

Prepared By and Return To:  
Matovina & Company  
12443 San Jose Blvd, Ste 504  
Jacksonville, FL 32223

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
LIBERTY SQUARE TOWNHOMES**

THIS DECLARATION, made on the date hereinafter set forth by Patriot Ridge, LLP, hereinafter referred to as Developer.

WITNESSETH:

Developer is the owner of the property in Duval County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") and desires to develop the Property as a planned townhouse residential community.

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

**ARTICLE I  
Definitions**

1. "Access Area" shall mean and refer to that portion of each Lot which surrounds the exterior of the Dwelling Unit.
2. "Adjacent Lot" shall mean and refer to that Lot or Lots immediately to either side of another Lot.
3. "Articles" means the Articles of Incorporation of the Association.
4. "Association" means Liberty Square Townhomes Owners Association, Inc., Florida corporation not-for-profit, its successors and assigns. The association is not a condominium association.
5. "Board" or "Board of Directors" means the Board of Directors of the Association.

6. "Building" shall mean and refer to a building in Liberty Square Townhomes containing two or more attached Residential Dwelling Units sharing Party Walls and a common roof.

7. "Bylaws" mean the Bylaws of the Association.

8. "Committed Property" or "Property" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof and any additional property ("Additional Property") hereafter made subject to this Declaration by the Declarant in accordance with the provisions of this Declaration.

9. "Common Area" or "Common Property" means all real property (including the improvements thereon) described on the attached Exhibit "B".

10. "Declarant" means Developer, its successors and assigns with respect to the Property and any Owner who acquires an interest in more than one Residential Lot for the purpose of the development of the Property or the construction of Residential Dwelling Units.

11. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.

12. "FHA" means the Federal Housing Administration and its successors and assigns.

13. "Initial Maximum Annual Assessment" shall be the annual assessment for the calendar year during which the first Residential Lot is conveyed to an Owner which shall not exceed \$1725.00.

14. "Initial Property Owner" shall mean and refer to Liberty Square (FL) Owner II LLC, a Delaware limited liability company, and its successors and assigns that own more than one Residential Dwelling Unit.

15. "Landscape Easement" shall mean and refer to those areas located on a Lot lying outside the Residential Dwelling Unit on such Lot. All Landscape Easements shall be maintained by the Association, with such maintenance constituting a portion of the common expenses.

16. "Lot" or "Residential Lot" means any platted lot, whether improved or unimproved, intended for the construction of a Dwelling Unit and located within the Committed Property.

17. Intentionally Omitted.

18. Intentionally Omitted.

19. Intentionally Omitted.

20. "Mortgagee" or "Institutional Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.

21. "Owner" or "Lot Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

22. "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining structure, situate or intended to be situate on the boundary line between adjoining Lots.

23. "Residential Dwelling Unit" or "Dwelling Unit" means any part of the Property which has been improved for use as a townhouse dwelling, including, without limitation, any townhouse dwelling which is substantially completed.

24. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.

26. "Sprinkler System" shall mean the irrigation system on the Lots and Common Areas designed to serve as the irrigation system for the entire development. No portion of the Sprinkler System shall be conveyed to any Owner, but such Sprinkler System shall be owned by the Association.

27. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

28. "VA" means the Veterans Administration and its successors and assigns.

ARTICLE II  
Membership and Voting Rights

1. Right to Membership. Every Owner of a Residential Lot which is subject to the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

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

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) Three (3) months after ninety percent (90%) of the Lots in the Property have been conveyed to Class A Members;

(2) Twenty (20) years from the date of recording this Declaration;

(3) Such earlier date as Developer, in its sole discretion, may determine in writing.

3. Multiple Owners. When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE III  
Maintenance

1. Maintenance of Common Areas. The Association shall at all times maintain in good repair, operate, manage, insure and replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, any courtyards, lawns, fences, recreational facilities, landscaping, and Sprinkler Systems, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members.

2. Lot Maintenance.

(a) Association.

(1) The Association, through action of its Board of Directors, shall provide exterior maintenance at its expense upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, and exterior building surfaces, including wood trim, all as originally installed by Declarant or Initial Property Owner or its agents. The Association shall be responsible for the painting or staining of any garage door as required but shall not be responsible for the maintenance of any mechanical component of any

garage door or any garage door opener, such maintenance being the responsibility of the Lot Owner.

