

**AMENDED COVENANTS AND RESTRICTIONS FOR SIENNA FOREST OWNERS ASSOCIATION, INC.**

The Amended Covenants and Restrictions attached hereto is made relevant to the Declaration of Covenants, Conditions and Restrictions of Sienna Forest Owners Association, Inc. Said Covenants were originally recorded in Official Records Book 7402, page 1788, of the current public records of Duval County, Florida.

The Amended Covenants and Restrictions attached hereto have been voted upon and approved in the manner described in the Articles of Incorporation of Sienna Forest Owners Association, Inc.

Dated this 11<sup>th</sup> day of January, 2016.

SIENNA FOREST OWNERS ASSOCIATION, INC.

Dora Abbott  
Witness  
[Signature]  
Witness

Dora Abbott  
Witness  
[Signature]  
Witness

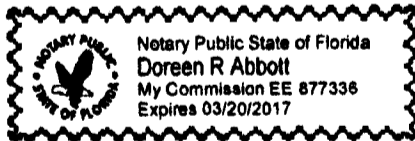
Suzanne Kerkezi  
By: Suzanne Kerkezi  
Its: President

Margaret Anne Payne  
By: Margaret Anne Payne  
Its: Secretary

State of Florida  
County of Duval

Before me this 11<sup>th</sup> day of January, 2016, personally appeared Suzanne Kerkezi, President and Margaret Anne Payne, Secretary of Sienna Forest Owners Association, Inc., who are personally known to me or ~~who have produced~~ N/A as identification.

Dora R Abbott  
Notary Public  
My commission expires:



**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
SIENNA FOREST**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by JOHNWIN, INC., 210 Riverside Avenue, Jacksonville, Florida 32202 ("Developer"), this 23rd day of July, 1992 & modified by the SFOA on this 28<sup>th</sup> day of October, 2015 .

**INTRODUCTION, DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "A.R.C." means the Architectural Review Committee of the Association as set forth in Article VIII hereof.

1.2 "Architectural Criteria" means the Regulations from time to time adopted by the A.R.C. and approved by the Board of Directors pertaining to construction standards for improvements constructed within the Property, as set forth in Article VIII hereof.

1.3 "Association" means Sienna Forest Owners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida statutes, its successors and assigns.

1.4 "Board", or "Board of Directors" means the Association's Board of Directors.

1.5 "Developer" means Johnwin, Inc., whose address is 210 Riverside Avenue, Jacksonville, Florida 32202, and its successors or assigns that have received an express assignment of all or a part of the rights, privileges and obligations of the Developer hereunder.

1.6 "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

1.7 "Legal Documents" collectively means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith ; as amended from time to time, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

1.8 "Lakefront Lots" means all Lots containing within the Lot lines a portion of a lake or pond within the Property, or having

frontage on or common boundaries with, a lake or pond.

1.9 "Lot", means any plot of land shown on the Plat or any subsequently recorded subdivision plat of the property, which is intended as a site for a Unit.

1.10 "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating alien upon any Lot, in either case as security for: performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.11 "Mortgagee" means the Person(s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

1.12 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract Sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer is an owner as to each Lot owned by the Developer. In the event that there is a contract for deed covering any Lot, the owner shall be the purchaser under the contract, and not the fee simple title holder. A contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to the Lot until all periodic payments are made, but is given the use and possession of the Lot prior to acquisition of title.

1.13 "Person" means any natural person or artificial entity having legal capacity.

1.14 "Plat", means that subdivision plat of Sienna Forest recorded in Plat Book 47, pages 30A, 30B and 30C of the Public Records of Duval County, Florida and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.15 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.16 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents, including the Architectural Criteria.

1.17 "Surface Water" or "Stormwater Management System" means a system which is 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

1.18 "The work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does

not include the construction of individual Units by Persons other than Developer. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.19 "Unit" means a single family detached dwelling located on a Lot.

1.20 "Unplatted Lands" means all or a portion of the lands in Duval County, Florida, described on Exhibit "B" attached to this Declaration.

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

## ARTICLE II,

### **PROPERTY RIGHTS AND EASEMENTS**

2.1 General Easements. In addition to any easements shown on the Plat, all Lots are subject to the following perpetual easements.

