

This Instrument Prepared By, Record,
and Return To:

3851 Timucouma Rd. #301
Jacksonville, FL 32210

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SADLER TRACE TOWNHOMES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADLER TRACE (“**Declaration**”), is made this 26th day of July, 2023, by **SADLER TRACE LAND, LLC**, a Florida limited liability company, hereinafter referred to as “**Declarant**.”

RECITALS

1. Declarant is the owner of certain real property located in Duval County, Florida, which is more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”), and desires to create a residential community on platted Lots which shall contain single-family townhomes known as Sadler Trace Townhomes.
2. Declarant recorded the Declaration of Covenants, Conditions, and Restrictions Sadler Trace Homeowners Association, Inc., on February 9, 2023, in Official Records Book 20579, Page 1318, public records of Duval County, Florida (“**Original Declaration**”).
3. Declarant is the owner and holder of the Property as defined in the Original Declaration and as further defined in this Declaration, and has the authority to amend and restate the Original Declaration.
4. The Original Declaration is amended and restated in total, and replaced by this Declaration, and the Property shall be subject only to the terms, provisions, restrictions, easements, and conditions as more particularly set forth in this Declaration.
5. Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of Sadler Trace Townhomes and, to this end, desires to subject the Property to the terms, covenants, easements, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for Sadler Trace Townhomes.

NOW, THEREFORE, Declarant hereby declares that all of the Property, as described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in

the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such owner thereof.

ARTICLE I
RECITALS

1.1 Recitals. The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

ARTICLE II
DEFINITIONS

2.1 “Area of Common Responsibility” those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

2.2 “ARC” shall mean the Architectural Review Committee established to perform the duties of the ARC as set forth herein.

2.3 “Articles of Incorporation” shall mean the Articles of Incorporation for Sadler Trace Townhomes Association, Inc., attached hereto as Exhibit “B”.

2.4 “Assessments” shall mean a sum or sums of money for common expenses provided for herein, or by any subsequent amendment, which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of Sadler Trace Townhomes, for establishing and providing services to Owners and occupants and for maintaining the Property or Common Areas within Sadler Trace Townhomes, and areas common to the overall Property (i.e. main entrance, water maintenance, etc.), all as may be specifically authorized from time to time by the Board of Directors of the Association (as defined below), which, if not paid by an Owner, can result in a lien against the Lot. The Assessments shall include Monthly Assessments, Special Assessments, and Specific Assessments.

2.5 “Association” shall mean and refer to the Sadler Trace Townhomes Association, Inc., its successors and assigns. The Association is an association within the meaning of Florida Statutes, Chapter 720 and is NOT a condominium association within the meaning of Florida Statutes, Chapter 718.

2.6 “Board of Directors” or “Board” shall mean and refer to the representative body that is responsible for the administration of the Association.

2.7 “Builder” shall mean any person or entity that purchases a Lot from Declarant for the purpose of constructing one or more Homes. NVR, Inc., a Virginia corporation d/b/a Ryan Homes is hereby designated a “Builder.”

2.8 “By-Laws” shall mean the By-Laws of Sadler Trace Townhomes Association, Inc., attached hereto as Exhibit “C”.

2.9 “Common Areas” shall mean all real property to be owned or leased by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association or its members by recorded plat or a Supplemental Declaration. The Common Areas include all land that is subject to this Declaration, less and except (a) the platted Lots which have been reserved by Declarant for sale to Owners and (b) all areas dedicated or conveyed to a governmental authority. The Common Areas shall be deeded by Declarant to the Association as hereafter provided.

2.10 “Common Expenses” shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, as the Board may find necessary and appropriate from time to time.

2.11 “Community” shall mean the development known as Sadler Trace Townhomes.

2.12 “Declarant” shall mean and refer to Sadler Trace Land, LLC, a Florida limited liability company, its successors and assigns, by specific written assignment, acting pursuant to this Declaration. It shall not include any person or entity who purchases a Lot, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

2.13 “Environmental Resource Permit” shall have the meaning ascribed in Section 7.10 of this Declaration.

2.14 “Guest” means any person who is physically present in or occupies a Lot at the invitation of the Owner without the payment of consideration or rent.

2.15 “Home” or “Unit” shall mean a residential dwelling and appurtenances thereto constructed on a Lot within the Community. The term Home may not reflect the same division of property as reflected on the plat of the Lots. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of a Lot Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

2.16 “Institutional Mortgage” shall mean and refer to the holder of a first mortgage against a Lot, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

2.17 “Lease” means the grant by a Lot Owner of a temporary right of use of the Owner’s Lot for valuable consideration.

2.18 “Lot” shall mean a platted residential Lot as shown on the Plat of Sadler Trace Townhomes, recorded in Plat Book 80, Page 60, Public Records of Duval County, Florida.

2.19 “Member” shall mean and refer to each Owner and the Declarant, as long Declarant owns all or any part of the Property.

2.20 “Monthly Assessment” shall mean and refer to monthly assessments levied on all Units subject to assessment under this Declaration, to fund Common Expenses, which may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the SWMS, any mail delivery center, any recreational facilities, entrance features, buffer or landscape areas, perimeter walls located within Lots, walls and fences located on Lot lines, and any wetland conservation areas; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; costs of utilities; amounts payable to a telecommunications provider for telecommunications services furnished to Owners; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association’s obligations hereunder, or as determined to be part of the Common Expenses by the Board. By way of example, and not of limitation, Common Expenses shall include all of the Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Common Expenses shall not include Reserves.

2.21 “Occupant,” when used in connection with a Lot, means any person who is physically present in a Lot on two (2) or more consecutive days, including staying overnight.

2.22 “Owner” or “Lot Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties, but shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. “Owner” shall not include Declarant or Builder, even after the Turnover Date.

2.23 “Party Wall” shall mean and refer to any wall common to two Units which shall be owned equally by the Owners of such Units.

2.24 “Primary Occupant” shall mean the natural person approved for occupancy when title to the Lot is held in the name of a trustee, a corporation, or other entity which is not a natural person.

2.25 “Properties” or “Property” shall mean and refer to that certain real property described in Exhibit “A” attached hereto and incorporated herein, known as Sadler Trace Townhomes and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

2.26 “Special Assessments” means assessments levied in accordance with Article V, Section 5.8 of this Declaration.

2.27 “Specific Assessments” means assessments levied in accordance with Article V, Section 5.9 of this Declaration.

2.28 “Surface Water Management System and Storm Water Management System” or “SWMS” shall mean and refer to the surface water management system or storm water management system for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, and those works defined in Section 373.403, Florida Statutes (2018). The Surface Water Management System includes those works authorized by St. Johns River Water Management District pursuant to the Permit, which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

2.29 Intentionally deleted.

2.30 “Supplemental Declaration” an amendment or supplement to this Declaration filed pursuant to Article XVIII which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

2.31 “Townhome” shall mean a residential Townhome unit constructed within the Community, within a Townhome Building.

2.32 “Townhome Building” shall mean and refer to the common continuous building structure with shared roof and other common structural elements, constructed on a group of Townhome Lots and all structural components thereof. Each Townhome Building is or will be partitioned, by the means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

2.33 “Turnover” shall mean the transfer of operation of the Association by the Declarant to Owners.

ARTICLE III **PROPERTY RIGHTS**

3.1 Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a nonexclusive easement of ingress and egress over the roadways in the Properties, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following rights, easements and provisions:

3.1.1 The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

3.1.2 The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as it may deem proper.

3.1.3 The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

3.1.4 Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas (other than wetlands) and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

3.1.5 There shall be an easement for encroachment in favor of the Declarant, Builder, Owners and the Association where any portion of the Common Areas encroaches upon any portion of a Lot.

3.1.6 Any portion of the Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.

3.1.7 NEITHER THE DECLARANT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

3.2 Delegation of Rights. Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his Guests, his tenants, invitees or contract purchasers who reside on the Property.

3.3 Conveyance of Common Areas. The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant no longer owns any Lot. Declarant may convey title, and the Association shall accept title, to the Common Areas at any time prior to the Declarant's conveyance of the last Lot owned by the Declarant, at Declarant's sole option.

3.4 Judicial Partition. There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Properties or any part thereof seek judicial partition thereof.

3.5 Drainage Utility Easements. Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

3.6 Driveways. Every Lot Owner shall have an easement over any portion of their driveway located beyond their Lot line.

3.7 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the growth of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community; and (v) design of any portion of the Community. Each such person also expressly indemnifies and agrees to hold harmless the Declarant, and the Association, and all employees, directors, representatives, officers, agents and partners of the Declarant and the Association, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY. To the extent permitted by law, Each Owner agrees to indemnify and hold harmless the Declarant, and the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas within the Community, by Owners, their lessees, Guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Qualification. Every person or entity who is a record fee simple Owner of a Lot, and Declarant, at all times, as long as it owns all or 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. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant, and such natural person shall exercise the Lot's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Lot.

4.2 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles, and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles, and Bylaws. The Association shall have the following two (2) classes of voting membership:

4.2.1 Class A Members. Class A Members shall be all Owners and Builder. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

4.2.2 Class B Member. The Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained in the Property, until such time as the Property is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. Turnover shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

4.2.2.1 When ninety percent (90%) of the total Lots ultimately planned for Sadler Trace Townhomes are conveyed to Owners other than Builder;

4.2.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur;
or

4.2.2.3 As otherwise required by Section 720.307, Florida Statutes (2018).

4.3 Voting. The Members of the Association shall be entitled to vote as outlined in the Articles of Incorporation. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose, except for establishing a quorum. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant designated as set forth above.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENT

5.1 Assessments. Subject to the provisions of Article V, Section 5.18 herein, the Owner of any Lot (by acceptance of a deed therefor, 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 Monthly Assessments or charges and any Special Assessments or Specific Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or services, or by abandonment or otherwise.

5.2 Monthly Assessments. The Monthly Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of management, provision of services, maintenance and repair in a manner consistent with the maintenance standards of Sadler Trace Townhomes and promoting the health, safety and welfare of the residents in the Properties, including, but not limited to, the following:

5.2.1 Payment of all fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services, to the Owners and residents of Sadler Trace Townhomes.

5.2.2 Improvements, maintenance and repair of the Common Areas, including, but not limited to, the cost of maintaining:

5.2.2.1 All streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;

5.2.2.2 All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;

5.2.2.3 All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;

5.2.2.4 Fences, signs, mail kiosk, common area lights and fountains, if any, located on the Common Areas;

5.2.2.5 Operation, maintenance and repair of the Surface Water Management System and Storm Water Management System located within the Property which serves only the Property. The Association shall be responsible for the operation, maintenance and repair of the master Surface Water Management System or Storm Water Management System;

5.2.2.6 Maintenance or repair of, electrical lighting, irrigations pumps, wells, and other necessary utility services for the Common Areas, and/or non-potable water to service the sprinkler system in the Common Areas and on the Lots;

5.2.3 Hiring professional advisors, management companies, service providers and payment of management and service fees and charges;

5.2.4 Flood and casualty insurance covering the full insurable replacement value of the Common Areas with extended coverage;

5.2.5 Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;

5.2.6 Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

5.2.7 Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

5.2.8 Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;

5.2.9 Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

5.2.10 Satisfaction of any of the obligations imposed by Duval County and/or any other governmental entity;

5.2.11 Payment of real property taxes, personal property taxes and other Assessments levied against the Common Areas;

5.2.12 Improvement, maintenance and repair of any portion of a Lot which is the responsibility of the Association pursuant to the terms of this Declaration.

5.3 Lawn and Landscaping. In addition to maintenance of the Common Areas, the Lot Owners shall be assessed by the Association for the regular maintenance, fertilization, pest control of the lawn and landscaping and regular maintenance of the irrigation system on their Lots to maintain lawns and landscaping in a healthy and reasonably attractive condition. Lawn, landscape and irrigation maintenance by the Association shall include mowing and edging of, and application of fertilizers and chemicals to control weeds and insects on such lawns and such lots along with fertilizing and pruning of trees and shrubbery, mulching of trees and shrub beds and treating shrubbery for disease and insects except that the Association will have no responsibility for landscaping installed by Owner of the Unit unless, and only to the extent that, the Association expressly assumes such responsibility in writing. The lawn, landscaping and irrigation Assessments ("Lawn Assessments") shall be considered a part of the Monthly Assessment. Also included in the Monthly Assessments of the Association shall be Assessments for minor repair and maintenance of driveways on each Lot from each residence to the roadway providing access to such residence. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot in the case of damage due to the negligence of an Owner or its lessees, invitees or Guests, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas in such event. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as a Specific Assessment. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN THE COMMUNITY MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN THE COMMUNITY. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE COMMON EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

5.4 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in Section 5.3 if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or damage caused by an Owner. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as a Specific Assessment.

5.5 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Lawn Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant or Builder, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the Association.

5.6 Irrigation Facilities. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by St. Johns River Water Management District or the County regulations. The Association is responsible for maintenance and repair of the irrigation facilities,

including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots, except in the case of damage caused by an Owner or its lessees or invitees. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Common Expenses for which Assessments shall be levied except in the case of costs for repair and replacement of damage caused by an Owner or its lessees or invitees, which costs shall be assessed against the respective Lot as a Specific Assessment. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

5.7 Master Metered Irrigation Water Usage; Potable Water Service. The costs associated with irrigation water usage for all Lots shall be deemed part of the Common Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of irrigation water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN THE COMMUNITY MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN THE COMMUNITY. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE COMMON EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER. Each Lot will have a separate meter for potable water and the Owner thereof shall pay the potable water costs directly to the provider.

5.8 Special Assessments. In addition to the Monthly Assessments, the Association may levy in any Assessment year a Special Assessment, applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. All Special Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Special Assessment.

5.9 Specific Assessments. In addition to the Monthly Assessments, the Association may levy a Specific Assessment, against one or more Units, for extraordinary maintenance,

reconstruction, or repairs to a Unit that are undertaken by the Association pursuant to this Declaration. All Specific Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Specific Assessment.

5.10 Apportionment of Assessments. All Monthly Assessments and Special Assessments for items pertaining to the Common Areas and Association maintenance responsibilities shall be at a uniform rate for each Lot in the Properties, except as set forth in Article VI below; provided, however, the Association may assess additional costs against any Lot to correct maintenance deficiencies, or to enforce the provisions of this Declaration, or which contains special plantings or landscaping, such as rose gardens, orchids, etc., which require extra care, maintenance and expense by the Association.

5.11 Determination of Assessments. The Board shall fix (a) the date of commencement and (b) the amount of the Assessments against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of Assessments, the Association shall notify Owners by sending written notice of such commencement date and amount to said Owners at the address as shown on the current roster of Members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.12 Payment of Monthly Assessment. The Monthly Assessment for which provision is herein made shall be paid monthly, in advance, unless otherwise determined by the Board. The first Monthly Assessment shall be adjusted according to the number of months remaining in the fiscal year.

5.13 Right to Lien. If any Assessments are not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Lot in the Public Records of Duval County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

5.14 Priority of Lien. Liens for delinquent Assessments shall be effective as of the date of recording the claim of lien in the Public Records Duval County, Florida, and shall be prior to and superior to the creation of any homestead status on the Lot and any subsequently recorded liens or encumbrances.

5.15 Subordination of Lien to Institutional Mortgage. The lien for Assessments shall be subordinate to the lien or charge of a bona fide first mortgage held by an Institutional Mortgagee

on any Lot, if the mortgage is recorded in the Public Records prior to the claim of lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by an Institutional Mortgagee, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2018). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Common Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. An Institutional Mortgagee shall give written notice to the Association if the mortgage held by such Institutional Mortgagee is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Institutional Mortgagee. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

5.16 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments charges and liens created herein:

5.16.1 All properties to the extent of any easement or other interest therein dedicated and accepted by Duval County and devoted to public use.

5.16.2 All Common Areas as defined in Article II.

5.16.3 All Lots owned by the Declarant or Builder, prior to conveyance by Builder to a third party purchaser.

5.17 Payment of Deficiency by Declarant. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, prior to turnover of control of the Association, the Declarant shall not be obligated for, nor subject to, any Monthly Assessment for any Lot which it or the Builder may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Monthly Assessments and the amount received from Owners other than the Declarant in payment of the Monthly Assessments levied against their respective Lots. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments. The Declarant shall not be responsible for any of said reserves, capital expenditures or Special Assessments. THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION

720.308(1)(B), FLORIDA STATUTES (2018). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2018), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

The Declarant may, at any time, give sixty (60) days' written notice to the Association of its intention to terminate its responsibility for the deficiency and waiving its right to exclusion from Monthly Assessments. Upon the conclusion of the sixty (60)-day period, each Lot owned by the Declarant shall thereafter be assessed at ten percent (10%) of the Monthly Assessment established for Lots owned by Members other than the Declarant, which reflects the fact that Vacant Lots will not benefit from maintenance and other services provided by the Association. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title.

5.18 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner by the Builder. The Owner is jointly and severally liable with the previous Owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. An Owner, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is the Owner of the Lot. The Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

5.19 Initial Contribution: Each Owner shall be required to pay, at the time of closing of an Owner's purchase of a Lot, an Initial Contribution (the "Initial Contribution") in an amount equal to three (3) times the amount of the Monthly Assessment and is subject to increase or decrease by the Board of Directors upon a simple majority vote at a duly noticed meeting of the Board of Directors. This Initial Contribution is due and payable at the time of each closing or transfer of ownership, including transfers of ownership that are a result of vesting by means of a deed in lieu of foreclosure, certificate of title or tax deed. The Initial Contribution is due from any and all new buyers or owners and shall not act as a credit towards the payment of Monthly Assessments. The funds derived from Initial Contributions are income to the Association and shall be used at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Any funds received by the Association shall be used first to satisfy the unpaid Initial Contribution prior to the application of funds towards the Monthly Assessments. Unpaid Initial Contributions shall be collected in the same manner as unpaid Monthly Assessments, including collection by lien rights. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion, to waive the Initial Contribution on the initial sale of the lot.

ARTICLE VI ASSOCIATION

6.1 Duties of the Association. The Association shall be responsible for maintenance of Common Areas, for repair, maintenance and routine painting of the exterior of the residence on each Lot, for maintenance of the lawns and landscaping on the Lots, for repair and maintenance of

the driveway and sidewalks located on each Lot, for irrigation, for routine replacement of Unit roofs and other maintenance responsibilities, as determined by the Board.

6.2 Authority to Contract for Services by Third Parties. In order to fulfill its obligations under this Declaration, the Association shall have the power and authority to execute one or more maintenance or service contracts providing for maintenance and/or other services to Members, Lots and the Property.

6.3 Association Intervention. In addition to the regular maintenance responsibilities of the Association, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors to preserve the beauty, quality and value of the Community, any additional maintenance, repair or replacement that is otherwise the responsibility of the Lot Owner hereunder and which the Lot Owner fails to replace, restore, repair or perform after thirty (30) days' written notice to the Lot Owner of the need of such replacement, restoration, repair or maintenance.

6.4 Reimbursement of Association. The cost of such additional maintenance set forth above shall be assessed against the Lot upon which such maintenance is performed, or at the option of the Board of Directors, against the Lot or Lots benefiting from the maintenance. The Assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. Any such additional maintenance Assessments shall not be considered a part of the Monthly or Special Assessment. Any such additional maintenance Assessment shall be a lien on the Lots affected as determined by the Board of Directors and the personal obligation of the Owners thereof and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

6.5 Reconstruction. In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article XVII below.

6.6 Failure of Owners to Repair. In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

6.7 Assignment of Insurance Proceeds. In the event that the Association exercises the rights afforded to it in this section, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

For this purpose, the Owners of the Lots agree to provide for the Association to be named as an additional insured under any hazard and flood insurance policies relating to their Lots and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association.

6.8 Payment of Costs. Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association.

ARTICLE VII

SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER MANAGEMENT SYSTEM.

7.1 Dedication. The Surface Water Management System and Storm Water Management System are hereby dedicated as part of the Common Areas. The Surface Water Management System and Storm Water Management System shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state.

7.2 Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District (the "District"). Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District. All operation maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

7.3 Use Restrictions. The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

7.3.1 Digging or excavation;

7.3.2 Depositing fill, debris, or any other material or item;

7.3.3 Constructing or altering any water control structure; or

7.3.4 Any other construction that would modify the Surface Water Management System and Storm Water Management System.

If the Property contains a wetland mitigation area or a wet detention pond (as defined in the District regulations), no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. In addition, if the Property contains a wetland mitigation area which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintaining the wetland mitigation areas until such time as the District determines that the area is successful in accordance with the Environmental Resource Permit.

7.4 Construction. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

Each Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the District.

7.5 Enforcement by District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

7.6 Dissolution of Association. If the Association ceases to exist, then the operation and maintenance of the Surface Water Management System and Storm Water Management System in accordance with the requirements of the Environmental Resource Permit, will be transferred to an acceptable entity that would comply with Rule 62330.310, Florida Administrative Code (2018) and comply with Section 12.3.1 of the Environmental Resource Permit Applicant's Handbook.

7.7 Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Surface Water Management System and Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

7.8 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water Management System and Storm Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water Management System and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire Surface Water

Management System and Storm Water Management System. No person shall alter the drainage flow, the Surface Water Management System and Storm Water Management System, including buffer areas or swales, without the prior written approval of the District.

7.9 Amendment. Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

7.10 Environmental Resource Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as **Exhibit "D"**. Copies of the Permit and any future permit actions of the District shall be maintained by the Registered Agent of the Association for the benefit of the Association.¹

ARTICLE VIII **USE RESTRICTIONS**

The use of the Lots shall be in accordance with the following provisions.

8.1 Single Family. The Property may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.

8.2 Unauthorized Structures. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant or of the Association after Declarant has conveyed the last Lot which Declarant owns in the Property.

8.3 Communication Equipment. To the extent permitted by law, no aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, without the prior written consent of the Association.

8.4 Recreational Vehicles. No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and non-commercial trucks or vans, as determined by the Board, shall be placed, parked or stored upon any Lot (except in the garage) or in the Common Areas for a period of more than eight (8) hours, unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the Properties, except within a building where totally isolated from public view. All garage doors must remain closed, except upon entering or exiting the garage.

8.5 Street Parking. All vehicles must be parked in the garage and/or the driveway located on each Lot. No vehicles may be parked on the streets located within the Property, except temporarily (less than 6 hours). Notwithstanding the foregoing, no vehicles may be parked on the

streets overnight. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was ever previously cited for such violation. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association, the irrevocable right to tow or remove vehicles parked on the Owner's Lot or any other portion of the Community that are in violation of this Declaration

8.6 Sprinkler Systems. All Lot areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the water line of any abutting lakes or water management areas. No stones, gravel or paving of any types shall be used as a lawn.

8.7 Nuisance. Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to the Community. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

8.8 Signs. No sign of any kind, including "For Sale" signs, shall be displayed to public view on any Lot or Common Area, including signs placed in windows, except a sign identifying Sadler Trace Townhomes, street or traffic control signs, or except as placed by the Declarant or approved by the ARC or the Association as the case may be. After Declarant no longer owns any portion of the Properties, Owners may maintain one "For Sale" sign which meets Association approval.

8.9 Maintenance of Lawn Structures. No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvement or appurtenance shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

8.10 Declarant's Rights. The sale, rental or other disposition of Lots in the Property is essential to the establishment and welfare of the Properties as an on-going residential community. In order that the development of the Properties be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant or Builder, Declarant's transferees or employees, agents and assigns, contractor or subcontractors of Declarant or Builder, or of Declarant's transferees, from taking any action they may determine to be reasonable, necessary or advisable

for the completion of the work and the sale and establishment of the Properties as a residential community, including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this section, the words "its transferees" specifically exclude purchasers of Lots.

8.11 Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Lot. Waste shall be kept in sanitary containers, which shall be kept within the garage of each Unit. Sanitary containers may not be placed outside the driveway area of any Lot, except for a reasonable period for refuse pickup to be accomplished.

8.12 Gas Tanks. Gas tanks shall not be allowed other than propane tanks attached to a grill.

8.13 Fences. No fences of any kind may be constructed or installed on any portion of any Lot.

8.14 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. The Owner of each Lot may keep a maximum of two (2) pets of a normal, domesticated, household-type, such as a cat or dog on the Lot, subject to the behavioral criteria set forth below. All pets shall be registered with the Association and pets are limited to Owners only. All Pets are to be walked in designated areas only and no pets are permitted in the recreation areas. The pets must be leashed at all times while on any of the Common Areas outside the Lot. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal of any pet that becomes a source of annoyance to other residents in the Property as reasonably determined by the Board of Directors. All pets must meet the following strict behavioral criteria:

8.14.1 The pet shall not make disturbing noises such as barking or crying that interfere with other residents' quiet enjoyment of the Property;

8.14.2 The pet shall not be permitted to damage any Common Area of the Property;

8.14.3 The pet shall not be permitted to defecate except in permitted areas. When using permitted areas, Owners will clean up after their pets every time without exception;

8.14.4 The Owner will obey any and all use and health regulations concerning pets on the Property. No pet shall be allowed on the pool deck;

8.14.5 Their Owners whenever outside the residence will securely leash pets. No pet shall be allowed to run free for any amount of time;

8.14.6 No pet shall behave in any fashion, which reasonably disturbs the enjoyment of the property by other Owners and their guests;

8.14.7 No aggressive or vicious breeds (pit bull, rottweiler, doberman, or chow) shall be permitted on the Property;

8.14.8 Aggressiveness, viciousness, biting or any behavior causing injury to any person shall be grounds for immediate removal of the pet from the Property without the notice requirements below;

8.14.9 If an owner's pet behaves in a fashion, which violates the behavioral criteria, the Board is permitted to exercise the following remedies:

8.14.9.1 On the first offense the Association will send written notice to the homeowner asking that the behavior be changed.

8.14.9.2 If a second behavioral problem occurs during any twelve-month period, the Board of Directors may vote to order the pet removed at any regularly scheduled meeting via a simple majority of the Board.

8.15 Retention Drainage Areas. No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement or by the Declarant.

8.16 Wells. No wells may be placed, maintained or used on any Lot.

8.17 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, lessees, Guests or invitees on, over or from any Lot, Common Area, within the Community, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable conditions and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lot, Common Area, or the Property. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Common Area, or the Property. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, lessees, Guests or invitees.

8.18 Utility Lines. All utility lines and lead in wires, including, but not limited to, electrical lines, cable television lines, telephone lines and water and sewage lines located within the confines of any Lot shall be located underground.

8.19 Firearms. The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

8.20 Trees. No Homeowner shall remove, damage, trim, prune or otherwise alter any tree in the Community, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except (a) with the express written consent of the Association, or (b) if the trimming, pruning or other alteration of such tree is

necessary because the tree or a portion thereof creates an imminent danger to person or property and there is not sufficient time to contact the Association for its approval. Notwithstanding the foregoing limitation, a Homeowner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Homeowner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

8.21 Outside Window Coverings: Awnings, Canopies and Shutters. Window treatments shall consist of draperies, blinds, decorative panels or other window coverings deemed acceptable by the ARC. No newspaper, aluminum foil, sheets, or other temporary window treatments shall be permitted. No reflective window coverings or tinting shall be permitted on any window, and no security bars shall be affixed to the exterior of a Home so as to cover over the area of a window, without the prior written consent of the ARC. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the ARC prior to installation (this provision shall not be deemed to apply to any such awnings, canopies or shutters installed in connection with the initial construction of the Home).

