthetic reasons. All areas to be disturbed on any Lot shall be

filled with suitable fill material to an elevation equal to or higher than the existing grade. All work performed by the Developer or its contractors on all Lots pursuant to this Section 8.29 shall be performed in accordance with all applicable construction and environmental permits. The Developer shall indemnify, defend and hold harmless each Owner from and against any and all claims, liability or damages arising in connection with any clearing or filling activities conducted by the Developer on each such Owner's lot.

Section 8.30 **Sidewalks**. Any Owner of a Lot developing a Residential Dwelling Unit 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 Duval County, Florida. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

Section 8.31 **Hazardous Materials**. No Owner shall cause or permit any "Hazardous Substances" (as defined below) to be generated, placed, held, stored, used, located or disposed of on the Property, except for Hazardous Substances commonly and legally used for household cleaning purposes and subject to compliance with all applicable laws, statutes, codes, ordinances and rules and regulations. "Hazardous Substances" shall mean any hazardous wastes and toxic substances, including, without limitation, those regulated under the Resource Conservation and Recovery Act of 1976, as amended in 1984; (42 U.S.C. Sec. 6901 et seq.); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended in 1986; (42 U.S.C. Sec. 9601 et seq.); the Federal Toxic Substances Control Act; (15 U.S.C. Sec. 2601 et seq.); the Clean Air Act; (42 U.S.C. Sec. 7401 et seq.); the Pollutant Spill Prevention and Control Act; (F.S. Chapter 376 et seq.); and any other state, federal or local statutes or ordinances pertaining to environmental contamination, together with all rules, regulations, orders and the like, applicable to the same.

Section 8.32 **Trash**. Except for construction materials and debris on a Lot during the course of construction of a Residential Dwelling Unit by a Builder, no rubbish, trash, garbage or other waste material shall be kept or stored on any Lot, except for in trash receptacles which shall not be visible from any portion of the Common Area or any other Lot. Except as may be permitted by the Board, trash receptacles shall be placed curbside no earlier than 5:00 P.M. of the day prior to pick-up by garbage and trash removal services and shall be removed from curbside no later than 10:00 P.M. of the day of pick-up. Developer reserves the right, but is not obligated, to impose (and modify from time-to-time) and enforce Rules and Regulations relating to trash receptacles and the trash collection procedures for the Property. This Section shall not apply to construction sites, or Lots owned by Builders; provided that construction sites shall be kept in a manner as required by law.

Section 8.33 **Clothing Lines**. No clothing lines, clothing or any other items shall be hung, dried or aired in the front yard. Clothes lines must be installed or erected behind fenced portions of the side or rear yards.

Section 8.34 **Intersections**. All Lots located at street intersections shall be landscaped and maintained so as to permit safe sight across street corners. No fence, wall, hedge or shrub shall be placed, planted or permitted to remain where it would create traffic or sight problems.

Section 8.35 **Leasing**. For purposes of this Declaration, "leasing" is the exclusive

occupancy of a Residential Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing; (ii) have a term of at least six (6) months; (iii) lease the Residential Dwelling Unit in its entirety (e.g. separate rooms within the same Residential Dwelling Unit may not be separately leased); and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any Rules and Regulations of the Association. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any Rules and Regulations. A Lot or Residential Dwelling Unit may not be leased more than three (3) times per twelve (12) consecutive months period. NOTWITHSTANDING ANY INCONSISTENT OR CONTRARY PROVISION IN THIS DECLARATION, IF THERE ARE ANY FHA, VA OR USDA INSURED LOANS AFFECTING A LOT, AND ONLY FOR SO LONG AS ANY SUCH LOANS AFFECT THE LOT, ANY RESTRICTIONS IN THIS DECLARATION ON RENTING, SUBLEASING, OR RECONVEYANCE THAT VIOLATE ANY FHA, VA OR USDA REQUIREMENTS SHALL NOT APPLY TO SUCH LOT OR ITS OWNER.

Section 8.36 **Pools**. No above-ground pools shall be erected, constructed or installed on any Lot; provided that above-ground Jacuzzis or spas are permitted (subject to approval in accordance with Article V above).

Section 8.37 **Air Conditioning Units**. No window air conditioning units may be installed on any Lot. All air conditioning units shall be screened from view from the Common Area and other Lots.

Section 8.38 **On-Site Fuel Storage**. No on-site storage of gasoline, fuels or other flammable or explosive matters shall be permitted on any Lot, except that up to five (5) gallons of gasoline may be stored on a Lot for emergency purposes and operation of lawn equipment. Notwithstanding the foregoing, propane (LPG) tanks may be installed on a Lot, provided that no tank may be exposed to view from front or side streets. Any such tank must be installed within a walled in or screened area, which must be approved by the ARB prior to construction, or must be sufficiently screened from view of the street by landscape material.

Section 8.39 **Play Equipment**. Except as may be permitted by the Board, all bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so that such items are not visible from the street, any portion of the Common Area.

Section 8.40 **Window Coverings**. Reflective window coverings are prohibited. Temporary storm shutters are permitted but shall not be installed more than forty-eight (48) hours before hurricane or tornado warnings are issued by the local emergency management agency. The temporary storm shutters shall be removed either: (i) three (3) days after the hurricane warnings issued by the local emergency management agency are lifted; or (ii) if damage to a Residential Dwelling Unit has occurred, the latter of (a) fifteen (15) days after a hurricane affects the Property, or (b) immediately after repairs have been completed on the Residential Dwelling Unit.

Section 8.41 **No Solicitation**. No solicitation shall be allowed at any time within the

Property, except by the Developer or Builders or their successors, assigns or designees during the marketing or the sale of Lots or Residential Dwelling Units.

Section 8.42 **Guests, Tenants, and Invitees.** Each Owner shall be responsible for the actions of family members, guests, employees, agents, tenants or other invitees, and shall ensure that such individuals comply with this Declaration, the Articles, the Bylaws and the Rules and Regulations. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect, or carelessness or by that of any family members, guests, employees, agents, tenants, or other invitees.

Section 8.43 **Conservation Areas.** As used in this Section, the term "conservation areas" means any land within the Property (or annexed into the Property as provided in this paragraph) designated or identified, at any time and from time-to-time, on a plat, by any permit or approval issued by any applicable governmental authority, or by Developer, in Developer's sole and absolute determination, as a conservation area or tract, buffer area, or upland or wetland preservation, enhancement or creation area. Developer may, at any time and from time-to-time, evidence the designation of any land as part of the conservation areas under this Section and/or annex any land which is contiguous to the Property then subject to this Declaration (for purposes of this Section 8.43, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous) into the Property subject to this Declaration and into the conservation areas under this Section by the recording in the public records of Duval County, Florida of a Supplementary Declaration executed by the Developer (without the consent and joinder of the Association or any other Owner). Each Owner and the Association acknowledge and agree that the conservation areas may provide mitigation or otherwise be a condition or requirement for the development of the Property and/or any other lands outside of the Property.

