

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ORANGE PICKER ESTATES

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FOR
ORANGE PICKER ESTATES**

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ORANGE PICKER ESTATES**

This Declaration of Covenants and Restrictions for Orange Picker Estates (this "**Declaration**") is dated as of August 31, 2021 by MARBON DEVELOPMENT COMPANY, L.L.C., a Florida limited liability company (the "**Developer**"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "**Property**"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in any portion of the Property.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

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

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

**ARTICLE II
DEFINITIONS**

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

Section 2.1 **Association.** Orange Picker Estates Homeowners Association, Inc., a Florida not for profit corporation. This is the Declaration to which the form of the Articles of Incorporation set forth in Exhibit D attached hereto (the "**Articles**"), and the form of the Bylaws set forth in Exhibit E attached hereto (the "**Bylaws**"), of the Association make reference.

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

Section 2.3 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which (a) is owned by the Developer or the Association, and (b) the Developer has designated for the common use of the Owners in this Section 2.3, or by recording a Supplementary Declaration pursuant to the terms of Section 5.3 below. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto with all improvements constructed thereon by Developer, but not owned or maintained by a public or private utility company, including, without limitation, irrigation systems and related facilities located in the Common Area, signage, and privacy fences or walls.

Section 2.4 **Developer.** Marbon Development Company, L.L.C., a Florida limited liability company, and its successors and such of its assigns as to which the rights of the Developer under this

Declaration are specifically assigned, in full or in part. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Marbon Development Company, L.L.C., a Florida limited liability company, as the Developer of the Property is not intended, and shall not be construed, to impose upon Developer any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Developer and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. The Limited Common Area does not include any Common Area. Any question concerning the boundary of a Limited Common Area shall be determined by the Board.

Section 2.6 **Lot.** Any lot established by the Plat or by any other plat or replat of all or any portion of the Property, or any other parcel of real property located within the Property on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Plat.** That certain Plat of Orange Picker Estates set forth in Exhibit C attached hereto, which is to be recorded in the public records of Duval County, Florida.

Section 2.9 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and withdrawals as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.10 **PUD.** Planned Unit Development Ordinance Number 2019-688-E, as enacted on November 12, 2019 by the City Council of the City of Jacksonville, as the same may be amended from time to time.

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

Section 2.12 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. For purposes of this Declaration only, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property.

**ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION**

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

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

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

Section 3.3 **Withdrawal of Lands.** So long as Developer shall own any Property, the Developer may, at any time, withdraw, or cause to be withdrawn, any Lots owned by Developer or any Common Areas (subject to Section 5.3 below) from the terms and effect of this Declaration, in Developer's sole discretion. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn. Nothing contained in this Section 3.3 shall authorize the Developer or the Association to withdraw all or any portion of the Surface Water or Stormwater Management System, including the water management portion of the Common Areas, without the prior written approval of the St. Johns River Water Management District (the "SJRWMD").

**ARTICLE IV
THE ASSOCIATION**

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have the classes of membership as set forth in the Articles.

**ARTICLE V
THE COMMON AREA**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date that is ninety (90) days after the Developer shall no longer own any Lot. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a non-exclusive easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided, however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Owners holding two-thirds (2/3) of the total votes that are allocated to the Association's members;
- (b) All provisions of this Declaration, the PUD, the Plat, any other plat or replat of all or any parts of the Property, and any other governmental restrictions applicable to the Property;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, or the designation of Common Area located north of certain Lots that are north of Orange Picker Road for the purpose of allowing the Developer or Association to install and maintain a fence along the northern boundary of the Property, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Property.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). During any time that Developer shall own any portion of the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer

pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. Nothing contained in this Section 5.3 shall authorize the Developer to withdraw from the Common Area all or any portion of the Surface Water or Stormwater Management System, including the water management portion of the Common Areas, without the prior written approval of the SJRWMD.

Section 5.4 **Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any, including, without limitation, irrigation systems and related facilities situated on the Common Area. The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), the SJRWMD, and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts (if any), stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes.** The Developer and Owners hereby grant to the Association and its successors, assigns, agents and contractors, a perpetual, non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including without limitation, the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. By such easement, the Association and its successors, assigns, agents and contractors, shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, including without limitation, the areas designated as 10' private drainage easement and 16' private drainage easement on the Plat, at all reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SJRWMD. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No Owner or other person shall alter the drainage flow of the Surface Water or Stormwater Management System,

including buffer areas or swales, without the prior written approval of the SJRWMD. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, pool, spa, ornamental statue, flag pole, play structure, satellite dish, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with Architectural Criteria, as such term is hereafter defined, which may be imposed from time to time by the Developer. All plans and specifications submitted for review shall be evaluated for total effect and may be disapproved by the Developer solely for aesthetic reasons, in the Developer's sole and absolute discretion. No approval of plans and specifications for improvements constructed upon any Lot shall be construed to establish precedent or otherwise obligate the Developer to approve applications involving similar designs proposed for other Lots. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 6.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VI:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer, which shall be applicable to all or any portions of the Property (the "**Architectural Criteria**"). Notice of any amendment to the Architectural Criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Architectural Criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Architectural Criteria, or any amendment thereto, to be recorded.

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

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

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

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

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

Section 6.3 **Variance.** The Developer in its sole and absolute discretion may (but shall not be obligated to) authorize variances from compliance with any architectural provisions of this Declaration or applicable Architectural Criteria when deemed appropriate by Developer, such as, without limitation, when topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable Architectural Criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.4 **Assignment.** The Developer reserves the right to assign its reserved rights under this Article VI, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article VI with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Board. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article VI.

Section 6.5 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article VI, the Developer, the ARB and the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association (including, without limitation, failure of the improvements to comply with applicable laws or codes, or structural or safety issues).

Section 6.6 **Developer's Exemption.** Developer shall be exempt from the provisions of this Article VI and shall not be obligated to obtain Association and/or ARB approval for any landscaping,

improvement or structure of any kind (or any addition, change or alteration thereto) which the Developer may elect to make.