8.22 Declarant's Right to Intervene. In order ensure the health, safety and general welfare of all Members of the Association, the Declarant, for itself and for the Association reserves the right to enter upon any Lot for the purpose of mowing, clearing or cutting underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Declarant to provide such service.

8.23 Declarant and Builder Exemption. Declarant and Builders plan to undertake the work of constructing Townhomes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other Property being developed or marketed by Declarant or its affiliates. The completion of that work and the sale, rental and other transfer of Townhomes is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the ARC shall do anything to interfere with Declarant's and/or Builder's activities. The Declarant and Builder are exempt from the use restrictions provision, conditions and terms set forth in Sections 8.1 through 8.9, 8.11, 8.12, 8.13, 8.15, 8.18, 8.20, and 8.21 for any Lot which is subject Declarant or Builder construction activity related to the construction of Improvements on the Lots, or other Lots in the Community, and for any Lot or Townhome on any Lot which is being held for sale or used by Declarant or a Builder for any sales, marketing, construction or related Declarant or Builder activity

ARTICLE IX **DECLARANT' S RIGHTS**

9.1 Declarant's Rights. The Declarant and its successors or assigns and Builder will undertake the work of constructing Units and related amenities on the Lots and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Community as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include

purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's or Builder's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

9.1.1 Prevent the Declarant, its successors or assigns, and Builder or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Community may be modified by the Declarant at any time and from time to time, without notice); or

9.1.2 Prevent the Declarant, its successors or assigns, and Builder or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Community as a Community and disposing of the same by sale, lease or otherwise; or

9.1.3 Prevent the Declarant, its successors or assigns, and Builder or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within The Community and of disposing of Lots therein by sale, lease or otherwise; or

9.1.4 Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property in the Community; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Units, and sales offices and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time. The Declarant also expressly reserves the right to retain one or more Units in the Community as a guest house, to be used and enjoyed by the Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a

written instrument signed by the Declarant and duly recorded in the Public Records of Duval County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Community and each Lot therein may be temporarily interfered with by the development and construction work occurring on those Lots owned by the Declarant or its successors and assigns and each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Community. Each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of the Community may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

9.2 Common Areas.

9.2.1 So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

9.2.2 Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

9.2.3 The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license or grant of use right except upon the prior written consent of the Declarant of the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing said Units.

9.2.4 Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

9.2.5 Any type use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

9.2.6 Declarant shall have the right in its sole discretion to grant easements, licenses or use rights for the Common Areas to persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

9.2.7 Prior to any conveyance, designation, dedication, lease or grant of easement, license or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

9.2.8 Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their Guests and tenants unless otherwise provided by the Declarant.

9.2.9 No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

9.2.10 Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

9.2.11 The Declarant and its affiliates and Builder shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, and Builder elect to effect. Further, the Declarant and its affiliates, Guests and invitees and Builder shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

9.2.12 The Association and the Members shall be obligated to accept the Common Areas and any improvements located thereon in their "as-is" condition. Neither the Declarant nor any Builder makes any representations or warranties, express or implied, all of which are disclaimed to the fullest extent permitted by law, with respect to the common areas and the improvements thereon including without limitation the merchantability or fitness for any particular purpose, the construction, design, adequacy of size or capacity related to the use of the same, date of completion or future economic performance or operation of the common areas and the improvements thereon, including all material fixtures, personal property or equipment therein.

9.3 Enforcement and Inaction.

9.3.1 So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration.

9.3.2 The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article V.

9.3.3 Notwithstanding anything to the contrary in this Declaration, the terms and provisions of this Article shall not be amended, modified or terminated without the prior written consent of the Declarant so long as Declarant owns any Unit(s) in the Community.

ARTICLE X **PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PROPERTY**

10.1 Easements. The Association, Declarant and each Owner shall each have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

A. Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Property for all lawful purposes; and

B. Rights to connect to, maintain and make use of Utility Systems, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Property, but only in accordance with all laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

C. Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Townhome which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. The exercise of these rights and interests shall be subject to and subordinate to the terms and provisions of the Declaration, the Articles, the Bylaws, any recorded Plats, the Rules and Regulations, and applicable laws.

10.2 City Easements. The City is hereby granted and shall have a perpetual non-exclusive easement over the Common Area tracts for access thereto to operate, maintain, or repair any utilities located under said Common Area. In addition to the foregoing, the City, as a granted perpetual non-exclusive easement, shall be entitled to access and use any utility easements for maintenance and repair of any utilities on or about the Property. The granting of the foregoing easements or any others herein, or via the Plat, to the City does not impose any obligation, burden, responsibility or liability upon the City to enter upon the subject property and take any action to repair or maintain the system unless otherwise stated herein or thereon.

10.3 Title to Common Property. Declarant shall convey to the Association fee-simple title in and to the Common Property, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Plats, this Declaration and any easements or matters recorded in the public records prior to such conveyances to the Association. Once conveyed to the Association, the Common Property may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant).

10.4 Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be Limited Common Expenses to be assessed against and paid by the Owners of those Lots to which the Limited Common Area is assigned. Declarant reserves the right in its sole discretion to designate any initial or additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to

additional Lots, so long as the Turnover Meeting has not occurred. Any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of Members, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. The Association may adopt Rules and Regulations which govern, among other things, the use of the Limited Common Area. Prior to the Turnover Meeting, the Declarant, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association at Limited Common Expenses.

10.5 Extent of Easements. The rights and easements in and around the Common Area created in this Article X shall be governed by the following:

A. Subject to any rights of Declarant, Builders and the Owners set forth in this Declaration, except as to any part of the Common Property that is required to be conveyed to local government, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing and insuring of the Common Property;

B. Declarant, until conveyance of fee-simple title to the Association, and the Association thereafter, may reserve unto itself or grant or dedicate to Declarant, any Owner, any Governmental Authority and/or to any utility companies, easements and rights-of-way, over, under, in or through the Common Property for installation, use, maintenance, repair, replacement, and inspection of utility lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or for completion of the development of the Property. No Improvements or materials may be placed upon any such easements which may damage or interfere with the installation, maintenance, repairing or replacement of such utilities or the easement area or that may alter or impede the direction or flow of drainage, or that may interfere with completion of development of the Property;

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

E. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation, or transfer.

F. The right of the Association to, without any vote of the Owners, to grant easements and rights of way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property.

G. The right of Declarant, Declarant's affiliates, Builders and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

H. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's and/or Builders' development and construction of the Community and Townhomes therein).

I. Declarant's rights reserved in this Declaration;

J. Matters shown in the Public Records or on any recorded Plats; and

K. Applicable laws.

10.6 Additional Easements over Common Property.

A. Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Property for the benefit of Declarant and its Assignor, and for the benefit of the Builders, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Stormwater Management System, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction, (for the purposes of this Section the term "construction" shall be construed in the broadest terms to include all construction activities and related and ancillary activities necessary, desirable, economical, effective, or desirable for construction of Improvements within the Community), sales and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an

orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the Streets or within the Common Property or any easements as shown on any recorded Plats or as otherwise properly established. The easements and rights-of-way herein reserved: (y) shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the local government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property; and (z) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder, contractor or other party who purchases or hold the title to property for the purpose of constructing a Townhome thereon for resale.

10.7 Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

10.8 Intentionally Deleted.

10.9 Intentionally Deleted.

10.10 Intentionally Deleted.

10.11 Grant and Reservation of Easements. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, Builders, the Association and Declarant as hereinafter specified for the following purposes:

(1) Utility and Services Easements.

1. Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property, including the individual Townhomes and Townhome Buildings, and the Common Area (collectively, "Utility Providers"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, and operating any "Utility Lines and Systems" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules, and regulations of any applicable governmental authorities (collectively,

“Utility Easements”). All such Utility Easements shall be of a size, width, scope, and location as Declarant (or the Association, after Turnover), in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Utility Easements.

2. For purposes of this Declaration, the term **“Utility Lines and Systems”** shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, electrical lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable television service, Internet service, alarm systems and all utility infrastructure, machinery, and apparatus appurtenant to any of the foregoing, necessary or desirable to service the Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with any Utility Lines and Systems.

3. Any Utility Easement granted to any Utility Provider concerning any Utility Lines and Systems, which Utility Easement runs through, across, or under any Townhome Building (**“Benefitted Townhome Building”**), shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome within said Benefitted Townhome Building, and in favor of, and benefitting, any other Townhome in any other Townhome Building which Townhome accesses said utility infrastructure or Utility Lines and Systems via the Benefitted Townhome Building.

4. Declarant hereby reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, utility providers providing service, and any and all service or repair providers, a perpetual blanket easement for the provision of utility services, installation, operation, maintenance, repair and replacement of all Utility Lines and Systems (**“Townhome Utility Easement(s)”**), which Townhome Utility Easement shall be located: (y) within the designated (or to be designated) utility chases under, attached to, through, or within each Townhome and servicing one or more Townhomes within a Townhome Building, as such chases are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome; and (x) under or through each Townhome Lot (i.e., generally in the front of or in the back/rear of the Townhome located on said Townhome Lot), via the designated (or to be designated) conduit, piping, or direct-bury (or other) method, as necessary to service said Townhome (through the Townhome’s garage or otherwise) and to service any other Townhomes located within the same Townhome Building, as

such conduit, piping, or direct-bury (or other) method are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome. Townhome Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Townhome Utility Easements.

5. Declarant further reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, service or repair providers, and utility providers providing service, a perpetual blanket easement for HVAC systems, electrical/gas/water meters and other electrical, gas, and water equipment, mounted on the end of any Townhome Building and benefiting one or more Townhomes within the particular Townhome Building. To the extent the mounted systems, equipment, and meters are not located on Common Area, the owner of the individual Townhome where the systems, equipment, and meters are located, is specifically taking title subject to the foregoing easements for access, repair, use, maintenance, replacement, operation, and installation granted to each individual Townhome Owner within any particular Townhome Building, the Association, utility providers, and service or repair providers. The easements granted in this Section 10.11(1)5. are further subject to the rights and obligations set forth in Section 10.11(1)6., directly below.

6. As they relate to servicing each Townhome within a Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the subject Utility Lines and Systems, including all infrastructure, meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome, and serving one or more Townhomes within the subject Townhome Building; (ii) under or through each Townhome Lot via the designated conduit, piping, or direct-bury (or other) method, and servicing said Townhome and servicing any other Townhomes located within the same Townhome Building; (iii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhomes within the subject Townhome Building; and/or (iv) within the concrete slab foundation of each Townhome Building and serving one or more Townhomes within the subject Townhome Building and "**daylighting**" into each Townhome under such Townhome. Further, said Utility Easement granted pursuant to Section 10.11(1)5., directly above, and as set forth in this Section 10.11(1)6., shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in each Townhome Building or Townhome.

7. No Utility Provider shall disrupt, interfere with, or damage the Utility Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such

disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

8. Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, the Townhome Utility Easements, and any other easements granted or reserved pursuant to this Article X, without the joinder and consent of the Owners or other Members, provided none of the foregoing unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property.

(2) Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Townhome or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees. Such encroachment will likely constitute a violation of the County's regulations. The County does not expressly or by implication authorize such encroachment. This Section does not limit the County's ability to pursue all available remedies to prevent or remove such encroachments. The County will not permit or allow such encroachments into any easement of land dedicated to or owned by the public for utility, drainage or roadway purposes.

(3) Easement to Enter Upon Lots and Townhomes. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

(4) Easement for Roof Overhang. An easement or easements, as shown on the Plat and Additional Plat, if any, to provide for the roof overhang of a Townhome in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

(5) Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

(6) Plat Easement(s). The Plat and/or Additional Plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

(7) Fence and Wall Easement. An easement for the installation, construction, location, maintenance, repair, and inspection of a community fence or wall common to the community along rear or side lot lines of a Lot, for a fence or wall owned, maintained, and repaired by the Association.

10.12 Access Easement. Declarant hereby reserves for itself and for the benefit of Builders, perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads and driveways, if any, within or upon the Property and all other portions of the Property which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Builders, Declarant's employees, contractors and agents, Declarant's successors and assigns, the Owners, and the respective lessees, employees, agents, invitees, and licensees of Declarant and the Owners.

10.13 Assignments. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Townhome is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

10.14 Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easements shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the

easement area. The Owners of Lots subject to any easements shall not construct any improvements on the subject easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

10.15 Model Row. Declarant hereby reserves the right for Builders to construct and/or operate a "model row(s)" in the Community. The "model row(s)" may contain models for the Community or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across the roads within the Community as Declarant may determine in its sole discretion. In the event that Declarant or any Builders constructs a "model row(s)" in the Community, such "model row(s)" may be used for such period of time that Declarant or any Builders determines to be necessary, in its sole judgment. Builders may use any model home(s) for a sales office and/or a construction office. By the Owner's acceptance of a deed for a Lot and Townhome in the Community, such Owner agrees and acknowledges that: (i) Declarant and Builders have a right to construct and/or operate a "model row(s)"; (ii) Declarant and Builders have an easement over the Community for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in the Community or other communities being developed by Declarant and Builders, as long as such "model row(s)" exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant or Builders, including, without limitation, the carrying of signs, the posting of signs on Lots or Townhomes or other types of demonstrations in the Community or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of the Community by the other Owners, are detrimental to the value of the Townhomes within the Community and interfere with Declarant's and/or its affiliates ability to conduct their respective business.

ARTICLE XI **ENFORCEMENT OF COVENANTS**

11.1 Duty to Comply. Every Lot Owner and his tenants, Guests, invitees and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws for Sadler Trace Townhomes Association, Inc., and the Rules, Regulations and Architectural Guidelines, as same exist and as all such documents may be amended or adopted in the future.

11.2 Enforcement. Failure to comply herewith or with such rules and regulations shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant, Builder and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

11.3 **Fines.** The Association shall have the right to levy a fine against a Lot Owner for any violation of the provisions of this Declaration that continues for more than fourteen (14) days after written notice. The amount of such fine shall be established by the Association, but in no event shall any fine be more than \$100 per day or the maximum amount allowed by applicable law, whichever is greater. Any fine so levied shall be deemed a Specific Assessment and shall constitute a lien on the Owner's Lot.

11.4 **Attorneys' Fees.** If any litigation is commenced to enforce the covenants and conditions of this Declaration, the prevailing party thereto shall be entitled to reasonable costs and attorneys' fees, including costs and fees of any appeal.

ARTICLE XII **TRANSFER OF OWNERSHIP AND LEASING OF LOTS**

12.1 **Forms of Ownership.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership and leasing of a Lot by an Owner shall be subject to the following provisions, which provisions each Owner covenants to observe.

12.1.1 **Individual Ownership.** A Lot may be owned by an individual person.

12.1.2 **Co ownership.** Co ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single-family housekeeping unit. If co ownership is to be by more than two persons, the Owners shall designate one natural person as "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the actual Owner.

12.1.3 **Entity Ownership.** A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. The corporation, trustee or any entity which is not a natural person shall designate one natural person to be the "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the only actual Owner.

12.1.4 **Life Estates.** A Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during the life estate, the life tenant shall be the only Member in the Association from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-owners for purposes of voting and occupancy rights.

12.2 Transfers.

12.2.1 There shall be no restrictions on transfers of Lots, however, any Owner desiring to sell or otherwise transfer title to his Lot shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

12.2.2 The Association must be notified of any transfer of title to a Lot as provided in the By-Laws.

12.2.3 There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for Assessments as hereafter provided, regardless of when recorded.

12.2.4 Builder shall be exempt from the terms of this Section 12.2.

12.3 Leases.

12.3.1 All leases of Lots must be in writing, and a copy of any lease shall be delivered to the Board upon commencement of the lease. All leases shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of this Declaration.

12.3.2 No Lot may be leased for a period of less than thirty (30) days, nor more than two (2) times during any 12-month period.

12.3.3 Builder shall be exempt from the terms of this Section 12.3.

ARTICLE XIII **PARTY WALL**

13.1 Subject to Declaration. It is hereby declared that any Party Wall, and any extensions of it, shall be subject to the covenants, restrictions and easements set forth in this Declaration.

13.2 Examination of Party Wall. Any Owner who purchases a Unit with a Party Wall acknowledges that they have physically examined the Party Wall prior to closing on the purchase of the Unit and it is mutually agreed that both owners of the Party Wall (hereinafter referred to as the "co- owner") waive any and all claims, damages, demands, actions, proceedings, rights or remedies that each may have as against the other arising out of or relating to the Party Wall, including the construction of chimneys and flues therein already constructed as of the date of closing of the purchase of the Unit.

13.3 Duty to Repair or Rebuild. In the event of damage or destruction of the Party Wall from any causes, other than the negligence of either party, the then co-owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each co-owner, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken if a condition exists which may result in damage or injury to any person or property if

repair or reconstruction work is not undertaken. Either co-owner, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other co-owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay the co owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other co-owner shall then have five (5) days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the co owner's share of the cost of the work.

13.3.1 If either co owner's negligence shall cause damage to or destruction of the Party Wall, the negligent co-owner shall bear the entire cost of repair or reconstruction.

13.3.2 If either co-owner shall neglect or refuse to pay the co owner's share, or all of the cost in case of negligence, the other co- owner may have the wall repaired or restored and shall be entitled to have a mechanics' lien and lis pendens on the Unit of the co- owner failing to pay for the amount of such defaulting co owner's share of the repair or replacement cost.

13.4 Establishment of Easement. Each co-owner and his respective successors, heirs, or assigns shall have any easement over that part of the Lot of the other co-owner on which the Party Wall is located, as may be necessary or desirable to carry out the terms of this Article.

13.4.1 Each co-owner and his respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement over that part of the Lot of the other co-owner necessary or desirable to repair, restore, or extend the Party Wall.

13.4.2 Each co- owner shall permit the other co- owner and the other co owner's contractors, licensees, agents and employees to enter his property for the purpose of repairing or restoring the Party Wall and shall secure the permission of the tenants, if any, occupying the Unit for such entrance.

13.5 Notice. Any notice or report required under this Article shall be sent to a co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co- owner, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

13.6 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to a Party Wall contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

13.7 Indemnification. Each co-owner agrees to indemnify and hold the other co-owner harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co-owner.

13.8 Liability for Unpaid Expenses pertaining to Party Wall. Upon any transfer of title to a Unit, the selling co-owner (“Grantor”) and the purchaser (“Grantee”) of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the Party Wall accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

13.9 Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of three arbitrators, one to be chosen by each co-owner and the third to be chosen by the two chosen by the co-owners. If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then two other arbitrators shall be chosen by the American Arbitration Association. If the two arbitrators chosen by the co-owners fail to choose a third arbitrator within ten days after they have been selected, then a third arbitrator shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days’ notice. THE DECLARANT AND EACH OWNER AND BUILDER, BY ACCEPTANCE OF A DEED TO A LOT, SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN THIS SECTION 13 ABOVE.

13.10 Use of Party Wall. Either co-owner shall have the right to use the side of the Party Wall facing the co-owner’s Lot in any lawful manner, including attaching structural or finishing materials to it; however, a co-owner shall not create windows or doors in the Party Wall without the written consent of the other co-owner. Any consent given to one of the co-owners to make openings in the Party Wall shall be subject to the right of the other co-owner to close up such openings at such times as that co-owner desires to use that part of the Party Wall.

ARTICLE XIV
UNIT ROOFS AND EXTERIOR UNIT PAINTING

14.1 Subject to Declaration. It is hereby declared that the roof and exterior walls of each Unit shall be subject to the covenants, restrictions and easements set forth in this Declaration.

14.2 Duty to Repair. The Association shall perform the following maintenance on the Unit, in such manner and on such schedule as the Board of Directors deems appropriate to maintain such improvements in neat and attractive condition.

14.2.1 Replacement of the roofs (including shingles and roof decking) of the Unit at the end of their useful life, as the Board may determine, however, each Owner shall be responsible for any maintenance or repairs needed during such useful life to maintain the roof in proper condition. Each Owner shall be responsible for the maintenance, repairs and replacement of the roof of their Unit, except as noted above, and shall maintain appropriate hazard insurance to cover the costs of such repairs. In the event of damage or destruction of a roof of a Unit, the Owner of such Unit shall repair or rebuild such roof on the same line, in the same size, and of the same or similar material and of like quality with the current roof. The repairs and reconstruction of a roof shall be undertaken whenever a condition exists which may result in damage or injury to any person or property.

14.2.2 Recaulking of the exterior portions of all windows and exterior doors, but only at such time as the Association or its contractor undertakes painting of all exterior painted surfaces; the Association shall have no responsibility for reglazing windows at any time or for maintaining caulking between paintings, which shall be the Owner's responsibility, nor shall the Association have any liability for air, water, or moisture leaks or damage resulting from the need to reglaze or recaulk windows, window sills and/or doors; and

14.2.3 Painting of all exterior painted surfaces of Units; in preparation for painting the exterior of Homes, the Association may, but shall have no obligation to, repair any portion of the painted surface which it finds to be damaged or deteriorated, as it deems appropriate to provide a proper surface for painting, and in such event it may assess the cost of such repair or replacement to the Owner of the Unit as a Specific Assessment.

14.2.4 Owners shall not repaint the exterior of the Home except as approved by the Board in connection with repair-related purposes due to damage to paint caused by an Owner or negligence of an Owner or its lessees, invitees or Guests. In the event that an Owner is responsible for painting an exterior portion of its Home for repair related purposes, due to damage to paint caused by an Owner or negligence of an Owner or its lessees, invitees or Guests, then any such proposed painting by the Owner shall be subject to Board approval. If the proposed painting by an Owner is approved by the Board, the Board shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

14.2.4.1 all work and materials shall be at the Owner's sole cost and expense;

14.2.4.2 all color selections shall be approved by the Board and must be the same or substantially similar to the other Homes attached to the Home;

14.2.4.3 the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

14.2.4.4 if the Association thereafter paints the Home and there are other Homes attached to the Home, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Common Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs.

14.2.5 The Association shall not be responsible for any improvements or modifications added or made to any Unit after the conveyance of the Unit to the first Owner following completion of the initial improvements thereon unless, and then only to the extent that, the Association expressly assumes such responsibility in writing.

14.3 Easement.

14.3.1 Each Owner and his respective successors, heirs, assigns, contractors, licensees, agents and employees shall have an easement in that part of the Lot of the other co-owner(s) necessary or desirable to repair, restore or replace the roof of their Unit.

14.3.2 Each co-owner shall permit the other co-owner(s) and the other co-owner's contractors, licensees, agents and employees to enter his Lot for the purpose of repairing, restoring or replacing the roofs and shall secure the permission of the tenants, if any, occupying the property for such entrance.

14.4 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant, and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

14.5 Notice. Any notice or report required under this Article shall be sent to the co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co-owner, in which event the new address given

shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

14.6 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, including, without limitation, the roof thereof, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to the roof of their Unit contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

14.7 Indemnification. Each co- owner agrees to indemnify and hold the other co- owner(s) harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co- owner(s).

14.8 Liability for Unpaid Amounts for Repair or Replacement. Upon any transfer of title to a Unit, the selling co-owner ("Grantor") and the purchaser ("Grantee") of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the roof accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

14.9 Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of arbitrators, one to be chosen by each co- owner and an additional arbitrator to be chosen by the arbitrators chosen by the co- owner(s). If a co- owner fails to choose an arbitrator within ten days after the first one is chosen, then any other required arbitrators shall be chosen by the American Arbitration Association. If the arbitrators chosen by the co- owners fail to choose the additional arbitrator(s) within ten days after they have been selected, then the additional arbitrator(s) shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days' notice.

ARTICLE XV **OWNER'S RESPONSIBILITY**

15.1 Owners' Responsibility.

15.1.1 Maintenance. Except as specifically assigned to the Association above, all maintenance, repair, and replacement of the Units and other improvements and/or landscaping and irrigation on the Lots, shall be the responsibility of the respective Owners, as provided in the Declaration. The Owner's responsibility shall specifically include, without limitation, responsibility for maintaining structural portions of the Unit and annual inspection and treatment as needed for termites, and responsibility for removal and replacement of any dead or diseased sod, trees, shrubs, and other plant material on such Owner's Lot. Although the Association shall

have no duty to monitor or ensure compliance with this subsection, each Owner shall provide to the Association, if requested, a certificate evidencing that the Unit has been inspected by a licensed termite inspector within the preceding twelve (12) months and no evidence of termite infestation was found.

15.1.2 Insurance.

15.1.2.1 Requirements. Each Owner of a Unit shall maintain, at such owner's sole cost and expense, insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible, naming the Association as an additional insured. Each Owner shall provide a certificate evidencing such insurance to the Association with payment of the first installment of the Assessment, each fiscal year of the Association, for such Unit and within ten (10) days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Unit. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Unit is cancelled. In the event that an Owner fails to obtain or maintain the insurance that the Owner is required to obtain hereunder, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot as a Specific Assessment. NOTHING HEREIN SHALL CREATE ANY DUTY ON THE PART OF THE ASSOCIATION TO MONITOR OR OBTAIN INSURANCE COVERAGE ON UNITS, OR ANY LIABILITY TO ANY PERSON IN THE EVENT THAT THE OWNER OF A UNIT FAILS TO MAINTAIN THE INSURANCE REQUIRED. This requirement is for the benefit of all Owners in the Community and failure to maintain required insurance shall subject an Owner to disciplinary action by the Association pursuant to the Declaration; however, nothing in this subsection shall obligate the Association to monitor compliance or ensure that Owners maintain the required insurance.

15.1.2.2 Association's Rights. In the event of a casualty or loss, the Association shall be entitled to file a claim against the Owner's insurance for the cost of any repair or reconstruction to the Unit and improvements on the Lot which is the Association's responsibility hereunder, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable Owner and the Association to each repair and replace those portions of the Unit and improvements on the Lot which are their respective responsibilities. If an Owner maintains insurance, which is insufficient, the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Unit or improvements on the Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or Owner, and assess all costs to the Owner and Owner's Unit and Lot, as a Specific Assessment pursuant to the Declaration.

15.1.2.3 Reconstruction. Within 90 days after any damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to this Declaration unless the Board, in its discretion, agrees to extend such period. Alternatively, the Owner shall clear the Lot of debris and maintain it in a neat and attractive

condition. The Owner shall pay any costs that insurance proceeds do not cover. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to clear the Lot, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date of the casualty, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

15.2 Warranty on Improvements. Notwithstanding anything to the contrary herein or in the Declaration, the Association shall have no responsibility for any maintenance, repair, or replacement necessitated by defects in a Unit to the extent that the defect is within the scope of the Builder's warranty and nothing herein shall be construed to relieve the Builder of liability under any implied or express warranties applicable to any Unit constructed by such Builder. The Owner of each Unit shall be responsible for filing and pursuing in a timely manner any and all claims under any such warranty related to matters which are the Association's maintenance responsibility hereunder, and upon failure to do so after a written request from the Association, the Association may levy a Specific Assessment against the Owner, the Lot and the Unit for any costs which the Association incurs to correct defects or perform maintenance, repairs, or replacements within the scope of the Builder's warranty.