Subject to all applicable laws, permits, approvals, and recorded conservation easements, at any time and from time to time, Developer shall have the right to specifically define, amend, revise or modify (including, without limitation, removing land from the conservation areas and making any other uses of such land) the boundaries of the conservation areas or any portion thereof, and Developer's determination of the boundary and the extent of any conservation areas shall be dispositive for all purposes. At any time and from time-to-time, Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and the extent of any conservation areas.

Developer hereby reserves for itself, and its agents, employees, contractors, successors, assigns and designees, a perpetual easement, in, on, over, under and through the conservation areas for the purposes of ingress and egress and to perform any work, installations, maintenance, replacements, monitoring or other activities required under any current or future permits or approvals affecting the conservation areas.

The Association shall cooperate with Developer as to Developer's permitting of the Property or any other lands so as to allow the inclusion of the conservation areas or any portion thereof selected by Developer in Developer's permits, including, without limitation, executing and promptly delivering to Developer (no later than five (5) days after request therefor) any permit applications, consents, conservation easements or other documents as may be required by Developer. The

Association shall be deemed to have assumed any assignment of any or all rights and/or obligations (including, without limitation, the obligation to perform any creation, enhancement, preservation, monitoring or maintenance work and/or the obligation to be the operation and maintenance entity under any permit or approval) under any current or future permits or approvals affecting the conservation areas which are assigned by Developer to the Association. Without limitation of the automatic nature of such assignment and assumption, within ten (10) days of request from the Developer to the Association, the Association shall execute and deliver to Developer any instruments as may be required by the Developer or any governmental authority to confirm such assignment and assumption.

Upon the recordation of any deed or deeds conveying the conservation areas or any portion thereof to the Association, with or without the consent or joinder of the Association and regardless of whether or not such conservation areas have been designated as Common Area hereunder, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds, subject to all covenants, easements, restrictions and other matters of record.

Notwithstanding anything in the Declaration to the contrary, (i) the rights of Developer under this Section 8.43 are personally held by the named Developer set forth in the first paragraph of this Declaration and may only be assigned by a recorded assignment executed by such named Developer (or any specific assignee of such named Developer as described in this paragraph) which specifically references the assignment of this Section 8.43, (ii) the terms and provisions of this Section 8.43 shall not be amended or terminated without the consent and joinder of such named Developer (or any specific assignee of such named Developer as described in this paragraph) and any attempt to do so shall be void *ab initio*, and (iii) the terms and provisions of this Section 8.43 shall control over any inconsistent terms and provisions otherwise set forth in this Declaration.

NO PERSON SHALL ALTER OR INFRINGE ON ANY PORTION OF THE CONSERVATION AREAS, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER OR ASSOCIATION AND THE APPLICABLE GOVERNMENTAL AUTHORITY.

Each Owner shall be liable to the Association for the cost to repair any damage or payment of any fine resulting from the negligence or willful misconduct of any Owner or that Owner's tenants, guests or invitees. In addition, the Association shall have the right to charge any Owner for the cost or any penalty fine attributable to damage or infringement caused by such Owner or that Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an individual assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of individual assessments.

Section 8.44 **Flags and Flagpoles.** Any Owner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, applicable county or municipal ordinances. Furthermore, and notwithstanding any provision in this Declaration to the contrary, any Owner may display in a respectful manner up to two (2) portable, removal flags, not larger than four and one-half feet (4.5) by six (6) feet, of the permitted flags pursuant to Section 720.304, Florida Statutes. Decorative flags, including without

limitation, collegiate flags, are subject to prior approval by the Developer or ARB, and are subject to reasonable Rules and Regulations regarding, without limitation, size, placement, and quantity. Notwithstanding the foregoing, the Developer and Builders, are exempt from this Section; provided, further, the Developer specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any part of the Property such signs, flags, banners, and other advertisements as the Developer or such Builder deems appropriate in connection with the development, improvement, construction, marketing, sale or lease of any Lots and Residential Dwelling Units. To the extent there are multiple Builders who own portions of the Property, the Developer shall institute a community-wide marketing plan which such marketing plan must be complied with by all Builders.

Section 8.45 **Garage Sale, Yard Sale, Estate Sale**. In no event may any Owner conduct a garage sale, yard sale, estate sale or similar sale on any portion of the Property, unless such sale is sponsored and approved in advance by the Association.

Section 8.46 **Additional Rights of Developer and Builders**. Developer and each Builder shall have the right to maintain models, sales offices and parking associated therewith, on such portions of the Property designated and approved by the Developer for the purposes of development, marketing and sales of Lots or Homes within the Property; provided, however, the exercise of such by a Builder shall be subject to compliance with the community-wide signage and marketing plan established by the Developer. Notwithstanding anything contained in the Association Documents to the contrary, each Builder shall have the right to: (i) develop and construct Lots, Residential Dwelling Units, and related improvements; (ii) place, erect or construct temporary or accessory buildings or structures and model homes within the Property for sales, construction, storage or other purposes; (iii) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of Lots, Residential Dwelling Units and Common Areas; (iv) post, display, inscribe or affix signs and other materials within the property, and use the name "DARBY" or "DARBY SUBDIVISION" or "Darby Project" or any derivative thereof in Builder's marketing and advertising materials; (v) utilize and park vehicles within the Property in connection with development, construction sales and marketing activities, including, without limitation, construction vehicles, used by Builder or its contractors, suppliers, agents, invitees and employees; (vi) use the Common Areas and Facilities for sales, marketing, promotional, and development purposes; and (vii) undertake all activities which, in the opinion of the Builder, are necessary or convenient for the development and sale of Lots and Residential Dwelling Units within the Property. The Association Documents shall not be applied in a manner which would materially and adversely affect the rights of Builder granted in this Declaration.

Section 8.47 **Development Easement**. In addition to the rights reserved elsewhere herein, the Developer reserves an easement for itself and for Builders and their respective nominees and assigns, over, upon, across, and under the Property as may be required in connection with the development of the Property and to promote or otherwise facilitate the development, construction and sale and/or leasing of property owned by them. Without limiting the foregoing, the Developer specifically reserves for itself and Builders, and their respective subcontractors, suppliers, and consultants, the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner

acknowledges that construction vehicles and trucks may use portions of the Common Areas, Facilities, and other areas within the Property. The Developer and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of the operating expenses of the Association or the CDD, as applicable. Without limiting the foregoing, at no time shall the Developer or Builders be obligated to pay any amount to the Association or the CDD on account of the Developer's and/or Builder's use of the Common Areas or Facilities. The Developer and Builders intend to use the Common Areas, Facilities and other portions of the Property for sales and marketing of Lots and Residential Dwelling Units. Further, the Developer and Builders may market other residences and properties located outside of the Property from facilities located within the Property. The Developer and Builders have the right to use all portions of the Common Areas, Facilities, and other common improvements within the Property in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas or Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of the Developer and Builders, shall be construed as broadly as possible and supplement the other rights of the Developer and Builders set forth in this Declaration. At no time shall the Developer and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

ARTICLE IX
EXTERIOR MAINTENANCE ASSESSMENT

Section 9.1 **Exterior Maintenance**. Each Owner shall be responsible for maintaining his/her Residential Dwelling Unit, Lot and any improvements located thereon (including, without limitation, landscaping and hardscaping) in accordance with this Declaration and any applicable Rules and Regulations of the Association. If any Owner fails to maintain his/her Residential Dwelling Unit, Lot and any improvements located thereon in accordance with this Declaration and applicable Rules and Regulations, then the Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary, in the opinion of the Association's Board of Directors. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

The minimum but not exclusive standard for maintenance of improvements shall be consistency with the approved plans thereof and with the general appearance of the other improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate and with approval of the ARB, the exterior portions of the building improvements, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing

standards. Each Owner shall also keep, irrigate, and maintain the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings. The yard shall be kept free of weeds and bare spots.