(a) An easement to the Association and their assignees, ten (10) feet wide along and parallel to each front and rear Lot line and five (5) feet wide along and parallel to each side Lot line for ingress, egress, and the installation, replacement, repair and maintenance of the utility and drainage systems and other services supplied to the Lots or the Property. Lots 36, 37 and 38 are also subject to easements twelve and one half (12 1/2) feet wide along and parallel to the side lot lines between Lots 36 and 37 and Lots 37 and 38 (forming two twenty-five (25) foot easements) for the installation, replacement, repair and maintenance of drainage ditches, drainage pipes, and other facilities for drainage of surfacewaters.

(b) An easement to the Association for ingress and egress and for the maintenance, repair, and reconstruction of any landscaped areas, Unit exteriors or other portions of a Lot, as provided in this Declaration and for the performance of the Association's duties hereunder.

(c) An easement for the drainage of ground and surface waters in the manner established by Developer as part of the Work.

(d) The Developer reserves for the Association and their designees an easement and right over all portions of a Lot (except where the Unit has been constructed) to maintain, correct, and improve drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The foregoing expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, remove fences or walls, take up pavement or to take any other similar action reasonably necessary for such purposes. Following any such maintenance, correction or improvement, the Association, as applicable, shall restore the surface of affected property to its original condition as nearly as practicable, provided however, the Association shall not be required to replace or repair fences, walls, structures, landscaping or other improvements that were located within easement areas designated by the Declaration or the Plat. The Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option the Association, and shall not be construed to obligate the Association to take any affirmative action in connection therewith.

2.2 Lake Related Easements. The City of Jacksonville, Florida is hereby granted perpetual drainage easements through each of the lakes, lagoons, marshes and other wetlands which are a part of the Surface Water Management System constructed as a part of the Work for use and maintenance as an outfall for storm drainage waters. Each Lakefront Lot is subject to an easement to the City of Jacksonville and the Association from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems. The City of Jacksonville, Florida, and the Association shall have perpetual easements across each Lakefront Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on the Plat, or by Law.

2.3 Property Boundary Fence. All Lots, upon which portions of the Property Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Fence. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Property Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Owner fails to properly maintain the Property Boundary fence as hereinafter provided. The Front entrance fence located adjacent to the Sienna Forest informational façade, will be maintained in perpetuity by the Sienna Forest Owners Association and is not considered a property boundary fence.

2.4 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and

other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat 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 Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement.

2.5 All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

2.6 Platting and subdivision Restrictions. No Lot on which a Unit has been constructed shall be further subdivided or separated into smaller Lots.

### ARTICLE III

#### USE RESTRICTIONS

3.1 Residential Use. Each Lot shall be used for single family residential purposes only, and each Unit shall be used only as one private dwelling and not as a boarding house or commercial living facility. Each unit shall be occupied only by the owner or lessee of a Unit, members of their family, their servants and nonpaying social guests. Family members are persons related to each other by consanguinity, marriage or adoption, and guests are non-family members who reside within the Unit less than sixty (60) days each calendar year. No trade, business, or profession of any kind may be conducted in, on, or from any Lot, subject to the rights herein reserved to Developer to complete the Work. The letting, renting, or leasing of an entire Unit for non-transient residential purposes in accordance with other restrictions of this Declaration shall not constitute a trade or business.

3.2 Construction Standards. Lots may only be improved by the construction thereon of a Unit in accordance with plans and specifications for such Unit approved in writing by the A.R.C. in accordance with the procedures described in Article VIII hereof. All exterior materials and appearances must be approved by the A.R.C. All exterior walls of all Units must be brick or stucco,

except the exterior of the rear and side walls of Units located on Lots abutting only one street may be constructed of other materials approved by the A.R.C. The Units constructed on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Minimum floor elevations must comply with England Thims & Miller, Inc. Lot Grading Plan dated November 1, 1990, Job No. E89-63 which is on file at the Association's office. Units shall have a minimum square footage of one thousand five hundred (1,500) square feet of interior living area, exclusive of garages, porches and patios. Total ground coverage shall not exceed thirty-five percent (35%) of the Lot surface area.

3.3 Other Structures. Without the prior written approval of the A.R.C., no tents, sheds, trailers, tanks, storage buildings, clothes lines, arbors, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, except that children's play structures may be located in the rear yard of the Lot without A.R.C. approval. No house trailer, basement, garage, or any outbuilding of any kind, shall be at any time used as a residence either temporarily or permanently.