(2) The Association, through action of its Board of Directors, shall be obligated to maintain in good repair and replace as necessary that part of the fences, landscaping, trees, shrubs, grass, Sprinkler Systems, driveways, sidewalks, and other exterior improvements situated on each Lot and outside each Residential Dwelling Unit, all as originally installed for such Residential Dwelling Unit. The Association shall not be responsible for the repair of any paving on a Lot which has been damaged as a result of oil, transmission fluid or other substances leaking onto any paving through the neglect of the Owner or occupant of the Lot on which such paving is located or for any repairs which are the result of the neglect of the Owner or occupant of the Lot, including repairs to the Sprinkler System. Such repairs, if undertaken by the Association, shall be billed as a Special Assessment against the Lot on which such repairs are performed.

(3) The Association shall maintain and water all landscaping and grass installed as part of the original construction of each Residential Dwelling Unit or such other landscaping and grass otherwise approved by the Board. All other landscaping and grass shall be maintained by the Owner who installed such landscaping and grass (or a successor Owner). The timing and frequency of the watering provided by the Association shall be determined by the Board.

(4) The Association shall provide annual treatment for termites for each Residential Dwelling Unit, including a termite bond, as determined by the Board.

(5) Intentionally Omitted.

(6) The Association shall not maintain any other portion of the platted Lot and improvements thereon, except as set forth in this Declaration.

(b) Lot Owner. The Lot Owner is responsible to maintain and repair everything on the Lot, including but not limited to, the Residential Dwelling Unit and any other improvements, except for items which the Association is required to maintain, as specifically provided in the paragraph above. The Lot Owner shall be responsible for;

i. The maintenance, repair and replacement, if applicable, of water and sanitary sewer lateral pipes servicing their Residential Dwelling Units, which laterals extend from the applicable water and sewer main to the Residential Dwelling Units, notwithstanding that a portion of such lateral may be located within the Common Area.

ii. The maintenance, repair and replacement of the air- conditioning and heating system and appurtenances thereto, servicing the Residential Dwelling Unit and improvements located on his Lot and any other portion of the air-conditioning and heating system or appurtenances thereto servicing his Residential Dwelling Unit which may be located on the Common Area.

iii. The maintenance of all screening, glass, and all doors, windows or other openings in the exterior of the Residential Dwelling Unit.

3. Assessments. All expenses for maintenance performed by the Association pursuant to this section shall be paid for by the Association through assessments imposed by the Board of Directors in accordance with Article IV. Unless otherwise provided in this Declaration, such assessments shall be imposed against all Lots equally except any special assessments imposed on an Owner as provided for by Article III.2.(a).(2) and Article IV.4 shall be imposed solely against such Owner's Lot. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

#### ARTICLE IV Covenant of Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments including, but not limited to, monthly fees with respect to each service provided, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in Liberty Square Townhomes and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of the Common Areas and of the Lots situated upon the Committed Property, including, without limiting the foregoing, the payment of taxes (if any), insurance, repair, replacement, maintenance, additions, and the cost of labor, equipment, materials, utilities, services, management and supervision, as well as any other costs set forth in this Declaration for which the Association is responsible.

3. Maximum Annual Assessment.

(a) During the calendar year when the first Residential Lot is conveyed to an Owner, the maximum annual assessment shall be the Initial Maximum Annual Assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board shall fix the annual assessment at an amount not in excess of the maximum.

(e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board reasonably deems prudent for the operation of the Association and may also include in the common expenses a bad debt reserve for uncollectible annual and special assessments

(f) Each Owner shall be required to make a one-time working capital contribution to the Association in the amount of \$200.00 per Dwelling Unit. This working capital contribution shall be due and payable to the Association at the time of the initial closing of a Lot, except for the sale of a Lot to a builder for purposes of constructing a Dwelling Unit intended to be sold to an ultimate purchaser. For such a sale, the working capital contribution shall be due and payable at the time of the initial closing of the Dwelling Unit.

4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided.

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Declarant shall not be required to pay annual or special assessments on any Residential Lot owned by Declarant until such time as such Residential Lot has been conveyed to an Owner provided however, in the event that Declarant is a Class B member or is otherwise in control of the Association, no less frequently than monthly, Declarant

shall pay an amount equal to the difference between the operating expenses incurred by the Association and the assessments receivable from other members and other income of the Association for each month.