ARTICLE XVI DISCLOSURES

16.1 Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, and/or the Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant and Builder from any and all liability resulting from same.

16.2 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Areas, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of

molds or mycotoxins. The Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner- or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

16.3 Warranty Disclaimer. To the maximum extent lawful, Declarant hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property , including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant has not given, and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit. The Unit Owner has received nor relied on any warranties and/or representations from Declarant of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof. Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

16.4 Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this Section , Declarant does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from

any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

ARTICLE XVII **ARCHITECTURAL CONTROL**

17.1 Review of Proposed Construction. No improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant) and is otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association has issued Rules, Regulations and Architectural Guidelines setting forth procedures for the submission of plans for approval, which The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors, a copy of which is attached as Exhibit "E". Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have sixty (60) days after delivery of all required materials to approve or reject any such plans. If an Owner's plans are not approved within such 60 -day period, said plans shall be deemed not approved; provided, however, if the Owner resubmits the plans and the Owner's plan are still not approved 60 days thereafter, the plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

17.2 No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

17.3 Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason

of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association, Builder and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

17.4 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

17.4.1 Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.

17.4.2 Within sixty (60)² days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

17.4.3 If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board of Directors ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a continuing lien and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

17.4.4 If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of

completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

17.5 Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

17.6 Architectural Review Committee. The Board of Directors of the Association may assign some or all of its responsibilities under this Article to an Architectural Review Committee to be appointed by the Board of Directors of the Association (the "ARC").

17.7 Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant. Notwithstanding anything to contrary, the Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the Association. The Declarant's review and approval of any Builder plans shall be deemed approval of the ARC and the Association and such approval may not be revoked or modified and any modifications of such approved plans shall only require approval of the Declarant.

17.8 Exemption. Declarant, before and after Turnover, shall be exempt from the Planning Criteria, the ARC Rules and the architectural control provisions of this Article. Declarant, before and after Turnover, shall be entitled to construct or install any new Improvement, and to alter or change or modify any existing Improvement, without submitting Plans to or obtaining the approval of the ARC. Upon approval by the ARC or the Declarant of Plans for a Townhome design submitted by a Builder ("**Approved Builder Plans**") those Builder Plans shall be deemed approved for the construction of Townhomes throughout the Community, and the Approved Builder Plans (including modifications to the Approved Builder Plans necessary or desirable to facilitate construction of a Townhome on a Lot in the Community), are exempt from further Declarant or ARC review and approval on any other Lots within the Community. Additionally, Approved Builder Plans shall be deemed to meet the requirements of the Planning Criteria.

ARTICLE XVIII GENERAL PROVISIONS

18.1 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal

representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant, Association and Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that the Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

18.2 Eminent Domain Proceedings. Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Owners equally, in relation to the number of Lots owned by each.

18.3 Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed. Notices sent to Owners shall be mailed to the address of such Owner as set forth in the records of the Association. Each Owner is responsible for notifying the Association of any address corrections or changes.

18.4 Savings Clause. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

18.5 Amendment of Declaration by Declarant. The Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Provided, however, that this right of unilateral amendment shall expire upon turnover of control of the Association to Members other than Declarant. Declarant's rights shall include, without limitation, the right to amend this instrument at any time prior to turnover in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not purport to limit or alter the rights afforded any Owners then holding title to Lots in the Properties, purport to change the dimensions of any Lot or Common Areas previously conveyed, or purport to restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot or for the creation of easements for utility, drainage, ingress and egress and roof overhangs. Any amendment shall relate back to and become effective as of the date of recording of this Declaration, and all Owners, by acceptance of their deed, agree to be bound not only by the terms and conditions of this Declaration, but all amendments hereto, regardless of when such amendments are made.

After turnover of control of the Association to Members other than the Declarant, this Declaration may be amended at any time upon the execution and recordation of an instrument evidencing the adoption of the amendment by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

18.6 Release or Addition of Property. Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the Property submitted to this Declaration, and Declarant may, in its sole discretion, add to or release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners, provided, however, that this unilateral right to release shall expire upon turnover of control of the Association to Members other than the Declarant. Such addition or release shall be made by the Declarant filing in the Public Records of Duval County an amendment to this Declaration providing for the addition or the release of the property from this Declaration. Such amendment shall include any provisions necessary to assure that the property being added to or released from this Declaration shall be entitled to use the roads, water, sewer, irrigation, telephone, cable television, water management and all other infrastructure serving Sadler Trace Townhomes, which the Declarant determines is necessary for the development of the property removed from the Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

18.7 Compliance with HUD, FHA, VA, FNMA, GNMA, and St. Johns River Water Management District. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, St. Johns River Water Management District, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Sections 7.9 and 9.3.3 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, St. Johns River Water Management District or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

18.8 Declarant and Builder Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant and/or Builder or to any property owned by Declarant and/or Builder and shall not be applied in a manner which would adversely affect the interests of the Declarant and/or Builder. Without limiting the foregoing, Declarant, Builder and/or their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within Sadler Trace Townhomes, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale

and re-sale of (a) Homes and (b) residences and properties located outside Sadler Trace Townhomes), general offices and construction operations within Sadler Trace Townhomes; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Sadler Trace Townhomes for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Sadler Trace Townhomes; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Sadler Trace Townhomes, including without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Sadler Trace Townhomes, if any, by dredge or dragline, store fill within Sadler Trace Townhomes and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Sadler Trace Townhomes and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant and/or Builder, are necessary for the development and sale of any lands and improvements comprising Sadler Trace Townhomes.

18.9 Declarant's Sales Center. As long as the Declarant owns any portion of the Properties, Declarant and Builder have the exclusive right to maintain a sales center, model homes or signs on the Properties.

18.10 Construction. Whenever the singular is used, it shall include the plural and the singular, and the use of any gender shall include all genders.

18.11 Effective Date of Declaration. This Declaration shall become effective upon its recording in the Public Records of Duval County, Florida.

18.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL 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 COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PARTY.

18.13 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT,

SATISFY AND FOREVER DISCHARGE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

18.14 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT' S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

[Signatures on following page]

IN WITNESS WHEREOF, the Amended and Restated Declarant has caused these presents to be executed as of this 26th day of July, 2023.

WITNESSES:

SADLER TRACE LAND, LLC, a Florida limited liability company

[Signature]
Printed Name: Jeiyana Rosa
[Signature]
Printed Name: Kelly L. Smith

By: [Signature]
Name: KENYON S. ATLEE
Title: President
Atlee Development Group, Inc, its Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of July, 2023, by Kenyon S. Atlee as Manager of SADLER TRACE LAND, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

NOTARY SEAL:



[Signature]
Signature of Notary Public – State of Florida
Kelly L. Smith
Printed Name of Notary Public
My Commission Expires: 2-10-24

SCHEDULE OF EXHIBITS

Exhibit "A" – Property

Exhibit "B" - Articles of Incorporation for Sadler Trace Townhomes Association, Inc.

Exhibit "C" - By-Laws of Sadler Trace Townhomes Association, Inc.

Exhibit "D" - Environmental Resource or Surface Water Management Permit

Exhibit "E" - Plans and Specifications

EXHIBIT "A"

PROPERTY

Lots 1-90 inclusive and Tracts A-F and L SADLER TRACE TOWNHOMES according to the plat thereof, as recorded in Plat Book 80, Pages 60 through 64, of the Public Records of Duval County, Florida

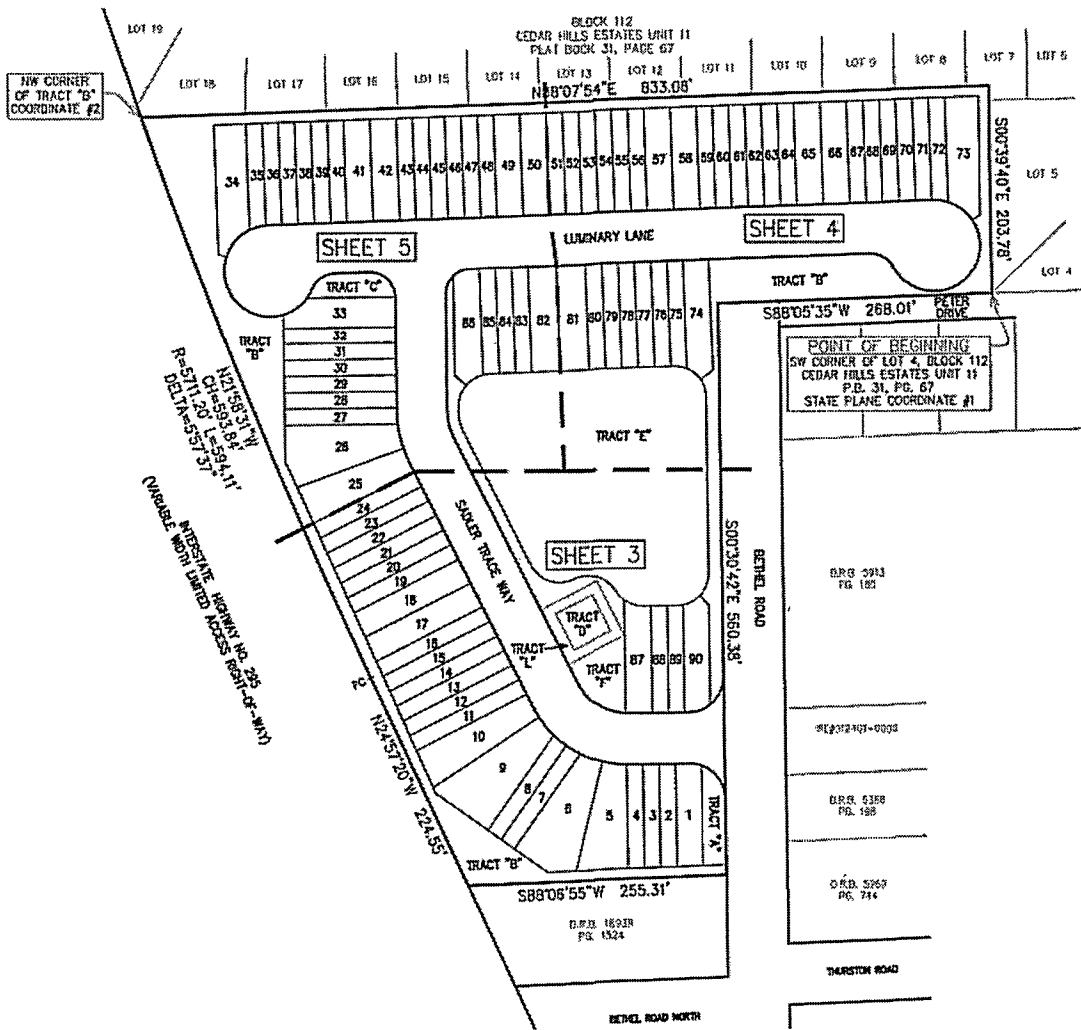


EXHIBIT "B"

**ARTICLES OF INCORPORATION OF SADLER TRACE
TOWNHOMES OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

In compliance with the requirements of Chapter 617 Florida Statutes, the undersigned, being residents of the State of Florida who are of full age certify:

ARTICLE I - Corporate Name

The name of the corporation is Sadler Trace Owners Association, Inc., referred to below as the "Association."

ARTICLE II - Corporation Not For Profit

Association is incorporated as a corporation not-for-profit under the provisions of the laws of the State of Florida.

ARTICLE III - Principal Place of Business

The initial mailing address of the Association shall be 5851 Timuquana Road #301, Jacksonville, Florida, 32210. The principal office of the Association shall be located at the mailing address or at any other place as may be subsequently designated by the Board of Directors of the Association.

ARTICLE IV - Registered Agent

The name and address of the initial registered agent is Atlee Development Group, Inc., whose address is 5851 Timuquana Rd #301, Jacksonville, Florida, 32210 and who is appointed the initial registered agent of Association and who is authorized to accept service of process within this State.

ARTICLE V - Purpose and Powers of the Association

Section 1. Purpose. The Association is formed for the following purposes

- (a) To facilitate and or promote the concerns and interests of the Owners of Lots within the **SADLER TRACE TOWNHOMES** subdivision.
- (b) To own and manage the Common Property of the **SADLER TRACE TOWNHOMES** subdivision and to maintain, repair and replace the Common Property and all improvements on the Common Property.
- (c) To provide for enforcement of the Declaration of Easements, Covenants, Conditions and Restrictions for **SADLER TRACE TOWNHOMES** (herein referred to as the "Declaration") to implement the provisions of

the Declaration and subsequent addenda, and from time to time amend the Declaration to further the purposes of the Association.

- (d) To operate without pecuniary gain or profit, direct or indirect, to itself or to its members, directors or officers.
- (e) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the requirements of agency permit No. IND-172340 and applicable Agency rules and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.
- (f) The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Section 2. Powers. The Association shall have the following powers:

- (a) To exercise all of the common law and statutory powers of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the declaration, these articles or the bylaws of association.
- (b) To exercise all of the powers and privileges and to perform all of the duties and obligations of association as set forth in the Declaration applicable to the property and recorded in the public records of Clay County, Florida, and as may be amended from time to time, the Declaration being incorporated by reference as if set forth in its entirety;
- (c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection and all other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- (d) To manage, operate, maintain and repair all of the common facilities of **SADLER TRACE TOWNHOMES**, including but not limited to storm water management systems and preservation or conservation areas, including but not limited to work within retention areas, drainage structures and drainage easements, as well as all other powers as set forth in the Declaration referenced here.
- (e) To purchase insurance on the property of the Association and insurance for the protection of the Association and its members.

- (f) To reconstruct improvements after casualty and make further improvements on the property.
- (g) To carry out and to enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of association, and the rules and regulations adopted pursuant to it.
- (h) To employ personnel to perform the services required for proper operation of the Association.
- (i) To acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (j) To borrow money, and with the assent of a majority of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

ARTICLE VI - Membership

Membership Generally: No person except an owner of a lot or lots, or the Declarant as referenced in the Declaration, is entitled to membership in the Association. The duration of membership and the rights and obligations associated with membership shall be in accordance with the terms in the Declaration. All Lot Owners and Declarant shall be either Class A Members or Class B Members of the Association, as provided in this Article.

ARTICLE VII - Voting Rights

Section 1. Class A Members: All Class A Members shall be entitled to one vote for each Lot owned. If more than one person holds record title to a Lot, there shall be only one vote cast with respect to the Lot, exercised as the Owners determine among themselves.

Section 2. Class B Members: The Class B Member shall be the Declarant. The Class B Member entitled to one vote for each Lot owned by the Class A Members plus one. The Class B membership shall cease when the Declarant has conveyed 90% of the Lots or when Declarant, in its sole discretion, elects to terminate its Class B membership, whichever shall first occur. Until such a time as the Class B membership is converted to Class A membership at Turnover, the Class B membership shall have a right of veto on all questions coming before the membership for a vote. Upon termination by the Class B membership, Declarant shall be a Class A Member so long as it owns any Lots.

ARTICLE VIII - Board of Directors

Section 1. Number of Directors: The affairs of the Association shall be managed and governed by a Board of Directors consisting of at least three (3) directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The members of the Board of Directors shall be elected in accordance with the By-Laws of association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Keyon S Atlee	5851 Timuquana Rd #301 Jacksonville, Florida 32210
Michael Atlee	5851 Timuquana Rd #301 Jacksonville, Florida 32210
Kelly Smith	5851 Timuquana Rd #301 Jacksonville, Florida 32210

Section 2. Attendance at Meetings: Action By Directors Without a Meeting: Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar means of communication whereby all persons participating in the meeting may hear one another. Participation by these means shall be considered the equivalent of being present, in person, at the meeting. Action by the Board may be taken without a meeting if consent in writing, setting forth the action to be taken, is signed by all of the Directors and filed in the minutes of the proceedings of the Board. The consent shall have the same effect as a unanimous vote.

ARTICLE IX - Officers

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and any other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its initial meeting and at the first meeting following the annual meeting of the Members of the Association.

ARTICLE X - Indemnification

Every Director and every Officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed on the person in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she

may become involved by reason of his or her being or having been a Director or Officer of the Association, or by reason of him or her having served association at its request, whether or not he or she is a Director or Officer or Member serving the Association at the time the expenses or liabilities are incurred, except when the Director, Officer or Member serving the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the Board of Directors approve the settlement and reimbursement as being in the best interest of the Association. This right of indemnification shall be in addition to and not exclusive of all other rights to which the Director, Officer or Member serving the Association may be entitled.

ARTICLE XI - Dissolution

Section 1. The Association may be dissolved on written consent signed by Members holding not less than 75% of the total number of votes of each class of Members and in accordance with the terms of the Declaration. On dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that the dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization to be devoted to any similar purposes.

Section 2. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C. and Applicant's Handbook Volume I, section 12.3 and be approved by the Agency prior to such termination, dissolution or liquidation.

ARTICLE XII – Existence and Duration

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity or until such a time as the not-for-profit corporation is dissolved pursuant to Article XI.

ARTICLE XIII - Amendments

Amendments to the Amended Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. Vote: A resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering

the amendment may express their approval in writing, providing that the approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, including without limitation, the Declaration, the resolutions must be adopted by not less than 75% of the votes of the entire membership of the association.

Section 3. Limit on Amendments: No amendment shall make any change in the qualifications for membership, nor in the voting rights of members, without approval in writing by all Members. Prior to the time that any Class A members exist, Declarant may modify and amend these Articles or the Declaration in its discretion at any time.

Section 4. Certification: A copy of each amendment shall be certified by the Secretary of State.

ARTICLE XIV - Incorporator and Registered Agent

The name and address of the incorporator of these articles of incorporation is as follows:

<u>Name</u>	<u>Address</u>
Kenyon S. Atlee	5851 Timuquana Rd #301 Jacksonville, Florida 32210

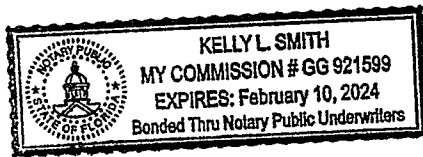
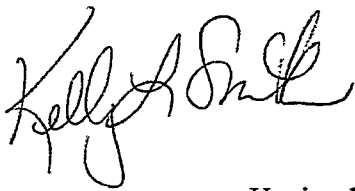
In witness of the above, for the purpose of forming this corporation under the laws of the State of Florida, I have executed these Articles of Incorporation on the 12th day of January, 2023.


Name: Kenyon S Atlee, Incorporator

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, Kenyon S. Atlee, physically appeared, is personally known to me and who executed the foregoing Articles of Incorporation and acknowledged to me that he executed said Articles freely and voluntarily and for the purposes expressed therein.

WITNESS my hand and seal this 12th day of January, 2023.



NOTARY PUBLIC

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Dated this 12th day of January, 2023.

Atlee Development Group, Inc.

By: Kenyon S. Atlee
Name:

EXHIBIT "C"

BY-LAWS OF SADLER TRACE TOWNHOMES OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

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

II. LOCATION OF PRINCIPAL OFFICE.

The office of the **Sadler Trace Townhomes Owners Association, Inc.** ("Association") shall be located at 5851 Timuquana Rd #301, Jacksonville, Florida 32210, or at such other place as may be established by the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

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

B. Assessments and installments not paid when due shall bear interest from the date when due in accordance with the Declaration 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 Declarant shall be entitled to fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. 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 shall have qualified to sit on the Board.

V. ELECTION OF DIRECTORS

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by the Nominating Committee described below at Article IX, or any Member may nominate himself or herself at any time up to and including at the meeting in which the election is to be held. The Nominating Committee shall have discretion to make as many nominations as it shall determine.

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

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

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

VII.

A. The Board of Directors shall have those powers set forth in Chapter 617, Florida Statutes (2015), including without limitation, the power to:

- i. To call meetings of the Members
- ii. To appoint and remove at its discretion Officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem necessary. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.
- iii. prepare, and submit to the Owners, annual budgets for revenues, expenditures and reserves for the Association as provided in the Declaration.
- iv. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
- v. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.
- vi. To appoint committees, adopt and publish rules and regulations governing 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 appropriated.
- vii. 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.
- viii. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may deem appropriate.
- ix. To exercise all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

- x. To have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not-for-profit law of the State of Florida, by law may now or hereafter have to exercise.

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

- i. To cause to be kept a complete record of all of its acts and corporate affairs.
- ii. To supervise all Officers, agents and employees of this Association to ensure that their duties are properly performed.

iii. With reference to assessments of the Association:

1. To fix the amount of annual assessments against each Class A Member for each annual assessment period at least (30) day in advance of such date or period;
2. To prepare and maintain, or cause to be prepared and maintained, 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
3. To send, or cause to be sent, written notice of each assessment to every Member subject thereto.

VIII. DIRECTORS MEETINGS.

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

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

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

shall especially contain a statement that the assessments shall be considered, and a statement of the nature of such assessments.

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

IX. OFFICERS.

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

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until 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 the secretary of the Board and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose by the Secretary, or his appointed agent. The Secretary, or his appointed agent, shall keep all records of the Association and shall record in the book kept for that specific purpose all of the names of the Members of the Association together with their addresses as registered by such Members.

H. The Treasurer shall establish bank accounts for the Association and shall receive and deposit in the Association bank accounts all of the monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board

shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

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

X. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Control Board. The Nominating Committee and Architectural Control Board shall have the duties 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 service at the pleasure of the Board and shall perform such duties and functions as the Board may direct.

XI. BOOKS AND RECORDS.

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

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

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

XIII. PROXIES.

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

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was original given, and every proxy shall automatically cease upon the sale by the Member of his

interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same and may include powers of substitution.

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

XIV. SEAL.

The Association shall have a seal in circular form having within its circumference the words: SADLER TRACE TOWNHOMES OWNERS ASSOCIATION, INC., not for profit, 2023.

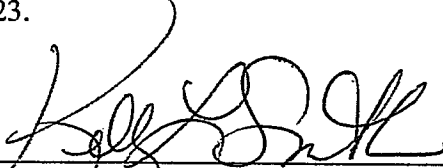
XV. AMENDMENTS.

These Bylaws may be amended, altered, or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Duval County, Florida. For so long as the Class B Membership shall exist, HUD and VA shall have the right to veto amendments to these Bylaws.

XVI. INCONSISTENCIES.

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

Adopted by the Board of Directors of Sadler Trace Townhomes Owners Association, Inc., a Florida corporation, not-for-profit effective the 10th day of January, 2023.



Kelly Smith, Treasurer

EXHIBIT "D"

ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

October 19, 2021

Michael Atlee
Atlee Development Group, Inc.
5851 Timuquana Rd
Ste 301
Jacksonville, FL 32210-7899

SUBJECT: 172340-1
Sadler Trace Townhomes

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on October 19, 2021. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at

GOVERNING BOARD

Douglas Burnett, CHAIRMAN ST. AUGUSTINE	Rob Bradley, VICE CHAIRMAN FLEMING ISLAND	Ron Howse, TREASURER COCOA	Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH	Maryam Ghyabi-White ORMOND BEACH	Cole Oliver MERRITT ISLAND	Janet Price FERNANDINA BEACH

www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

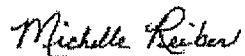
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Christopher Reuther
Kimley-Horn and Associates, Inc.
12740 Gran Bay Pkwy W
Ste 2350
Jacksonville, FL 32258-6478

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 172340-1

DATE ISSUED: October 19, 2021

PROJECT NAME: Sadler Trace Townhomes

A PERMIT AUTHORIZING:

Construction of a Stormwater Management System with stormwater treatment by Wet Detention for Sadler Trace Townhomes, an 8.6 - acre(s) project to be constructed as per plans received by the District on October 15, 2021.

LOCATION:

Section(s): 2 Township(s): 3S Range(s): 25E
 Duval County

Receiving Water Body:

Name	Class
Williamson Creek	III Fresh, IW

ISSUED TO:

Atlee Development Group, Inc.
 5851 Timuquana Rd
 Ste 301
 Jacksonville, FL 32210-7899

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

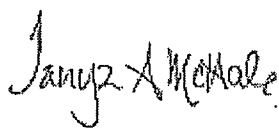
This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated October 19, 2021

AUTHORIZED BY: St. Johns River Water Management District
 Division of Regulatory Services

By: 

 Tanya McHale
 Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 172340-1
Sadler Trace Townhomes
DATED October 19, 2021

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
23. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
24. The surface water management system must be constructed in accordance with the plans received by the District on October 15, 2021.
25. This permit does not authorize any impacts to wetlands or other surface waters.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Plotted By: Rbarber, Chis Sheet: SADRTR TRAC TOWNHOMES Layout: C-001 December 13, 2021 04:50:48pm K:\a\1\045821005 - sadler trace townhomes\Code\plan sheets\C-01 COVER SHEET.dwg

CITY OF JACKSONVILLE NOTES

GENERAL

All construction shall be performed in accordance with the approved plans and comply with all applicable city codes and ordinances. City approval is contingent upon any required state or federal permit approvals such as those from the Department of Environmental Protection or the Florida Fish and Wildlife Conservation Commission (FWC).

UTILITY WORK

Plan sponsor through Development Services shall not locate utility, proposed sewer, storm or electric lines within the proposed project area until after a utility relocation agreement has been executed and approved by the City. Utility relocation must be approved separately through the respective utility company. In most cases, this will be the responsibility of the applicant.

WORK WITHIN THE RIGHT-OF-WAY

STRE: All work performed within a street right-of-way requires a permit from the Public Department of Transportation (PDOT). It is the developer's responsibility to obtain required PDOT permits or other approvals from PDOT prior to construction. PDOT permit applications shall be submitted to Development Services as required.

REMOVED: Related contractors may require special approvals or permits to work within the right-of-way. It is the developer's responsibility to obtain permission from any related right-of-way owner before performing any work within the right-of-way.

STORMWATER

All stormwater in compliance with the SUDWMA stormwater permit as required from the maintenance entity of all stormwater receiving water body. Stormwater permit of the project is to be submitted to the local maintenance entity no later than 90 days prior to construction.

The number of any project set (1) less or larger is required to provide a notice of final (FOF) in accordance with Florida Statute 178.001 and Florida Administrative Code 61D03. The notice of final (FOF) shall be submitted to the local maintenance entity no later than 90 days prior to construction.

The contractor shall conduct the Environmental Quality Division, Erosion and Sedimentation Control (ESCC) and Best Management Practices (BMP) during the construction period and shall schedule a pre-construction meeting with the City.

FIRE MARSHALL

Plan sponsor shall provide and deliver the contractor of complying with all applicable codes in the contract. Underground mains and pipelines shall be installed, completed, and in service prior to construction work. Utility lines shall be located and marked prior to construction. The contractor shall be responsible for all utility lines and shall provide a copy of the utility lines to the City.

