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~~to:~~
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DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR

JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 18.50
RECORDING \$ 145.00

OLD MILL BRANCH

Book 10097 Page 528

THIS DECLARATION is made this 30th day of August, 2001, by OLD MILL BRANCH, LLP, a Florida limited liability partnership, hereinafter referred to as "Developer," who recites and provides,

RECITALS

A. Developer is the owner of certain land located in Duval County, Florida, being all of that real property which is to be developed within the planned unit development, commonly referred to as "Old Mill Branch". Old Mill Branch will be developed in phases and may be improved with residences of different sizes and types. Developer desires to maintain the integrity and beauty of Old Mill Branch to assure high quality standards for the enjoyment of Old Mill Branch.

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

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

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

DECLARATION

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

I. DEFINITIONS

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

RETURN TO:
GREG MATOVINA
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JACKSONVILLE, FL 32257

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

to "Lot" shall also include the Residence and all improvements constructed on a Lot, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and lands being hereafter referred to as "Reconfigured Lots") to one Owner who constructs only one Residence thereon, and who landscapes all the Reconfigured Lot so that it appears to be a single building plot, such Reconfigured Lot shall be deemed to be one Lot, subject to the Assessment and entitled to one vote, and except as specifically set forth herein, all references to lots shall include Reconfigured Lots. Provided, however, if such a Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments.

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

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

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

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

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

(t) "Property" means that certain real property more fully described as all of the lands within OLD MILL BRANCH UNIT ONE, according to plat thereof recorded in Plat Book 54, pages 29, 29A and 29B of the public records, of Duval County, Florida, (except that portion of the Property dedicated to the public) and such portion of the Additional Property which may from time to time be subjected to the terms hereof in accordance with Article XII.

(u) "PUD Ordinance" means all the terms and conditions of Ordinance No. 94-136-175 as adopted by the City of Jacksonville, as it may be amended from time to time.

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

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

II. ASSOCIATION

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

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

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

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

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

2.2 Lake Meadowbrook Lake Owners' Association, Inc. Surface water drainage and retention for a part of the Property will be provided by a Lake as defined in Declaration of Covenants and Restrictions for Operation and Maintenance of Surface Water or Storm Water Management System dated October 30, 1995 recorded at Official Records Volume 8207 page 785 of the current public records of Duval County, Florida as amended (the "Lake Declaration"). Pursuant to St. John's River Water Management District Permit Number 4-031-0510, the Lake Meadowbrook Lake Owners' Association, Inc. is the entity charged with maintaining the Lake in compliance with the Permit. The Association shall be a member of the Lake Meadowbrook Lake Owners' Association, Inc. and agrees to abide by all covenants, restrictions, rules and regulations in connection therewith.

III. OWNER'S RIGHTS AND DUTIES

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

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

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

3.3. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the damaged area or

property in a good and workmanlike manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Damage/Repair Assessment.

3.4. Maintenance. In addition to other specified maintenance required herein, each Owner shall, at the Owner's cost and expense, keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence and any and all improvements thereon. Each Owner shall also maintain all landscaping on his Lot including any portion of the right of way (a) bounded by his front Lot line, the continuation of his side Lot lines, and the paved portion of any road adjacent to his Lot, and (b) lying between his Lot line and the water's edge of any pond or drainage area.

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

If an Owner fails to maintain his Lot, (including landscaping), his Residence, the adjacent road right-of-way or area between its Lot and a pond in good order and in a clean and attractive manner or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, maintain, and landscape any part of such Lot or Residence, or the adjacent portion of the road right-of way or area between such Owner's Lot and the pond. The cost of such repairs or maintenance shall be a Damage/Repair Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore.

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

IV. COMMON PROPERTY AND EASEMENT

4. 1. Common Property.

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

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

addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System, as set forth in Article V.

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

4.3. Utility Easements

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

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

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

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

V. STORMWATER MANAGEMENT SYSTEM

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

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

5.3. Construction of Treatment Berm. - In accordance with the SJRWMD Permits, prior to completion of construction of a Residence, a six inch (6") high detention berm may be required to be constructed along the rear of certain Lots ("Treatment Berms") which Treatment Berms are part of the Stormwater Management System. The Owner is responsible to assure that the Treatment Berms are properly constructed and are maintained as required by the Permits. No Owner shall be permitted to remove or reconfigure such Treatment Berm, and in the event that an Owner removes or reconfigures the Treatment Berm and any legal action is brought against the Developer or Association for any such violation of the Permit then, without limiting any other remedy set forth herein, the Owner shall indemnify and hold the Association and Developer harmless from all costs, expenses, liabilities arising from or in connection with such violation of the Permits.