7. **Date of Commencement of Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Residential Lots conveyed to an Owner on the first day of the month following the conveyance of the first Residential Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be payable at the times and in the manner determined by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.

8. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid by its due date shall be subject to a late charge not to exceed the greater of \$25.00 or five percent (5%) of the amount of each payment due and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of such Owner's Residential Lot. The Board may suspend the voting rights of a member during any period in which such member shall be in default of any assessment levied by the Association.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment.

## ARTICLE V Common Structural Elements

1. **Definition.** Each Building contains or shall contain certain elements, features or parts which are structural elements of the Building or of more than one Dwelling Unit (such elements, features, or parts being hereinafter referred to as "Common Structural Elements"). The Common Structural Elements of each Building shall include the following:

(a) **Party Walls.** All division walls between two (2) Residential Dwelling Units beginning at the unfinished surface of each side of such wall (hereinafter referred to as

“Party Walls”) located upon a Property Line between two (2) Residential Dwelling Units, provided that the mere fact such a division wall between two (2) Residential Dwelling Units is found not to be on a Property Line shall not preclude such division wall from being a Party Wall.

(b) Common Roof. The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, (the roof covering, roof trim and roof drainage fixtures), all of which are collectively referred to herein as the “Roofing”. Should the Roofing or part thereof or the roof covering, trim or drainage fixtures extend beyond the Building, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Roofing as same shall be constructed are hereby imposed.

(c) Foundation. The entire concrete floor slab or wood floor system, if used in lieu thereof, and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the “Foundation”. Should the Foundation or part thereof extend beyond the Building, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Foundation as same shall be constructed are hereby imposed.

(d) Conduit Lines. Electric conduit lines and any other pipes or conduits which cross one or more Lots and/or any Common Area to serve an Owner’s Lot or Residential Dwelling Unit.

(e) Sanitary Sewer Laterals. The sanitary sewer laterals extending from the point of connection of each Building to JEA’s sanitary sewer system to each Residential Dwelling Unit.

2. General. Each Owner shall own that portion of the Party Wall which stands on his own Lot. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Wall which is built by Declarant as part of the original construction of the Residential Dwelling Units upon the Lots and any replacement thereof.

If any portion of any structure, as originally constructed by Declarant or its designee including any Party Wall, shall protrude over two (2) adjoining Lots, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any structures or Party Walls, if same are constructed in conformance with the original structure or Party Wall. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

3. Sharing Maintenance or Repair. The costs of reasonable repair and maintenance of Common Structural Elements shall be shared equally by the Owners who make use of the

elements in proportion to such use, except as otherwise provided herein. Such costs shall not be an expense to be paid by the Association.

4. Destruction by Fire or Other Casualty. In the event of damage or destruction of Common Structural Elements from any cause whatsoever, other than the negligence or willful misconduct of either Owner thereto, the Owners thereof shall, at their joint expense, repair or rebuild said Common Structural Elements in accordance with the requirements of Article X, Section 2.(a)(iv) of this Declaration, and each such Owner, his successors and assigns, shall have the right to full use as herein contained of said Common Structural Elements so repaired or rebuilt. If damage or destruction is a result of one Owner's negligence or willful misconduct, that party shall be responsible for the total repair and replacement in a timely fashion. If either Owner fails to pay his share of repair or replacement, as aforesaid, then the other Owner shall have such Common Structural Elements repaired or reconstructed and shall be entitled to file in the Public Records of Duval County a claim of lien on the premises of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. An Owner shall have the right to foreclose said claim of lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a mechanic's lien; provided, however, said claim of lien shall be filed within ninety (90) days from date repairs or replacements were made to the Party Wall, and suit thereon shall be commenced no later than one (1) year from date such lien is filed. If either or both Owners shall give or shall have given a mortgage or mortgages upon his property to an Institutional Mortgagee, then such Institutional Mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Institutional Mortgagee for repairs hereunder and not reimbursed to said Institutional Mortgagee by the Owners. Notwithstanding the foregoing, with respect to the Property or any portion thereof or any Lot or Dwelling Unit located thereupon that is subject to a mortgage, all related liens (whether statutory, contractual or otherwise) placed for any unpaid amounts towards such defaulting Owner's share of the repair or replacement costs shall be subordinate to the lien of the mortgage on the Property or any portion thereof or any Lot or Dwelling Unit located thereon, as applicable.