Section 9.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 9.1 shall be assessed as an Individual Assessment against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI hereof. Any exterior maintenance assessment/ Individual Assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in Article VI, and shall be subordinate to mortgage liens to the extent provided by Article VI.

Section 9.3 **Access**. For the purpose of performing the maintenance authorized by this Article IX, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 9.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE X **NOTICE OF PERMIT REQUIREMENTS**

Section 10.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBERS 175700-2 and 175700-3, AS MAY BE AMENDED (THE "PERMIT"). THE PERMIT IS OR WILL BE OWNED BY OR ASSIGNED TO THE CDD AND THE CDD HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT. THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THE COVENANTS AND RESTRICTIONS WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE

OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND FOR ANY REASON THE DEVELOPER, A BUILDER, OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, SUCH BUILDER, AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD, AS APPLICABLE.

ARTICLE XI **GENERAL PROVISIONS**

Section 11.1 **Developer's Reserved Rights re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.1, shall be dispositive for all purposes; provided nothing contained in this Section 11.1 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property or any portion of the Property owned by a Builder.

Section 11.2 **Remedies for Violations.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions set forth herein or any Rules and Regulations or other Association Documents, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event an Owner or that Owner's tenants, licensees, invitees or guests fail to comply with the restrictions, covenants, Architectural Criteria, or Rules and Regulations, the Association has the right employs an attorney in its effort to seek compliance. The Owner shall pay all reasonable attorney's fees and costs incurred

by the Association in seeking compliance, including without limitation, attorneys' fees and costs related to demand letters, presuit mediation demands, which shall be recoverable whether or not suit is brought. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees and costs related to enforcement attempts, including without limitation, presuit demands, mediation, arbitration, pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Additionally, the Association shall be authorized to levy fines against Owners for violations of the terms and conditions of this Declaration, the Articles, and the Bylaws, and any and all Rules and Regulations of the Association. No fine may exceed \$100.00 for any single violation, except that a fine may be levied on the basis of each day of a continuing violation. In such event, the fine shall not exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 shall constitute a lien against an Owner's Lot. No fine may be levied except after giving at least fourteen (14) days' written notice and opportunity for a hearing before a committee comprised of at least three (3) Owners appointed by the Board, as provided in Section 720.305(2)(b), Florida Statutes.

Section 11.3 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.4 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property; provided, however, the Developer and Builders may include in any contract or deed hereafter made and covering all or any part of the Property owned by them, any additional covenants or restrictions applicable to the Property so covered. In the event of a direct conflict between the terms of this Declaration and any additional covenants or restrictions imposed on the Property, the more restrictive term shall govern.

Section 11.5 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 11.6 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of thirty (30) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. At the first board meeting, excluding the organizational meeting, which follows the annual meeting of the members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the Marketable Record Title Act, chapter 712, and to authorize and direct the appropriate officer to file notice in accordance with s. 720.3032, Florida Statutes. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that no such termination or amendment to any Association Documents shall be effective without the written consent and joinder of the Developer and each applicable Builder if (i)

the Developer and/or such Builder owns any land within the Property, or (ii) the amendment or termination affects Developer's or such Builder's reserved rights, easements, reservations and/or exemptions under this Declaration or the other Association Documents. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot located within the Property. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Association Documents shall affect the rights of a Builder or any portion of the Property owned by a Builder unless such amendment receives the prior written consent of such affected Builder. Any purported amendment without such approval by a Builder shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by such Builder. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.

Section 11.7 **Enforcement by SJRWMD.** The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provision contained in this Declaration that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

Section 11.8 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 11.9 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.10 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 11.11 **Recreational Facilities.** All parks and other recreational facilities furnished by the Developer, the Association or CDD shall be used at the risk of the user, and neither the Developer nor the Association shall be liable to any person for any claim, damage or injury occurring thereon or related thereto. Each Owner hereby releases and agrees to indemnify, defend and hold the Developer, Builders, the Association, CDD, and their respective members, partners, shareholders, directors, officers, employees and agents harmless with respect to any claims, demands, losses, costs, fees, expenses and causes of action related to, or in any way pertaining to, use of any recreational

facilities furnished by the Developer, the Association, or CDD (including, without limitation, anything alleged to relate to any alleged sole or comparative negligence by the Developer, the Association, or CDD).

Section 11.12 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, THE BUILDERS, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES 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 ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 11.13 Disclaimer of Liability of Developer, Association, and Builder. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, DEVELOPER, OR BUILDER (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE DEVELOPER, ASSOCIATION, AND/OR BUILDER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, SECURITY, OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH

PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ANY LOCAL GOVERNMENT, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE DEVELOPER AND/OR ASSOCIATION OR BUILDER ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE DEVELOPER, ASSOCIATION AND/OR BUILDER HAVE BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE XII
DARBY COMMUNITY DEVELOPMENT DISTRICT

Section 12.1 **Generally.** Portions of KINGS PRESERVE will be owned and/or controlled by the DARBY COMMUNITY DEVELOPMENT DISTRICT (the "CDD" or "District"), such as,

including, without limitation, SWMS, any Wetland Conservation Areas, open space, any landscape signage, sidewalks, any walking trails and paths, buffers, drainage systems, utility facilities and/or utilities, all as applicable and if constructed. In the event that any land or improvements are owned and/or controlled by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**CDD Facilities**"). MANY COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED HEREIN AS PART OF THE CDD FACILITIES. EACH RECORD TITLE OWNER OF ANY PORTION OF KINGS PRESERVE, BY ACCEPTANCE OF A DEED, HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA.

Section 12.2 **CDD Assessments**. In connection with the establishment of the CDD, assessments, taxes and fees may be assessed against the Lots, in addition to those created by this Declaration and levied by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments, taxes and fees levied by the CDD. **THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ANY PROPERTY WITHIN THE DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

Section 12.3 **CDD Rights and Easements**.

(a) The CDD reserves all rights under Chapter 190, Florida Statutes with respect to the property that the CDD owns ("CDD Property"), and to any CDD Improvements. Any CDD Property, and any CDD Improvements, shall not be deemed a part of the Common Areas for purposes of the Declaration. Among other things, it is anticipated that the CDD will own and operate the Surface Water Management System, and serve as the operations entity under any applicable permits.