3.4 Landscaping. Any change in landscaping plans must be submitted and approved by the ARC in accordance with the procedures described in Article VIII hereof. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. The lake banks of all Lakefront Lots must be sodded and maintained from top of bank to the water's edge by the property owner.

### 3.5 Fences.

(a) No fences, walls or other similar structures shall be permitted without the prior written approval of the A.R.C. **Fences, walls or hedges are discouraged for defining property lines. Fences, hedges or screens may be used to enclose service areas, patios, pools, or other approved areas requiring privacy. The composition, location and height of any fence or wall to be constructed on the Parcel shall be subject to the approval of the ARC. The ARC shall require the composition of any fence or wall to be complimentary to and aesthetically pleasing with the material used in the surrounding homes and other fences, if any.**

No fence or walls shall be permitted in the area bounded by the street right-of-way line and a line formed by the exterior wall of the Unit nearest to and parallel with the right-of-way line and an extension of that line to the side Lot lines. On corner Lots, fences and walls are also prohibited in the sideyard between the side street right-of-way line and a line formed by the exterior wall parallel to the sidestreet and an extension of that line to the rear Lot line. No fences or walls may exceed the following height limitations: (i) six (6) feet on side lot lines, except eight (8) feet shall be permitted with the approval of the owners of the Lots separated by the fence; (ii) eight (8) feet on rear Lot lines, except

Lakefront Lots; (iii) the Property Boundary Fence may be eight (8) feet; and (iv) as to Lakefront Lots, not more than three (3) feet for fences or walls located between the lake and the exterior wall of the Unit nearest the lake embankment, including fences along side lot lines. No chain link, barbed wire or other forms of wire fences are permitted unless approved by the A.R.C. and hidden by dense vegetation. Decorative wrought iron or other metal fences when used to surround pools may be approved by the A.R.C. The following types of fences are allowable with the approval of the A.R.C.: black wrought iron or aluminum; vinyl or composition fence in brown or grey color tones; stone, brick or stucco posts (columns) with wood, metal, or vinyl fencing; wood (cypress, pine, or other) unpainted but may be stained and sealed; as well as black coated chain link fencing on rear property line that face wooded areas. (These changes were voted on and passed with over ¾ approval by the association in November 2013.) Fences may not be located closer than five feet to the top of the lake bank. Hedges may not exceed three feet in height in the rear yards of Lakefront Lots.

(b) Property Boundary Fence. Without the prior written approval of the A.R.C., the Property Boundary Fence, as described in Article II hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

(c) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvements that *interfere* with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or *landscaping* located in these easement areas

are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

3.6 Setback Lines. To assure that location of *dwelling*s will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the A.R.C. shall have the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots, subject to compliance with zoning regulations. Except in instances of irregular Lot configurations or when there is a special hardship, the A.R.C. shall not approve set-backs less than twenty-five (25) feet from the front lot line, twelve and one-half (12.5) feet from side street lot lines, seven and one-half feet (7.5) for side lot lines, and fifteen (15) feet from rear lot lines or the top of the bank for Lakefront Lots. In addition, the rear building line of a unit located on a Lakefront Lot shall not be more than ninety-five (95) feet from the front Lot line. Developer reserves the right to establish specific setback Lines applicable to any unsold Lots in the Property by limitations shown on the Plat or by recorded document.

3.7 Parking Restrictions and Garages.

(a) Parking. Unless and until the Association promulgates Regulations expressly authorizing the parking, storage, or repair, of boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and trucks of three-quarter ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other vehicles that are not Permitted Vehicles may be regularly parked in the garage of a Unit, or in their rear yard behind a fence as long as not visible from the street..( Permitted Vehicles may be parked only within a garage of a Unit or in the driveway. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. No part of the Common Areas or of the public right-of-ways shall be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted vehicles, so long as such repair or servicing is completed within 48 hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this

paragraph.

(b) Garages. No garage shall be permanently enclosed or converted to another use without the written approval of the A.R.C. No carports shall be permitted. All Units must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of three hundred sixty (360) square feet of usable space appropriate for the parking of Permitted Vehicles. Garage entrances shall face toward the side or rear of the Lot wherever possible.

(c) Driveways, All improved Lots shall have a paved driveway constructed of a material approved by the A.R.C. as part of the plans and specifications. Some allowed materials are pavers, and also stamped or decorative concrete borders. These must be in earth tone colors and maintained regularly and must be approved by the A.R.C.