5. Easements for Repairs. If repairs or reconstruction to the Common Structural Elements shall be necessary, the Owner of the Lot requiring such repairs or reconstruction is hereby granted an easement on or into any other Lot or Residential Dwelling Unit or Common Area for purposes of making the necessary repairs or reconstruction, provided that such repairs or reconstruction are undertaken in a timely and workmanlike manner.

6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7. Weather Proofing. Notwithstanding other provisions of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary repair and protection against such elements.

8. Arbitration. In the event of any dispute arising concerning Common Structural Elements, or under the provisions of this Article, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all of the arbiters shall be final and conclusive of the questions involved.

9. Alterations. The Owner of a Residential Dwelling Unit sharing a Party Wall with an adjoining Residential Dwelling Unit shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall.

10. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements shall perpetually exist in favor of the Association, the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Residential Dwelling Units and Common Structural Elements within any of the Buildings.

#### ARTICLE VI Architectural Control

1. Design Criteria. It is the Declarant's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the Property. The Residential Dwelling Units constructed or to be constructed on the Property have been or will be designed to be compatible with each other and to establish a level of construction standards. No Owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control Committee of the Association (hereinafter referred to as the "ARC").

2. Change in Buildings. Neither the Association nor any Owner shall make or permit any structural modification or alteration of any Building except with the prior written consent of the Architectural Review Committee, or its successor, and all Institutional Mortgagees holding a mortgage on a Dwelling Unit within said Building. Consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other Dwelling Units. No Building shall be demolished or removed without the prior written consent of all Owners of all other Dwelling Units within such Building and of all Institutional Mortgagees holding a mortgage on a Dwelling Unit within said Building.

3. Damage to Buildings. If a Dwelling Unit is damaged, through an act of God or other casualty, then the Owner shall promptly cause his Dwelling Unit to be repaired and rebuilt substantially in accordance with the architectural plans and specifications used for the original construction of such Dwelling Unit. It shall be the duty of the Association to enforce such repair or rebuilding of the Dwelling Unit to comply with this responsibility in accordance with Article X herein below. To accomplish the requirements of this Section, each Owner shall insure his Dwelling Unit at the highest insurable value, including, but not limited to, full replacement value of the premises, in accordance with Article X below.

4. Antenna. No television, radio, electronic or other type antenna or satellite dish may be erected on the Committed Property or attached to any Dwelling Unit thereon without prior approval of the Architectural Review Committee.

5. Exterior Appearances and Landscaping. The paint, coating, stain, and other exterior finishing colors on all buildings shall be maintained by the Owners as originally installed by the Declarant, unless prior approval for any change is obtained from the Architectural Review Committee. Furthermore, prior approval shall be required if any Owner wishes to paint, varnish, stain or make any application to exterior trellises or wood treatment. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained by the Association as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the Architectural Review Committee. Neither aluminum foil, paper, nor anything which the Architectural Review Committee deems objectionable, may be placed on windows or glass doors.

All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

6. Outdoor Drying and Laundry. No clothing, laundry or wash shall be aired or dried on any portion of any Lot or Common Area. No garments, rugs, etc., shall be hung from windows or doorways of Dwelling Units, and no clotheslines or similar type structure shall be permitted on any Lot.

7. Fences. Fences are not allowed, with the exception of fencing initially constructed by Declarant on a Common Area.

8. Risks. No Owner shall permit or suffer anything to be done or kept in his Dwelling Unit or upon his Lot which will increase the rate of insurance to other Owners or as to their Lots or to the Association with respect to the Common Areas.

9. Parking Spaces. Each Owner shall have the exclusive right to use the driveway and paved portions of the Owner's Lot for parking and shall not park on any unpaved areas or on any Common Area/road that is not specifically designated for parking. Any parking spaces located on the Committed Property, but not on a Residential Lot, will not be assigned, but shall be for the common use and benefit of Owners, their guests and invitees, subject to the right of the Board to adopt regulations concerning the use of such spaces.