LANDSCAPE

A Site Work Permit is required for this project.
 Tree Felled within site area: _____ inches at 4.5' _____ 4.5' _____
 Area of 25' within site area: _____ inches at 4.5' _____ 4.5' _____

TRAFFIC ENGINEERING

Main Urban Road: _____
 Standard Road: _____
 Shoulder (feet): _____
 Diverge (per foot): _____ per foot
 Intersection (per foot): _____ 1 per 2 signs (mounted top)
 _____ Streetlight required

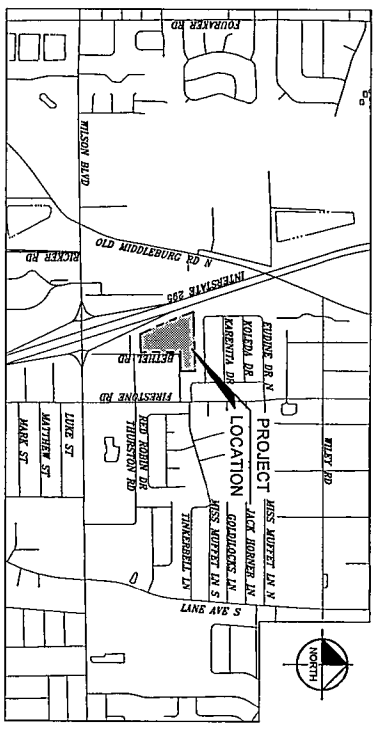
Notes: Traffic signals shall be provided at the intersection of Sadler Trace and Murrill Lane. The signal shall be provided in accordance with the Florida Department of Transportation Manual (Florida Department of Transportation) for the intersection (reference previous page for details).
 Minimum driveway standard from 7' to 10' on and from 4' on 10' on.



PROJECT DATING: NAVD 88
 THE USE OF THIS DATE IS A REQUIREMENT OF THE STATE OF FLORIDA. THE DATE IS THE DATE OF THE ORIGINAL DESIGN OF THE PROJECT. THE DATE IS NOT TO BE CHANGED WITHOUT THE WRITTEN APPROVAL OF THE DESIGN PROFESSIONAL SEAL.

THE DESIGN PROFESSIONAL SEAL IS A REQUIREMENT OF THE STATE OF FLORIDA. THE SEAL IS THE PROPERTY OF THE DESIGN PROFESSIONAL AND SHALL NOT BE REPRODUCED OR COPIED WITHOUT THE WRITTEN APPROVAL OF THE DESIGN PROFESSIONAL.

CONSTRUCTION PLANS
 FOR
SADLER TRACE TOWNHOMES
 FOR
ATLEE DEVELOPMENT GROUP, INC.
 LOCATED IN
JACKSONVILLE, FLORIDA
 DECEMBER 2021



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ISSUED FOR CONSTRUCTION

PLAN APPROVAL IS SUBJECT TO THE FOLLOWING NOTES AND CONDITIONS:

Plan approval is valid for five years after the initial approval date. Revisions made after the initial approval date do not extend the five-year time frame.

DATE: _____

DESIGNED BY: _____

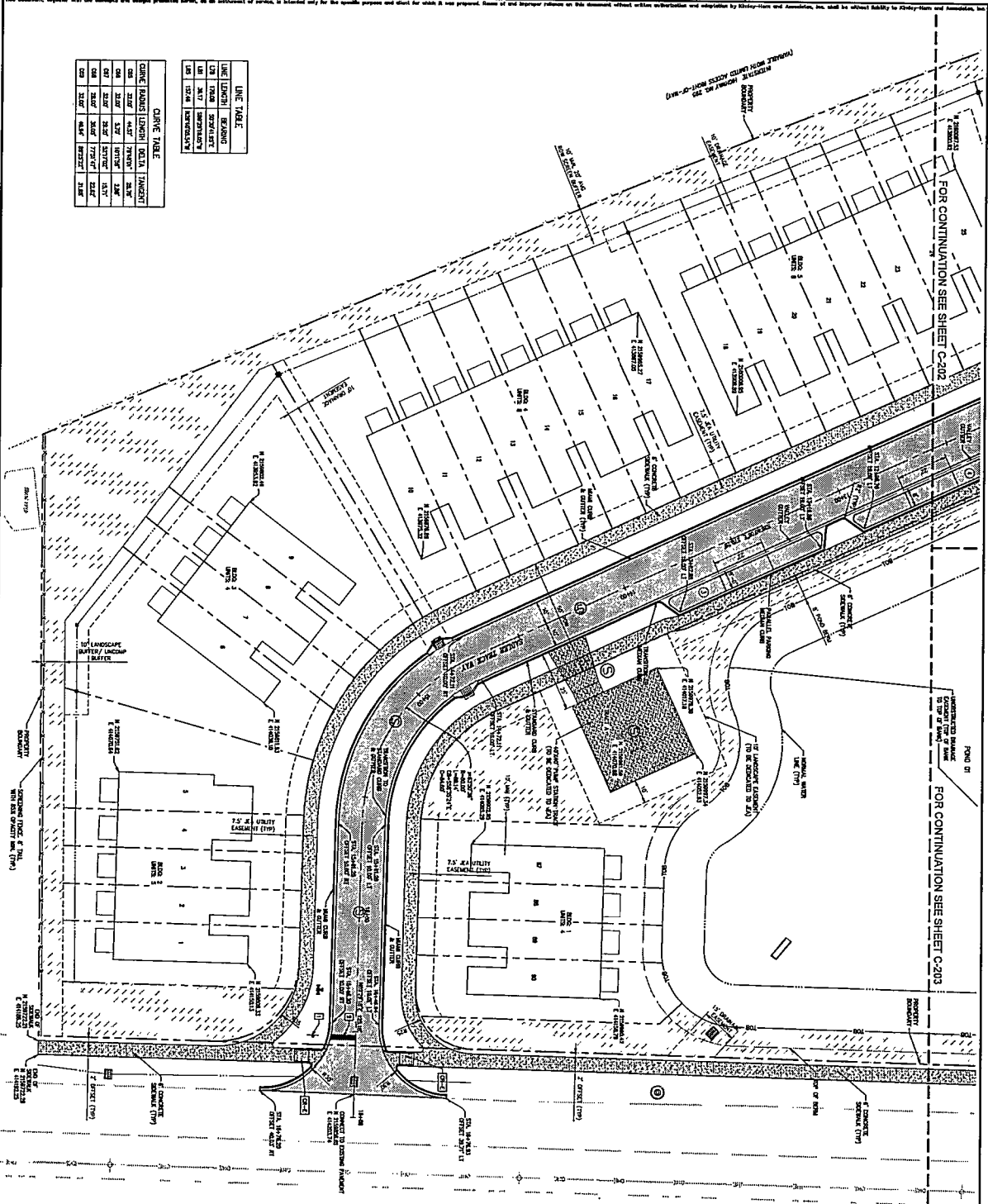
DATE: _____

DESIGNED BY: _____

GENERAL PROJECT INFORMATION

GENERAL	PROJECT NUMBER	10061.0
GENERAL	PROJECT NAME	SADLER TRACE TOWNHOMES
GENERAL	PROJECT ADDRESS	1720 CANARY LAKE PARKWAY WEST, SUITE 2300 JACKSONVILLE, FLORIDA 32209
GENERAL	PROJECT PHONE	904.350.2230
GENERAL	PROJECT FAX	904.350.2231
GENERAL	PROJECT EMAIL	CHAD.BARBOR@ATLEEDEV.COM
GENERAL	PROJECT WEBSITE	WWW.ATLEEDEV.COM
GENERAL	PROJECT SOCIAL MEDIA	FACEBOOK: ATLEEDEV.COM
GENERAL	PROJECT YOUTUBE	YOUTUBE: ATLEEDEV.COM
GENERAL	PROJECT INSTAGRAM	INSTAGRAM: ATLEEDEV.COM
GENERAL	PROJECT TWITTER	TWITTER: ATLEEDEV.COM
GENERAL	PROJECT LINKEDIN	LINKEDIN: ATLEEDEV.COM
GENERAL	PROJECT GITHUB	GITHUB: ATLEEDEV.COM
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GENERAL	PROJECT Uptime	Uptime: ATLEEDEV.COM
GENERAL	PROJECT Availability	Availability: ATLEEDEV.COM
GENERAL	PROJECT Reliability	Reliability: ATLEEDEV.COM
GENERAL	PROJECT Scalability	Scalability: ATLEEDEV.COM
GENERAL	PROJECT Flexibility	Flexibility: ATLEEDEV.COM
GENERAL	PROJECT Portability	Portability: ATLEEDEV.COM
GENERAL	PROJECT Interoperability	Interoperability: ATLEEDEV.COM
GENERAL	PROJECT Compatibility	Compatibility: ATLEEDEV.COM
GENERAL	PROJECT Integration	Integration: ATLEEDEV.COM
GENERAL	PROJECT Migration	Migration: ATLEEDEV.COM
GENERAL	PROJECT Deployment	Deployment: ATLEEDEV.COM
GENERAL	PROJECT Configuration	Configuration: ATLEEDEV.COM
GENERAL	PROJECT Management	Management: ATLEEDEV.COM
GENERAL	PROJECT Monitoring	Monitoring: ATLEEDEV.COM
GENERAL	PROJECT Alerting	Alerting: ATLEEDEV.COM
GENERAL	PROJECT Logging	Logging: ATLEEDEV.COM
GENERAL	PROJECT Debugging	Debugging: ATLEEDEV.COM
GENERAL	PROJECT Testing	Testing: ATLEEDEV.COM
GENERAL	PROJECT Deployment	Deployment: ATLEEDEV.COM
GENERAL	PROJECT Maintenance	Maintenance: ATLEEDEV.COM
GENERAL	PROJECT Support	Support: ATLEEDEV.COM
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GENERAL	PROJECT Training	Training: ATLEEDEV.COM
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GENERAL	PROJECT Compliance	Compliance: ATLEEDEV.COM
GENERAL	PROJECT Audit	Audit: ATLEEDEV.COM
GENERAL	PROJECT Reporting	Reporting: ATLEEDEV.COM
GENERAL	PROJECT Analytics	Analytics: ATLEEDEV.COM
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GENERAL	PROJECT Uptime	Uptime: ATLEEDEV.COM
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GENERAL	PROJECT Management	Management: ATLEEDEV.COM
GENERAL	PROJECT Monitoring	Monitoring: ATLEEDEV.COM
GENERAL	PROJECT Alerting	Alerting: ATLEEDEV.COM

Metzler DeReuther, Chris Sheet Set: SADLER TRACE TOWNHOMES | Project: C-201 December 20, 2021 12:20:07 PM | User: cch41041511005 - equal area (unsmoothed) Contour Interval: 2.00 HORIZONTAL CONTROL PLAN



LINE TABLE:

LINE LENGTH	BEARING
124	73°04'30\"/>

CURVE TABLE:

CURVE RADIUS	LENGTH	BEARING	DELTA	TANGENT
124	22.07	44°57'30\"/>		

PROJECT DATUM: NAVD 88

VERTICAL CURVES: ALL VERTICAL CURVES SHALL BE SHOWN ON THE PLAN. THE VERTICAL CURVE SHALL BE SHOWN WITH THE GRADE AND THE PROPOSED GRADE. THE VERTICAL CURVE SHALL BE SHOWN WITH THE GRADE AND THE PROPOSED GRADE.

LEGEND:

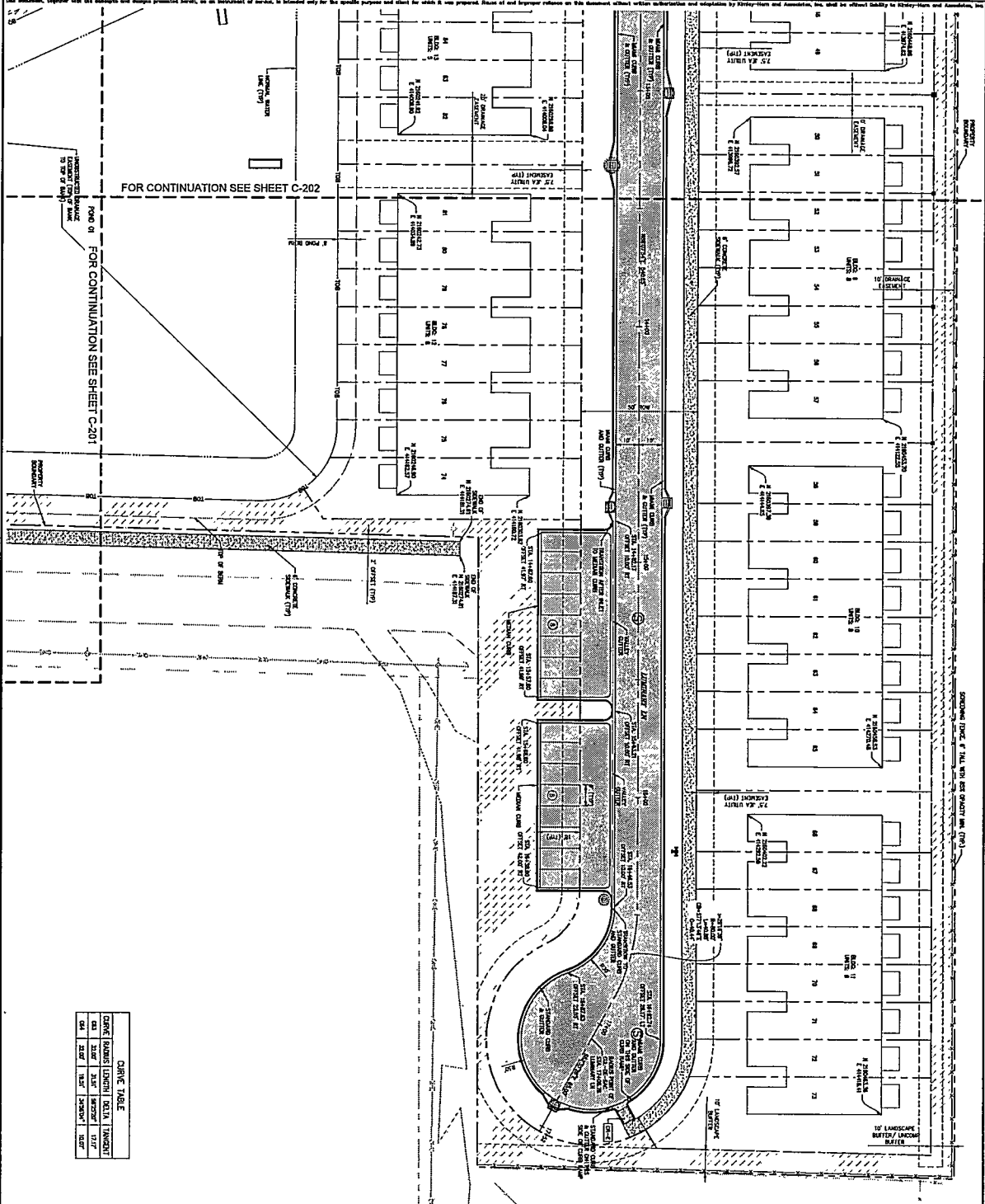
- CONCRETE
- ASPHALT
- LANDSCAPE
- PROPERTY
- EXISTING
- PROPOSED

NOTES:

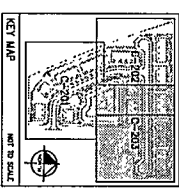
- SEE SHEET C-202 FOR THE REST OF THE PROJECT.
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- SEE SHEET C-249 FOR THE REST OF THE PROJECT.
- SEE SHEET C-250 FOR THE REST OF THE PROJECT.

<p>HORIZONTAL CONTROL PLAN</p> <p>SADLER TRACE TOWNHOMES</p> <p>PREPARED FOR ATLEE DEVELOPMENT GROUP, INC.</p> <p>CITY OF JACKSONVILLE FLORIDA</p>	<p>KIMLEY-HORN</p> <p>12740 CHAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32256 PHONE: 904-825-3800 WWW.KIMLEY-HORN.COM REGISTRY 686</p>	<p>ISSUED FOR CONSTRUCTION</p> <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISIONS	DATE	BY					<p>DATE: 11/22/2021</p>
NO.	REVISIONS	DATE	BY								
<p>PROJECT DATUM: NAVD 88</p> <p>VERTICAL CURVES: ALL VERTICAL CURVES SHALL BE SHOWN ON THE PLAN. THE VERTICAL CURVE SHALL BE SHOWN WITH THE GRADE AND THE PROPOSED GRADE. THE VERTICAL CURVE SHALL BE SHOWN WITH THE GRADE AND THE PROPOSED GRADE.</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> CONCRETE ASPHALT LANDSCAPE PROPERTY EXISTING PROPOSED 	<p>NOTES:</p> <ol style="list-style-type: none"> SEE SHEET C-202 FOR THE REST OF THE PROJECT. SEE SHEET C-203 FOR THE REST OF THE PROJECT. SEE SHEET C-204 FOR THE REST OF THE PROJECT. SEE SHEET C-205 FOR THE REST OF THE PROJECT. SEE SHEET C-206 FOR THE REST OF THE PROJECT. SEE SHEET C-207 FOR THE REST OF THE PROJECT. SEE SHEET C-208 FOR THE REST OF THE PROJECT. SEE SHEET C-209 FOR THE REST OF THE PROJECT. SEE SHEET C-210 FOR THE REST OF THE PROJECT. SEE SHEET C-211 FOR THE REST OF THE PROJECT. SEE SHEET C-212 FOR THE REST OF THE PROJECT. SEE SHEET C-213 FOR THE REST OF THE PROJECT. SEE SHEET C-214 FOR THE REST OF THE PROJECT. SEE SHEET C-215 FOR THE REST OF THE PROJECT. SEE SHEET C-216 FOR THE REST OF THE PROJECT. SEE SHEET C-217 FOR THE REST OF THE PROJECT. SEE SHEET C-218 FOR THE REST OF THE PROJECT. SEE SHEET C-219 FOR THE REST OF THE PROJECT. SEE SHEET C-220 FOR THE REST OF THE PROJECT. SEE SHEET C-221 FOR THE REST OF THE PROJECT. SEE SHEET C-222 FOR THE REST OF THE PROJECT. SEE SHEET C-223 FOR THE REST OF THE PROJECT. SEE SHEET C-224 FOR THE REST OF THE PROJECT. SEE SHEET C-225 FOR THE REST OF THE PROJECT. SEE SHEET C-226 FOR THE REST OF THE PROJECT. SEE SHEET C-227 FOR THE REST OF THE PROJECT. SEE SHEET C-228 FOR THE REST OF THE PROJECT. SEE SHEET C-229 FOR THE REST OF THE PROJECT. SEE SHEET C-230 FOR THE REST OF THE PROJECT. SEE SHEET C-231 FOR THE REST OF THE PROJECT. SEE SHEET C-232 FOR THE REST OF THE PROJECT. SEE SHEET C-233 FOR THE REST OF THE PROJECT. SEE SHEET C-234 FOR THE REST OF THE PROJECT. SEE SHEET C-235 FOR THE REST OF THE PROJECT. SEE SHEET C-236 FOR THE REST OF THE PROJECT. SEE SHEET C-237 FOR THE REST OF THE PROJECT. SEE SHEET C-238 FOR THE REST OF THE PROJECT. SEE SHEET C-239 FOR THE REST OF THE PROJECT. SEE SHEET C-240 FOR THE REST OF THE PROJECT. SEE SHEET C-241 FOR THE REST OF THE PROJECT. SEE SHEET C-242 FOR THE REST OF THE PROJECT. SEE SHEET C-243 FOR THE REST OF THE PROJECT. SEE SHEET C-244 FOR THE REST OF THE PROJECT. SEE SHEET C-245 FOR THE REST OF THE PROJECT. SEE SHEET C-246 FOR THE REST OF THE PROJECT. SEE SHEET C-247 FOR THE REST OF THE PROJECT. SEE SHEET C-248 FOR THE REST OF THE PROJECT. SEE SHEET C-249 FOR THE REST OF THE PROJECT. SEE SHEET C-250 FOR THE REST OF THE PROJECT. 	<p>DATE: 11/22/2021</p>								

Prepared By: Reuther, Chris Sheet: SADLER TRACE TOWNHOMES Layout: C-203 December 20, 2021 12:06:17pm K:\hs_dwg\045521005 - sadler trace townhomes\Cadd\plan\sheet\C-203 HORIZONTAL CONTROL PLAN.dwg



DRIVE TABLE			
DATE	BY	REVISION	DESCRIPTION



PROJECT DATUM: NAVD 88

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC).

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE (FBC) AND THE FLORIDA RESIDENTIAL CODE BOOK (FRCB).

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLUMBING CODE (FPC) AND THE FLORIDA MECHANICAL CODE (FMC).

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA ELECTRICAL CODE (FEC) AND THE FLORIDA FIRE CODE (FFC).

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA LANDSCAPE ARCHITECTURE CODE (FLAC).

LEGEND:

- CONCRETE
- CONCRETE FINISH
- CONCRETE FINISH BY OTHER
- CONCRETE FINISH BY OTHER (SEE CONSTRUCTION)
- APPROVAL FOOTPRINT

NOTES:

- SEE EXISTING RECORD DRAWINGS FOR ALL UTILITIES.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE (FBC) AND THE FLORIDA RESIDENTIAL CODE BOOK (FRCB).
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA PLUMBING CODE (FPC) AND THE FLORIDA MECHANICAL CODE (FMC).
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA ELECTRICAL CODE (FEC) AND THE FLORIDA FIRE CODE (FFC).
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA LANDSCAPE ARCHITECTURE CODE (FLAC).

HORIZONTAL CONTROL PLAN

SADLER TRACE TOWNHOMES

PREPARED FOR
ATLEE DEVELOPMENT GROUP, INC.

CITY OF JACKSONVILLE FLORIDA

PROJECT DATUM: NAVD 88

PROJECT: KIA PROJECT 045521005

DATE: DECEMBER 2021

SCALE: AS SHOWN

DESIGNED BY: WLM

DRAWN BY: CDC

CHECKED BY: CMR

LICENSED PROFESSIONAL ENGINEER REUTHER, P.E.

FLORIDA LICENSE NUMBER 90743

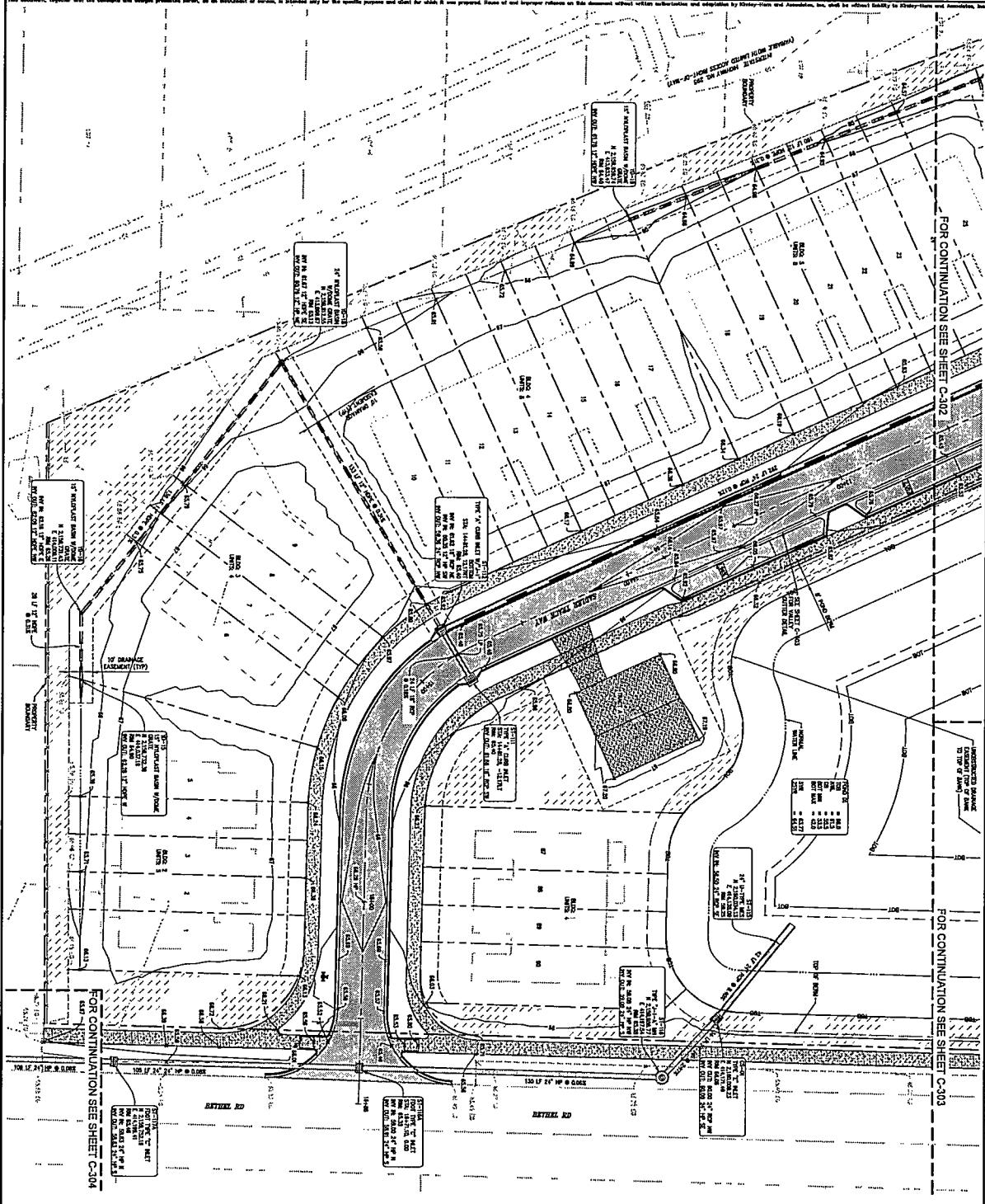
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JACKSONVILLE, FLORIDA 32256
PHONE: 904-833-3800
WWW.KIMLEY-HORN.COM RECOVERY 606

ISSUED FOR CONSTRUCTION	
REVERSE FOREMAN CROSSING	11/02/2021
REVISIONS	DATE

Printed By: Reshler, Chris Sheet: SADRTR TRACE TOWNHOMES (C:\proj\C-301 December 20, 2021 12:03:36pm H:\New_dwg\045521005 - sadler trace townhomes\Cadd\dwg\sheet\C-301 DRAINAGE PLAN.dwg



KEY MAP

PROJECT DATUM: NAVD 88

ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.

VERTICAL CURVES SHALL BE 100 FEET UNLESS OTHERWISE NOTED.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA HIGHWAY BUILDING CODE.