**ARTICLE VII
COVENANTS AND LIENS FOR ASSESSMENTS**

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments and any special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Sections 5.4 and 8.4, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for the deferred maintenance of, or non-recurring expenses related to, the Common Area, including, without limitation, the Surface Water or Stormwater Management System and any area designated as a private street or right-of-way area on the Plat or any other plat or replat of all or any portion of the Property. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of the Surface Water or Stormwater Management System, including, but not limited to, work with retention areas, drainage structures, drainage easements, and all other improvements that constitute a part of the Surface Water or Stormwater Management System permitted by SJRWMD Permit No. 39496-4, including all operation, sampling, testing, monitoring and maintenance requirements as specified by such permit. Assessments collected by the Association to fund reserves, if any, shall be collected, accounted for, and disbursed as required by law, including, without limitation, Section 720.303, Florida Statutes, as the same may be amended from time to time.

(b) The Board may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. All funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board at the time such special assessment is levied.

(c) In addition to the foregoing, the Association may use assessments to fund the cost of maintenance of any unimproved Lots as described in Section 8.4 below.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) All annual and special assessments shall be established at a uniform rate per Lot. Annual assessments may be increased by an amount not to exceed fifteen percent (15%) of the prior

annual assessment amount per Lot; provided, however, by a vote of a majority of the members of the Association cast in person or by proxy at any meeting of the members duly called at which a quorum is present, the foregoing assessment amount per Lot may be increased above the fifteen percent (15%) limitation set forth in this Section 7.3(a).

(b) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board from time to time. Special assessments shall be collectable in advance in the manner established by the Board at the time such special assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer.** If any assessment installment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate. The Association may also charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty five dollars (\$25.00) or five percent (5%) of the amount of each assessment (and special assessment to the extent allowed by law), for each delinquent installment. All sums assessed against any Lot, together with late fees, interest, costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon, are secured by a continuing lien on such Lot in favor of the Association. Such lien shall include assessments which are due and payable when a claim of lien is recorded as well as assessments which may accrue thereafter, plus late fees, interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. The Association may bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner in the manner prescribed by law, including without limitation, Section 720.3085, Florida Statutes, as the same may be amended from time to time. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for presuit, trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments; provided, however, that any party taking title by foreclosure or deed in lieu of foreclosure shall be liable for any assessments which became due and payable prior to such foreclosure or deed in lieu of foreclosure to the extent provided in Section 720.3085, Florida Statutes, as the same may be amended from time to time. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. Until Developer elects otherwise, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments

due from Owners other than the Developer pursuant to assessments levied by the Board pursuant to this Declaration (the "**Operating Deficits**"). The Developer shall be entitled to use moneys in the working capital fund to fund the Operating Deficits. The Developer shall be obligated to fund such Operating Deficits only as the expenses are actually incurred by the Association and shall continue until the Developer shall notify the Association that it will no longer pay for Operating Deficits of the Association. Upon termination of the Developer's agreement to pay Operating Deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for Operating Deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 7.7 **Capitalization of the Association.** The Association shall establish a working capital fund which shall be funded as set forth in this Section 7.7. Upon the initial transfer of title of a Lot from the Developer (or a successor in title to any portion of the Property who received a contemporaneous full or partial assignment of Developer's rights as contemplated in Section 2.4) or a licensed homebuilder to an Owner with a completed home thereon, the Owner may be required by the Developer to pay to the Association a working capital contribution of Two Hundred and Fifty and No/100 Dollars (\$250.00). This working capital contribution shall not be considered an advance payment of any assessments due pursuant to this Article VII. The working capital fund established by the Association may be used for any purpose for which the Board deems appropriate, including, without limitation, for operational expenses, reserves, capital improvements, or similar uses, notwithstanding the such use could reduce the amount the Developer might otherwise be obligated to pay toward the operation of the Association.

ARTICLE VIII EXTERIOR MAINTENANCE

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality or value of any or all portions of the Property. Such maintenance shall include but not be limited to landscaping maintenance, mowing, painting, roof repair and replacement, repair of gutters and downspouts, repair of exterior building surfaces, repair or removal of fences, and yard maintenance and clean-up. Each affected Owner shall have thirty (30) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes such maintenance.

Section 8.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed, or, in the opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided in Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

Section 8.4 **Unimproved Lot Maintenance.** The Owners of all unimproved Lots must manicure and maintain unimproved Lots in a park-like condition. The Developer or the Association shall have the right (but not the obligation) to provide lawn maintenance to those Lots on which a home has not been constructed, the cost of which maintenance shall be borne by the Owners of such Lots (except for Lots owned by the Developer) and may be included in the regular annual assessments with provisions for credits if a home is completed during the period of assessment. The maintenance may include mowing, edging, and trimming and each Lot shall be subject to an easement granting the Association the right without prior notice to enter upon an unimproved Lot for the purpose of such maintenance.

ARTICLE IX UTILITY PROVISIONS

Section 9.1 **Water System.** The central water supply system provided for the service of the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Developer, provided, however, this provision shall not apply to irrigation systems and related facilities (including, but not limited to a well) located in the Common Area.

Section 9.2 **Sewage System.** The central sewage disposal system provided for the service of the Property shall be used as the sole system for wastewater disposal, and no individual sewage disposal system (including, but not limited to, septic tanks or drain field) shall be permitted on any Lot or any portion of the Property at any time. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, retention pond, detention pond, park, ravine, drainage ditch or canal or roadway.

Section 9.3 **Garbage Collection.**

9.3.1 Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

9.3.2 Each Owner shall participate in any available solid waste recycling program instituted by the Developer, the Association, the City of Jacksonville, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property, if any, shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 9.4 **Utility Services.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, gas, and any other utility services for service to such Lot.