5.4. Maintenance. Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. The Association shall have the power and right, and the obligation and responsibility, but only as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Lots adjacent to the Stormwater Management System shall maintain all shoreline vegetation, remove all trash collecting along such shoreline, grade and contour all embankments to the water's edge (as it may rise and fall from time to time, irrespective of the ownership of such land), and keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner so as to prevent erosion. The Owners of Lots on which Treatment Berms are required to be constructed shall maintain the Treatment Berms.

5.5. Improvement. In the event that Developer, an entity designated by Developer, or the Association shall construct any bridges, docks, bulkheads, or other improvements which may extend over or on to the retention area within the Stormwater Management System, or shall construct any similar improvements to support or enhance the Stormwater Management System, the Association shall maintain all such improvements in good repair and condition. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the ARB, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by any Owner shall be maintained by such Owner in accordance with the

maintenance provisions of this Declaration. All improvements to the Stormwater Management System shall also require the prior written approval of the SJRWMD

5.6. Use and Access- Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Association. The Owners shall have access to the Stormwater Management System only over that portion of the Common Property designated for such purpose by Developer or the Association. Only Developer and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention lakes.

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

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

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

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

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

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

relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

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

VI. UTILITIES

6.1. Water System. The central water supply system provided for the service of the Property and operated by the JEA, shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof, and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

6.2. Sewage System. The central sewage system provided for the services of the Property and operated by the JEA shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of any Lot, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal, or roadway.

VII. COVENANTS FOR MAINTENANCE ASSESSMENTS

7.1. Assessments Established. For each Lot owned within the Property. Developer covenants, and each Owner, by acceptance of the deed or other conveyance of record title to a Lot whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay the following:

- (a) Annual Assessments as defined in paragraph 7.2 of this Article; and
- (b) Special Assessments as defined in paragraph 7.3 of this Article; and
- (c) Damage/Repair Assessment as defined in paragraph 7.4 of this Article.

7.2. Annual Assessments. The Annual Assessments levied by the Association shall be used for the improvement, maintenance, and operation of the Common Property, including, without limitation, the maintenance, operation and repair of the Stormwater Management System (including, but not "limited to." work within retention areas, drainage structures, and drainage easements); the management and administration of the Association, and the furnishing of Services as set forth in this Declaration; and all general activities and expenses of the Association incurred in the administration of powers and duties granted under this Declaration, the Articles and Bylaws. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserves it may determine to establish. Unless the Board of Directors determines otherwise, the Annual Assessment shall be due on January 1 of each year and shall be payable annually. Reconfigured Lots for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment. The Board of Directors may, in its sole discretion change the due date or frequency of payments.

7.3. Special Assessment. In addition to the Annual Assessments, the Association may levy by majority vote of the Directors, a Special Assessment for the purpose of defraying, in whole or in part, the cost or any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, or any cost or expense that it not reasonably expected to be incurred on a regular basis. Provided any such Special Assessment shall have the consent of Owners holding two thirds (2/3) of the votes in the Association, other than Developer, voting in person or by proxy at a regular meeting or a special meeting called for that purpose at which a quorum of each membership class is present.

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

7.5. Commencement of Annual Assessment.

(a) Date of Commencement. The Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner who intends to dwell in the Residence, other than Developer or a builder constructing Initial improvements thereon. The initial Annual Assessment on any Lot subject to Assessment shall be collected at the time title to such Lot is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual or Special Assessment charged to each Lot, prorated from the day of closing to the end of the calendar year on a per diem basis.

(b) Capital Contribution. In addition, at the closing and transfer of title of each Lot to the first Owner other than Developer or a builder constructing the Initial Improvements thereon, such Owner shall contribute working capital to the Association equal to One Hundred and 00/100 Dollars (\$100.00). These contributions to the Association shall be used for the purpose of defraying the initial operating expenses of the Association and for providing initial working capital for the Association. Such contribution shall not be considered as a prepayment of Annual Assessments.