Declarant shall have the right to use any such unassigned spaces for parking by prospective purchasers and such other parties as Declarant, in its sole discretion, deems advisable.

All parking spaces, including the driveway and paved portion of each Lot, shall be maintained by the Association.

10. Basketball Boards. Basketball boards are prohibited, whether attached to the Dwelling Unit or free-standing.

11. Skateboard Ramps. Skateboard ramps are prohibited on any Lot or Common Area.
12. Flagpoles. All flagpole structures and their locations must be approved by the Architectural Review Committee prior to construction and/or installation of same.
13. Decorative Items. The use of decorative items, including, but not limited to, statues, gates, rocks, planters, bird baths and other ornamental accessories are prohibited, unless the Architectural Review Committee has given written permission for their installation prior to use, installation or construction.
14. Lighting. All exterior lighting, including, but not limited to, walkway, driveway, accent, or Common Area, must be approved by the Architectural Review Committee prior to construction or installation.
15. Businesses. No trade, business, professional office, or any other type of commercial activity shall be conducted on any portion of the Committed Property, including any Dwelling Unit. In no event shall the foregoing restrict traditional "work from home" arrangements. Further, this restriction shall not prohibit the Declarant and its assigns from operating sales models and/or a sales and leasing office on any portion of the Committed Property or Common Area.
16. Wells, Mining, Drilling and Excavation. No wells, mining, drilling or excavation of any type, except for such excavation as may be necessary for construction of Dwelling Units and Common Areas, shall be permitted on any portion of the Committed Property. No Owner of any Dwelling Unit shall draw water from any water body on or adjacent to any of the Committed Property.
17. Temporary and Accessory Structures. No accessory building or structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle shall be permitted on any Lot or Common Areas at any time or used as living quarters or for storage at any time, either temporarily or permanently, except as permitted by the Architectural Review Committee. No gas tank, gas container, or gas cylinder serving a Dwelling Unit shall be permitted to be placed on or about the outside of any Dwelling Unit or any ancillary building. This restriction shall not apply to propane gas grills used for cooking.
18. Signs. No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.
19. Pets. No animals or birds shall be kept on the Property for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such Lot without the prior written approval of the Board. If, in the opinion of the Board, any animal becomes dangerous or an annoyance or destructive of wildlife, the Association

shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

20. **Garbage and Trash.** No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated by the Association for such purposes. All equipment for storage or disposal of such material shall be kept clean and in sanitary condition and shall be kept hidden from view, excluding respective pickup days.

21. **Violations.** In the event of a violation of this Declaration, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record, and if said violation shall continue for a period of seven (7) days from the receipt of the written notice, the Owner may be assessed an amount up to \$25.00 per day, per violation. This assessment shall be considered in the same manner as hereinbefore provided for regular assessments and those sections providing for the recording of the assessment lien, enforcement and collection shall also apply.

22. **Declarant Rights.** Notwithstanding any other provision in this Declaration, Declarant is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot. This section is intended to provide Declarant with the broadest authority and power to transact and implement its business, and such activities shall be free and clear of any restrictions contained in this Declaration which would impede such activities. Declarant shall have the right to transact any business necessary to consummate sales and leases of said Lots, temporary uses for model homes, parking lots and/or sales offices, maintain signs, have employees in the office, use the Common Areas and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of Declarant or its assigns.

23. **Provisions Inoperative as to Declarant.** Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Residential Dwelling Units by Declarant shall not be subject to review and approval by the ARC.

24. **Amendments or Additional Restrictions.** Declarant shall have the right to:

(a) Amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) Amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development, FHA or VA;

(c) Amend these covenants and restrictions for the purposes of curing any ambiguity or inconsistency between the provisions contained herein;

(d) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed which do not lower the standards of the covenants and restrictions contained herein;

(e) Release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.

25. Declarant acknowledges that the Initial Property Owner is purchasing the Property to construct residential single family build-to-rent units. In consideration of the foregoing, Declarant, the Association, the Board and Owners will not amend any provision of this Declaration, including this Section 25, and/or any related documents or impose rules or regulations hereunder, that would directly or indirectly affect Initial Property Owner's leasing of any Lot or Dwelling Unit on the Property for residential purposes or the right of the Initial Property Owner to operate leasing office, without the prior written consent of the Initial Property Owner. All leases entered into by the Initial Property Owner shall be in writing and shall have terms of no less than six (6) months.

26. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the recorded plat for the Property and the five (5) foot strip of land at the rear and the sides of each Residential Lot (except that such easement shall not prevent the construction of a Residential Dwelling Unit or its driveway) to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage swales, sewer mains and other suitable equipment for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to such privileges, rights and easements. No structure, pavement or other improvement shall be erected on any part of any easement except by Declarant and, in the event any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by the Declarant or the Association at the cost of the Owner of such Residential Lot upon which such easement and improvement are located.

#### ARTICLE VII Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and the tenants and occupants of the Units. There shall be no obstruction or

alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without the prior written consent of the Board.

2. Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.

3. Nuisances. No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof as hereinafter provided.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.

#### ARTICLE VIII Easements

1. Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer and water lines and other public conveniences or utilities on, in and over the Common Areas.

2. Drainage Easements. Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainage swales for surface waters and establish easements therefore wherever and whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements on the Property unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, the existing drainage system shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

3. Additional Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. Telecommunications Easement. In order to make available to Owners state of the art telecommunication facilities and services, Declarant hereby reserves for itself and its assigns an exclusive Communications Easement over the Common Areas. The Association acknowledges the Communication Easement and its applicability to Common Areas now existing and which may be established from time to time.

5. Encroachments. Declarant may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the community.

6. Landscape Easement. A Landscape Easement is hereby reserved for the Association over the Access Areas for the Association to perform its maintenance responsibilities pursuant to Article III, 2. In addition, the Association is hereby granted an easement over the exterior of each Dwelling Unit to perform its maintenance responsibilities pursuant to that Article.

ARTICLE IX  
Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of the assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains due but unpaid for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

ARTICLE X  
Insurance

1. Common Areas.

(a) General Liability. The Association, by action of its Board of Directors, shall maintain public liability insurance, to the extent obtainable, covering the Association and each Owner, lessee and occupant, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Areas.

(b) Additional Insurance. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance:

- (i) Vandalism and malicious mischief endorsements, insuring the Common Areas; and,
- (ii) Worker's compensation insurance, if required by law; and,
- (iii) Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property.

(c) Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid either to the Association or to an insurance trustee as the Association shall determine at the time. An "Insurance Trustee" shall be any bank or trust company or other corporate trustee authorized for and doing business in Florida, as designated by the Board of Directors of the Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance trust agreement to be executed by the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

(d) Payment of Premiums. The Board of Directors shall collect and pay the premiums for insurance as a part of the expenses to be paid by the Association. Expenses of any Insurance Trustee appointed shall be paid by means of special assessment by the Board.

(e) Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of a Building or a Common Area, the Association and the Owners shall use insurance proceeds to repair, replace and rebuild the damage caused by casualty loss. Related costs and expenses not covered by insurance shall be borne by the Owners in a fair and equal manner.

(f) Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

2. Dwelling Units, Lots.

(a) (i) Owner's Insurance Coverage. Each Owner shall be required to obtain and maintain adequate insurance on his Dwelling Unit which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, storm or other hazards or casualty. Such insurance shall name the Association an additional insured and shall be sufficient to cover the full replacement value, or to cover necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board of Directors of the Association, shall contain a loss payment provision which provides the proceeds of any loss shall be payable to the Association which shall hold such funds in trust to ensure that repairs are made as hereinafter set forth and shall contain a clause which provides ten (10) days prior written notice to the Board of Directors of the Association before the policy can be cancelled. Each Owner shall be required, on an annual basis, concurrent with the payment of annual assessments pursuant to Article IV above, to supply the Board of Directors with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this Article. Each Owner shall also be responsible for the purchasing of liability insurance for accidents occurring on his or her Lot.

(ii) Action by Board. If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of Directors, then the Board shall obtain such insurance coverage. Insurance obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefit of the applicable Owner.

(iii) Payment of Premium. Premiums for insurance obtained by the Board of Directors for the benefit of an individual Owner, as provided hereinabove, shall not be an operating expense, but shall be a special assessment payable in accordance with the provisions of Article IV of this Declaration.