Section 9.5 **JEA Easements.** The Developer and Owners hereby grant to the Jacksonville Electric Authority (the "JEA") the following easements (collectively, the "JEA Easements"): (i) a non-exclusive easement for the installation, operation, maintenance and use of an underground electrical system and underground and above ground potable water and wastewater facilities (including without

limitation associated water and sewer meters) over, under and across those areas designated as 7.5' JEA-E on the Plat (the "**JEA-E Area**"); (ii) an exclusive easement for the installation, operation, maintenance and use of an electrical transmission system, including without limitation transformers and related facilities, over, under and across those areas designated as 10' x 10' JEA-EE on the Plat (the "**JEA-EE Area**"); and (iii) a non-exclusive easement for the installation, operation, maintenance and use of potable water, wastewater, water reuse, and other public utilities, including without limitation water and gravity sewer lines, over, under and across those areas designated as JEA Utility Easement on the Plat (the "**JEA Utility Easement Area**"). The Developer and Owners reserve the right to use the JEA-E Area and JEA Utility Easement Area for any lawful purpose not inconsistent with the grants, agreements, and covenants created under this Section and set forth in the Plat, including, but not limited to, (a) the right to grant easements and licenses to others over, across and under the JEA-E Area and JEA Utility Easement Area so long as such grants do not unreasonably interfere with JEA's rights under this Section and pursuant to the Plat, and (b) the right to construct and install improvements in the JEA-E Area and JEA Utility Easement Area that do not unreasonably interfere with JEA's rights under this Section and pursuant to the Plat, including horizontal improvements such as landscaping, paving, driveways, entrances, sidewalks, curbing, irrigation and fences. The Developer and Owners reserve the right to use the JEA-EE Area for any lawful purpose not inconsistent with the grants, agreements and covenants created under this Section and set forth in the Plat. Notwithstanding anything contained in this Declaration to the contrary, the Developer and Owners hereby agree to comply with the requirements relating to the JEA Easements as set forth in the Plat, and to the extent that this Section 9.5 of the Declaration conflicts with any provision of the Plat, the Plat shall control and be given effect.

**ARTICLE X
USE RESTRICTIONS; RIGHTS AND
EASEMENTS RESERVED AND GRANTED BY DEVELOPER**

Section 10.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes, and/or sales offices with temporary parking during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **Living Area**. Each detached single family residence constructed on a Lot shall contain a minimum of eighteen hundred three (1,803) square feet of heated and air conditioned living area, unless otherwise approved by the Developer or the Association.

Section 10.3 **No Detached Buildings**. No tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures, other than detached garages, shall be erected or permitted to remain on any Lot without the prior written consent of the Developer or the Association, provided, however, that any such detached garages shall be subject to architectural review and approval as set forth in Article VI above. Any such structures must be constructed out of materials and reflect the aesthetic design characteristics substantially similar to the Residential Dwelling Unit on such Lot and are subject to the provisions of Article VI above.

Section 10.4 **Setbacks**. Front, rear and side building setbacks for all dwellings and related structures shall be as established by the PUD.

Section 10.5 **Easement Areas.** No Residential Dwelling Unit shall be erected within any easement area shown on the Plat, within any easement area shown on any other plat or replat of all or any portion of the Property, within any landscape buffer area designed on the Plat, or within any easement reserved by Section 11.1 of this Declaration.

Section 10.6 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the Residential Dwelling Unit to the applicable Lot or parcel boundary.

Section 10.7 **Landscaping.**

(a) A landscaping plan for each Lot and the Limited Common Area adjacent to such Lot must be submitted to and approved by the Developer. All landscaping plans shall meet or exceed Duval County, Florida codes and regulations as they pertain to landscaping. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. All Lots and adjacent Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

(b) Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.7(a) above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.7(a) above, upon the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the City of Jacksonville, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not timely completed, the Association shall, after fifteen (15) days prior written notice to Owner during which period Owner fails to complete the landscaping, have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.8 **Motor Vehicles, Boats and Commercial Vehicles.** No boats, recreation vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot or any portion of the Common Area, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or on any portion of the Common Area. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Commercial vehicles shall include (i) trucks or vans with storage racks constructed higher than the roof on the cab of such vehicle; (ii) pickup trucks equipped with tool boxes which extend beyond the sides of such vehicle as originally manufactured, or above the rear window of the cab of such vehicle; (iii) trucks equipped with machinery, tanks or other equipment installed in the truck bed which extends higher than the side walls of the truck bed as originally manufactured; and (iv) vehicles with any business logo or lettering. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. No abandoned or immobile motor vehicles shall be placed, parked, or stored upon any Lot.

Section 10.9 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any Owner. Any activity on a Lot which interferes with an Owner's reasonable use and enjoyment of another Lot shall be deemed a nuisance and a prohibited activity. Activities constituting a nuisance may include without limitation interference with television, cable, radio, or internet reception, barking or unruly dogs, and loud or intrusive music or noise. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be

made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.10 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with the Architectural Criteria and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.11 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any matter or object in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but not the obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake, except by the Declarant, the Association or their respective employees, agents or independent contractors for the purposes of operation, repair or maintenance of such lakes. All lake and lake bank areas located within the Common Area shall be maintained by the Association with sufficient grass, planting or other lateral support so as to control erosion of the embankment adjacent to such lakes. All lake bank areas located within the Lots (if any) shall be so maintained by the applicable Owner. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Association or the applicable Owner in accordance with the standards described in Section 5.4 hereof. Title to any Lot shall not include ownership of any riparian rights over any lake within the Property. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons by the Declarant.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.12.

Section 10.12 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the Residential Dwelling Unit and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.13 **Trees**. No tree or shrub, the trunk of which exceeds four (4) inches in diameter four (4) feet above the ground, shall be cut down, destroyed or removed from a Lot without the prior written consent of the Developer, except for trees located within an approved building pad, and the area within five (5) feet of such building pad.

Section 10.14 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, without the prior written consent of the Developer.

Section 10.15 **Signs.** No sign of any kind, except for standard "For Sale" signs, shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 10.16 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision. All exterior lighting must comply with the Architectural Criteria.

Section 10.17 **Animals.** All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. In all events, the Board shall be entitled to strictly limit the number of animals any Owner may have on a Lot.

Section 10.18 **Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and any improvements placed thereon and the Limited Common Areas shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot or Limited Common Area for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the Residential Dwelling Unit or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.19 **Fences.** No fence, wall, or other barrier shall be commenced, erected, placed or maintained upon any Lot or any other portion of the Property, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer.