7.6. Nonpayment of Assessments, Remedies of the Association.

(a) Creation of Lien and Obligation. All Assessment Charges are secured by a continuing lien on such Lot in favor of the Association. The Association's lien is subordinate to the lien for all sums secured by any Mortgage encumbering such Lot. All other lienors acquiring liens on the Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating the lien. The Association may, but is not required to record a Claim of Lien to further evidence the lien established by this Declaration as to any Lot against which any Assessment is more than thirty (30) days delinquent.

(b) Owner's Acceptance. Each Owner of a Lot, by acceptance of a deed or other transfer document therefore whether or not it shall be so expressed in such deed or transfer document is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. Each Owner, by his acceptance of title to a Lot, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot or waiver of use of Common Property.

(c) Late Fees. Interest. Any Assessments not paid within thirty (30) days after the due date (provided that the due date is an annual date) or ten (10) days after due date (if the due date is monthly or quarterly) shall be subject to a late fee as determined from time to time by the Board of Directors, and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

(d) Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay an Assessment Charge, or may foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, "shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. In addition, the Board of Directors, by majority vote, shall have the right to assess fines against Owners for any period during which any Assessment against his Lot that is more than thirty (30) days past due remains unpaid.

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

thereafter. The sale or transfer of any Lot shall not affect the Assessment Charge, however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

7.7. Budget

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(b) Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Developer or Builder.

(c) Preparation and Approval of Annual Budget. Commencing November 15 of the year in which a Lot is first conveyed to an Owner other than Developer, and on or before November 15 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association, and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before November 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the Budget by the number of Lots subject to the Declaration.

(d) Reserves. The Association may, in its discretion, maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which shall be collected as part of the Annual Assessment as provided above. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of Members owning a majority of the Lots. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment in accordance with the provisions of this Article, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Assessments at the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

(g) Cost Sharing Agreements. In connection with its performance of maintenance on the Common Property, the Association shall maintain the rights of way, including landscaping, signage and lighting for Shiloh Mill Boulevard. Shiloh Mill Boulevard also provides access to other parcels of land located adjacent to Shiloh Mill Boulevard. Pursuant to certain Cost Sharing Agreements, the Owners of parcels of land served by Shiloh Mill Boulevard shall share in the cost of the maintenance of the rights of way. From time to time Developer or the Association may enter into such Cost

Sharing Agreements with the owners of such parcels and in connection therewith, the Owners of the parcels shall make a contribution to the Association to pay for a portion of the cost of such maintenance. All such funds shall be credited against the overall cost of such maintenance in connection with the budget prepared by the Association.

7.8. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; and (b) all Common Property. All Lots or Property owned by Developer (including, without limitation, any Lot used or leased by Developer, or by a builder constructing a Residence thereon for sale to third parties, for a model home or construction facility shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget. Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at such time as Developer, in its sole discretion, elects to pay the Assessments for each Lot owned by it, or upon Turnover whichever shall first occur. Developer may, but is not obligated to assign this exemption right to any entity it may determine, including without limitation any builder owning Lots solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such partial assignment of Developer's exemption shall have no effect on Developer's exemption hereunder.

7.9. Real Estate Taxes. In the event the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

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

VIII. ARCHITECTURAL CONTROL

8.1. Purpose. Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Developer owns any Lot (and irrespective of whether the Class B Membership has terminated or Turnover has occurred), Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB, hereunder shall be in effect for a Lot only after the Residence has been completed on such Lot.

8.2. Construction Subject to Architectural Control.

(a) ARB Approval. Except for the Initial Improvements, no construction, modification, alteration, or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot unless and until a plan of such construction, modification, alteration, or improvement shall have been approved in writing by the ARB. Developer shall evaluate all plans and specifications for Initial Improvements submitted to it for conformance with the provisions of this Declaration. No Initial Improvements shall be commenced, erected, placed or maintained on any Lot unless and until the same shall have been submitted to and approved in writing by the Developer.

(b) Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the ARB or Developer, as applicable, specifically include, but are not limited to painting or other alteration of the exterior appearance of a Residence (including doors, windows and roof); installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of docks, fountains, swimming pools, screened enclosures, whirlpools, or other pools; any recreational structures, including basketball backboards, play structures or platform doghouses; construction of privacy walls or other fences; addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation; patterned or brightly

colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and creation or alteration of lakes or similar features of the Property, and all other modifications, alterations, or improvements visible from any road or other Lots. All of the foregoing are jointly referred to herein as "Proposed Improvements".