LEGEND

- CONCRETE AREA
- CONCRETE ASPHALT
- CONCRETE (CONCRETE BY CONTRACTOR)
- CONCRETE (CONCRETE BY CONTRACTOR)
- ASPHALT PAVEMENT

GRAPHIC SCALE IN FEET

0 10 20

NORTH

1" = 20'

1. ALL DIMENSIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.

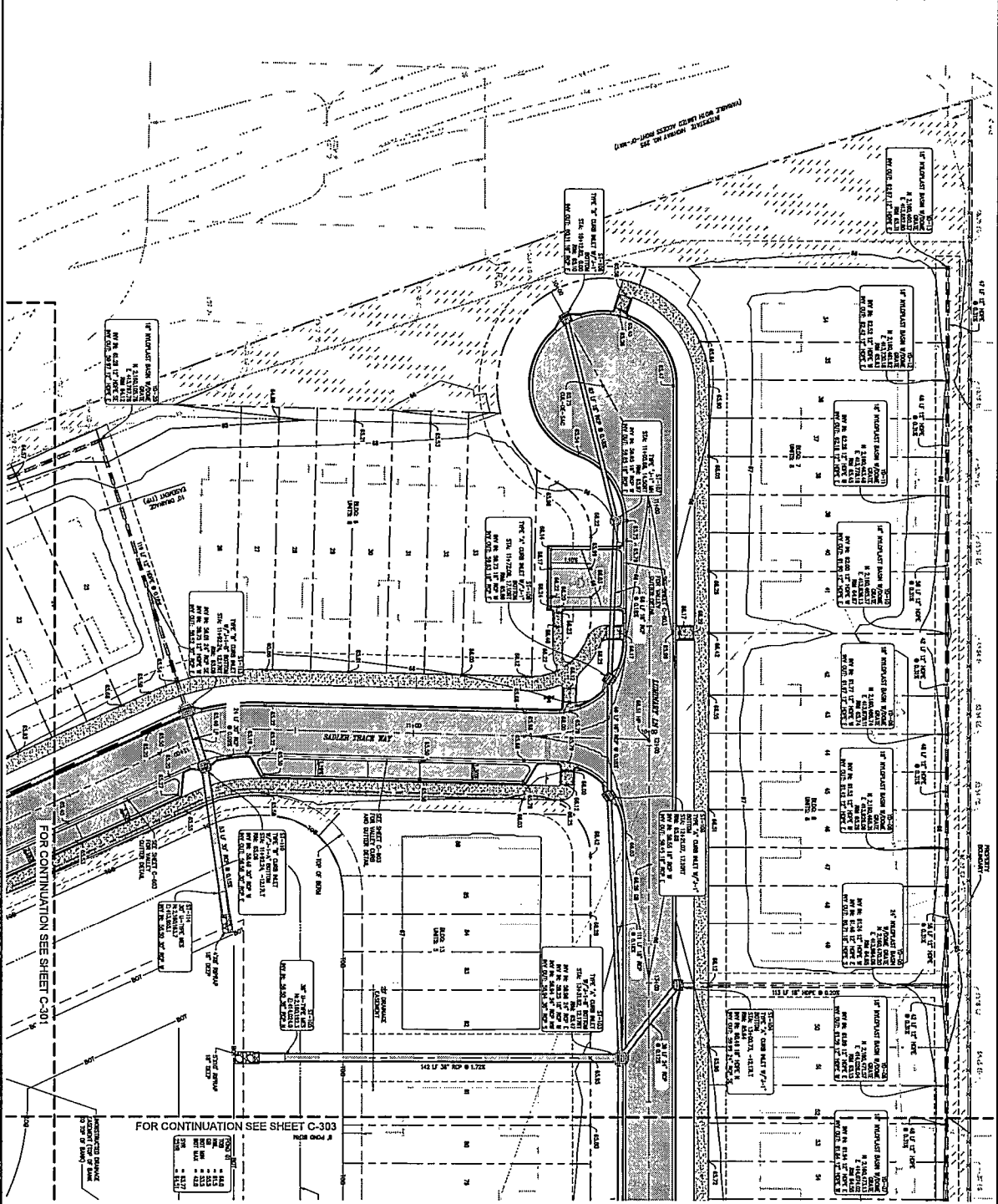
2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

SHEET NUMBER C-301	DRAINAGE PLAN SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	RIA PROJECT 045521005 DATE DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: WLM DRAWN BY: CDC CHECKED BY: CMR	LICENSED PROFESSIONAL ENGINEER REVIEW, P.E. FLORIDA LICENSE NUMBER 90743 THIS DRAWING HAS BEEN EXAMINED AND FOUND TO BE IN ACCORDANCE WITH THE FLORIDA ENGINEERING STATUTE AND THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS. THE DATE OF EXAMINATION IS AS SHOWN ON THIS DRAWING. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY THE ORIGINAL DESIGNER OR ANOTHER LICENSED PROFESSIONAL ENGINEER. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY THE ORIGINAL DESIGNER OR ANOTHER LICENSED PROFESSIONAL ENGINEER. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY THE ORIGINAL DESIGNER OR ANOTHER LICENSED PROFESSIONAL ENGINEER.	<p>Kimley-Horn</p> <p>© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 OCEAN BAY PARKWAY WEST, SUITE 2300 JACKSONVILLE, FLORIDA 32256 PHONE: 904-828-2800 WWW.KIMLEY-HORN.COM REVISIONS: 000</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td style="width: 50%; text-align: center;">REVISIONS</td> <td style="width: 50%; text-align: center;">DATE</td> </tr> <tr> <td style="text-align: center;">No.</td> <td style="text-align: center;">BY</td> </tr> </table>	ISSUED FOR CONSTRUCTION		REVISIONS	DATE	No.	BY
	ISSUED FOR CONSTRUCTION										
REVISIONS	DATE										
No.	BY										
					11/09/2021 REVERSE FORCE MAIN CROSSING						

Plotted by Reuther, Chris Sheet SADRER TRACE TOWNHOMES (copy) C-302 December 20, 2021 12:03:53pm K:\by cdm\454521005 - sadler trace townhomes\cadd\plan\sheet\C-302 DRAINAGE PLAN.dwg
 This document, together with the description and design presented herein, or an instrument of service, is intended only for the specific purpose and shall be invalid if not prepared, issued and approved in accordance with the professional seal and signature of the Engineer and Architect, and shall be without liability for any other use.



KEY MAP

PROJECT DATUM: NAVD 88

ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.

VERTICAL CURVES SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO CRITERIA.

ALL DIMENSIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.

LEGEND

- CATCHMENT AREA
- CONCRETE STORM PIPE
- CONCRETE STORM PIPE (OPEN CHANNEL)
- STORMWATER POND
- CATCH BASIN
- MANHOLE
- STORMWATER PIPE (UNDERGROUND)
- STORMWATER PIPE (OPEN CHANNEL)
- STORMWATER PIPE (TRENCH)
- STORMWATER PIPE (DITCH)
- STORMWATER PIPE (CULVERT)
- STORMWATER PIPE (STRUCTURE)
- STORMWATER PIPE (STRUCTURE) (UNDERGROUND)
- STORMWATER PIPE (STRUCTURE) (OPEN CHANNEL)
- STORMWATER PIPE (STRUCTURE) (TRENCH)
- STORMWATER PIPE (STRUCTURE) (DITCH)
- STORMWATER PIPE (STRUCTURE) (CULVERT)
- STORMWATER PIPE (STRUCTURE) (OTHER)

GRAPHIC SCALE IN FEET

0 10 20 30 40

NORTH

1. ALL DIMENSIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS SHALL BE TO THE EXTERIOR UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS SHALL BE TO THE INTERIOR UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS SHALL BE TO THE EXTERIOR UNLESS OTHERWISE NOTED.

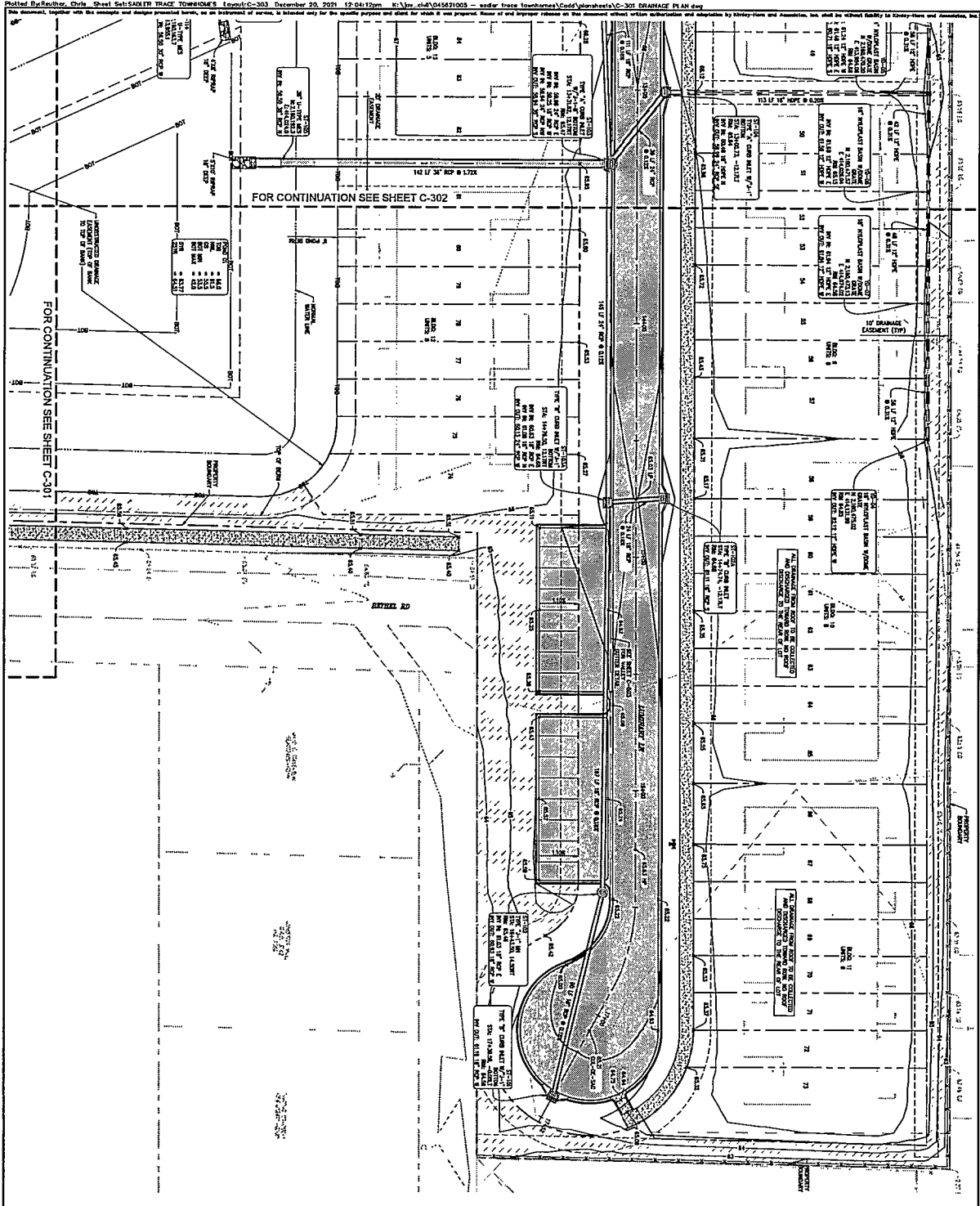
7. ALL DIMENSIONS SHALL BE TO THE INTERIOR UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS SHALL BE TO THE EXTERIOR UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS SHALL BE TO THE INTERIOR UNLESS OTHERWISE NOTED.

<p>DRAINAGE PLAN</p> <p>SADLER TRACE TOWNHOMES</p> <p>PREPARED FOR ATLEE DEVELOPMENT GROUP, INC.</p> <p>CITY OF JACKSONVILLE FLORIDA</p>	<p>DATE: DECEMBER 2021</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: VLM</p> <p>DRAWN BY: CDC</p> <p>CHECKED BY: CMR</p>	<p>REGISTERED PROFESSIONAL ENGINEER REUTHER, P.E.</p> <p>FLORIDA LICENSE NUMBER 90743</p> <p>THIS SEAL AND THIS DOCUMENT SHALL BE VOID IF NOT REGISTERED TO THE SEAL OR THE DATE ADJUNCT TO THE SEAL.</p> <p>ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>ALL DIMENSIONS SHALL BE TO THE EXTERIOR UNLESS OTHERWISE NOTED.</p> <p>ALL DIMENSIONS SHALL BE TO THE INTERIOR UNLESS OTHERWISE NOTED.</p> <p>ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>ALL DIMENSIONS SHALL BE TO THE EXTERIOR UNLESS OTHERWISE NOTED.</p> <p>ALL DIMENSIONS SHALL BE TO THE INTERIOR UNLESS OTHERWISE NOTED.</p>	<p>Kimley»Horn</p> <p>© 2021 KIMLEY-HORN AND ASSOCIATES, INC.</p> <p>12140 GRAY BAY PARKWAY WEST, SUITE 2350</p> <p>JACKSONVILLE, FLORIDA 32218</p> <p>PHONE 904-238-2800</p> <p>WWW.KIMLEY-HORN.COM RECEIPT #88</p>	<p>ISSUED FOR CONSTRUCTION</p>	<p>REVISIONS</p> <p>11/02/2021</p>
---	---	---	---	---------------------------------------	------------------------------------



PROJECT DATUM: NAVD 88

ADMITTED TO THE PROJECT ONLY FOR THE PROJECT. ANY CHANGES TO THE PROJECT MUST BE APPROVED BY THE ENGINEER.

LEGEND:

- COMMON AREA
- CONCRETE DRIVEWAY
- CONCRETE DRIVEWAY (BY CONTRACTOR)
- ASPHALT PAVEMENT

GRAPHIC SCALE IN FEET

0 10 20

NORTH

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DRAINAGE PLAN

SADLER TRACE TOWNHOMES

PREPARED FOR
ATLEE DEVELOPMENT GROUP, INC.

CITY OF JACKSONVILLE FLORIDA

RJA PROJECT
045621005
DATE
DECEMBER 2021
SCALE: AS SHOWN

DESIGNED BY: WLM
DRAWN BY: CDE
CHECKED BY: CBR

REGISTERED PROFESSIONAL
ENGINEER, P.E.
FLORIDA LICENSE NUMBER
90743

THIS SEAL HAS BEEN VERIFIED BY THE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS OF THE STATE OF FLORIDA.

Kimley»Horn

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12740 OLIVE BAY PARKWAY WEST, SUITE 2100
JACKSONVILLE, FLORIDA 32258
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WWW.KIMLEY-HORN.COM RECEIVERS 888

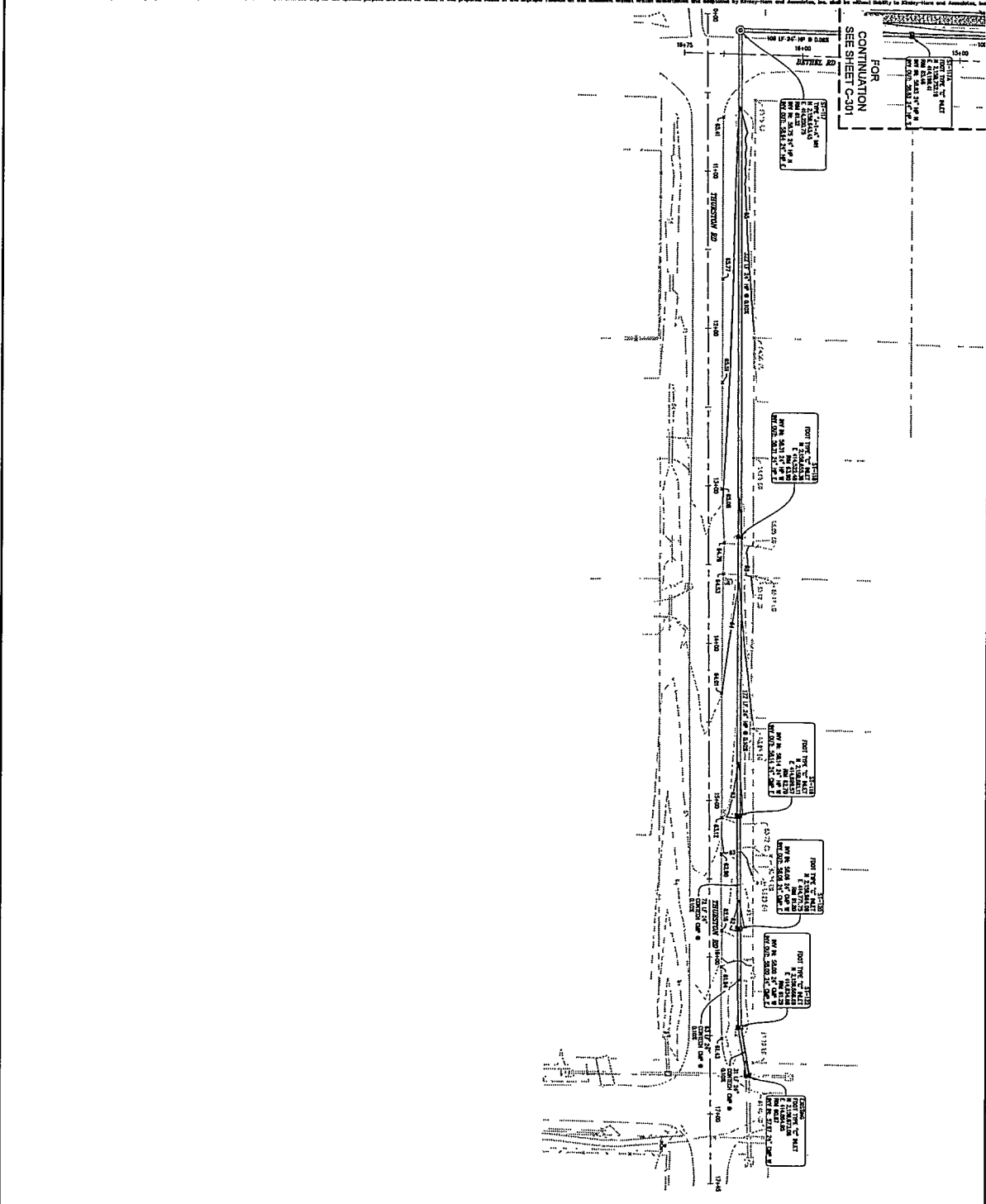
ISSUED FOR CONSTRUCTION

REVISIONS

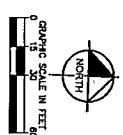
11/02/2021 WLM

DATE (BY)

Matted: D:\Revised_Chris_Sheet_SadlerTraceTownhomes\Layout\C-304 December 20, 2021 12:07:28pm K:\vnc.ctb\045621005 - sadler trace townhomes\Cadd\plan\sheet\C-304 OFFSITE DRAINAGE PLAN.dwg
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FOR CONTINUATION SEE SHEET C-301



NOTES:
 1. ALL DIMENSIONS SHOWN ARE TO CENTER UNLESS OTHERWISE NOTED.
 2. SEE SHEET C-301 FOR OTHER INFORMATION.

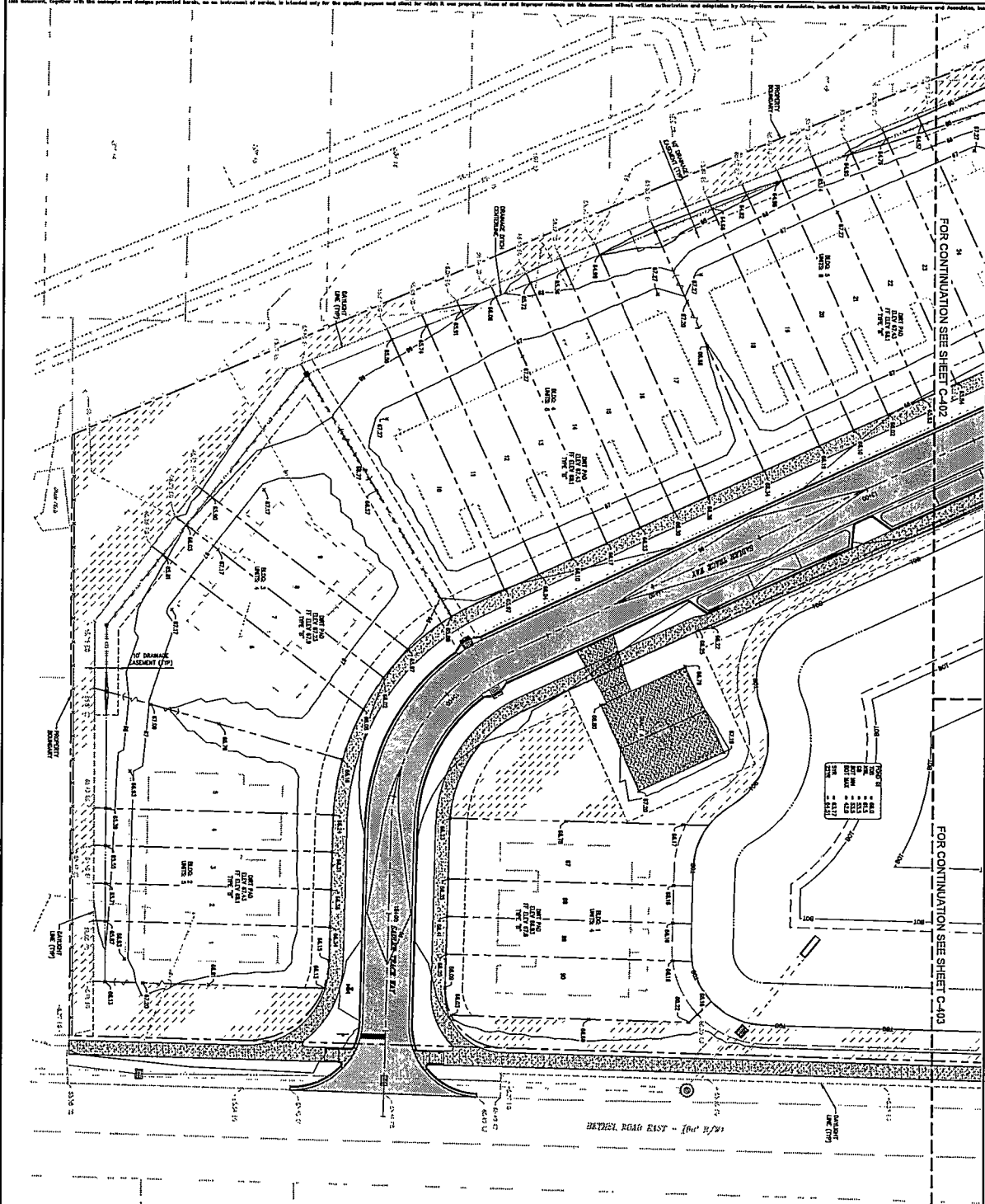
KEY MAP

PROJECT DATUM: NAVD 88

VERTICAL CURVATURE CORRECTION
 APPLIED TO ALL POINTS
 WITHIN THE PROJECT
 AREA.
 THE DATUM IS NAVD 88.


SHEET NUMBER C-304	OFFSITE DRAINAGE PLAN SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	RIA PROJECT 045621005 DATE DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: WLM DRAWN BY: CDC CHECKED BY: CMR	LICENSED PROFESSIONAL CUSTOMER REVIEWER, P.E. FLORIDA LICENSE NUMBER 90743 THIS SEAL HAS BEEN ELECTRONICALLY VERIFIED BY THE BOARD OF PROFESSIONAL ENGINEERS, P.E. ON THE DATE AGENT TO THE SEA. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS SIGNED AND SEALED BY THE ENGINEER OR BY ANY ELECTRONIC COPY		Kinley-Horn	© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 OCEAN BAY PARKWAY WEST, SUITE 2300 JACKSONVILLE, FLORIDA 32256 PHONE: 904-878-2800 WWW.KIMLEY-HORN.COM REGISTRY 636	ISSUED FOR CONSTRUCTION	REVERSE FORCENAN CROSSING REVISIONS DATE	11/02/2021 WJ BY
	No. _____								

Plotter: D:\p1\user\chris_chris\SAIDLER TRACE TOWNHOMES - Layout\C-401 December 20, 2021 12:10:30pm K:\Users\chris\Documents\45621005 - sadler trace townhomes\Cadd\plan\sheet\C-401 LOT GRADING PLAN.dwg



FOR CONTINUATION SEE SHEET C-402

FOR CONTINUATION SEE SHEET C-403









GRAPHIC SCALE IN FEET
0 10 20

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.


3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

LEGEND


-  EXISTING AREA
-  PROPOSED AREA
-  PROPOSED STRUCTURE
-  PROPOSED DRIVEWAY
-  PROPOSED SIDEWALK
-  PROPOSED STORMWATER MANAGEMENT

PROJECT DATUM: NAVD 88

VERTICAL CURVE DATA: SEE SHEET C-402



811



NET MAP

LOT GRADING PLAN

SADLER TRACE TOWNHOMES

PREPARED FOR
ATLEE DEVELOPMENT GROUP, INC.

CITY OF JACKSONVILLE FLORIDA

KHA PROJECT
045621005

DATE
DECEMBER 2021

SCALE: AS SHOWN

DESIGNED BY: M.W.


DRAWN BY: C.D.

CHECKED BY: C.M.

LICENSED PROFESSIONAL
ENGINEER REGISTERED, P.E.
FLORIDA LICENSE NUMBER
90743

THIS PLAN HAS BEEN CAREFULLY REVIEWED AND REVISIONS MADE BY THE ENGINEER TO THE SEAL.