Section 10.20 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving their Lot, including any sections crossing Common Areas or easements, and shall not have the right to alter the driveway, without the prior written consent of the Developer or as expressly permitted in the Architectural Criteria.

Section 10.21 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all zoning, environmental, land use, marketing and consumer protection ordinance, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of this Declaration shall excuse any Owner from complying with any and all applicable zoning or land use laws.

Section 10.22 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent and joinder of any other party.

Section 10.23 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 10.24 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, non-exclusive easement for ingress and egress and to construct, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public convenience or utilities, on, in, under, and over (i) any portion of the Common Area; and (ii) any area designated as an easement, landscape buffer, private street or right-of-way area on the Plat or any other plat or replat of all or any portion of the Property.

Section 10.25 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the Plat or otherwise reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 10.26 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 10.27 **Cable Television, Radio or Other Communication Lines.** Developer reserves for itself, and its successors and assigns, a perpetual easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, under, and over (i) any area designated as an easement, private street, or right of way on the Plat or any other plat or replat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 10.27, the term "cables" shall include without limitation all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 10.28 **Easements for Maintenance Purposes.** Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving the roadways, landscaped areas, wetland areas, lakes, ponds, or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 10.29 **Mailboxes.** A centralized mail kiosk may be supplied and installed by the Developer and shall be maintained by the Association. Individual mailboxes are not permitted.

Section 10.30 **Subdivision Development Activities of Developer.** During the time that the Developer shall be engaged in the construction of roadways, utilities and other infrastructure within the Property, Developer reserves the right to enter upon each Lot for the purpose of clearing trees and vegetation, and the excavation and filling of areas (including permitted jurisdictional wetlands) that in the judgment of the Developer need to be cleared and filled for the installation of utilities, proper grading of right-of-way areas, or for aesthetic reasons. All areas to be disturbed on any Lot shall be filled with suitable fill material to an elevation equal to or higher than the existing grade. All work performed by the Developer or its contractors on all Lots pursuant to this Section 10.30 shall be performed in accordance with all applicable construction and environmental permits.

Section 10.31. **Restrictions and Easements.** In addition to this Declaration, the Property is subject to covenants, restrictions, and easements of public record affecting the Property and individual Lots.

Section 10.32 **Leasing.** For purposes of this Declaration, "leasing" is the exclusive occupancy of a Residential Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing, (ii) have a minimum term of seven (7) consecutive months, (iii) lease the Residential Dwelling Unit in its entirety (e.g., separate rooms within the same Residential Dwelling Unit may not be separately leased), and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any rules and regulations of the Association. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any rules and regulations of the Association.

Section 10.33 **Developer Rights Regarding Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer and in the Common Area, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 10.34 **Recreational Equipment.** No swing sets, play sets, basketball hoops or backboards or other permanent recreational or athletic equipment or device shall be placed in the front of any Residential Dwelling Unit without the prior written consent of the Developer. Any temporary or moveable recreational equipment shall be stored or concealed in the garage while not in use.

Section 10.35 **Window Air Conditioning and Window Coverings.** No window air conditioning units shall be installed on any Residential Dwelling Unit without the prior written consent of the Developer. No reflective foil, sheets, newspapers, or other similar material shall be permitted.

Section 10.36 **Parking**. All parking shall be in accordance with rules and regulations adopted by the Association. On street parking shall be allowed for temporary or visitor purposes and shall not block or encroach upon any other driveway.

Section 10.37 **Common PUD**. Due to the integrated nature of the Property and the lands described in the PUD, no Owner or any other person or entity shall construct any improvements upon the Property, nor take any action which in the sole opinion of the Developer would result in a modification of the terms and provisions of the PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 10.38 **Developer Exemption**. Developer shall be exempt from the provisions of this Article X to the extent that it impedes, in Developer's sole discretion, its development, construction, marketing, sales or leasing activities.

Section 10.39 **Landscape Buffer**. The Plat identifies a certain area located upon the eastern portion of Lots 17, 18, 19, 20, 21, 22, 23 and Tract E designated as a 10' landscape buffer (the "**10' Landscape Buffer**"). The Association shall be responsible for the maintenance of the portion of the 10' Landscape Buffer located on Tract E, and the Lot Owners shall be responsible for the maintenance of the portion of the 10' Landscape Buffer located on each Owner's respective Lot. The 10' Landscape Buffer shall consist of an evergreen hedge, and one tree for each 25 linear feet spaced so as to allow mature growth, but no greater than 40 feet on center. The evergreen hedge shall consist of large, cold hardy shrubs such as Ilex "Mary Nell," Ligustrum japonicum, Nerium oleander, Viburnum odoratissimum, Bivurnum obovatum and Myrica cerifera in order to ultimately obtain a vegetative screen higher than the fence. The shrubs shall obtain an opacity of 85% within 2 years of planting. The trees shall be shade trees, and a minimum 4 inch caliper at the time of planting. The Association shall be responsible for the maintenance of an 8 foot tall, 95% opaque fence along the eastern boundary of the Property. The Developer and Owners hereby grant a non-exclusive easement to the Association over, under and across such portions of the Property as are reasonably necessary for the Association to maintain the fence located along the eastern boundary line of the Property.

Section 10.40 **COJ Drainage Easement**. Developer hereby grants to the City of Jacksonville, a Florida municipal corporation ("**COJ**"), a non-exclusive easement over, under and across that certain area designated as the 26' COJ drainage easement on the Plat ("**COJ Drainage Easement Area**") for the purpose of storm water drainage flow utilizing the portion of the Surface Water or Storm Water Management System located within the COJ Drainage Easement Area. Developer hereby reserves the right to use the COJ Drainage Easement Area for any lawful purpose not inconsistent with the grants, agreements and covenants created under this Section and set forth in the Plat, including, but not limited to, (a) the right to grant easements and licenses to others over, across and under the COJ Drainage Easement Area so long as such grants do not unreasonably interfere with COJ's rights under this Section and pursuant to the Plat, and (b) the right to construct and install improvements in the COJ Drainage Easement Area that do not unreasonably interfere with COJ's rights under this Section and pursuant to the Plat, including horizontal improvements such as landscaping, paving, driveways, entrances, sidewalks, curbing, irrigation and fences.