8.3. Procedures.

(a) Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ARB or to the Developer in the event of Initial Improvements. The ARB or the Developer, as applicable, shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. Any requests shall be deemed disapproved if not acted upon by ARB or Developer, as applicable, within thirty (30) days of their proper submission. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including a site plan and survey and all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB or Developer may deem appropriate.

(b) Basis for Decision. Approval shall be granted or denied by the ARB or Developer based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, including without limitation the Skinner Design guidelines, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB or Developer, will affect the desirability or suitability of the construction.

In connection with its approval or disapproval of an application, the ARB or Developer shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB or Developer, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB or Developer to approve future applications involving similar designs for different Lots. In addition, the Developer and the ARB shall have the right to waive or modify the requirements as more fully set forth in paragraph 8.3(f).

(c) Uniform Procedures and Guidelines The ARB and Developer may establish architectural guidelines and uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit and the posting of a compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ARB or Developer. No submission for approval shall be considered by the ARB or Developer unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB or Developer. Developer may establish separate guidelines for the submission of the plans and specifications for Initial Improvements. Any architectural guidelines established by the ARB or Developer may be amended as the ARB or Developer may determine.

(d) Notification Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt hereof, by the ARB in accordance with the procedures adopted by the ARB. The ARB shall indicate its approval by stamping the plans with its seal and the date of approval. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period from the date the ARB receives all required information (unless an extension is agreed to), the Plans for the Proposed Improvements shall be deemed not to have been approved. The Developer shall give its notice of approval or disapproval within thirty (30) days from the date Developer received all the required information. If the Developer does not act within the thirty (30) day period from the date Developer receives all required information the plans shall be deemed not approved. No construction on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved Plans.

(e) Landscaping A detailed landscaping plan for each Lot must be submitted to and approved by Developer as part of the plans and documents for the Initial Improvements. The landscaping of the Lot shall be completed in accordance with the landscaping plan prior to the initial occupancy of the Residence. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter upon the Lot and complete the landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Section 3.4 of this Declaration. The Association shall be entitled to a Damage/Repair Assessment which shall create a lien against the Lot in an amount equal to one hundred and twenty percent (120%) of the cost to complete the landscaping, which shall be collected as provided in Section 7.4 hereof.

(f) Variances The ARB or Developer, as applicable, may authorize a variance from compliance with any or the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships of aesthetic or environmental consideration justify such variances in the opinion of the ARB or Developer. The authorization shall be in writing. If such a variance is granted, and no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority. Provided however, in no event shall granting of a variance set a precedent which requires the granting of another such variance.

(g) Enforcement The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB. The Developer shall have the authority and standing in court of competent jurisdiction to enforce its decisions hereunder.

8.4. Architectural Guidelines The ARB or Developer shall consider the following provisions in connection with their review, together with any architectural guidelines issued by the ARB from time to time. Specific references to the ARB or Developer in these provisions shall not be construed as a limitation of the general review power of the ARB or Developer, as set forth in this Article.

(a) Building Type No building shall be erected, altered, placed or permitted to remain on any Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35) feet in height and shall have a private and enclosed garage for not less than two (2) cars.

(b) Roofs Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Minimum pitch of roof will be 5:12. Roofing and shingle material shall be approved by Developer as to Initial Improvements as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ARB,

(c) Garage All Residences shall have a garage for at least two (2) cars. No carports will be permitted unless approved by Developer or the ARB, as applicable.

(d) Driveway Construction All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen feet (16), at the entrance of the garage. All driveways must be constructed with approved materials.

(e) Fence The use of fences, walls and other forms of visual screens throughout the Property shall be subject to prior approval of the Developer as to Initial Improvements and the ARB thereafter. No chain link fences are permitted on any Lot.

(f) Minimum Residence Area Each Residence constructed must contain at least one thousand seven hundred square feet (1,700) of heated and air conditioned floor area.

(g) Lot Coverage and Setback Restrictions The permitted coverage of a Lot and setback restrictions shall be controlled by the provisions of the PUD as it may be amended from time to time. All setbacks shall be measured from the exterior wall of the Residence to the applicable boundary and shall not include stairs, decks, patios or air conditioning pads.

(h) Antennae and Other Device. Unless prior written approval has been obtained from Developer or the ARB, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar exterior structure or Apparatus may be erected or maintained anywhere within the Property unless specifically approved by the ARB or Developer. In considering whether to approve such devices the ARB shall consider the size of the device and whether it is visible from other Lots or any road.

(i) 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 Developer or the ARB, as applicable.