(b) The CDD is hereby granted a non-exclusive easement across all Property that is the subject of this Declaration, including but not limited to the rights of ingress and egress for District purposes as well as the rights to construct, install, acquire, operate, maintain, repair and replace any CDD Improvements.

(c) In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements or other rights in property (including but not limited to any Common Area) to the CDD and for the purposes of ingress, egress, installation, construction, acquisition, operation, maintenance, repair, or replacement of public improvements contemplated under Chapter 190, Florida Statutes.

(d) The Association may, from time to time, make and enter into maintenance agreement(s) with the CDD, whereby the Association may be responsible for the operation, maintenance, repair and replacement of certain CDD Improvements located over, through and upon the CDD Property as provided in such an agreement.

(e) Any indemnification, defense and/or hold harmless provisions provided in favor of the Association and/or the Developer and pursuant to this Declaration shall also be construed to be in favor of the CDD.

(f) The CDD is a named, third-party beneficiary of this Declaration, and shall have the right to enforce the provisions of this Declaration.

(g) Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of the CDD unless such amendment receives the prior written consent of the CDD, which consent may not be unreasonably withheld.

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CONSENT OF MORTGAGEE REGARDING DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS PRESERVE

DLP CAPITAL LENDING CH LLC, a Florida limited liability company (the "Mortgagee"), is the assignee and holder of the Mortgage executed by Plummer JV, LLC, a Florida limited liability company ("Mortgagor") dated June 30, 2023, and recorded in Official Records Book 20739, Page 2439 in the Public Records for Duval County, Florida (the "Mortgage"), which mortgage constitutes a lien and encumbrance upon the real property described in the foregoing Declaration of Covenants and Restrictions for Kings Preserve (the "Declaration"). Mortgagee hereby consents to Mortgagor subjecting the real property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Declaration nor shall this consent affect the priority of the lien of the Mortgage or the interest of the Mortgagee.

IN WITNESS WHEREOF, this Consent is executed by the undersigned on this 17th day of June, 2024.

Witnesses:

DLP CAPITAL LENDING CH LLC, a Florida limited liability company

Matthew Letour

Print Name: Matthew Letour
Address: 405 Golfway W Drive, Suite 300
St. Augustine, FL 32095

By: Christopher B. Roemer

Christopher B. Roemer
Authorized Signatory

Mason Moses

Print Name: Mason Moses
Address: 405 Golfway W Drive, Suite 300
St. Augustine, FL 32095

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of June, 2024, by Christopher B. Roemer, as Authorized Signatory of DLP Capital Lending CH LLC, a Florida limited liability company. He/She is personally known to me or produced identification _____,



Jason Bennett Googe

(Signature of Notary Public -- State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSENT OF MORTGAGEE REGARDING DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS PRESERVE

Meritage Homes of Florida, Inc., a Florida profit corporation (the "Mortgagee"), is the holder of the Second Mortgage executed by Plummer JV, LLC, a Florida limited liability company ("Mortgagor") in favor of Mortgagee dated January 11, 2024, and recorded in Official Records Book 20975, Page 1184 in the Public Records for Duval County, Florida (the "Mortgage"), which mortgage constitutes a lien and encumbrance upon real property described in the foregoing Declaration of Covenants and Restrictions for Kings Preserve (the "Declaration"). Mortgagee hereby consents to Mortgagor subjecting the real property described in the Mortgage and Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Declaration nor shall this consent affect the priority of the lien of the Mortgage or the interest of the Mortgagee.

IN WITNESS WHEREOF, this Consent is executed by the undersigned on this 15th day of June, 2024.

Witnesses:

[Signature]

Print Name: Neil Hanekom
Address: 13901 Sutton Park Dr. S. C350
Jacksonville, FL 32224

Angela Midyette

Print Name: Angela Midyette
Address: 13901 Sutton Park Dr. S.
C350 Jacksonville, FL 32224

MERITAGE HOMES OF FLORIDA, INC., a Florida profit corporation

By: [Signature]

Print Name Garrett Cone
Its Division President

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of June, 2024, by Garrett Cone, as Division President of MERITAGE HOMES OF FLORIDA, INC. a Florida profit corporation, on behalf of the corporation. He is personally known to me or produced identification _____.

[Signature]
(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



**JOINDER OF DARBY COMMUNITY DEVELOPMENT DISTRICT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS PRESERVE**

DARBY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "CDD") does hereby join in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR KINGS PRESERVE (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The CDD agrees this Joinder is for the purpose of evidencing the CDD's acceptance of the rights, responsibilities and obligations of the CDD provided in the Declaration.

IN WITNESS WHEREOF, this Joinder is executed by the undersigned on this 17th day of June, 2024.

Witnesses:

[Signature]

Print Name: Michael O'Neal
Address: 1000 Riverside Ave, Suite 600
Jacksonville, FL 32204

[Signature]

Print Name: Justin Westmoreland
Address: 1100 Riverside Ave, Ste 600
Jacksonville FL 32204

DARBY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.

By: [Signature]

Print Name: George Leone
Title: Chairperson

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of June, 2024, by George Leone, as Chairperson of DARBY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. He is personally known to me or produced identification