ARTICLE XI NOTICE OF PERMIT REQUIREMENTS

Section 11.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH PERMIT NUMBER 39496-4 ISSUED BY THE SJRWMD, AS MAY BE AMENDED FROM TIME TO TIME (THE "**PERMIT**"). THE PERMIT MAY BE OWNED BY THE ASSOCIATION, AND, IN SUCH EVENT, THE ASSOCIATION SHALL HAVE

THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT. THE SJRWMD SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THE COVENANTS AND RESTRICTIONS WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

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

ARTICLE XII GENERAL PROVISIONS

Section 12.1 **Developer's Reserved Rights Regarding Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats or replats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 12.1 shall be dispositive for all purposes; provided nothing contained in this Section 12.1 shall authorize the Developer to take any action that would (i) have a material and adverse effect on any improved portion of the Property, or (ii) alter the Surface Water or Stormwater Management System, including the water management portion of the Common Areas, without the prior written approval of the SJRWMD.

Section 12.2 **Remedies for Violations.**

(a) If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration.

The ACOE and the SJRWMD, as applicable, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or the SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

(b) In addition to all other remedies, and to the maximum extent allowed by law, the Association may (i) levy reasonable fines against an Owner, his family, guests, lessees, invitees or employees, or (ii) suspend the right of an Owner, his family, guests, lessees, invitees or employees, to use the Common Areas and facilities, for failure of the Owner to comply with any covenant or restriction contained in this Declaration, the Bylaws or any rule of the Association, provided the following procedures are adhered to:

(i) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(ii) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine or a suspension for such violation. Included in the notice shall be the date and time of a proposed meeting of a committee appointed by the Board (the "**Rules Enforcement Committee**"), at which meeting the Owner shall have the opportunity to present argument as to why a fine or suspension should not be imposed. The Association shall provide at least fourteen (14) days prior written notice of such proposed meeting of the Rules Enforcement Committee, and the Owner shall deliver written notice to the Association at least seven (7) days prior to the proposed meeting that the Owner elects to participate in the proposed meeting. If the Owner does not timely provide written notice to the Association that the Owner elects to participate in the proposed meeting, the Owner shall be deemed to have waived its right to present argument as to why a fine or suspension should not be imposed.

(iii) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Rules Enforcement Committee shall receive evidence and hear argument as to why a fine or suspension should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the meeting or the date of the proposed meeting (if Owner is deemed to have waived its right to such meeting). At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(iv) The Rules Enforcement Committee, by majority vote, may impose a suspension or a fine not to exceed the maximum amount allowed by law from time to time.

(v) Fine shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(vi) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

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

(viii) The imposition of fines or suspension shall not be construed as an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(ix) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 12.3 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.4 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 12.5 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.6 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years after the date of recordation of this Declaration in the public records, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants, provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot located within the Property. Additionally, at any time after the Plat has been recorded in the public records of Duval County, Florida, the Developer shall have the unilateral right to record a supplement to this Declaration setting forth the Plat Book and Page number for the Plat and addressing any related matters with respect to the Plat as it affects this Declaration. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligation of the parties with respect to any ACOE permit must have the prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and Duval County, Florida or any other governmental body that may have

authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to an individual or entity that assumes all such responsibility in writing. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.

Section 12.7. **Assignment of Permit Responsibilities and Indemnification.** In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the SJRWMD permit. The Declarant hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the Plat of the Property. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 12.8 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency among Florida law, the Declaration, the Articles, and the Bylaws, then Florida law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

Section 12.9 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.10 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 12.11 **Exhibits, Addenda, and Riders.** All exhibits, addenda and riders referred to herein or attached hereto are hereby incorporated into and made part of this Declaration by reference.

Section 12.12 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM, OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY

TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

Section 12.13 Disclaimer of Liability of the Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITED THE GENERALITY OF THE FOREGOING:

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

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

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

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

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD

MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Developer and the Association have caused this Declaration to be executed and delivered as of the Effective Date (as defined in Section 12.10 of this Declaration).

Signed, sealed, and delivered in the presence of:

DEVELOPER:

MARBON DEVELOPMENT COMPANY, L.L.C., a Florida limited liability company

[Signature]

Print Name: Zachry C. Lever

[Signature]

Print Name: Patricia H. Todd

By: [Signature]

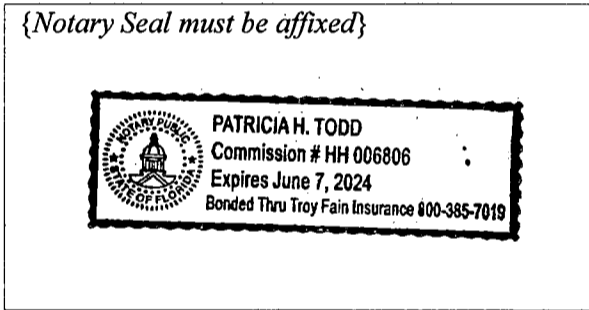
Name: William V. Norris

Title: President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31 day of AUGUST 2021, by William V. Norris as President of Marbon Development Company, L.L.C., a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced Fl drw. lic. as identification.



[Signature]

Signature of Notary Public

Print Name: Patricia H. Todd

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

[signatures continue on the following page]

EXHIBIT A**Legal Description of the Property**

A parcel of real property situated in Duval County, Florida, and more completely described as follows:

A PART OF GOVERNMENT LOT 7, SECTION 18, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE JOSEPH SUMMERLAND GRANT (SECTION 40), WITH THE NORTHERLY RIGHT OF WAY LINE OF MARBON ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 55°31'34" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MARBON ROAD, A DISTANCE OF 449.82 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°31'34" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 113.08 FEET; THENCE NORTH 01°15'50" WEST, 49.09 FEET; THENCE SOUTH 88°44'10" WEST, 166.72 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 88.49 FEET, AS MEASURED ALONG A CHORD BEARING NORTH 67°23'18" WEST TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 30.00 FEET, A DISTANCE OF 12.13 FEET, AS MEASURED ALONG A CHORD BEARING NORTH 38°42'21" EAST; THENCE NORTH 89°48'42" WEST, 127.07 FEET; THENCE NORTH 00°18'18" EAST, 28.39 FEET; THENCE NORTH 89°48'42" WEST, 14.42 FEET; THENCE NORTH 00°11'18" EAST 178.32 FEET; THENCE NORTH 00°31'40" WEST, 40.00 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 518.02 FEET, A DISTANCE OF 107.19 FEET, AS MEASURED ALONG A CHORD BEARING NORTH 05°24'38" EAST, TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE WEST, AND HAVING A RADIUS OF 571.31 FEET, A DISTANCE OF 121.55 FEET, AS MEASURED ALONG A CHORD BEARING NORTH 05°14'33" EAST, 121.55 FEET TO A POINT IN THE SOUTHERLY LINE OF THE LANDS RECORDED IN OFFICIAL RECORDS VOLUME 11609, PAGE 1138 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°40'39" EAST, ALONG SAID SOUTHERLY LINE, 34.52 FEET TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED LANDS; THENCE NORTH 00°11'15" EAST, ALONG THE EASTERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS VOLUME 11609, PAGE 1138, A DISTANCE OF 60.02 FEET TO A POINT IN THE LINE DIVIDING SAID GOVERNMENT LOT 7 AND GOVERNMENT LOT 4 OF SAID SECTION 18; THENCE NORTH 88°35'39" EAST, ALONG SAID DIVIDING LINE, 279.85 FEET TO THE NORTHWEST CORNER OF THE PLAT OF SAWYER RIDGE, AS RECORDED IN PLAT BOOK 67, PAGES 123 AND 124 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 01°08'06" WEST ALONG THE WESTERLY LINE OF SAID PLAT, A DISTANCE OF 330.52 FEET TO THE SOUTHWEST CORNER OF SAID PLAT, THE SAME BEING

THE NORTHWEST CORNER OF THE LANDS RECORDED IN OFFICIAL RECORDS VOLUME 550, PAGE 251, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 01°24'22" EAST, ALONG THE WESTERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS VOLUME 550, PAGE 251, A DISTANCE OF 208.43 FEET TO THE SOUTHWEST CORNER OF SAID AFOREMENTIONED LANDS; THENCE NORTH 88°53'19" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS VOLUME 550, PAGE 251, A DISTANCE OF 120.74 FEET; THENCE SOUTH 34°28'26" EAST, 37.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of Common Area

TRACTS A, B, C, D AND E, OF THE PLAT OF ORANGE PICKER ESTATES, AS SUCH PLAT IS SET FORTH IN EXHIBIT C TO THIS DECLARATION.

[general depiction appears on following page]