(j) Lighting. No external lighting shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

(k) Utility Connection. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority. No window air conditioning units shall be permitted.

(l) Window Covering. Reflective window coverings are expressly prohibited, and only neutral, solid colored window coverings shall be permitted on any Residence. The ARB or Developer, as applicable, may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property.

(m) Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ARB or Developer, as applicable, as to style and location. The ARB Or Developer may elect to require group mailboxes.

(n) Energy Conservation. Solar energy and other energy conservation devices including clotheslines are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ARB or Developer, as applicable, to assure consistency with the aesthetic standards of the Property and that such devices are appropriately screened.

(o) Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

8.5. Remedy for Violation. In the event any Proposed Improvement is constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or the provisions of this Article are otherwise violated, the Developer with respect to the Initial Improvements or the ARB, through the Association, shall have the specific right to obtain specific performance, an injunction or other equitable relief to require the Owner to comply with the Declaration or to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedies available to it including the imposition of a fine which shall be a Damage/Repair Assessment. In connection with this enforcement section, the ARB or Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

8.6. Reservation of Right to Release Restriction. In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot line, setback line, or easement, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. Any such grant of exception shall in no way permit such exception to exist unless approved by the easement holder in the case of an encroachment on an easement and the Owner of the adjacent Lot in the event of an encroachment on a Lot. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots.

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

IX. USE OF PROPERTY

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

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

(b) Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time share ownership of Lots shall be permitted without Developer's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws, nor to prevent Developer from conveying the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences as model homes or sales centers during the development and sale of the Property nor from undertaking such activities as are necessary and convenient to develop the Property and Additional Property or construct Residences thereon. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licensees or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this paragraph by reason thereof.

(c) Nuisances Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

(d) Insurance. Nothing shall be done or kept in any Residence, Lot, or in the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.

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

(f) Pets. No animals, livestock, or poultry shall be raised, bred, or kept any where within the Property, except that three (3) dogs, cats, or caged birds (or any combination thereof, not exceeding three animals) may be kept by an Owner or occupant of a Lot, but only if such permitted pets do not constitute a nuisance on the Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on the Common Property, and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that all Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances or a threat to personal safety, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association.

(g) Signs. No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale", and "For Lease" signs, shall be erected or displayed upon any Lot, Residence, the Common Property, or from any window, unless express prior written approval of its size, shape, appearance and location has been obtained from the ARB, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. If signs are permitted, the ARB may establish a uniform sign design which shall be complied with by all Owners. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Lots.

(h) Parking. All vehicles shall be parked and stored within the garages. No boats, commercial vehicles, vehicles with lettering or signs, trailers or recreational vehicles may be stored or parked within the Property except wholly within a closed garage. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property, unless within the garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association.

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

(j) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse.

(k) Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time. The foregoing restriction shall not preclude Developer or its designees from maintaining temporary structures for the purpose of construction of any improvements or Residences and the marketing and sales of Lots.

(l) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.

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

(n) Removal of Trees. In order to preserve the environment, the natural setting of the Property and migratory bird populations, no trees which remain on a Lot at the time of completion of the Initial Improvements thereon shall be felled, removed, or cut down unless specifically approved as granted by the ARB or Developer.

(o) Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer as a sales office during the marketing of the Property.

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

9.2. Amendments and Modifications. The Board of Directors and the ARB may from time to time adopt and amend additional rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be available to each Owner.

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

X. INSURANCE

10. 1. Types of Coverage.

(a) Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Property and, to the extent the Board of Directors deems reasonable or necessary, may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

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

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

(d) Insurance of the Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain hazard insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residence.

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

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

10.2. Repair and Reconstruction After Casualty

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

that may be necessary after exhausting reserves for the repair and replacement of such improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

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

XI. ASSOCIATION LIABILITY

11.1. Disclaimer of Liability. Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

11.2. Specific Provision. 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 and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

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

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

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

XII. ANNEXATION PROPERTY

12.1. Developer's Annexation. The Developer shall have the right, but not the obligation, for so long as it owns Additional Property, from time to time in its sole discretion, to annex to the Property and to include within this Declaration, any Additional Property with no further consent of Owners or Mortgagees.

12.2. Association Annexation. The Association may annex Additional Property which it owns to the Property with the approval of two thirds (2/3) of the vote of the Board of Directors and with the consent of the Owners of the Property to be annexed.