(iv) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall, with the concurrence of the Owner's Institutional Mortgagee, if any, and the Board of Directors of the Association, be required to reconstruct or repair any Dwelling Unit destroyed by fire, storm or other casualty in accordance with the requirements of Article V, Section 4 of this Declaration. Insurance proceeds issued for such repair shall be in the name of the Association, as Trustee. The insurance proceeds shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature(s) of an agent(s) duly authorized by the Board of Directors of the Association. If no repair or rebuilding has been contracted for or otherwise substantially started by the Owner within thirty (30) days after the Association receives the insurance proceeds, the Board of Directors of the Association is hereby irrevocably authorized by such Owner to initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior

of the Dwelling Unit. Repairs should be done in a good and workmanlike manner in conformance with the original plans and specifications.

In the event the Association initiates such repair or rebuilding, the Board of Directors of the Association may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contract or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors of the Association. If the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors of the Association shall levy a special assessment against the Owner in whatever amount is required to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Owner and/or the Owner's mortgagee in such portions as shall be independently determined by those parties.

(b) **Administrative Fee.** Should the Association obtain the insurance coverage on a Dwelling Unit pursuant to this Article, then the Association may charge and the applicable Owner shall be responsible for, as a special assessment against the Lot, an administration fee of \$100.00. Said fee is in addition to the charge for the premium, for which such Owner is also responsible.

(c) **Liability.** Notwithstanding anything to the contrary in this Article, the Association, its Director or officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Dwelling Unit.

#### ARTICLE XI General Provisions

1. **Legal Action and Violation.** If any Owner violates or attempts to violate any of these covenants and restrictions (hereinafter referred to as the "Offending Owner"), Declarant, any Owner or the Association may, upon ten (10) days written notice to the Owner of the offending Residential Lot, prosecute proceedings at law for the recovery of damages against the Offending Owner and maintain a proceeding in equity against the Offending Owner for the purpose of preventing or enjoining all or any such violation or attempted violation. If any improvement exists on any Residential Lot which has not been installed or erected by Declarant, approved or waived by the ARC or maintained by an Owner as required by this Declaration, or if any condition exists which is in violation of these covenants and restrictions, Declarant and the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Offending Owner, and/or the Board may assess a reasonable fine against such Offending Owner, which expense or fine (herein called "Special Assessment") shall be payable by such Owner to the Declarant or the Association on demand. Any entry, abatement, correction or removal shall not be deemed a trespass or make the Declarant or Association liable for any damages on account thereof. The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

2. Waiver. The failure of the Association to enforce any covenant, restriction, obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.

3. Attorney's Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys fees of the Association or Declarant in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

4. Severability. All regulations herein contained shall be several and independent. The invalidity of one or more or any part of one shall in no way impair the remaining restrictions or any part thereof.

5. Rights of Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.

6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association in the manner as provided by the Articles. In the event that the Declaration is approved by the VA or FHA and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration shall require the approval of the VA and FHA.

7. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant or its assigns whatever is necessary convenient or desirable for the development of the Property or the construction of Residential Dwelling Units. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices and any other improvements as necessary for the construction and sale of Units.

8. Assignment of Declarant Rights. Declarant shall have the sole and exclusive right to assign its rights pursuant to this Declaration provided however, that absent a written assignment by Declarant, any Owner who acquires more than one Residential Lot for the purpose of the development of the Property or the construction of Residential Dwelling Units shall be deemed to have been assigned Declarant's rights pursuant hereto.

9. Annexation. Notwithstanding anything to the contrary stated in this Declaration, Declarant agrees and covenants, on behalf of itself and the Association, that no additional property, other than the property described on Exhibit D of this Declaration shall be annexed to this Declaration.

10. Conflict. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration shall control and prevail.

11. Additional Provisions. The additional provisions, if any, contained in Exhibit "C" attached hereto are hereby incorporated in this Declaration.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has set its hand and seal this 16th day of February, 2022.

Signed, sealed and delivered  
in the presence of:

Sharon Hudson  
Printed name SHARON HUDSON

Carl Pylypow  
Printed name Carl Pylypow

PATRIOT RIDGE, LLP

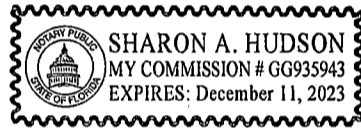
Gregory E. Matovina  
By: Gregory E. Matovina  
President of Matovina & Company  
Its: Managing Partner

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16th day of February, 2022, by Gregory E. Matovina, President of Matovina & Company, as Managing Partner of Patriot Ridge, LLP, being personally known to me.