[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

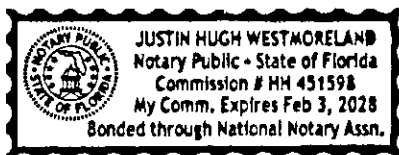


EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

PART OF FARM 48 LYING SOUTH OF PLUMMER ROAD (EXCEPT PART IN OFFICIAL RECORDS BOOK 6511, PAGE 144) AND FARM 49, SECTION 41, TOWNSHIP 1 SOUTH, RANGE 25 EAST; PART OF FARMS 45 AND 46 (EXCEPT PART IN PLAT BOOK 56, PAGE 13), 51 TO 62 (EXCEPT OFFICIAL RECORDS BOOK 20521, PAGE 526), SECTIONS 41 AND 11, TOWNSHIP 1 SOUTH, RANGE 25 EAST; ALL ACCORDING TO THE DINSMORE COMPANY'S OFFICIAL MAP OF DINSMORE AND DINSMORE FARMS, PREPARED AUGUST 1933 UNDER DIRECTION OF ROBERT M. ANGUS, CIVIL ENGINEER, ALL IN DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 25 EAST OF SAID DUVAL COUNTY;
THENCE NORTH 89° 04' 50" EAST WITH THE NORTH LINE OF SAID SECTION 11, THE SOUTH LINE OF OFFICIAL RECORDS BOOK 13508, PAGE 984 AND THE NORTH LINE OF LANDS DESCRIBED IN RIGHT-OF-WAY CLOSURE AND JEA EASEMENT AS DESCRIBED IN ORDINANCE NO. 2023-178-E OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 202.11 FEET TO THE NORTHEAST CORNER OF SAID RIGHT-OF-WAY CLOSURE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 04' 50" EAST WITH THE NORTH LINE OF SAID SECTION 11, AND THE SOUTH LINES OF OFFICIAL RECORDS BOOK 13508, PAGE 984, OFFICIAL RECORDS BOOK 17675, PAGE 1777 AND OFFICIAL RECORDS BOOK 11752, PAGE 355, A DISTANCE OF 379.78 FEET, TO ITS INTERSECTION WITH THE NORTHWEST LINE OF SECTION 41; THENCE NORTHEASTERLY ALONG THE NORTHWEST LINE OF SAID SECTION 41 AND THE SOUTHEASTERLY LINES OF OFFICIAL RECORDS BOOK 11752, PAGE 355 AND OFFICIAL RECORDS BOOK 18325, PAGE 2381, NORTH 45° 00' 54" EAST, A DISTANCE OF 765.06 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PLUMMER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, SAID POINT REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD AND THE NORTHEASTERLY LINE OF OFFICIAL RECORDS BOOK 6508, PAGE 1628 THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 67° 05' 14" EAST, A DISTANCE OF 304.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 506.96 FEET, A CENTRAL ANGLE OF 11° 10' 54" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61° 29' 47" EAST, 98.78 FEET; COURSE NO. 2: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 98.94 FEET TO A POINT OF TANGENCY; COURSE NO. 3: SOUTH 55° 54' 20" EAST, A DISTANCE OF 432.34 FEET TO THE MOST NORTHERLY CORNER OF TRACT "A", AS SHOWN ON THE PLAT OF BRANDON CHASE, AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT REFERRED TO AS REFERENCE POINT "B"; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID TRACT "A", SOUTH 34° 05' 15" WEST, A DISTANCE OF 131.51 FEET TO A POINT ON THE NORTH LINE OF LOT 1 AS SHOWN ON THE PLAT OF SAID BRANDON CHASE; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 89° 36' 31" WEST, A DISTANCE OF 405.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF LOTS 1 THROUGH 18 AS SHOWN ON THE PLAT OF SAID BRANDON CHASE AND LOTS 19 THROUGH 23 AS SHOWN ON THE PLAT OF BRANDON CHASE UNIT TWO, AS RECORDED IN PLAT BOOK 56, PAGE 13 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SOUTH 00° 10' 43" WEST, A DISTANCE OF 3,226.43 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE ALONG THE SOUTH LINE OF SAID LOT 23, SOUTH 89° 49' 17" EAST, A DISTANCE OF 325.00 FEET TO A POINT OF

CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'54" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45° 10' 43" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 39.28 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BRANDON CHASE DRIVE, A 50 FOOT RIGHT-OF-WAY; THENCE SOUTH ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BRANDON CHASE DRIVE; THENCE SOUTH 00° 10' 43" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'54" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44° 49' 17" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF LOT 24 OF SAID BRANDON CHASE UNIT TWO AN ARC LENGTH OF 39.28 FEET TO A POINT OF TANGENCY; THENCE ALONG THE NORTH LINE OF SAID LOT 24, NORTH 89° 49' 17" WEST, A DISTANCE OF 325.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 24; THENCE ALONG THE WEST LINES OF LOTS 24 THROUGH 26 OF SAID BRANDON CHASE UNIT TWO, SOUTH 00° 10' 43" WEST, A DISTANCE OF 678.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26, SAID POINT LYING ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 17358, PAGE 1190; THENCE WEST ALONG THE NORTH LINE OF OFFICIAL RECORDS BOOK 18992, PAGE 1210, OFFICIAL RECORDS BOOK 15464, PAGE 9, OFFICIAL RECORDS BOOK 17215, PAGE 220, OFFICIAL RECORDS BOOK 15464, PAGE 11 AND OFFICIAL RECORDS BOOK 11930, PAGE 2217, SOUTH 89° 25' 13" WEST, A DISTANCE OF 1,184.75 FEET TO THE SOUTHEAST CORNER OF LANDS CONVEYED TO JACKSONVILLE ELECTRIC AUTHORITY AS A JEA TRANSMISSION LINE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 20521, PAGE 526; THENCE NORTH 00° 25' 55" EAST WITH THE EASTERLY, LINE OF SAID JEA TRANSMISSION LINE PARCEL, THE EAST LINES OF LANDS DESCRIBED IN RIGHT-OF-WAY CLOSURE AND JEA EASEMENT AS DESCRIBED IN ORDINANCE NO. 2023-178-E, AND THE EAST LINES OF TRANSMISSION PARCEL CROSSING AREAS NO. 1 AND NO. 2 AS RECORDED IN OFFICIAL RECORDS BOOK 20893, PAGE 2295, ALL OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 3,949.70 FEET TO THE POINT OF BEGINNING. CONTAINING 116.09 ACRES, MORE OR LESS.

TOGETHER WITH FARM 60 AND A PORTION OF FARMS 44, 53, 54, 59 AND 60 LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILROAD, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2

FOR A POINT OF REFERENCE COMMENCE AT AFOREMENTIONED REFERENCE POINT "C"; THENCE WEST ALONG THE NORTH LINE OF OFFICIAL RECORDS BOOK 13037, PAGE 174 AND THE SOUTH LINE OF LOT NUMBER 44, SOUTH 89° 25' 06" WEST, A DISTANCE OF 196.84 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF OFFICIAL RECORDS BOOK 13037, PAGE 174 AND THE SOUTH LINE OF LOT NUMBER 44, 53 AND 60, SOUTH 89° 25' 06" WEST, A DISTANCE OF 1,688.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 10 AND COMMON CORNER OF OFFICIAL RECORD BOOK 13037, PAGE 174; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 10 AND AN EAST LINE OF OFFICIAL RECORDS BOOK 13037, PAGE 174, NORTH 00° 18' 06" WEST, A DISTANCE OF 1,322.37 FEET, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 13037, PAGE 174, SAID POINT LYING ON THE SOUTH LINE OF OFFICIAL RECORDS BOOK 18597, PAGE 1797; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE SOUTH LINE OF OFFICIAL RECORDS BOOK 18597, PAGE 1797, NORTH 89° 30' 02" EAST, A DISTANCE OF 559.13 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD; THENCE DEPARTING SOUTH LINE OF OFFICIAL RECORD BOOK 18597, PAGE 1797 AND ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID

NORFOLK SOUTHERN RAILROAD, SOUTH 40° 56' 14" EAST, A DISTANCE OF 1,734.23 FEET, TO THE POINT OF BEGINNING. CONTAINING 34.10 ACRES, MORE OR LESS.

LESS AND EXCEPT ANY PART LYING WITHIN ANY RECORDED ROAD RIGHT-OF-WAY OR LYING WITHIN THE NORFOLK SOUTHERN RAILROAD.