12.3. Supplemental Declarations. Any such additions authorized in Sections 12.1 or 12.2 above may be made by filing of record of one or more Supplemental Declarations. With respect to the Additional Property annexed by the Developer, the Supplemental Declaration need only be executed by the Developer; in the case of Additional Property to be annexed by the Association, the Supplemental Declaration shall be executed by the President of the Association and the owner of the land to be subjected, if not the Association, and shall state that such annexation is in accordance with the resolution passed by the Association in accordance with the terms of this Declaration. A Supplemental Declaration

shall contain a statement that the real property that is the subject of the Supplemental Declaration constitutes Additional Property which is to become a part of the Property subject to this Declaration. In addition, the Supplemental Declaration may contain additional covenants and restrictions provided that such covenants and restrictions are consistent with those contained herein. In the event that the type of residence units annexed under a Supplemental Declaration require assessments for maintenance which are not applicable to Lots within the Property then a Supplemental Declaration may either provide for a separate Association or may designate the Association to collect such additional Assessments from such Lots. Such Supplemental Declaration shall become effective upon being recorded in the public records of the County.

12.4 Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration and each Owner of a Lot therein shall be a Class A Member and shall be entitled to one (1) vote and shall be obligated to pay all Assessments due in connection therewith. Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive use and enjoyment in and to the Common Property and the obligation to contribute to the cost of improvement, operation and maintenance of the Common Property.

12.5. Withdrawal The Developer may, at any time in its sole discretion, determine to withdraw property from this Declaration by recording in the public records a Declaration of Withdrawal of the Property which shall be consented to by the Owner of the Property and its Mortgagee, if any, if such Additional Property is not now owned by the Developer. Subsequent to the termination of the Developer's ownership of any property subject to the Declaration, the Association may withdraw property in the manner stated herein with the consent of the Owner and any Mortgagee, if the Owner is not the Association.

XIII. GENERAL PROVISIONS

13.1. Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date of this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

13.2. Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy five percent (75 %) of the votes shall agree to the distribution of the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

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

13.4. Enforcement of Covenants. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction: or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any violations or attempted violations or for specific enforcement of the provisions. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

- (i) The Association shall notify the Owner or occupant of the infraction(s) and the date and time of a meeting which shall be at least fourteen (14) days from the date of the notice. The Owner shall meet with a committee appointed by the Board, which committee is composed of three (3) Owners persons who are not officers, directors or employees of the Association.
- (ii) At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty one (21) days after the date of the meeting.
- (iii) If approved by the committee, the Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident or occurrence. The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.
- (iv) Each incident which is grounds for a fine shall be the basis for a separate fine, in case of continuing violations, each continuation after notice is given shall be deemed a separate incident.
- (v) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.
- (vi) All monies received from fines shall be allocated as directed by the Board of Directors.
- (vii) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Damage/Repair Assessment, however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitation on fines in this paragraph does not apply to suspensions or fines arising from failure to pay assessments.
- (viii) The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

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

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

13.7. **Rules and Regulation.** All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors, the ARB and this Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

13.8. **Litigation.** No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by a vote or written consent of the Owners of seventy five percent (75%) of the

Lots subject to this Declaration. This paragraph shall not apply, however, to (a) actions brought by the Association to enforce any provisions of this Declaration (including, without limitation, foreclosure of lien and enforcement of architectural review standards), (b) imposition of Assessments as provided herein, (c) proceedings involving challenges, to any taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of this paragraph, this paragraph shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings provided above.

13.9. Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of seventy five percent (75%) of the Class A Members or upon a seventy five percent (75%) vote of the Class A Members voting in person or by proxy at a regular Association meeting or a special meeting called for that purpose at which there is a quorum, which amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

(a) As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer.

(b) Until Turnover, and in the event that any of the Lots are encumbered by a mortgage guaranteed by the VA or FHA, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, other than those lands which are a part of the PUD, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use, and the conveyance, mortgaging, or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations.

(c) Developer specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage, (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration; or (v) in such other manner as Developer may deem necessary or convenient.

(d) Amendments to the Articles and Bylaws shall be made in accordance with the requirements of Articles and Bylaws and need not be recorded in the public records of the County.

13.10. Rights of Mortgages. All Mortgagees shall have the following rights:

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

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

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

(d) By written notice the Secretary of the Association, and upon payment to the Association of any reasonable uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

13.11. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether

incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

13.12. Law to Govern. This Declaration shall be governed by and constrained in accordance with the laws of the State of Florida, both substantive and remedial.