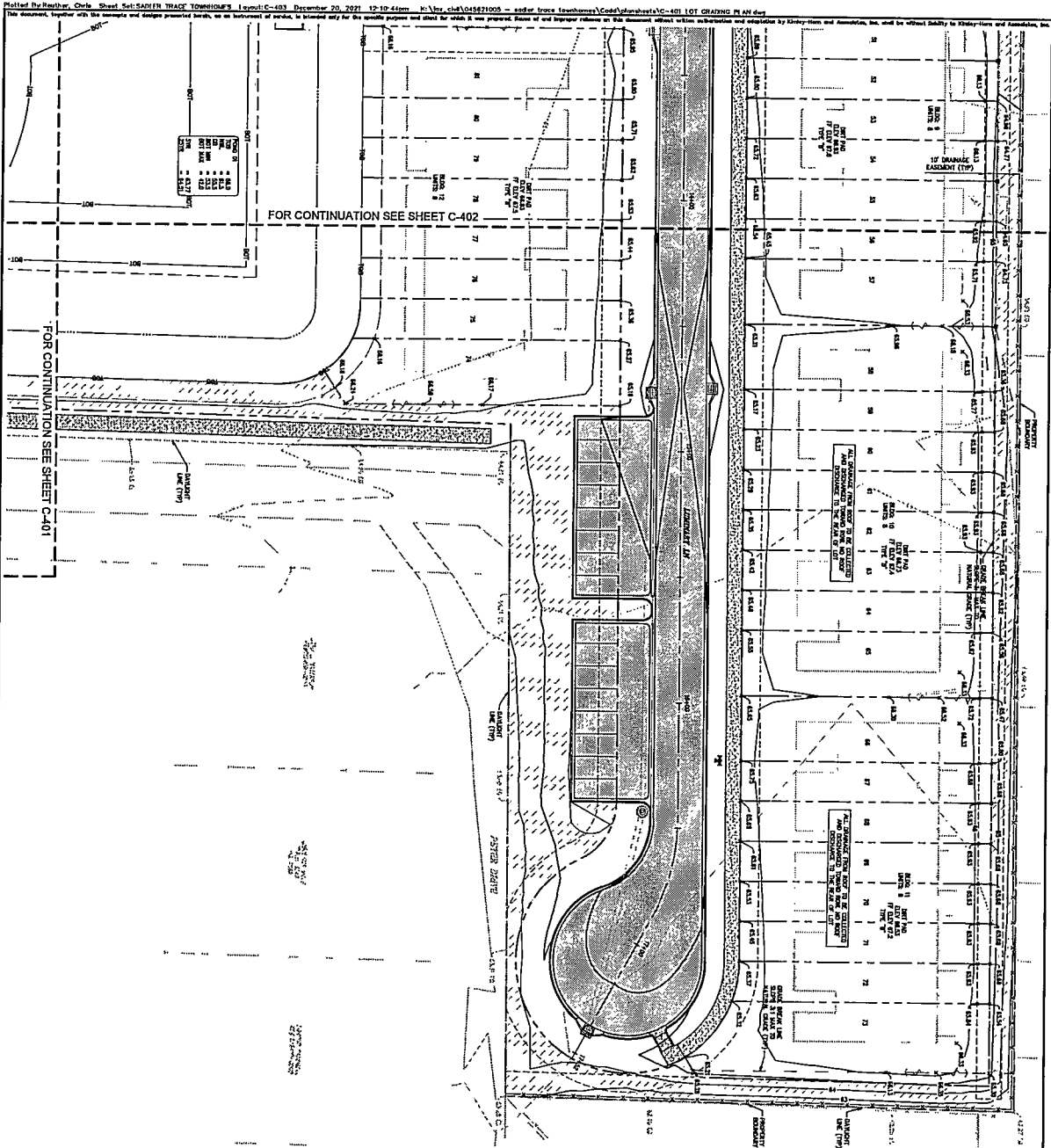
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JACKSONVILLE, FLORIDA 32218
PHONE: 904-878-2800
WWW.KIMLEY-HORN.COM REGISTRY #86

ISSUED FOR CONSTRUCTION	
REVISION	DATE
1. REVERSE FORECROWN CROSSING	11/02/2021



PROJECT DATING: NAVD '88

VERTICAL CURVES SHALL BE SHOWN FOR ALL GRADES TO BE CONSTRUCTED AND SHALL INCLUDE THE FOLLOWING INFORMATION:

- 1. GRADE
- 2. CURVE LENGTH
- 3. GRADE BEGINS AT
- 4. GRADE ENDS AT
- 5. GRADE AT BEGINNING OF CURVE
- 6. GRADE AT END OF CURVE
- 7. GRADE AT LOW POINT
- 8. GRADE AT POINT OF VERTICAL CURVATURE
- 9. GRADE AT POINT OF TANGENCY
- 10. GRADE AT POINT OF INTERSECTION

LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED GRADE (BY THE CONTRACTOR)
- PROPOSED PAVEMENT

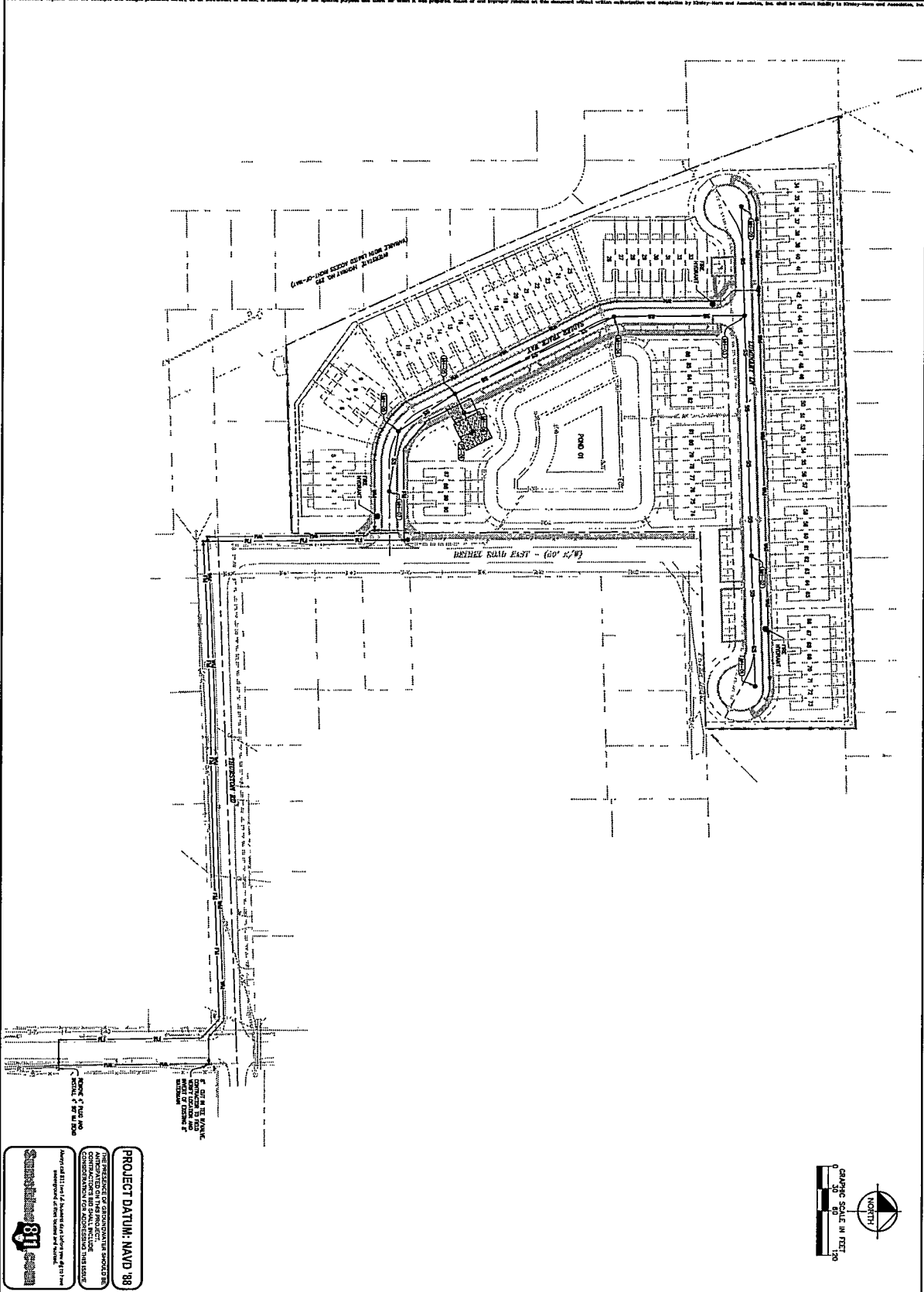
NOTES


1. ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE IN FEET.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE IN FEET.
3. ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE IN FEET.

<p>LOT GRADING PLAN</p> <p>SADLER TRACE TOWNHOMES</p> <p>PREPARED FOR ATLEE DEVELOPMENT GROUP, INC.</p> <p>CITY OF JACKSONVILLE FLORIDA</p>	<p>KIMLEY-HORN</p> <p>15660 CHAN BAY PARKWAY WEST, SUITE 2300 JACKSONVILLE, FLORIDA 32258 PHONE: 904-426-3800 WWW.KIMLEY-HORN.COM REGISTRY #66</p>	<p>ISSUED FOR CONSTRUCTION</p> <p>REVISIONS</p> <p>DATE BY</p>	<p>11/02/2021 MW</p>
<p>DATE: DECEMBER 2021</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: M.W.</p> <p>DRAWN BY: CDC</p> <p>CHECKED BY: DJR</p>	<p>PROFESSIONAL ENGINEER</p> <p>ORVILLE R. NEUBER, P.E.</p> <p>FLORIDA LICENSE NUMBER 90743</p> <p>THIS SEAL HAS BEEN DULY REGISTERED WITH THE STATE OF FLORIDA</p> <p>PRINTED COPIES OF THIS DOCUMENT ARE BEING PROVIDED TO THE CITY OF JACKSONVILLE AND THE CONTRACTOR FOR REVIEW AND RECORD PURPOSES ONLY.</p>	<p>REVERSE FORCE MAIN CROSSING</p>	

Plotted By: RevitUser, Date: Sheet: SADRTR TRACE TOWNHOMES Layout: C-501 December 20, 2021 12:13:56pm K:\Users\cra\454571005 - sadler-trace townhomes\Cadd\plan\shala\C-501 OVERALL UTILITY PLAN.dwg

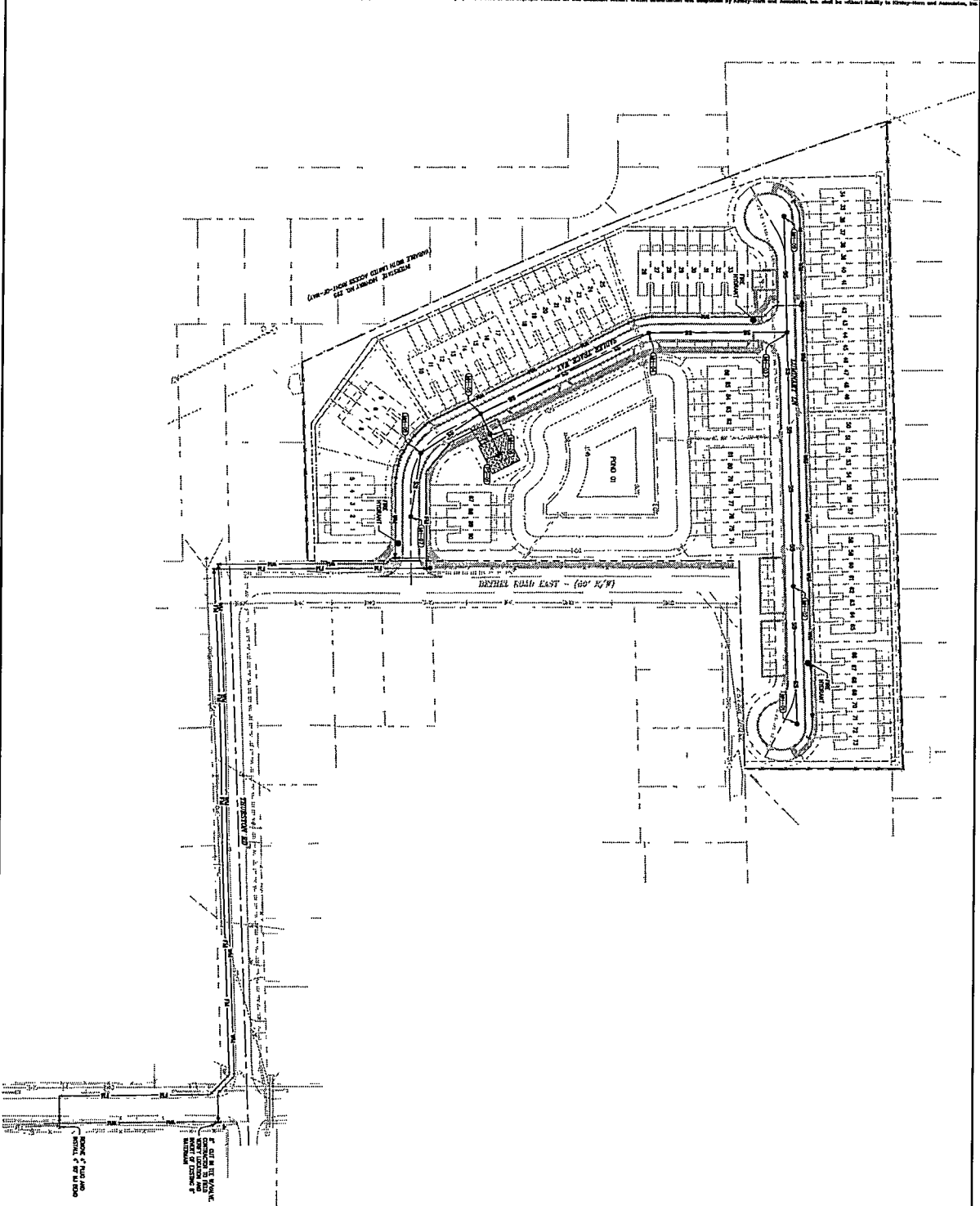
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	OVERALL UTILITY PLAN SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	KHA PROJECT 045521005 DATE DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: VLM DRAWN BY: CDC CHECKED BY: CMF	LOCKED PROFESSIONAL ENGINEER SEAL, P.E. FLORIDA LICENSE NUMBER 90743 THIS SEAL HAS BEEN DIGITALLY SIGNED AND IS CONSIDERED VALID AND TRUE TO THE DATE INDICATED TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID AND TRUE TO THE ORIGINAL UNLESS SIGNED BY THE ORIGINAL ENGINEER OR BY ANY ELECTRONIC COPY	Kimley-Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12742 GRAN BAY FARMWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32256 PHONE: 904-828-3800 WWW.KIMLEY-HORN.COM FIC025743 696	ISSUED FOR CONSTRUCTION	REVISIONS No. _____ DATE _____ BY _____
	PROJECT DATUM: NAVD 88 THE PRESENCE OF ORIGINATORIAL SKETCHES OR DIMENSIONS SHALL NOT BE A BASIS FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE GROUND PRIOR TO CONSTRUCTION. ANY DISCREPANCY SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY UPON DISCOVERY.		REVISION FORCROSSING 11/02/2021 M.W.			

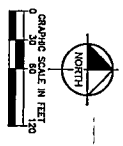
SHEET NUMBER
C-501

Plotfile: Re:Revised_Civil_Sheet Set:SADLER TRACE TOWNHOMES (South-C-501) December 20, 2021 12:13:58pm K:\User\jch\1045621005 - sadler trace townhomes\Cad\Drawings\C-501 CIVIL\11 UTILITY PLAN.dwg
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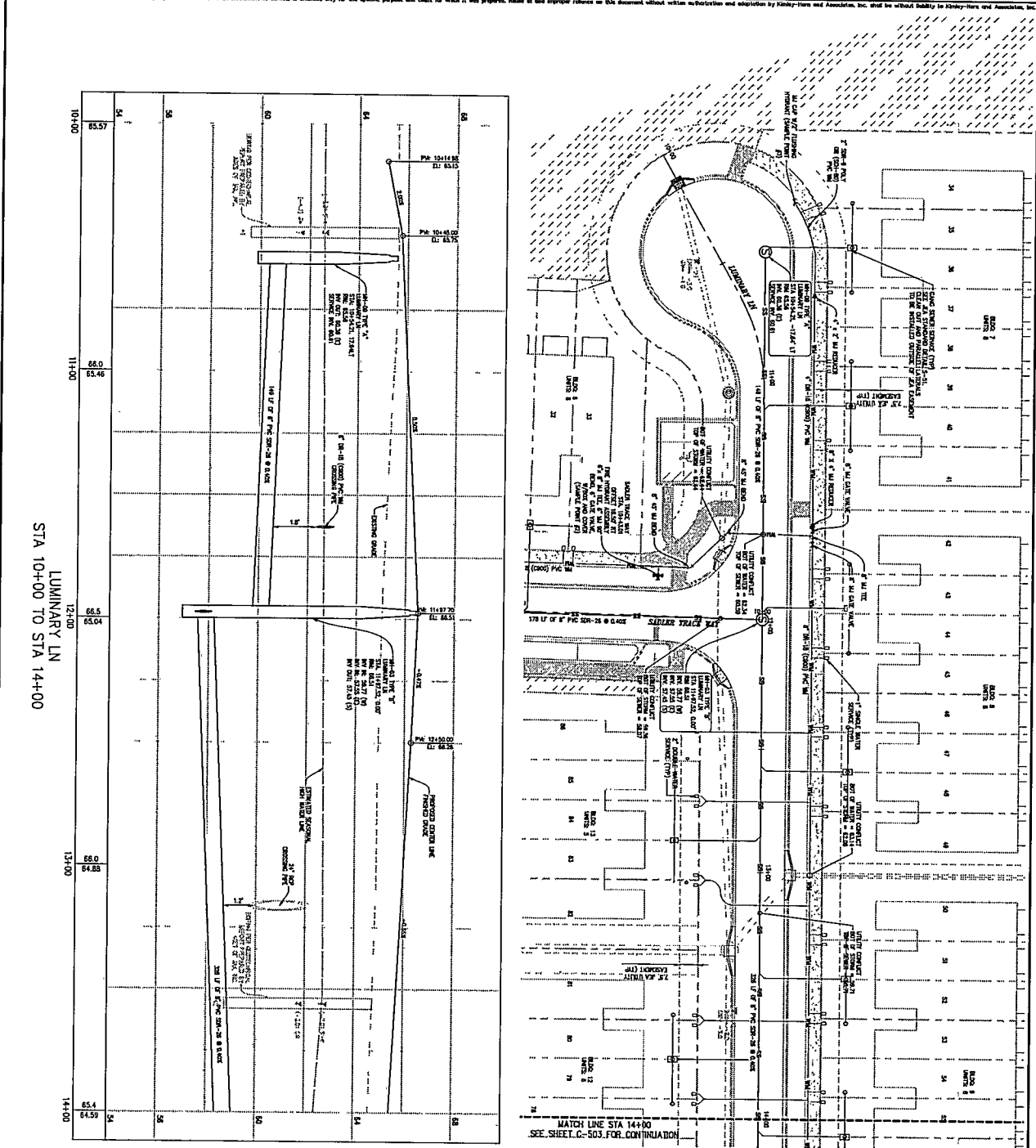
PROJECT DATUM: NAVD 88

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SHEET NUMBER C-501	OVERALL UTILITY PLAN	KHA PROJECT 045621005	LICENSED PROFESSIONAL ENGINEER NUMBER, P.E. FLORIDA LICENSE NUMBER 90743		Kimley-Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 OCEAN BAY PARKWAY WEST, SUITE 2100 JACKSONVILLE, FLORIDA 32256 PHONE: 904-828-3800 WWW.KIMLEY-HORN.COM REISTRY 686	ISSUED FOR CONSTRUCTION	
	PREPARED FOR SADLER TRACE TOWNHOMES ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	DATE: DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: WLM DRAWN BY: CDC CHECKED BY: CMR	PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID UNLESS THEY BEARING THE SEAL OF THE ENGINEER.			REVISIONS No. _____ DATE _____ BY _____	

Plotted By Reuther, Chris Sheet Set: SADLER TRACE TOWNHOMES Layout: C-502 December 20, 2021 12:17:13pm K:\s_c\4521005 - sadler trace townhomes\Cad\plan\sheet\C-502 LUMINARY LN PLAN AND PROFILE.dwg
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KEY MAP

NOT TO SCALE

GRAPHIC SCALE IN FEET

NORTH

SCALE: HORIZ. 0 = 20
VERT. 0 = 2

PROJECT DATUM: NAVD 88

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PROFESSIONAL ENGINEER
 CHRISTOPHER REUTHER, P.E.
 FLORIDA LICENSE NUMBER
 90743

THIS SEAL HAS BEEN DIGITALLY SIGNED AND SEALED BY CHRISTOPHER REUTHER, P.E. ON THE DATE AGREED TO BE SEAL.

DESIGNED BY: MLD
 DRAWN BY: CDC
 CHECKED BY: CMR

GRAPHIC SCALE IN FEET

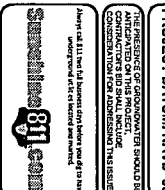
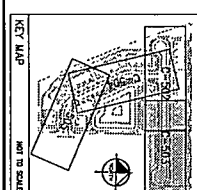
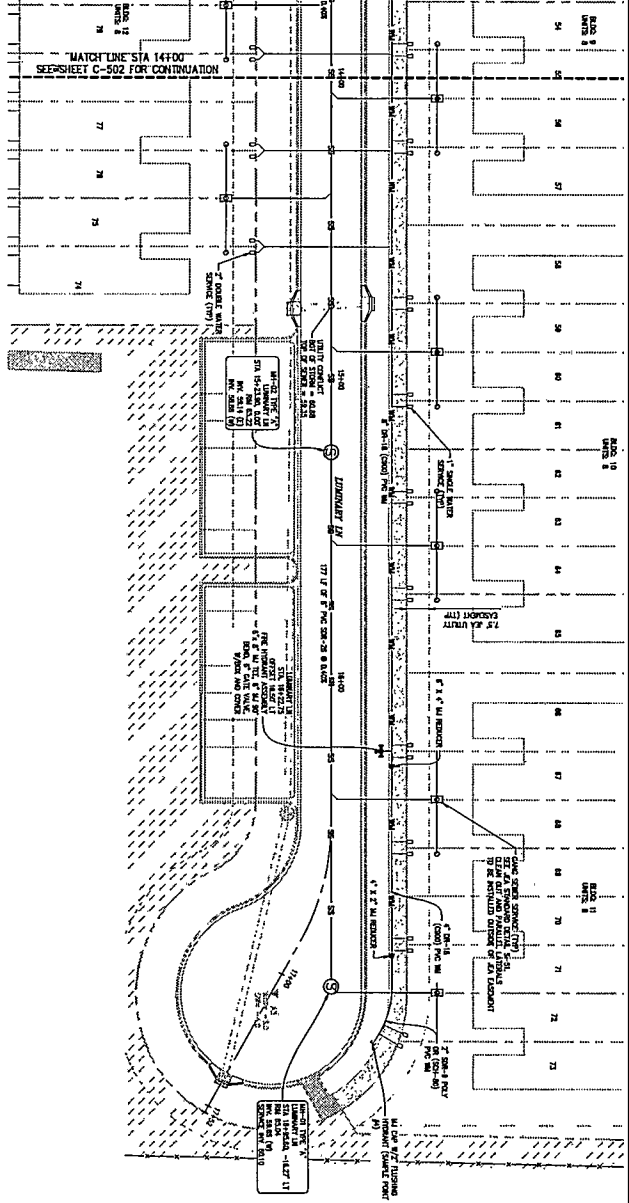
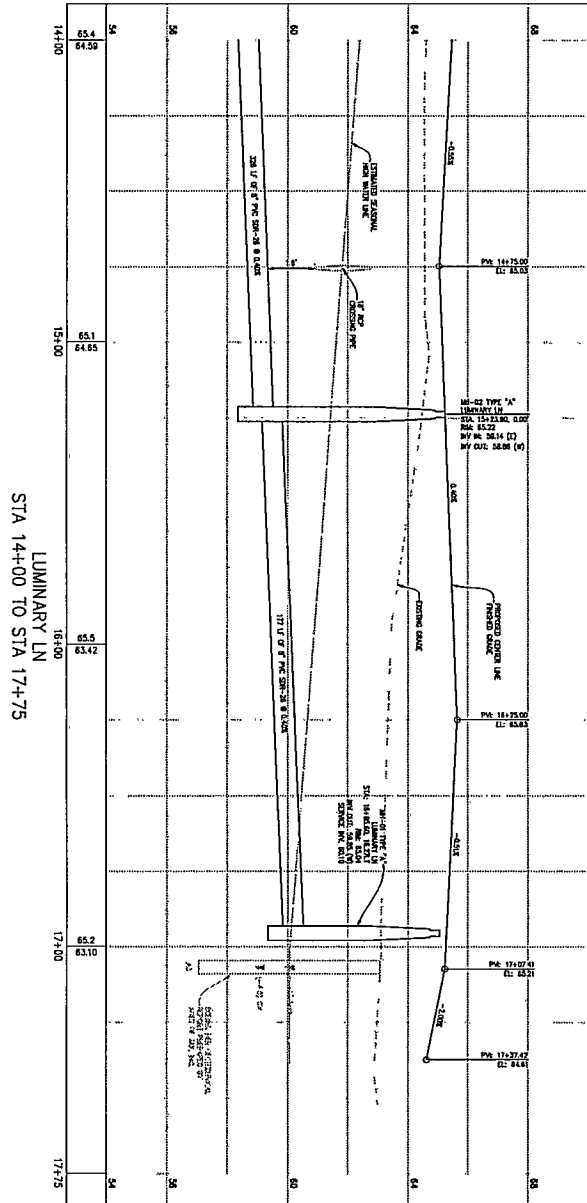
0 10 20

NORTH

SHEET NUMBER C-502	LUMINARY LN PLAN AND PROFILE SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	NHA PROJECT 045621005 DATE DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: MLD DRAWN BY: CDC CHECKED BY: CMR	LICENSED PROFESSIONAL CHRISTOPHER REUTHER, P.E. FLORIDA LICENSE NUMBER 90743 <small>THIS SEAL HAS BEEN DIGITALLY SIGNED AND SEALED BY CHRISTOPHER REUTHER, P.E. ON THE DATE AGREED TO BE SEAL.</small>		Kimley»Horn <small>© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 DEAN BAY PARKWAY WEST, SUITE 2300 JACKSONVILLE, FLORIDA 32258 PHONE: 904-638-3600 WWW.KIMLEY-HORN.COM REGISTRY 656</small>	ISSUED FOR CONSTRUCTION	11/02/2021 DATE BY
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Plotted By: reuther, Chris Sheet Set: SADRER TRACE TOWNHOMES Layout: C-503 December 20, 2021 12:17:25pm M:\p\c\4\045621005 - under trace townhomes\Cadd\plan sheets\C-503 LUMINARY LN PLAN AND PROFILE.dwg

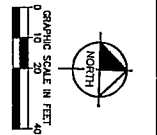
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PROJECT DATUM: NAVD 88

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SCALE: HORIZ. 1" = 20' VERT. 1" = 2'



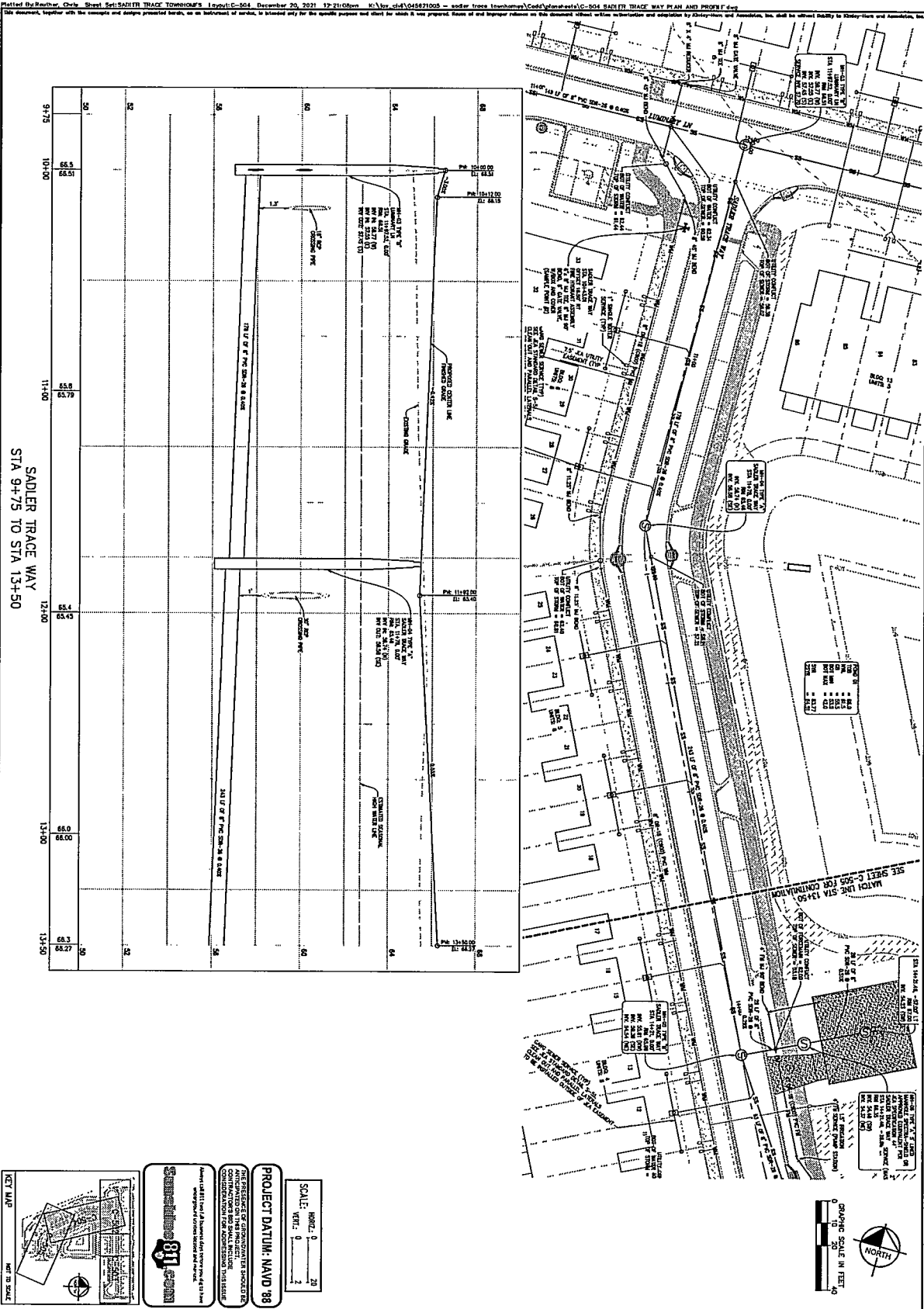
LUMINARY LN PLAN AND PROFILE
 SADRER TRACE TOWNHOMES
 PREPARED FOR
 ATLEE DEVELOPMENT GROUP, INC.
 CITY OF JACKSONVILLE FLORIDA