TOGETHER WITH A PORTION OF SAID FARM 49 LYING NORTHEASTERLY OF PLUMMER ROAD RIGHT OF WAY, SECTION 41, TOWNSHIP 1 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3

FOR A POINT OF REFERENCE COMMENCE AT AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTHEASTERLY ACROSS PLUMMER ROAD NORTH 45° 00' 54" EAST, A DISTANCE OF 71.23 FEET TO THE SOUTHEAST CORNER OF OFFICIAL RECORDS BOOK 19039, PAGE 1208 AND THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD; THENCE ALONG THE EASTERLY LINE OF SAID OFFICIAL RECORDS BOOK 19039, PAGE 1208, NORTH 45° 00' 54" EAST, A DISTANCE OF 241.41 FEET TO A POINT ON THE WEST LINE OF OFFICIAL RECORDS BOOK 3175, PAGE 595; THENCE ALONG THE WEST LINES OF OFFICIAL RECORDS BOOK 3175, PAGE 595 AND OFFICIAL RECORDS BOOK 18920, PAGE 1770, SOUTH 00° 23' 06" EAST, A DISTANCE OF 243.52 FEET TO THE SOUTHWEST CORNER THEREOF SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD, NORTH 67° 05' 14" WEST, A DISTANCE OF 187.15 FEET TO THE POINT OF BEGINNING. CONTAINING 0.48 ACRES, MORE OR LESS.

TOGETHER WITH A PORTION OF SAID FARM 40 AND FARM 25, SECTION 41, TOWNSHIP 1 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 4

FOR A POINT OF REFERENCE COMMENCE AT AFOREMENTIONED REFERENCE POINT "B"; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD, SOUTH 55° 54' 20" EAST, A DISTANCE OF 200.46 FEET TO THE POINT OF BEGINNING, THENCE WITH THE NORTHEASTERLY RIGHT OF WAY OF PLUMMER ROAD, SOUTH 55° 54' 20" EAST, A DISTANCE OF 17.13 FEET TO A POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1466.63 FEET, A CENTRAL ANGLE OF 22° 36' 54" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67° 12' 25" EAST, 575.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PLUMMER ROAD AN ARC LENGTH OF 578.89 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD, SOUTH 78° 30' 04" EAST, A DISTANCE OF 681.09 FEET, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, A 100 FOOT RIGHT-OF-WAY; THENCE DEPARTING SOUTHERLY RIGHT-OF-WAY LINE OF SAID PLUMMER ROAD SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, SOUTH 26° 22' 50" EAST, A DISTANCE OF 76.07 FEET TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 18439, PAGE 814; THENCE DEPARTING WESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 18439, PAGE 814 AND OFFICIAL RECORDS BOOK 18360, PAGE 2111, NORTH 78° 26' 53" WEST, A DISTANCE OF 728.16 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1544.15 FEET, A CENTRAL ANGLE OF 21° 27' 55" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67° 42' 55" WEST, 575.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF OFFICIAL RECORDS BOOK 18360, PAGE 2111 AN ARC LENGTH OF 578.50 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON

THE CENTERLINE OF A 60 FOOT UNRECORDED ROAD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID UNRECORDED ROAD, NORTH 00° 02' 21" WEST, A DISTANCE OF 72.42 TO THE POINT OF BEGINNING. CONTAINING 1.77 ACRES, MORE OR LESS.

TOGETHER WITH FARMS 3 TO 14, FARMS 18 TO 31 (LYING NORTH OF THE GEORGIA SOUTHERN AND FLORIDA RAILROAD), FARMS 37, 38, 43, 44, 53, 54, 59 AND 60, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 25 EAST; ALL ACCORDING TO THE DINSMORE COMPANY'S OFFICIAL MAP OF DINSMORE AND DINSMORE FARMS, PREPARED AUGUST 1933 UNDER DIRECTION OF ROBERT M. ANGUS, CIVIL ENGINEER, ALL IN DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 5

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 25 EAST OF SAID DUVAL COUNTY; THENCE NORTH 89° 04' 50" EAST WITH THE NORTH LINE OF SAID SECTION 11, THE SOUTH LINE OF OFFICIAL RECORDS BOOK 13508, PAGE 984 AND THE NORTH LINE OF LANDS DESCRIBED IN RIGHT-OF-WAY CLOSURE AND JEA EASEMENT AS DESCRIBED IN ORDINANCE NO. 2023-178-E OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 202.11 FEET TO THE NORTHEAST CORNER OF SAID RIGHT-OF-WAY CLOSURE; THENCE SOUTH 00° 25' 55" WEST WITH THE EAST LINE OF SAID RIGHT-OF-WAY CLOSURE, A DISTANCE OF 30.01 FEET TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY CLOSURE AND THE NORTHEAST CORNER OF A JEA TRANSMISSION LINE PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 20521, PAGE 526 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 04' 50" WEST WITH THE SOUTH LINE OF SAID RIGHT-OF-WAY CLOSURE AND THE NORTH LINE OF SAID JEA TRANSMISSION LINE PARCEL, A DISTANCE OF 150.04 FEET TO THE NORTHWEST CORNER OF SAID JEA TRANSMISSION LINE PARCEL; THENCE SOUTH 00° 25' 55" WEST WITH THE WEST LINE OF SAID JEA TRANSMISSION LINE PARCEL, A DISTANCE OF 1,488.64 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHWEST CORNER OF TRANSMISSION PARCEL CROSSING AREA NO. 2 AS RECORDED IN OFFICIAL RECORDS BOOK 20893, PAGE 2295 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 48' 42" EAST WITH THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 20893, PAGE 2295, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 25' 55" WEST WITH THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 20893, PAGE 2295, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89° 48' 42" WEST WITH THE SOUTH LINE THEREOF, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00° 25' 55" WEST WITH THE WEST LINE OF SAID JEA TRANSMISSION LINE PARCEL AS RECORDS IN OFFICIAL RECORDS BOOK 20521, PAGE 526, A DISTANCE OF 1,028.11 FEET TO THE NORTHWEST CORNER OF A RIGHT-OF-WAY CLOSURE AND JEA EASEMENT AS DESCRIBED IN ORDINANCE 2023-178-E OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89° 25' 45" EAST WITH THE NORTH LINE THEREOF, A DISTANCE OF 150.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 25' 55" WEST WITH THE EAST LINE THEREOF, A DISTANCE OF 60.01 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89° 25' 45" WEST WITH THE SOUTH LINE THEREOF, A DISTANCE OF 150.02 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00° 25' 55" WEST WITH THE WEST LINE OF SAID JEA TRANSMISSION LINE PARCEL, A DISTANCE OF 64.87 FEET TO THE NORTHWEST CORNER OF TRANSMISSION PARCEL CROSSING AREA NO. 1 AS RECORDED IN OFFICIAL RECORDS BOOK 20893, PAGE 2295 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 49' 17" EAST WITH NORTH LINE THEREOF, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 25' 55" WEST WITH THE EAST LINE THEREOF, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89° 49' 17" WEST WITH THE SOUTH LINE THEREOF, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00° 25' 55" WEST WITH THE WEST LINE OF SAID JEA TRANSMISSION LINE PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 20521, PAGE 526, A DISTANCE OF