General Depiction of Common Area

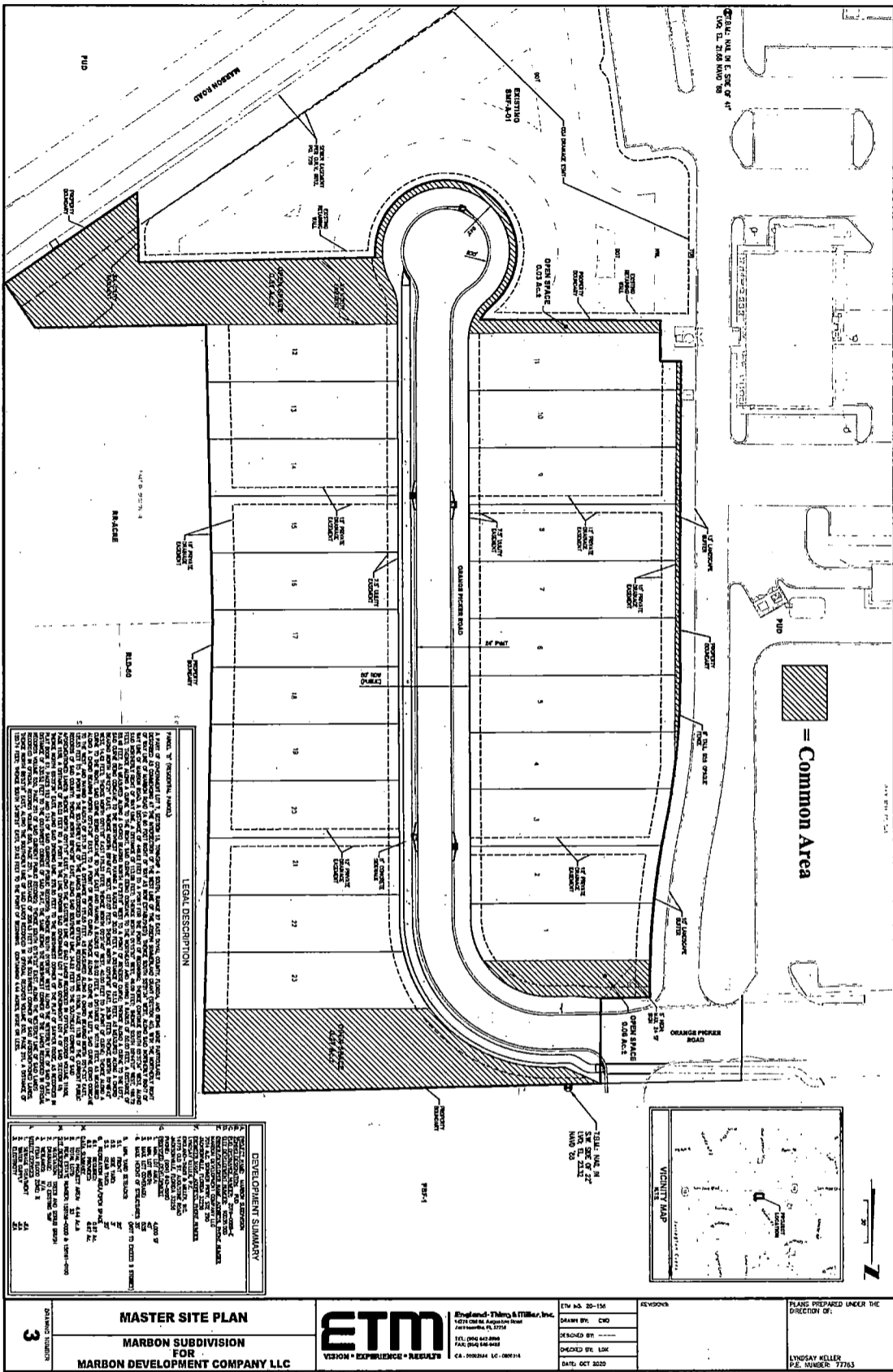


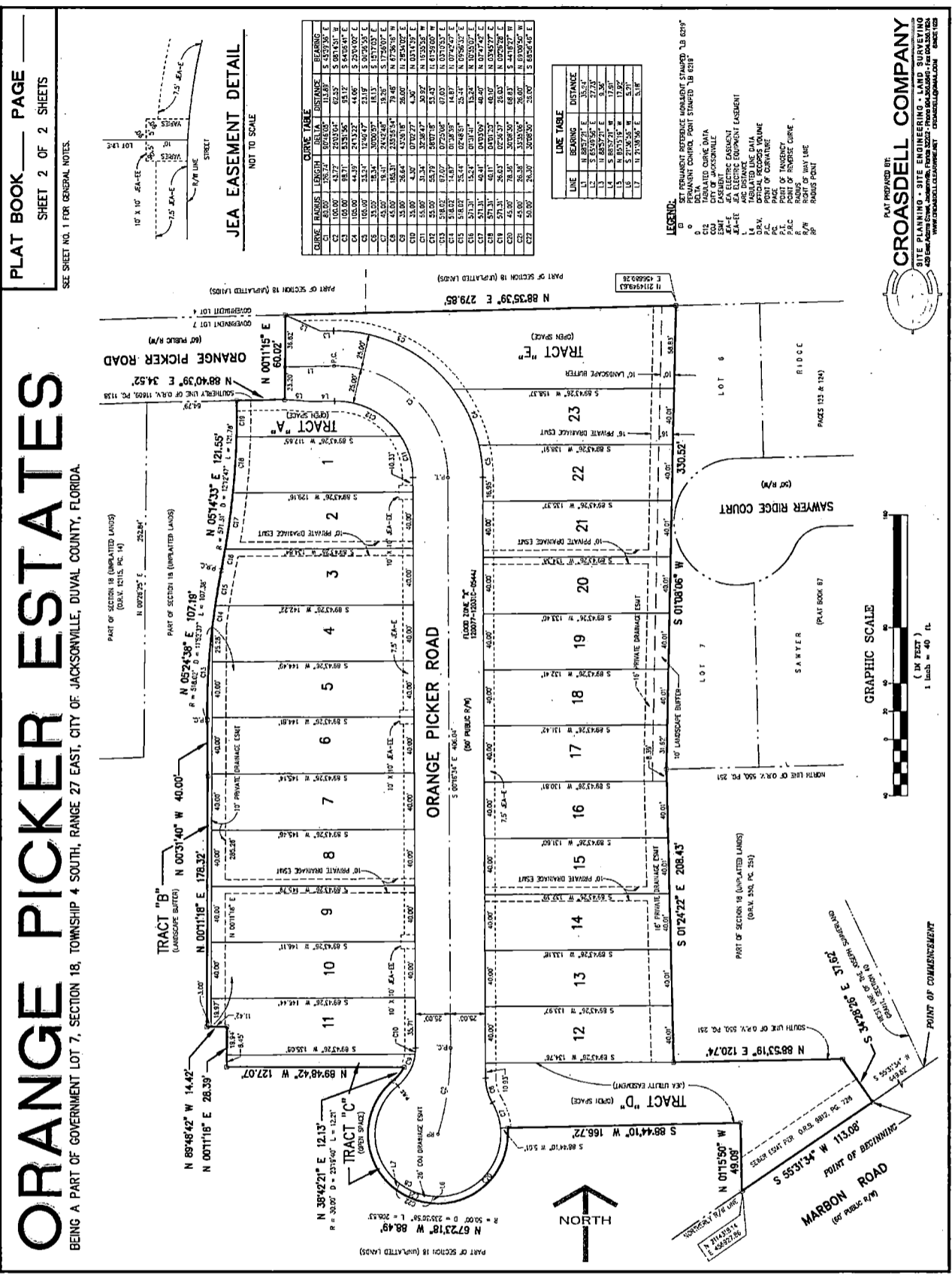
Exhibit B - Page 2

00362821

EXHIBIT C

The Plat

[appears on following pages]

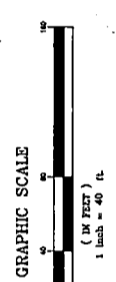


00362821

Exhibit C - Page 3

(PLAT AND PLANS) CITY DEVELOPMENT NO. 10035.000

PLAT PREPARED BY:
CROASDELL COMPANY
 400 S. PALM BLVD., SUITE 200, JACKSONVILLE, FLORIDA 32202
 WWW.CROASDELL.COM



PLAT BOOK PAGE
 SHEET 2 OF 2 SHEETS
 SEE SHEET NO. 1 FOR GENERAL NOTES

EXHIBIT D

Form of Articles of Incorporation

[appears on following pages]

**ARTICLES OF INCORPORATION
OF
ORANGE PICKER ESTATES HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be Orange Picker Estates Homeowners Association, Inc. (the "Association"). All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Orange Picker Estates to be recorded in the public records of Duval County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the Association's principal office shall be in Duval County, Florida, and its mailing address shall be 7014 A.C. Skinner Parkway, Suite 290, Jacksonville, Florida 32256 or at such other place as may be established by resolution of the Board from time to time.

III. PURPOSES.

The Association does not contemplate pecuniary gain or profit to its Members. By way of explanation and not of limitation, the purposes for which the Association is organized are:

A. To promote matters of common interest and concern of the Owners of property within the Subdivision.

B. To own, maintain, repair and replace the Common Area, including without limitation the landscaping and improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permit No. 39496-4, as such permit may be amended from time to time, and applicable SJRWMD rules, and to assist in the enforcement of the restrictions and covenants contained therein and in the applicable permits issued or to be issued by the Army Corps of Engineers, if any, as the same may be amended from time to time.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including, without limitation, contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board to enter into agreements with other property owners associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.
- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.
- J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

The Members ("Members") shall consist of the Developer (so long as Developer owns a Lot), and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting membership as follows:

1. Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.