KHA PROJECT 045621005
 DATE DECEMBER 2021
 SCALE: AS SHOWN
 DESIGNED BY: WJW
 DRAWN BY: CDC
 CHECKED BY: CMR



Kimley»Horn
 A KIMLEY-HORN AND ASSOCIATES, INC. COMPANY
 1500
 JACKSONVILLE, FLORIDA 32256
 PHONE: 904-428-3000
 WWW.KIMLEY-HORN.COM REGISTRY 656

ISSUED FOR CONSTRUCTION
 11/02/2021
 DATE BY



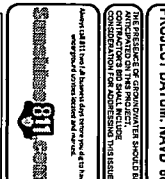
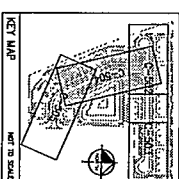
SADLER TRACE WAY PLAN AND PROFILE
SADLER TRACE TOWNHOMES
 PREPARED FOR
ATLEE DEVELOPMENT GROUP, INC.
 CITY OF JACKSONVILLE FLORIDA

KHA PROJECT
 045621005
 DATE
 DECEMBER 2021
 SCALE: AS SHOWN
 DESIGNED BY: MLW
 DRAWN BY: CDC
 CHECKED BY: CNR

LICENSED PROFESSIONAL
 ENGINEER REUBEN, P.E.
 FLORIDA LICENSE NUMBER
 90743
 THE SEAL OF THE PROFESSIONAL ENGINEER
 OR THE DATE MANUALLY TO BE SEAL
 OF THE PROFESSIONAL ENGINEER
 REUBEN, P.E.
 HAS NOT CONSIDERED THIS DRAWING
 AND THE SEAL THEREON ARE NOT
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 JACKSONVILLE, FLORIDA 32258
 PHONE: 904-828-3800
 WWW.KIMLEY-HORN.COM REC-0579 896

ISSUED FOR CONSTRUCTION	
REVISIONS	DATE BY



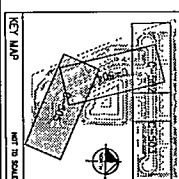
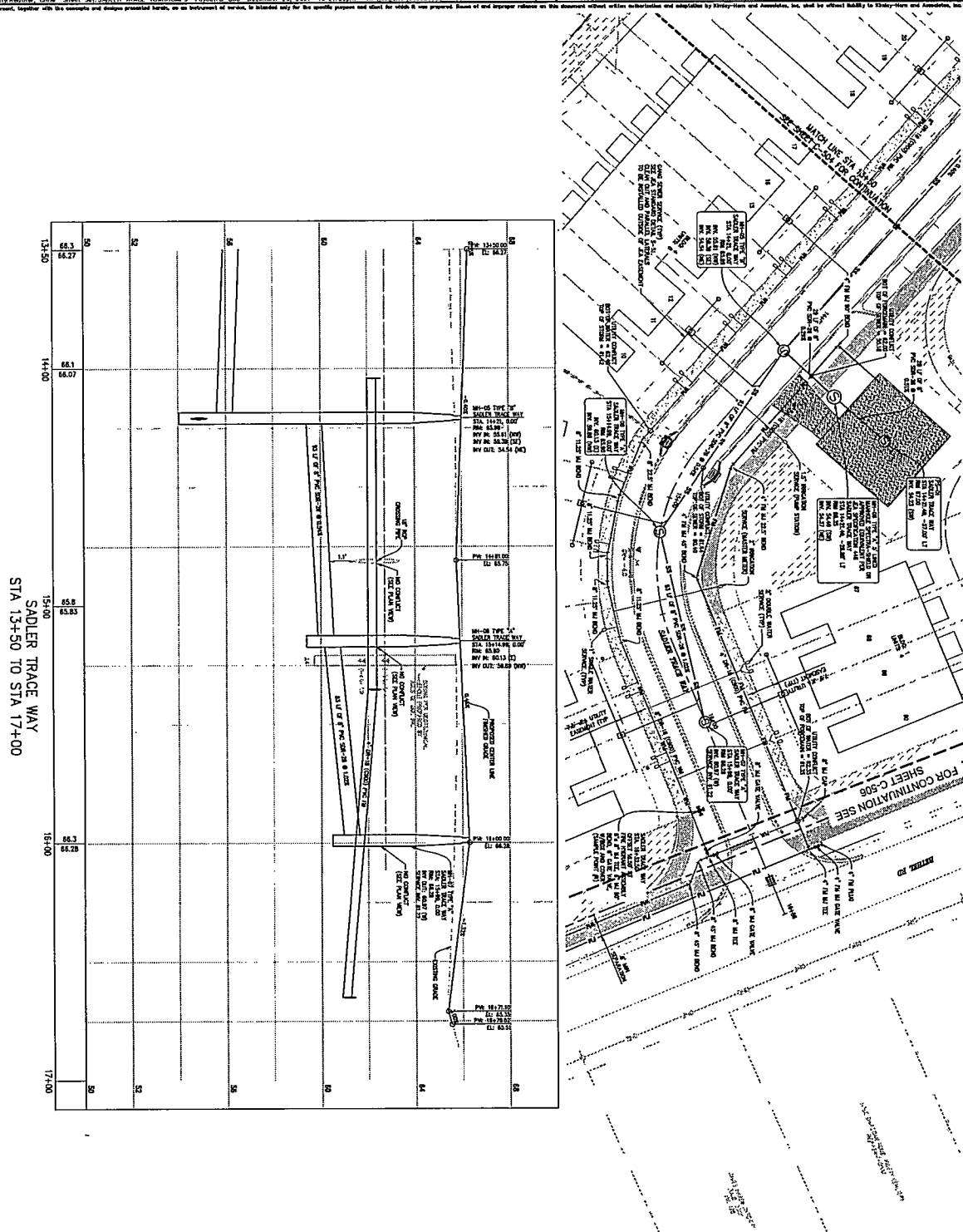
PROJECT DATUM: NAVD 88
 SCALE: HORIZ: 1" = 20'
 VERT: 1" = 4'



GRAPHIC SCALE IN FEET
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 NORTH

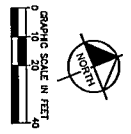
REVERSE FORCEMAN CROSSING
 No. REVISIONS DATE BY

Plotted By: [Name], Date: [Date], Sheet: [Number], Title: [Title], Project: [Project Name], Scale: [Scale], Drawing No.: [Drawing No.]



PROJECT DATUM: NAVD 88

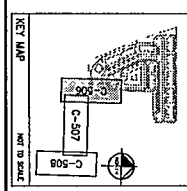
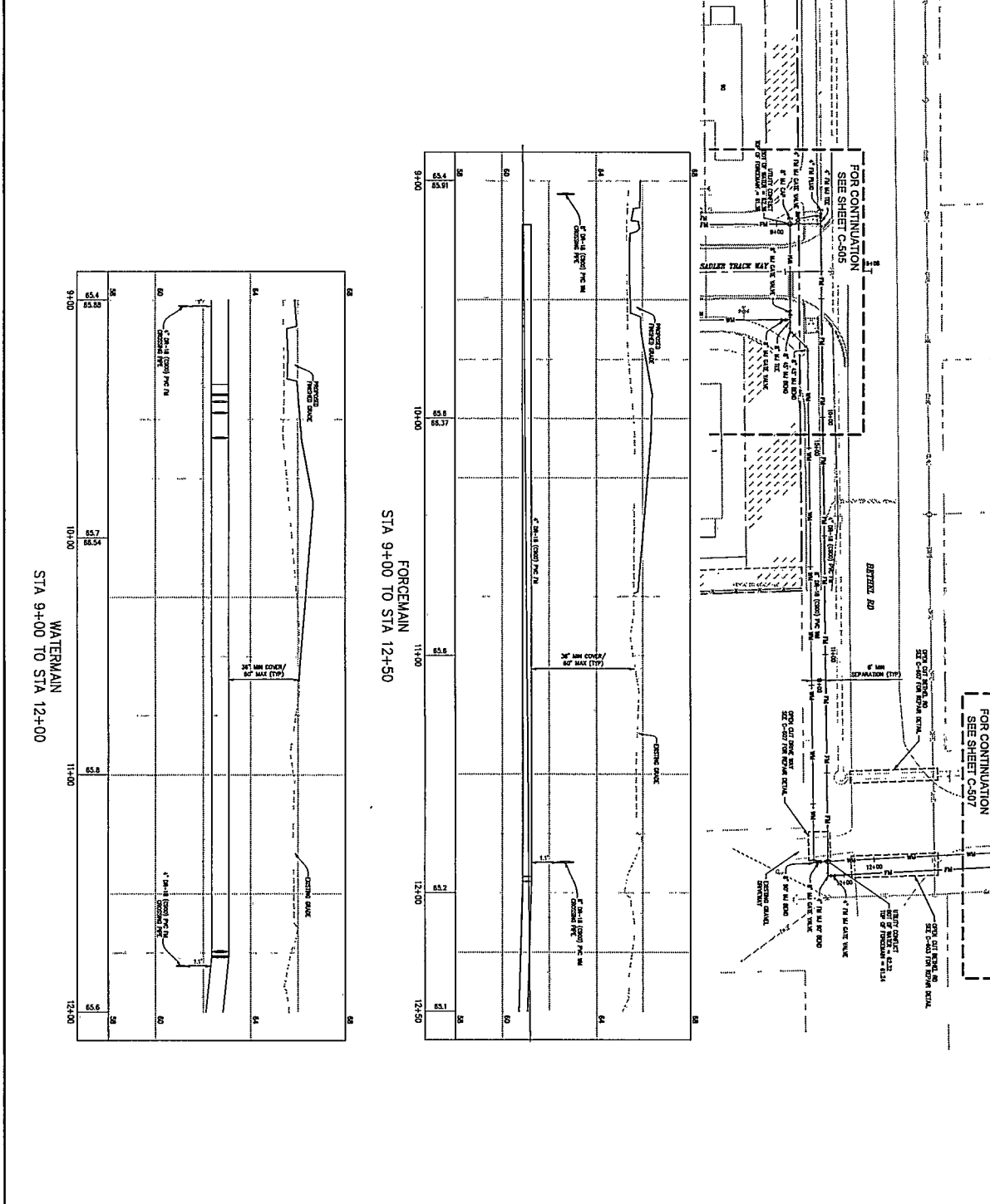
SCALE: HORIZ. 1" = 20'
VERT. 1" = 1'



SHEET NUMBER C-505	SADLER TRACE WAY PLAN AND PROFILE	KHA PROJECT 045621005	LICENSED PROFESSIONAL GEORGETHE REUBER, P.E. FLORIDA LICENSE NUMBER 90743		Kimley-Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 CRAW BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32228 PHONE: 904-828-3600 WWW.KIMLEY-HORN.COM REGISTRY #896	ISSUED FOR CONSTRUCTION	REVISIONS	DATE	BY
	SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	DATE: DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: M.W. DRAWN BY: CDC CHECKED BY: CLW	THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.				REVERSE FOREMAN CROSSING	11/02/2021	MW

Printed By: Baithier, Chris Sheet Set: SADR TRAC TOWNHOMES Layout: C-506 December 20, 2021 12:25:56pm K:\Users\csl\OneDrive\Documents\CAD\Projects\TOWNHOMES\C-506 OFFSITE PLAN AND PROFILE.dwg

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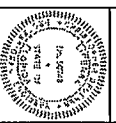
PROJECT DATUM: NAVD 98

THE PRESENCE OF ORIGINATING INFORMATION SHOULD BE MAINTAINED THROUGHOUT THE PROJECT. ANY CHANGES TO THE ORIGINAL INFORMATION SHALL BE INDICATED BY A REVISION NUMBER AND DATE.

SCALE: HORIZ. 0 20
VERT. 0 1

GRAPHIC SCALE IN FEET
NORTH

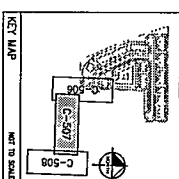
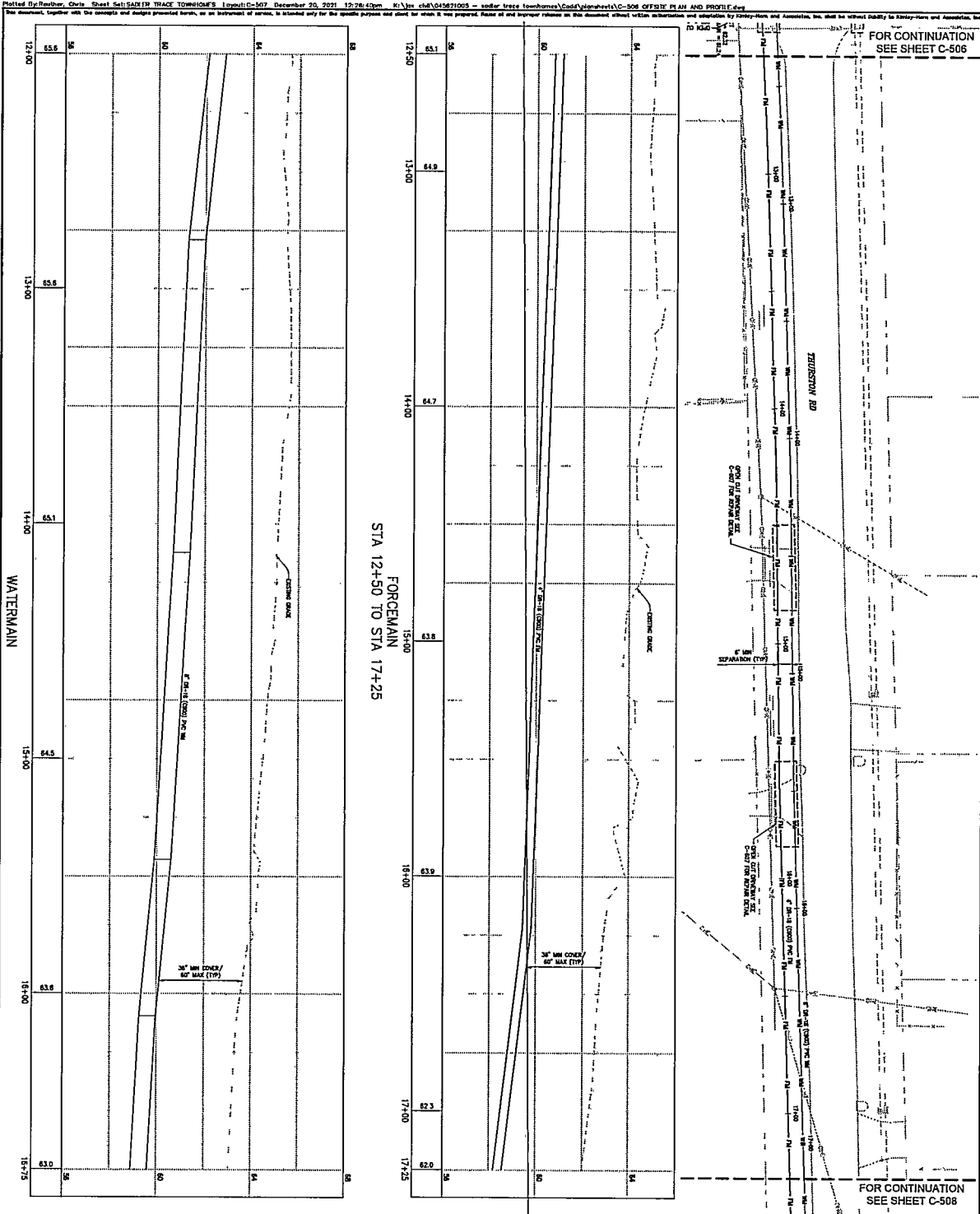
SHEET NUMBER C-506	OFFSITE PLAN AND PROFILE	KHA PROJECT 045621005	LICENSED PROFESSIONAL ENGINEER FLORIDA LICENSE NUMBER 90743
	SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	DATE DECEMBER 2021 SCALE AS SHOWN DESIGNED BY: WJW DRAWN BY: CJC CHECKED BY: CMR	NO CHANGES TO THE ORIGINAL INFORMATION SHALL BE MADE ON THE DATE INDICATED TO THE SEAL. IF ANY CHANGES ARE MADE TO THE ORIGINAL INFORMATION, THE SEAL SHALL BE VOID.



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JACKSONVILLE, FLORIDA 32258
PHONE: 904-826-3600
WWW.KIMLEY-HORN.COM REGISTRY 696

ISSUED FOR CONSTRUCTION	
NO. REVISIONS	DATE
1	11/02/2021 WJW



811
 THE PRESENCE OF OBSTRUCTIONS OR CONDITIONS IN THE FIELD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE PROJECT.

PROJECT DATUM: NAVD 88
 SCALE: HORIZ. 1" = 20'
 VERT. 1" = 2'

GRAPHIC SCALE IN FEET
 0 10 20 30 40

OFFSITE PLAN AND PROFILE
 SADLER TRACE TOWNHOMES
 PREPARED FOR
 ATLEE DEVELOPMENT GROUP, INC.
 CITY OF JACKSONVILLE FLORIDA

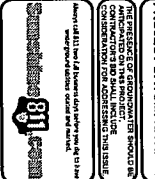
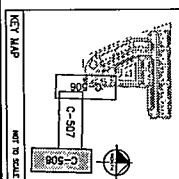
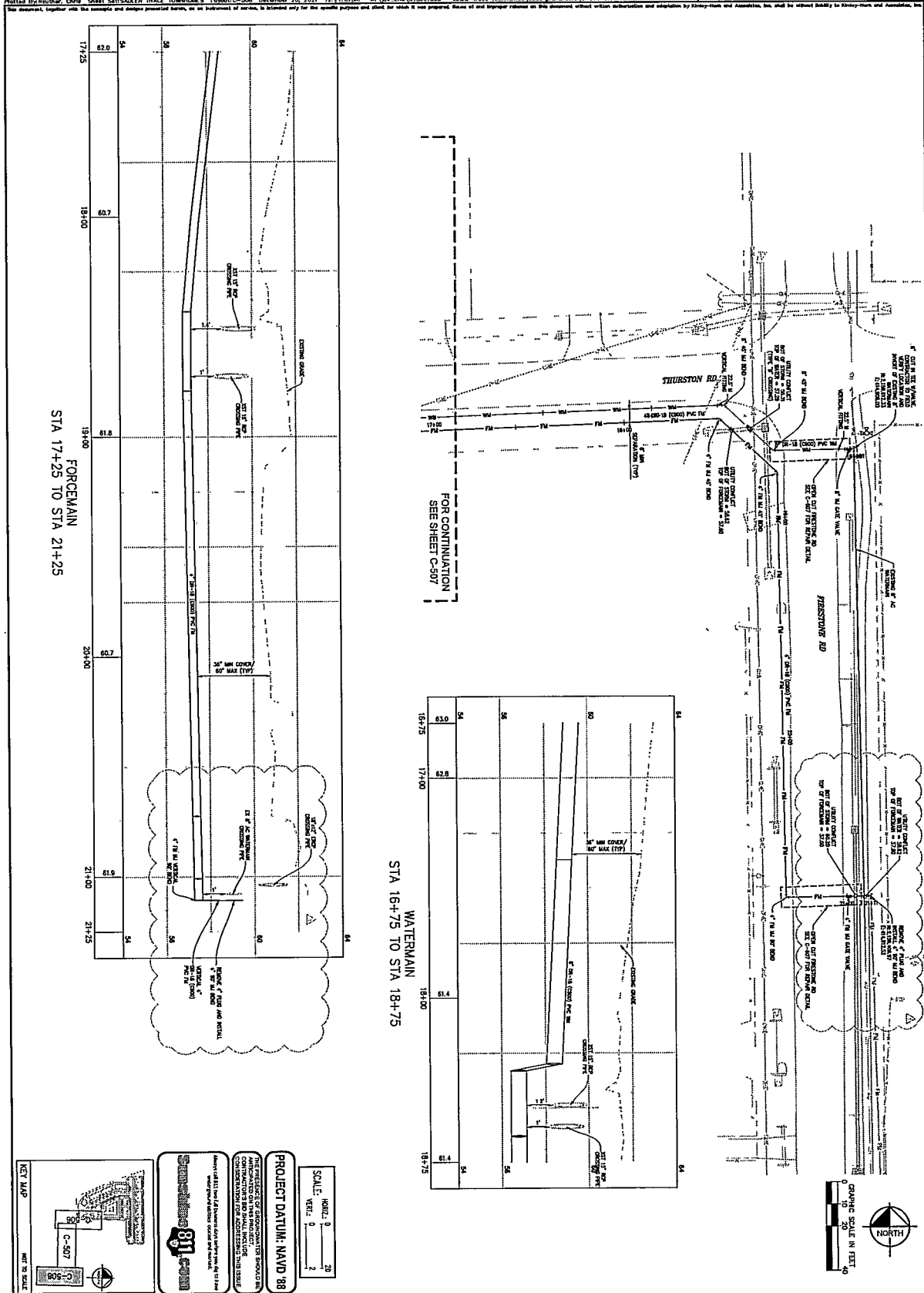
RJA PROJECT 045621005
 DATE DECEMBER 2021
 SCALE AS SHOWN
 DESIGNED BY: WJW
 DRAWN BY: CDC
 CHECKED BY: CMR

LICENSED PROFESSIONAL ENGINEER
 CHRISTOPHER REUBER, P.E.
 FLORIDA LICENSE NUMBER 90743
 THE SEAL OF THE PROFESSIONAL ENGINEER OF THE STATE OF FLORIDA IS HEREBY APPLIED TO THIS DRAWING IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND SEAL ON THE DATE ADJOINT TO THE SEAL.
 PRINTED ORDER OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE PROJECT.

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 JACKSONVILLE, FLORIDA 32256
 PHONE: 904-428-3800
 WWW.KIMLEY-HORN.COM REGISTRY 656

ISSUED FOR CONSTRUCTION	
REVISION	DATE
1. REVERSE FORCEMAN CROSSING	11/22/2021 WJW
No.	REVISIONS

Printed By: huser Only: Sheet: SADR TRAC TOWNHOMES 1/04/21 C-508 December 20, 2021 12:32:02pm H:\projects\414\045621005 - sadler trace townhomes\Cadd\plan\sheet\C-508 OFFSITE PLAN AND PROFILE.dwg



SCALE: HORIZ. 1" = 20'
VERT. 1" = 2'

PROJECT DATUM: NAVD '88

SHEET NUMBER C-508	OFFSITE PLAN AND PROFILE		KHA PROJECT 045621005 DATE: DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: M.W.H. DRAWN BY: CDC CHECKED BY: CAJ	LICENSED PROFESSIONAL ENGINEER NUMBER, P.E. FLORIDA LICENSE NUMBER 90743 THIS SEAL HAS BEEN DETAILED ONLY AS SHOWN BY ENGINEER RECORDS, P.A. OF THE STATE DEPARTMENT OF THE SEA	Kimley-Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32256 PHONE: 904-828-3900 WWW.KIMLEY-HORN.COM REGISTRY 638	ISSUED FOR CONSTRUCTION	
	SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA					REVISIONS No. _____ DATE _____ BY _____	11/02/2021 M.W.H.

Revised: 11/19/2021
 Project: SADLER TRACE TOWNHOMES
 Drawing: SITE DETAILS
 Date: 12/01/2021
 Scale: AS SHOWN
 Designer: W.L.W.
 Checker: C.C.C.
 Project No: 045621005
 Drawing No: 1363

TYPICAL STREET SIGN DETAIL
NOT TO SCALE

ADA PARKING DETAIL
NOT TO SCALE

HANDICAPPED PARKING SYMBOL DETAIL
NOT TO SCALE

ACCESSIBLE RAMPS
NOT TO SCALE

STOP BAR DETAIL
NOT TO SCALE

VAN ACCESSIBLE PARKING SIGN DETAIL
NOT TO SCALE

DETECTABLE WARNING DETAIL
NOT TO SCALE

ACCESSIBILITY NOTES:

1. ALL CURBS OF ACCESSIBLE PARKING SPACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
2. CURBS SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
3. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
4. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
5. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
6. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
7. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
8. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
9. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.
10. ALL DETECTABLE WARNING SURFACES SHALL BE FINISHED TO A MAXIMUM OF 4" MAX. HEIGHT.

ACCEPTABLE PRODUCTS:

1. ASPHALT
 2. CONCRETE
 3. GRANITE
 4. MARBLE
 5. QUARTZITE
 6. SANDSTONE
 7. SLATE
 8. TRAVERTINE
 9. GYPSUM
 10. TERRAZZO
 11. POLISHED CONCRETE
 12. POLISHED GRANITE
 13. POLISHED MARBLE
 14. POLISHED QUARTZITE
 15. POLISHED SANDSTONE
 16. POLISHED SLATE
 17. POLISHED TRAVERTINE
 18. POLISHED GYPSUM
 19. POLISHED TERRAZZO
 20. POLISHED POLYMER TERRAZZO

PLAN VIEW

SITE DETAILS

KHA PROJECT: 045621005
 DATE: DECEMBER 2021
 SCALE: AS SHOWN
 DESIGNED BY: W.L.W.
 DRAWN BY: C.C.C.
 CHECKED BY: C.C.C.