13.13. Assignment of Developer's Right. Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County), and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Developer shall be liable for any actions or defaults of, or obligations, incurred by any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

13.14 Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate of lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

13.15 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.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name the day and year first above written.

OLD MILL BRANCH, LLP, a Florida limited
Liability partnership

Don Bortin
Amir May

By: Gregory Matovina
Its Administrative Partner

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this
3rd day of August, 2001 by Gregory Matovina who is
personally known to me and who did not take an oath.

Sandra K. Douglas
Notary Public Sandra K. Douglas

My Commission Expires: _____



Sandra K. Douglas
MY COMMISSION # CC987301 EXPIRES
December 10, 2004
BONDED THRU TROY FAIN INSURANCE, INC

EXHIBIT "A"

ARTICLES OF INCORPORATION
OF
OLD MILL BRANCH HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is Old Mill Branch Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 2955 Hartley Road, Suite 108, Jacksonville, Florida 32257 or at such other place as the Board of Directors may from time to time designate.

ARTICLE III

REGISTERED AGENT

Gregory E. Matovina, whose address is 2955 Hartley Road, Suite 108, Jacksonville, Florida 32257 is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members and is formed to provide for the maintenance of the Common Property and such other purposes as are prescribed by the Declaration. All terms contained herein shall mean and refer to the terms as defined by the Declaration.

The Association shall exercise all of the powers and privileges and perform all the duties and obligations of the Association as set forth in the Declaration applicable to the Property and as amended from time

to time, the Declaration being incorporated herein by reference. In addition, the Association shall exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit corporation law of the State of Florida may now or hereafter have or exercise.

The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-031-66861-2 requirements and applicable District rules and shall assist in the enforcement of the Restrictions contained herein. The Association shall levy and collect adequate assessments against members of the Association for the cost of the maintenance, repair and operation of the Stormwater Management Systems. Such assessments shall be levied for and such maintenance, repair and operation shall include but not be limited to work within retention areas, drainage structures and drainage easements.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

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

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

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. If title to a Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association designating a voting co-owner. When title to a Lot is held by a corporation, partnership, association, trust or other entity (with the exception of Developer), a certificate designating the authorized voting

representative of the entity shall be filed with the Association, which shall be effective until rescinded by such entity. Provided, however, if an Owner owns a Reconfigured Lot, the Owner thereof shall have only one vote in Association matters.

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

(1) Three (3) months after ninety percent (90%) of the Lots in the Property and proposed for the Additional Property have been conveyed to Class A Members.

(2) Ten (10) years after the recording of this Declaration: or

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

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors of not less than three (3) directors who need not be Members of the Association. The number of directors shall be elected or appointed and may be changed in accordance with the provisions of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors in accordance with the Bylaws are:

Name	Address
Gregory E. Matovina	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257
Donald K. Borstein	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257
William R. Howell, II	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Section 617.05, Florida Statutes.

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

ARTICLE VIII

EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of a majority of each class of Members and, in the event that the Property is approved by the VA or FHA, the VA or FHA guarantees or insures a mortgage on a Lot and there is a Class B membership, amendment of this Declaration shall require the approval of the VA and FHA.

ARTICLE X

OFFICERS

The officers of the Association who shall serve until the first election of their successors are as follows:

President	Gregory E. Matovina
Vice President and Treasurer	William R. Howell, II
Secretary	Donald K. Borstein

The officers of the Association shall be elected and shall serve for the term as prescribed by the Bylaws. The Board of Directors, by resolution, may create such officers as determined necessary for the operation of the Association.

ARTICLE XI

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by the Developer on its own motion from the date hereof until the Class B membership terminates and thereafter, the Bylaws may be amended at a regular or special meeting of the Members by the vote of a majority of a quorum (as defined by the Bylaws) of Members present in person or by proxy subject to approval of any such change to the Bylaws by the VA and FHA.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

Name	Address
Gregory E. Matovina	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257
Donald K. Borstein	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257
William R. Howell, II	2955 Hartley Road, Suite 108 Jacksonville, Florida 32257

ARTICLE XIII

CONFLICT

In the event of any conflict between these Articles and the Bylaws, the Articles shall control and prevail and in the event of a conflict between these Articles and the Declaration, the Declaration shall control and prevail.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles this _____ day of _____, 20____.

Gregory E. Matovina

William R. Howell, II

Donald K. Borstein

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gregory E. Matovina, being personally known to me.