2. Class B Membership. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(i) Three (3) months after ninety percent (90%) of the Lots or other parcels located within the Subdivision have been conveyed to Members of the Association other than builders, contractors, or others who purchase a Lot or parcel for the purpose of constructing improvements thereon for resale; or

(ii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. Except as otherwise provided in the Declaration or any other Association documents, the affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors (the "Board") consisting of three (3) directors (the "Directors"). Directors need not be members of the Association and need not be residents of the State of Florida.

B. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint all of the Directors, which Directors shall hold terms of office as determined by the Developer. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer. Following termination of the Class B Membership, Directors shall be elected as herein provided.

C. Elections shall be by plurality vote. At the first annual election of the Board, the terms of office of the elected Director receiving the highest number of votes shall be established at two (2) years. The other Directors shall be elected for terms of one (1) year each. Thereafter, as many Directors shall be elected as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

D. The names and addresses of the initial Directors who shall hold office until their successors are elected or appointed and have qualified, are as follows:

(TBD) _____

(TBD) _____

(TBD) _____

VIII. OFFICERS.

The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create (the "Officers"). Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the first annual meeting of the Board and until their successors are duly elected and qualified are:

President (TBD) _____
Vice President (TBD) _____
Secretary (TBD) _____
Treasurer (TBD) _____

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding not less than two-thirds (2/3) of the total votes allocated to the Members pursuant to these Articles, and as approved by the St. Johns River Water Management District as to any matters pertaining to the Surface Water or Stormwater Management System.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Zachry C. Lever, Esquire
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or Officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or intentional misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board shall determine whether amounts for which a Director or Officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a

manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board to be appropriate for such dedication and which the authority is willing to accept. If no municipal or governmental authority will accept such dedication, the assets of the corporation may be conveyed exclusively to another entity organized for the same purposes as the Association.

2. If the Board determines that the assets are to be distributed among the Members upon dissolution or final liquidation, each Member's share of the assets shall be determined by the Board in an equitable manner in accordance with a plan of distribution of assets and otherwise as required by applicable law, including, without limitation, 617.1406, Florida Statutes, as the same may be amended from time to time.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved or merged, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity which is approved by the St. Johns River Water Management District, Florida Department of Environmental

Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 62-330.310, Florida Administrative Code, or other administrative regulation of similar import.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes, as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this ___ day of _____ 20__.

Name Printed: Zachry C. Lever
Title: Incorporator

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 20__ by Zachry C. Lever. Said person did not take an oath and is personally known to me.

Print Name: _____
Commission No.: _____
My Commission Expires: _____

In compliance with Section 617.0501, Florida Statutes, the following is submitted:

ORANGE PICKER ESTATES HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 7014 A.C. SKINNER PARKWAY, SUITE 290, JACKSONVILLE, FLORIDA 32256, HAS NAMED CONTEGA BUSINESS SERVICES, LLC, WHOSE ADDRESS IS ONE INDEPENDENT DRIVE, SUITE 1200, JACKSONVILLE, FLORIDA 32202, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**ORANGE PICKER ESTATES
HOMEOWNERS ASSOCIATION, INC.**

Name Printed: Zachry C. Lever
Title: Incorporator

Dated: _____, 20__

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, CONTEGA BUSINESS SERVICES, LLC HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF HIS DUTIES.

CONTEGA BUSINESS SERVICES, LLC

By: _____
Richard W. Hawthorne, Executive Vice
President

Dated: _____, 20__

EXHIBIT E

Form of Bylaws

[appears on following pages]

**BYLAWS
OF
ORANGE PICKER ESTATES HOMEOWNERS ASSOCIATION, INC.**

I. DEFINITIONS.

All defined terms contained in these Bylaws that are defined in the Declaration of Covenants and Restrictions for Orange Picker Estates to be recorded in the public records of Duval County, Florida (the "Declaration"), and in the Articles of Incorporation of Orange Picker Estates Homeowners Association, Inc. (the "Articles"), shall have the same meanings given to such terms in the Declaration and Articles.

II. LOCATION OF PRINCIPAL OFFICE.

The office of Orange Picker Estates Homeowners Association, Inc. ("Association") shall be at 7014 A.C. Skinner Parkway, Suite 290, Jacksonville, Florida 32256, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

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

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

IV. BOARD OF DIRECTORS.

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

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

V. ELECTION OF DIRECTORS.

A. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint all Board members. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made in accordance with Section C. of this Article V.

B. The Developer shall, within twenty (20) days prior to the date set for the annual meeting of the Members, notify the Secretary of the names of the Directors that the Developer is appointing to the

Board.

C. Any Member may nominate himself or herself as a candidate by notice to the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

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

E. In order for an election of members of the Board to be valid and binding, the election must occur in conjunction with the annual meeting of the Members and there shall be no quorum requirement in connection with the election of Board members; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all Officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, reimburse them for their actual expenses incurred in the performance of their duties, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy, assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy, assess, and collect assessments from the Members of the Association.

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

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

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

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including, without limitation, the administration of any provisions for the imposition of fines contained therein.

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

B. It shall be the duty of the Board:

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days' notice to each Director.

C. Meetings of the Board shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments. Notice of all meetings of the Board shall be given as required by law.

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

VIII. OFFICERS.

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

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

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

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

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

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

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

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

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

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

IX. COMMITTEES.

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

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

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

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

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property.

C. For elections of the Board, the Members shall vote in person or by mail by written ballot.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Orange Picker Estates Homeowners Association, Inc., a Florida not for profit corporation.

XIV. AMENDMENTS.

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

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles, the provisions of the Declaration and Articles shall control.

Adopted by the Board of Directors of Orange Picker Estates Homeowners Association, Inc., a Florida not-for-profit corporation, at a duly called meeting of the Board of Directors held on _____, 20__.

By: _____
Name Printed: _____
Its: _____