Sharon A. Hudson  
Notary Public

My commission expires: 12/11/23

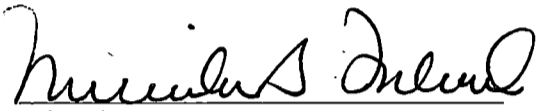
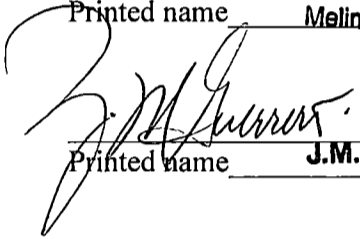


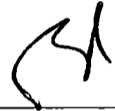
**CONSENT AND JOINDER BY OWNER**

**LIBERTY SQUARE (FL) OWNER II LLC**, a Delaware limited liability company, as Owner of Lots included in the Property, hereby joins in this Declaration of Covenants, Conditions, Restrictions and Easements for Liberty Square Townhomes for the purpose of consenting thereto and to acknowledge that the Lots owned by it are fully subject to and benefitted by all the terms and provisions of this Declaration.

Signed, sealed and delivered  
in the presence of:


**LIBERTY SQUARE (FL) OWNER II LLC**,  
a Delaware limited liability company

  
Printed name Melinda S. Toland  
  
Printed name J.M. Guerrero

By:   
Name: Ron J. Hoyl  
Title: Vice President

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of February 2022, by Ron J. Hoyl, Vice President of Liberty Square (FL) Owner II, LLC, a Delaware limited liability company. They are personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

  
Notary Public  
My commission expires: \_\_\_\_\_

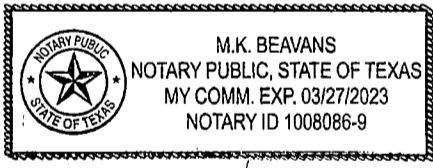




EXHIBIT "A"

LEGAL DESCRIPTION

All of the lands, lying within the plat of Liberty Square Townhomes, except Tract 4 (Pump Station, as recorded in Plat Book 78, Page 184, et. seq., of the current public records of Duval County, Florida.

EXHIBIT "B"

COMMON AREAS

The Common Areas shall include Tract 1, Tract 2, Tract 3, Tract 5, Tract 6 and Tract 7 and the Landscape Easement described by Article VIII necessary for the maintenance obligations of the Association described herein.

EXHIBIT "C"

ADDITIONAL PROVISIONS

"Liberty Square Townhomes Subsequent Phases" or any part thereof as described by Exhibit "D" may be annexed by Declarant without the consent of any other Owner within ten (10) years from the date of recording of this Declaration provided however, that such annexation shall require the approval of FHA and VA.

Any such annexation by Declarant shall be made by filing of record one or more supplemental declarations with respect to the annexed property. Each supplemental declaration shall contain a statement that the property that is the subject of the supplemental declaration constitutes additional property which is to become part of the Property and Common Areas subject to this Declaration. Such supplemental declaration shall be effective upon being recorded in the public records of Duval County, Florida.

In the event that additional property is annexed pursuant to this provision, then such property shall be considered within the definition of Property and Common Areas for purposes of this Declaration and each Owner of a Residential Lot shall be a Class A member of the Association and the votes of each class of members shall be adjusted accordingly. In the event that the Liberty Square Townhomes Subsequent Phases, or any part thereof, are not annexed as provided herein, then this Declaration shall not be construed as a lien, encumbrance or defect on such property.

EXHIBIT "D"

LIBERTY SQUARE TOWNHOMES SUBSEQUENT PHASES

Those certain Tracts 8, 9, 10, 11, and 12 identified as such on, and those certain one hundred twenty-eight (128) single family townhome lots identified as Lot Nos. 49-176 on, that certain preliminary plat titled 'Liberty Square Townhomes Phase II' prepared by Clary & Associates, LB No. 3731 under Plat CDN: 7005.018, which are to be platted in accordance therewith.