Notary Public

My commission expires _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William R. Howell, II, being personally known to me.

Notary Public

My commission expires _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day
of _____, 20____, by Donald K. Borstein, being personally known
to me.

Notary Public

My commission expires _____

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is Old Mill Branch Homeowners Association, Inc.
2. The name and address of the registered agent is, Gregory E. Matovina, 2955 Hartley Road, Jacksonville, Florida 32257

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Signature

EXHIBIT "B"

BYLAWS
OF
OLD MILL BRANCH HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The definitions of all terms contained herein shall be the same as the definitions set forth in the Declaration or the Articles.

ARTICLE II

MEETINGS OF MEMBERS

Meetings shall be held of the Members of the Association at such time and place as shall be determined by a majority of the Board of Directors. Written notice of each meeting of the Members shall be given by or at the direction of the Board of Directors by mailing a copy of such notice, postage prepaid, at least ten (10) days prior to such meeting. Such notice shall be mailed to each Member as of the date of such mailing at the address appearing on the records of the Association as of that date. Such notice shall specify the time, place, date and purpose of the meeting.

The presence at the meeting of Members and proxies entitled to cast a majority of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided by the Articles, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association prior to such meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot.

ARTICLE III

BOARD OF DIRECTORS

While there is still a Class B membership, the number of directors shall be determined and appointed by the Developer provided that there shall not be less than three (3) directors. Thereafter, there shall be three (3) Board members until such time as the number of directors is changed

by a majority vote of a quorum of the Members entitled to vote at a meeting called for such purpose.

Each director shall serve for a term of twelve (12) months or until a successor director is elected by the Members or appointed by the Developer or the Board of Directors.

Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association or in the event a Member of the Board is absent from three (3) consecutive meetings of the Board, by a majority vote of the members of the Board. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

The initial Board of Directors shall be appointed by the Developer and shall serve until successor directors are elected or until removed from the Board of Directors by the Developer, in the case of Board of Director members appointed by the Developer.

Upon termination of the Class B membership, the existing Board of Directors or a majority of the Members shall have the right to call for a general election for the Board of Directors (hereinafter referred to as the "First General Election"). The First General Election shall be held at a place and time to be determined by the then existing Board of Directors but in no event shall such election be held more than sixty (60) days after receipt by the Board of Directors of written notice signed by a majority of the Members calling for such election.

Nominations for election to the Board of Directors shall be made by the existing Board of Director members and may also be made from the floor at a meeting called for electing the members of the Board of Directors. The Board of Directors shall make as many nominations as it deems necessary but not less than the number of vacancies which are required to be filled.

Election to the Board of Directors shall be by secret, written ballot. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

Meetings of the directors shall be held at such time, place and frequency as is determined by majority vote of the Board of Directors or as called by the President of the Association. A majority of the number of directors shall constitute a quorum for any matters required to be voted on by the Board of Directors. All matters to be decided by the Board of Directors shall be decided by a majority of a quorum at the meeting at which such matter is voted on.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board OF Directors shall have the power and duties as prescribed by the provisions of the Declaration, the Articles and these Bylaws and such other powers and duties as are necessary to conduct the business of the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

The officers of the Association shall be a president, vice president, treasurer, secretary and such other officers as the Board of Directors may from time to time designate. Officers shall be elected at such time and place as determined by a majority vote of a quorum of directors. Officers shall hold office until a successor officer is elected or until such officer resigns or is removed by a majority vote of a quorum of the Board of Directors.

ARTICLE VIII

CONFLICT

In the event of any conflict between these Bylaws and the Articles, the Articles shall control and prevail and in the event of a conflict between these Bylaws and the Declaration, the Declaration shall control and prevail.

IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands this _____ day of _____, 200__.

Gregory E. Matovina

William R. Howell, II

Donald K. Borstein

MORTGAGEE CONSENT

The undersigned SunTrust Bank, a national association, the holder of a mortgage recorded in Official Records Volume 9760, Page 899-918 of the Public Records of Duval County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration of Covenants, Conditions, Restrictions and Easements for Old Mill Branch.

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK

[Signature]
Printed name John E. Hess

[Signature]
Its First Vice President

[Signature]
Printed name Marie C Hall

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of August, 2001, by Larry W. Noemmann, being personally known to me.

[Signature]
Notary Public

 Marie C Hall
My Commission CC717309
Expires February 18, 2002