1,167.18 FEET TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 17694, PAGE 2336; THENCE WITH THE NORTH LINE OF OFFICIAL RECORDS BOOK 17694, PAGE 2336, OFFICIAL RECORDS BOOK 15043, PAGE 1557, OFFICIAL RECORDS BOOK 6913, PAGE 557, SOUTH 89° 22' 25" WEST, A DISTANCE OF 1,323.99 FEET TO THE NORTHWEST CORNER OF OFFICIAL RECORD BOOK 6913, PAGE 557; THENCE ALONG THE WEST LINES OF OFFICIAL RECORDS BOOK 6913, PAGE 557, OFFICIAL RECORDS BOOK 11614, PAGE 1973 AND THE WESTERLY TERMINUS OF SYCAMORE LANE, SOUTH 00° 18' 17" EAST, A DISTANCE OF 661.23 FEET, TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 18248, PAGE 694; THENCE ALONG THE NORTH LINE OF OFFICIAL RECORDS BOOK 18248, PAGE 694, SOUTH 89° 21' 40" WEST, A DISTANCE OF 402.01 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAILROAD; THENCE NORTHWEST ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD AND THE SOUTHWEST LINE OF OFFICIAL RECORDS BOOK 6508, PAGE 1628 LYING NORTH OF SAID NORFOLK SOUTHERN RAILROAD, NORTH 40° 54' 59" WEST, A DISTANCE OF 1418.80 FEET TO A POINT IN THE WESTERLY LINE OF LOT NUMBER 30 AND THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE EAST LINE OF OFFICIAL RECORD BOOK 13037, PAGE 174; THENCE DEPARTING NORTHEAST RIGHT-OF-WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD, NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE EAST LINE OF OFFICIAL RECORDS BOOK 13037, PAGE 174, NORTH 00° 15' 29" WEST, A DISTANCE OF 902.17 FEET, TO THE CENTERLINE OF A 60 FOOT UNRECORDED ROAD, THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 13037, PAGE 174; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 13037, PAGE 174 AND THE SOUTH LINE OF LOTS NUMBERED 37 AND 44, SOUTH 89° 25' 06" WEST, A DISTANCE OF 771.14 FEET, TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD, SAID POINT REFERRED TO AS REFERENCE POINT "C"; THENCE NORTHWEST ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID NORFOLK SOUTHERN RAILROAD AND THE SOUTHWEST LINE OF OFFICIAL RECORDS BOOK 6508, PAGE 1628 LYING NORTH OF SAID NORFOLK SOUTHERN RAILROAD, NORTH 40° 56' 14" WEST, A DISTANCE OF 1,733.86 FEET, TO THE NORTH LINE OF LOT NUMBER 54, THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND TO ITS INTERSECTION WITH THE SOUTH LINE OF OFFICIAL RECORDS BOOK 18597, PAGE 1797; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 18597, PAGE 1797, NORTH 89° 30' 02" EAST, A DISTANCE OF 1,901.31 FEET, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE SOUTHWEST CORNER OF LOT NUMBER 26; THENCE NORTH ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 18597, PAGE 1997, NORTH 00° 15' 29" WEST, A DISTANCE OF 1,318.69 FEET, TO A POINT ON THE NORTH LINE OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 25 EAST, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10 AND THE SOUTH LINE OF OFFICIAL RECORDS BOOK 18884, PAGE 1268; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 10 AND THE SOUTH LINES OF OFFICIAL RECORDS BOOK 18884, PAGE 1268, OFFICIAL RECORDS BOOK 7972, PAGE 1471 AND OFFICIAL RECORDS BOOK 8632, PAGE 2236, NORTH 89° 38' 33" EAST, A DISTANCE OF 2,645.33 FEET, TO THE POINT OF BEGINNING. CONTAINING 292.50 ACRES, MORE OR LESS.

TOTAL LANDS DESCRIBED CONTAIN 444.94 ACRES, MORE OR LESS.

EXHIBIT B

ARTICLES OF INCORPORATION

**Electronic Articles of Incorporation
For**

N24000007407
FILED
June 18, 2024
Sec. Of State
tscott

KINGS PRESERVE HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

KINGS PRESERVE HOMEOWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

1000 RIVERSIDE AVE.
SUITE 600
JACKSONVILLE, FL. 32204

The mailing address of the corporation is:

1000 RIVERSIDE AVE.
SUITE 600
JACKSONVILLE, FL. 32204

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE FOR THE OPERATION, MAINTENANCE AND
ADMINISTRATION OF THE COMMON AREAS AND PROPERTY AND TO
EXERCISE ALL POWERS, DUTIES AND OBLIGATIONS OF THE
ASSOCIATION DESCRIBED IN THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

GEORGE LEONE
1000 RIVERSIDE AVE.
SUITE 600
JACKSONVILLE, FL. 32204

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: GEORGE LEONE

N24000007407
FILED
June 18, 2024
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

CHRISTIAN ALLEN
1000 RIVERSIDE AVE
SUITE 600
JACKSONVILLE, FL 32204

Electronic Signature of Incorporator: CHRISTIAN ALLEN

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P, D
CHRISTIAN ALLEN
1000 RIVERSIDE AVE., SUITE 600
JACKSONVILLE, FL. 32204

Title: VP,D
GEORGE LEONE
1000 RIVERSIDE AVE., SUITE 600
JACKSONVILLE, FL. 32204

Title: TSD
MICHAEL O'NEAL
1000 RIVERSIDE AVE, SUITE 600
JACKSONVILLE, FL. 32204

Article VIII

The effective date for this corporation shall be:

06/13/2024

EXHIBIT C

BYLAWS

**BYLAWS
OF
KINGS PRESERVE HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

**ARTICLE I
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for Kings Preserve.

**ARTICLE II
BOOKS AND PAPERS**

The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

**ARTICLE III
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article V of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

**ARTICLE IV
BOARD OF DIRECTORS**

4.1 Except as provided in this Article, until Turnover, Developer shall have the unilateral right to appoint all directors. However, members other than the Developer shall have the right to elect one Director once fifty percent (50%) of all Lots in all phases of the community which will ultimately be operated by the Association have been conveyed to members other than the Developer or Builders. After Turnover, and for so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Association, Developer shall be entitled to appoint one (1) Director.

4.2 Each director elected at the Turnover meeting shall serve until the first annual meeting of the members following the Turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the Turnover meeting. The terms thereafter shall be staggered. After the Turnover in accordance with Section 720.307, Florida Statutes (2023), the Directors of the Association shall be elected at the annual meeting of the members except as otherwise specified herein and in the Articles of Incorporation. The election shall be decided by a plurality of votes cast either by members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting, provided at least a

quorum of the total voting interests of the Association cast a ballot.

At the first election after Turnover, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years. To establish the staggered terms as set forth above, the candidate with the highest number of votes will fill the three (3) year term, the candidate with the next highest number of votes will fill the two (2) year term, and the candidate with the next highest number of votes will fill the one (1) year term. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. In any situation in which the terms of Directors cannot be determined or established, or if the staggered terms of Directors become displaced, because of a tie vote or otherwise, the terms of any Directors shall be determined by lot, such as by drawing straws.