PROFESSIONAL ENGINEER
 CHRISTOPHER REUTER, P.E.
 LICENSE NO. 90743
 STATE OF FLORIDA

Kimley-Horn
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32256
 PHONE: 904-828-3800
 WWW.KIMLEY-HORN.COM REGISTRY 696

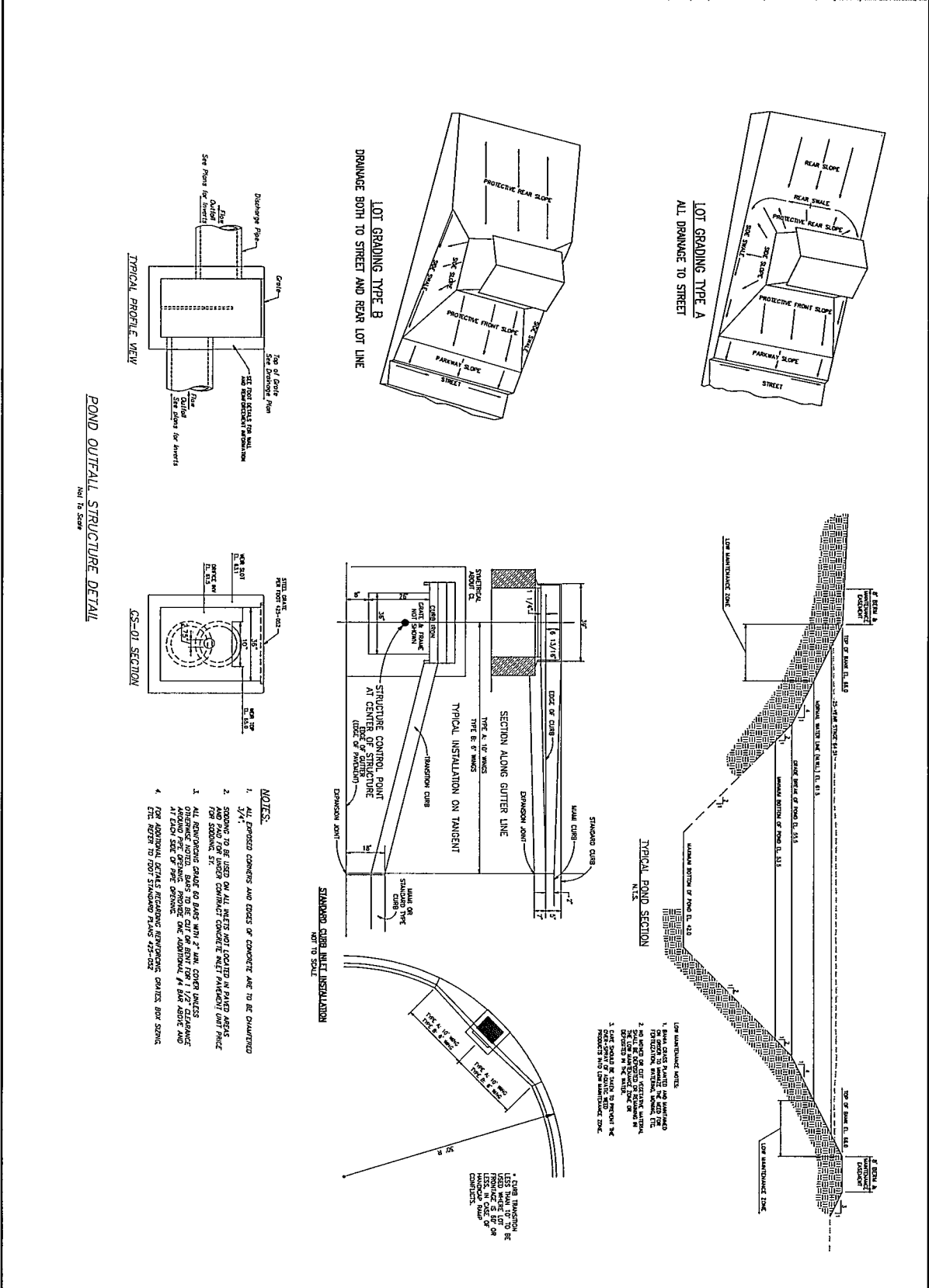
ISSUED FOR CONSTRUCTION

NO.	REVISIONS	DATE	BY
1	REVISE FORKURMAN CROSSING	11/19/2021	W.L.W.

SHEET NUMBER
 C-602

SADLER TRACE TOWNHOMES
 PREPARED FOR
 ATLEE DEVELOPMENT GROUP, INC.
 CITY OF JACKSONVILLE, FLORIDA

Noted Revisions Only Sheet SADRTR TRACE TOWNHOMES 1 project-C-004 December 13, 2021 04:59:10pm R:\N\p\c\04\13\21\005 - 0000.dwg from tombarrow\cadd\jasonm\c-004 TRADRAGE DETAIL.dwg
 This document, together with the drawings and design presented herein, is prepared only for the specific project and shall not be used for any other project without the written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

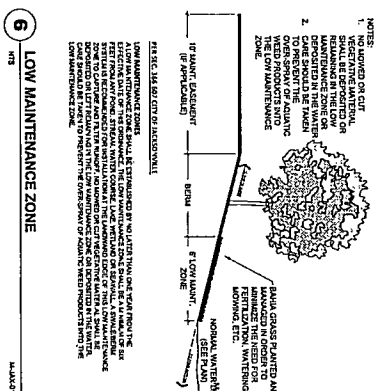
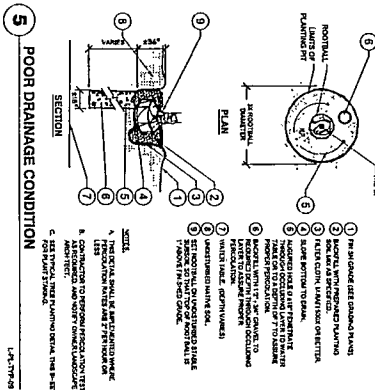
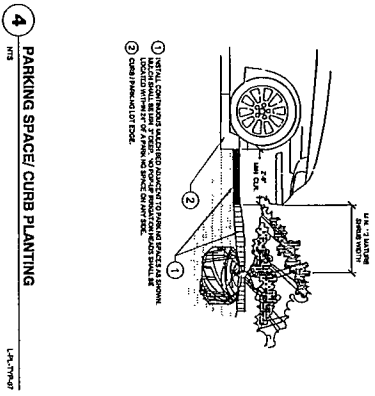
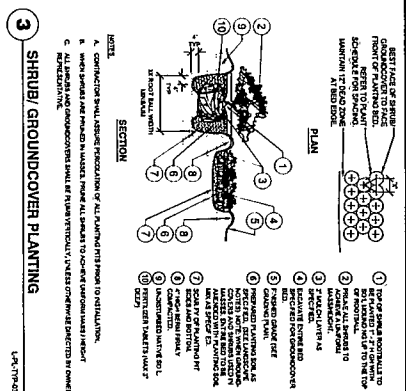
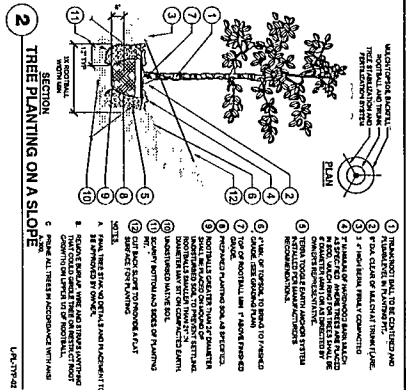
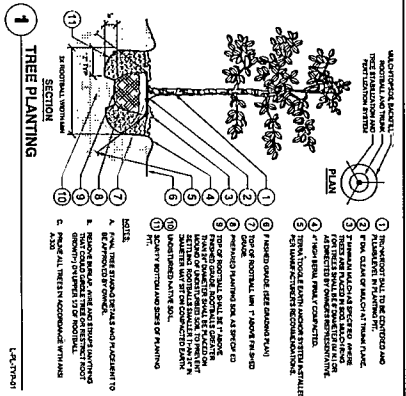


SHEET NUMBER C-604	DRAINAGE DETAILS SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC. CITY OF JACKSONVILLE FLORIDA	KHA PROJECT 045621005	LICENSED PROFESSIONAL ORSTONER REUBER, P.E. FLORIDA LICENSE NUMBER 90743		Kimley-Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 12740 DRAK BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 PHONE: 904-818-3800 WWW.KIMLEY-HORN.COM REGISTRY 696	ISSUED FOR CONSTRUCTION	REVISION	11/02/2021	ML
		DATE DECEMBER 2021	SCALE: AS SHOWN				DESIGNED BY: CMR	DRAWN BY: NKA	CHECKED BY: CMR

<p>TEMPORARY CHECKDAM</p> <p>SECTION A-A SECTION B-B</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>GRAVEL CURB INLET SEWMENT FILTER WITH OVERFLOW WEIR</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>SLITSCREEN DETAIL</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>
<p>FILTER SCREEN (GRAVEL) INLETS</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>CURB INLET SEWMENT BARRIER</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>SLITSCREEN INSTALLATION DETAIL</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>
<p>TYPICAL DRAINAGE DISCHARGE PLAN</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>TEMPORARY GRAVEL CONSTRUCTION ENTRANCE</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>TREE BARRICADE</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>
<p>TEMPORARY SEWMENT SLIMP</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>CLAMP AND GUTTER SEWMENT BARRIER</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>FILTER FABRIC DROP INLET SEWMENT BARRIER</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>
<p>FLOATING THRESHOLD BARRIERS</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>BLOCK AND AGGREGATE INLET SEWMENT DEVICE</p> <p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>	<p>SECTION A-A</p> <p>3.0 FT. MIN. HIGH 3.0 FT. MIN. WIDE 3.0 FT. MIN. SPACING</p>

Plotted By: Dutton, Ryan Sheet Set: SADLER TRACE TOWNHOMES Layout: LS-102 January 23, 2023 10:51:21am K:\JAX\1A\PA\045621005 - Sadler Trace Townhomes\WORKING FILES\CAD\Plan Sheets\LS-101 Planting Plan.dwg

This document, together with the drawings and design presented herein, is an integral part of the contract for the project and shall be read in conjunction with the general contract with the contractor and specifications by the contractor and the architect. It shall be subject to the terms and conditions of the contract and the specifications by the contractor and the architect.



4

REFERENCE NOTES SCHEDULE

NO. DESCRIPTION

1. HAWKWOOD PALM, 2' TYPICAL, THREE SHEDDING, FREE OF WEEDS, INSECTS AND DISEASE MATERIAL.

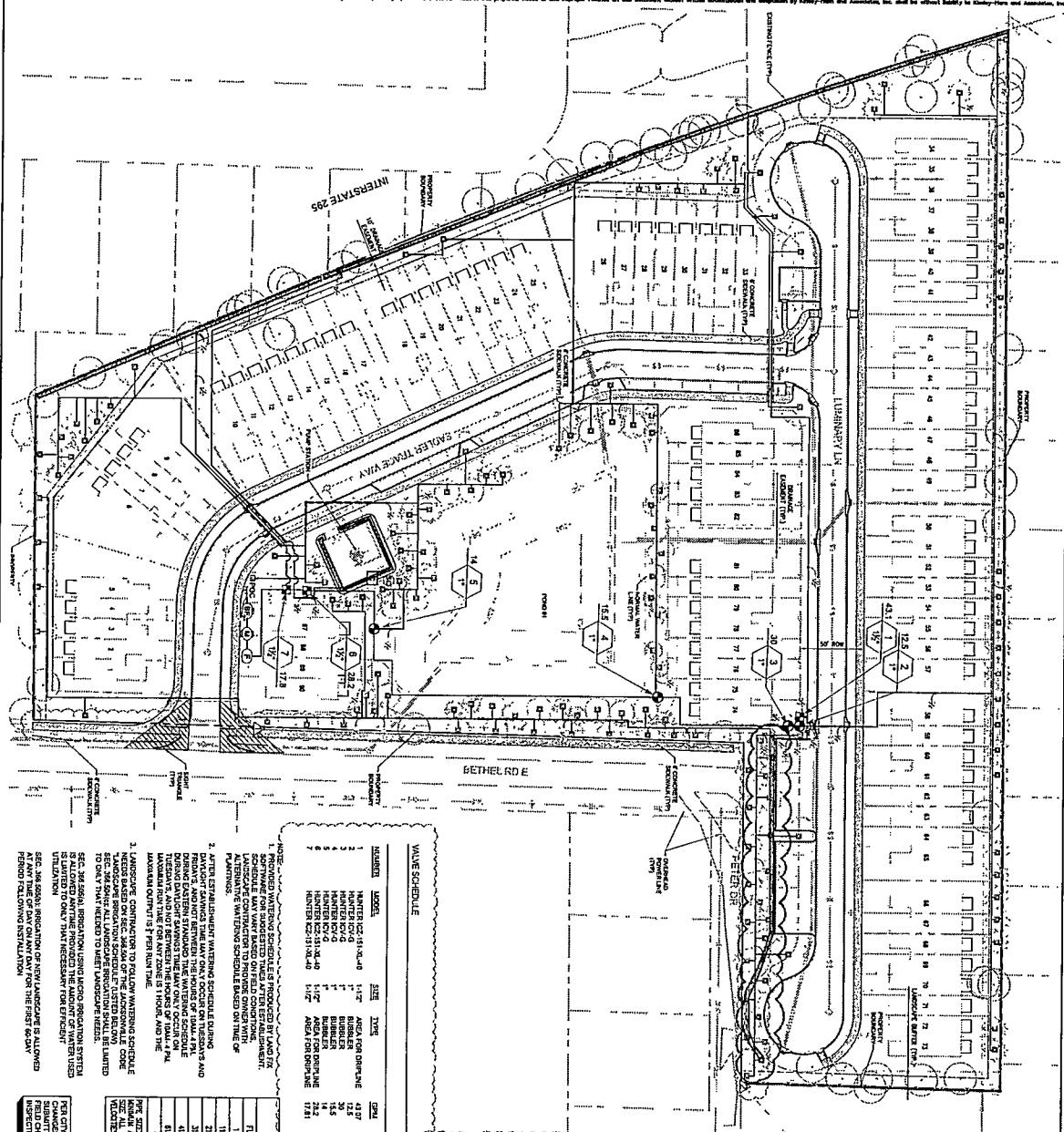
PLANT SCHEDULE

NO.	SYMBOL	SCOPE	QTY	BOTANICAL NAME	COMMON NAME	ROOT MIN. DIA.	MIN. HEIGHT	MATURING
10	(Symbol)	12	12	BETULA NIDA SWAMPY TM	SWAMPY BIRCH	6" MIN.	12' MIN.	MATURING, 3-5' MIN.
18	(Symbol)	22	22	MADONIA GRANDIFLORA, O.D. BUNCHING	SOUTHERN MADONIA	12" MIN.	12' MIN.	SINGLE LEADER, STRAIGHT
19	(Symbol)	41	41	PAUIS PALUSTIS	LONGLEAF PINE	2" MIN.	12' MIN.	SINGLE LEADER, STRAIGHT
20	(Symbol)	3	3	PLATANUS OCCIDENTALIS	AMERICAN Sycamore	3" MIN.	12' MIN.	SINGLE LEADER, STRAIGHT
22	(Symbol)	21	21	QUERCUS VIRGINIANA 'SP. CUMBER'	SP. CUMBER SOUTHERN LIVE OAK	2" MIN.	12' MIN.	SINGLE LEADER, STRAIGHT
23	(Symbol)	9	9	ELAEAGNUS DEPENDENS TM	COMMON YALE	MIN. DIA.	MIN. HEIGHT	MATURING, 3-5' MIN.
24	(Symbol)	10	10	LAGERSTROMIA INDICA 'FRANZ JANTZSCH'	JAPANESE BLUEBERRY TREE	2" MIN.	12' MIN.	SINGLE LEADER, STRAIGHT
25	(Symbol)	21	21	MADONIA VIRGINIANA	SHRUB YALE	12" MIN.	12' MIN.	MATURING, 3-5' MIN.
26	(Symbol)	29	29	VERBENA SPICATA	COMMON YALE	4" MIN.	4' MIN.	MATURING, 3-5' MIN.

SHEET NUMBER LS-102	PLANTING DETAILS, SCHEDULE, & CALCULATIONS		KHA PROJECT 045621005	LICENSED PROFESSIONAL MATTHEW A. ARNEY FLORIDA LICENSE NUMBER FL06666993	KIMLEY-HORN 12740 DUNN WAY BAY PARKWAY WEST, SUITE 2350 DALLAS, TEXAS 75244 PHONE: 904-828-3300 WWW.KIMLEY-HORN.COM REGISTRY #64
	SADLER TRACE TOWNHOMES PREPARED FOR ATLEE DEVELOPMENT GROUP, INC.				
CITY OF JACKSONVILLE FLORIDA		DATE DECEMBER 2021	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY CCI
		CHECKED BY RML			

CDN: 10064.0
REV: 1/25/2023 11:40

Noted By/Drawn By: Chad Salsbery/CHAD SALSBERY (L) 01/23/2023 10:31:55am K:\NAE_LAP\045621005 - Sadler Trace Townhomes\WORKING FILES\CAD\Plan_Sheets\IR-101 Irrigation Plan.dwg
 Project: Sadler Trace Townhomes, 12740 Grand Bay Parkway West, Suite 2300, Jacksonville, FL 32216
 Client: Atlee Development Group, Inc., 12740 Grand Bay Parkway West, Suite 2300, Jacksonville, FL 32216
 Designer: Chad Salsbery, P.E., License No. 12740, State of Florida
 Date: 01/23/2023
 Scale: AS SHOWN
 Project No.: 045621005
 Drawing No.: IR-101



NUMBER	ZONE	SIZE	TYPE	ORIG. DES.	REVISED
1	HANTER CC-11-10-40	11/2"	AREA FOR DRINKING	4137	2.410A
2	HANTER CC-11-10-40	11/2"	BIODIVER	424	1.710A
3	HANTER CC-11-10-40	11/2"	BIODIVER	351	1.710A
4	HANTER CC-11-10-40	11/2"	BIODIVER	351	1.710A
5	HANTER CC-11-10-40	11/2"	BIODIVER	351	1.710A
6	HANTER CC-11-10-40	11/2"	BIODIVER	351	1.710A
7	HANTER CC-11-10-40	11/2"	AREA FOR DRINKING	1741	2.410A

FLOW RANGE	MINIMUM PIPE SIZE
1 TO 10 GPM	3/4"
11 TO 20 GPM	1-1/8"
21 TO 30 GPM	1-1/2"
31 TO 40 GPM	1-3/4"
41 TO 50 GPM	2"
51 TO 60 GPM	2-1/2"
61 TO 80 GPM	3"
81 TO 100	3-1/2"

REVISION	DATE	BY
1	10/16/22	CHW
2	01-25-23	CHW

IRRIGATION PLAN

SADLER TRACE TOWNHOMES

PREPARED FOR
ATLEE DEVELOPMENT GROUP, INC.

CITY OF JACKSONVILLE
FLORIDA

KHA PROJECT
045621005

DATE
DECEMBER 2021

SCALE: AS SHOWN

DESIGNED BY: CHS

DRAWN BY: RUM

CHECKED BY: RUM

LICENSED PROFESSIONAL
MATTHEW A. JARNEY
FLORIDA LICENSE NUMBER
LA6666993

DATE: 01/23/2023

SCALE: AS SHOWN

PROJECT NO.: 045621005

DRAWING NO.: IR-101

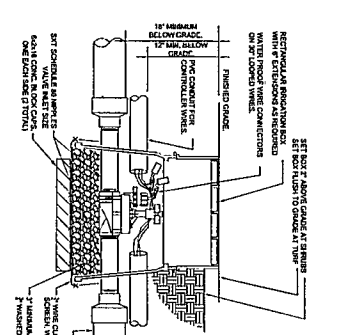
Kimley»Horn

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JACKSONVILLE, FLORIDA 32216
PHONE: 904-228-3800
WWW.KIMLEY-HORN.COM REVISION 606

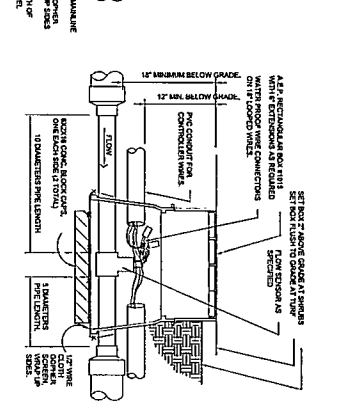
NO.	REVISIONS	DATE	BY
1	UPDATED IRRIGATION PLAN	10/16/22	CHW
2	UPDATED IRRIGATION PLAN	01-25-23	CHW

CDN: 10064.0
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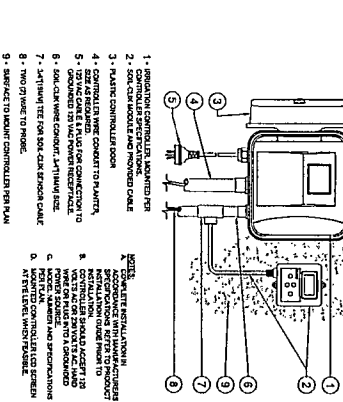
Prepared by: Danon, Ryan Sheet Set: SADLER TRACE TOWNHOMES Layout: IR-151 January 23, 2023 10:55:00am K:\AIA\141\F\045821005 - Sadler Trace Townhomes\WORKING FILES\CAD\Plan_Sheets\IR-101 Irrigation Plan.dwg
 Note: This drawing was prepared and designed in accordance with the standards of practice, as indicated on the title block of this drawing, and is intended only for the specific purpose and project to which it was prepared. Plans and proposed details are subject to change without notice. The contractor shall verify the information and conditions shown on this drawing and shall be responsible for any omissions or errors. The contractor shall be responsible for any omissions or errors. The contractor shall be responsible for any omissions or errors.



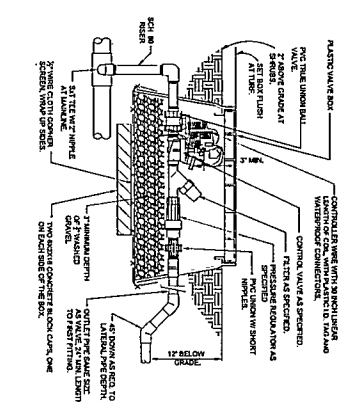
- 1 MASTER CONTROL VALVE
 1 REMOTE CONTROL VALVE AS SPECIFIED.
 2 RECTANGULAR VALVE BOX.
 3 PLASTIC 1/2" DIA. AT EACH VALVE.
 4 WATER PROOF VIBR. CONNECTIONS ON 3/4" LOOSE.
 5 1/2" PVC SCHED. 40 MEDIUM DENSITY POLYETHYLENE (MDPE) PIPE.
 6 1/2" ABOVE FINISH GRADE AT LAWN.
 7 1/2" ABOVE FINISH GRADE AT LAWN.
 8 1/2" ABOVE FINISH GRADE AT LAWN.
 9 1/2" ABOVE FINISH GRADE AT LAWN.
 10 1/2" ABOVE FINISH GRADE AT LAWN.
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 20 1/2" ABOVE FINISH GRADE AT LAWN.



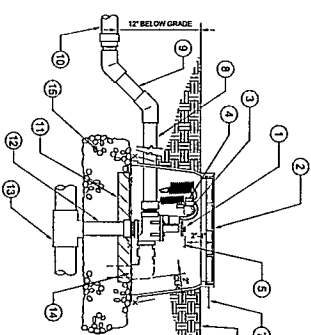
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 1 IRRIGATION CONTROLLER AS SPECIFIED PER MANUFACTURER'S SPECIFICATIONS.
 2 1/2\"/>



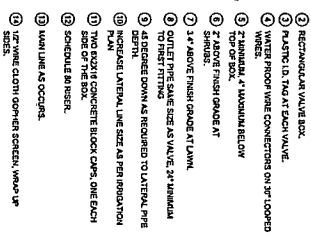
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 1 IRRIGATION CONTROLLER AS SPECIFIED PER MANUFACTURER'S SPECIFICATIONS.
 2 1/2\"/>



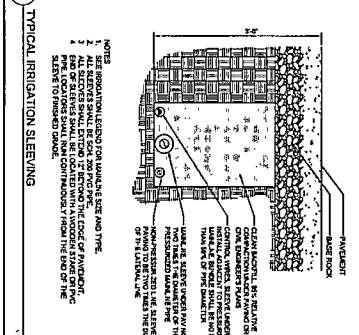
- 4 REMOTE CONTROL VALVE (DRIP)
 1 REMOTE CONTROL VALVE AS SPECIFIED.
 2 1/2\"/>



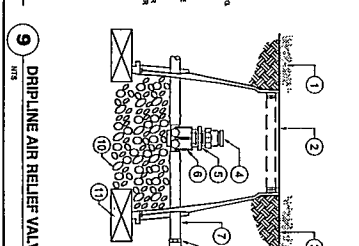
- 5 REMOTE CONTROL VALVE (SPRINKLERS/BUBBLERS)
 1 REMOTE CONTROL VALVE AS SPECIFIED.
 2 1/2\"/>



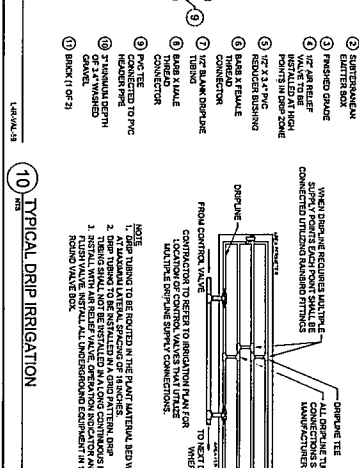
- 6 PEDESTAL MOUNTED CONTROLLER
 1 TUBER GRASS.
 2 STARTER BOX.
 3 FINISHED GRADE.
 4 1/2\"/>



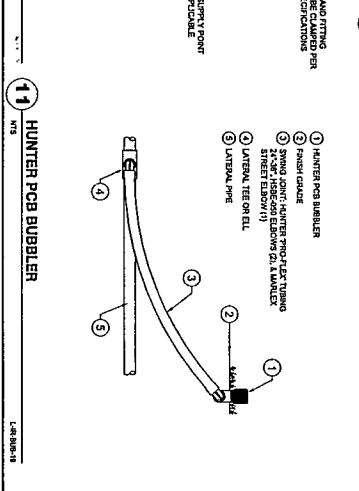
- 8 TYPICAL IRRIGATION SLEEPING
 1 1/2\"/>



- 9 DRIPLINE AIR RELIEF VALVE
 1 1/2\"/>



- 10 TYPICAL DRIP IRRIGATION
 1 1/2\"/>



- 11 HUNTER PGB BUBBLER
 1 1/2\"/>

SHEET NUMBER IR-151	CITY OF JACKSONVILLE FLORIDA	IRRIGATION DETAILS	NIA PROJECT 045621005 DATE DECEMBER 2021 SCALE: AS SHOWN DESIGNED BY: NIA CHECKED BY: NIA DRAWN BY: NIA DATE: 12/23/21 PROJECT: SADLER TRACE TOWNHOMES	LICENSED PROFESSIONAL MATTHEW A. JARNEY FLORIDA LICENSE NUMBER 12589 EXPIRES: 12/31/23		Kimley»Horn 2025 VALLEY-HORN AND ASSOCIATES, INC. 12740 GRAY BAY PARKWAY WEST, SUITE 2330 JACKSONVILLE, FLORIDA 32256 WWW.KIMLEY-HORN.COM TELEPHONE 904.733.8800	REVISIONS	DATE
		PREPARED FOR ATLEE DEVELOPMENT GROUP, INC.					REVISIONS DATE	

CDN: 10064.0
 RCV: 1/25/2023 11:40