4.3 Election Process.

a) **Nomination.** Any member or other eligible person who desires to be a candidate for the Board must give written notice to the Association not fewer than forty (40) days before a scheduled election. Nominations from the floor at the annual meeting are prohibited.

b) **Election.** The Board shall be elected by written ballot. Not fewer than sixty (60) days before a scheduled election, the Association shall mail or deliver a first notice of the date of election to each member entitled to vote. Any member or other eligible person who desires to be a candidate for the Board must give written notice to the Association not fewer than forty (40) days before a scheduled election. The Association shall thereafter mail or deliver a second notice of the election to all members entitled to vote, together with a written notice, agenda, and a ballot which shall list all eligible candidates in alphabetical order, at least fourteen (14) days before the scheduled election. Elections shall be decided by a plurality of ballots cast. There shall be no quorum requirement for an election to be valid; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election for the Board. Ballots may be submitted by mail in advance of the meeting at which the election is scheduled to occur and may also be personally cast at the election until last call for ballots. Ballots may be cast in a manner to preserve anonymity using a two-envelope system in which the ballot is placed in an inner, blank envelope and the blank envelope containing the ballot is placed in an outer envelope bearing the Lot address and signature of the member or person identified in a Voting Certificate who has the authority to cast the Voting Interest attributable to the Lot.

Ballots cast in advance by members who are not in attendance at the meeting must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the member, the Lot or parcel for which the vote is being cast, and the signature of the Lot or parcel Owner casting that ballot. If the eligibility of the member to vote is confirmed and no other ballot has been submitted for that Lot or parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Lot or parcel, the ballots for that Lot or parcel shall be disqualified. Any vote by ballot

received after the closing of the balloting may not be considered.

There shall be no cumulative voting, and no member shall permit any other person to vote his or her ballot (i.e., proxies are not permitted for voting for the election of Directors). Any improperly cast ballots will be deemed invalid.

c) Candidate Information Sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not fewer than forty (40) days before the election to be included with the mailing of the ballot. The costs associated with the copying, mailing, and delivery shall be borne by the Association.

d) Assistance for Disability. Any member who needs assistance in casting a ballot for reasons related to a blindness, an inability to read or write, or other disability may obtain assistance in casting his or her ballot.

e) Election Not Required. An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. If an election is not required per this Section, the candidates shall take office upon the adjournment of the meeting at which the election was scheduled to be conducted regardless of whether a quorum was attained.

f) Tie Breaker. If two or more candidates for the same position receive the same number of votes, which would result in one or more candidates not serving or serving a lesser period of time and neither candidate agrees to set aside, the tie shall be broken by a coin toss at the meeting at which the election was held.

4.4 Any director (other than a director designated by the Developer) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

4.5 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.6 Subject to the provisions of Section 4.8 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.7 Subject to the provisions of Section 4.8 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.8 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, or as otherwise authorized by Chapter 720, Florida Statutes (2023), regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Notices of all Board meetings must specifically identify agenda items for the meeting.

Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

4.9 Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer resigns, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.10 Directors may not vote by proxy or secret ballot; provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association.

4.11 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

4.12 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

4.13 If 20 percent of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board,

but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all members 14 days' notice of the meeting at which the petitioned item shall be addressed. Each member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

ARTICLE V RECALL OF DIRECTORS

Subject to the provisions of Section 720.307, Florida Statutes (2023), regarding transition of Association control, any member of the Board of Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303 (10), Florida Statutes (2023).

ARTICLE VI OFFICERS

6.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

6.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

6.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

6.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

**ARTICLE VII
MEETINGS OF MEMBERS & VOTING**

7.1 The regular annual meeting of the members shall be held each year at such date, time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

7.2 Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the members who have a right to vote 10 percent of all the votes of the entire membership, or who have a right to vote 10 percent of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

7.3 Notice may be given to the members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, or by electronic transmission as authorized by the members, to the addresses appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted; provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

7.4 Notice of specific meetings may be waived before or after the meeting. The attendance of any Member or by any person authorized to vote on behalf of any Member shall constitute a waiver of such Member's notice of meeting, except when the purpose for his or her attendance is to object to the transaction of business because the meeting was not lawfully called.

7.5 The presence in person or by proxy at the meeting of members entitled to cast at least 30 percent of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting, present in person or by proxy, at which a quorum is present.

7.6 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

7.7 In any meeting of members, the members shall be entitled to cast one (1) vote for each Lot owned. The vote of a Lot shall not be divisible.

7.8 The Association may conduct elections and other membership votes through an internet-based online voting system if a member consents, in writing, to online voting and the

requirements of the Homeowners' Association Act are satisfied.

7.9 Any Owner may tape record or videotape meetings of the members, subject, however, to the rules established from time to time by the Board regarding such tapings.

7.10 Except when specifically or impliedly waived by the chairman of a meeting (either of members or Directors), Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

**ARTICLE VIII
AMENDMENTS**

8.1 These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of two-thirds (2/3^{rds}) of the votes of the Directors, provided that the notice to the Association's members of the meeting discloses the information that the amendment of the Bylaws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding-(but subject to the rights of Builders described in the Association Documents), the Developer shall have the absolute right to amend these Bylaws and the Articles of Incorporation prior to the Turnover. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of a Builder or any portion of the Property owned by a Builder, unless such amendment receives the prior written consent of such affected Builder.

8.2 In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE IX
OFFICIAL RECORDS**

9.1 From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;

- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Owners, their mailing addresses and Lot or Unit identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one (1) year;
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
- (l) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
 - (i) Accurate, itemized and detailed records for all receipts and expenditures;
 - (ii) A current account and a periodic statement of the account for each member of the Association, designating the name and current address of each member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
 - (iii) All tax returns, financial statements and financial records of the Association; and
 - (iv) Any other records that identify, measure, record or communicate financial information.

9.2 Notwithstanding the provisions of this paragraph, the following records shall not be accessible to members or Unit Owners:

- (1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for

adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(2) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.

(3) Disciplinary, health, insurance, and personnel records of the Association's employees.

(4) Medical records of Unit Owners or community residents.

9.3 The Association or its agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the Association other than information or documents required by Chapter 720, Florida Statutes, to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed the maximum allowable by law, plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

**ARTICLE X
BOOKS AND PAPERS; FISCAL YEAR;
MINUTES; BUDGETS; FINANCIAL REPORTS**

10.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association member or the authorized agent(s) of such member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, but may not impose a requirement that a Unit Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Unit Owner's right to inspect records to less than one 8-hour business day per month. The Association may charge a reasonable charge per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Unit Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to members and prospective members and may charge only its actual costs for reproducing and furnishing these documents.

10.2 The fiscal year of the Association shall be the 12-month period commencing January 1st and terminating December 31st of each year.

10.3 Minutes of all meetings of the members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

10.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the member.

10.5 Financial reports shall be prepared and delivered consistent with the requirements of Section 720.303 (6) and (7), Florida Statutes, as amended from time to time.

**ARTICLE XI
CONTRACTS**


All contracts as further described in this section or any contract that is not to be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten (10) percent of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, engineering, and landscape architect services are not subject to the provisions of this section.

**ARTICLE XII
DISCLOSURE**

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes.

The foregoing Bylaws of KINGS PRESERVE HOMEOWNERS ASSOCIATION, INC. were adopted at the first meeting of the Board of Directors on the 13 day of June, 2024.

KINGS PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Print Name: Christian Allen
Title: President