3.8 Alterations, Modifications and Maintenance of Exteriors.

An owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior of his Unit including driveways and parking areas, nor make any additions to the exterior of his Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Unit and Lot with materials of the same style, color and of equal or greater quality as originally constructed in accordance with approved plans and specifications.

3.9 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general the A.R.C. shall not approve any such items unless the proposed antenna system for the Unit can be completely hidden from view from the street and adjacent Lots and does not cause any interference electrical or otherwise, with normal and typical uses and activities of other Lots within the Property.

3.10 Leasing Restrictions. Entire units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenants. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit. No lease may be for a period of less than six months without the approval of the Association.

3.11 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the property, except that caged birds and other common household pets may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property in the sole determination of the Board of Directors of the Association. Dogs must be leashed or kept within enclosed areas at all times. The dog breeds commonly known as American Pit Bulls and Chow Chow are prohibited.

3.12 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, must be

approved by the A.R.C, and shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit, or in refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

3.13 Sewage Disposal and Water Service. All water and sewage facilities and service to the Property shall be supplied by the central water supply and sewage system providing service to the property. No well of any kind shall be dug or drilled on the Property without the prior approval of the A.R.C. and then only for the purpose of supplying swimming pools, heating and ventilation systems, and landscape irrigation. The property owner is responsible for periodic removal of iron or rust stains, caused by the well water, on common ground such as driveways, walks or roads and any neighboring property affected. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems or swimming pools shall be discharged into the wetlands, lakes or the Stormwater Management System. There is a non-exclusive perpetual easement, in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

3.14 Signs and Mailboxes. No sign of any kind shall be displayed to public view within the Property except customary address signs approved by the A.R.C., and an approved lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the A.R.C.'s Regulations. The size, design and color of all mailboxes and the supporting structures must be approved by the A.R.C. and must comply with Postal Service regulations.

3.15 Outdoor Drying of Laundry. outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the A.R.C. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

3.16 Window coverings and Air Conditioners. Without the prior written approval of the A.R.C., no aluminum foil, dark tinted glass or other reflective material shall be installed or maintained on any windows of a Unit. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from the street and other Lots by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit. All windows on a home that are visible from the street must have appropriate window treatments.

### 3.17 Wetlands.

(a) General. ( The Association, subject to applicable laws, shall have the right to pump or otherwise remove any water from: any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the City of Jacksonville, Florida, the Association shall have the sole and absolute right to control the water level and water quality of such lakes and wetlands and to control the growth and eradication of undesirable plants and fungi in any such lakes and wetlands. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No docks, moorings, pilings, bulkheads or other structures that might interfere with the Stormwater Management System shall be constructed on such embankments.

(b) Recreational Use. only manually powered boats, sailboats sixteen (16) feet or less, and boats sixteen (16) feet or less powered by electric trolling motors may be used on any of the lakes, within the Property, notwithstanding that all or portions of such lakes may be located within a Lot. No swimming, bathing, or similar activity is permitted in any lake or wetland.

(c) Governmental Permits. Reference is made to the St. Johns River Water Management District ("SJRWMD") Permit No. 42-031-1431IM and subsequent surface water management permits issued by SJRWMD for the Property. No construction of improvements and no dredging or filling activities are permitted waterward of the wetlands limit lines as shown on the Plat and plans submitted to SJRWMD in connection with said permit, as amended and supplemented, (copies of which are on file in the offices of the St. Johns River Water Management District) except as allowed by said permit and as may be allowed by future permits. The foregoing provisions may be enforced by the SJRWMD and may not be amended without the approval of the SJRWMD.

3.18 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of law. No noxious, destructive, illegal, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance or source of embarrassment, discomfort, or annoyance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such owner or the Association if, at the time of such act or omission, such owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of any unintentional act or omission for which such Owner is responsible under this paragraph.

3.19 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the original approved plans and specifications including color scheme, placement on Lot and materials, unless the owner wishes to modify the Unit, in which case the Owner must comply with the provisions of Article VIII hereof, and other applicable provisions of the Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

#### ARTICLE IV

##### **MEMBERSHIP AND VOTING RIGHTS**

4.1 Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the

Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an owner who is a contract seller to his vendee in possession.

4.2 Classification. The Association has one classe of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all owners except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B Membership, Class A members are all owners, including Developer so long as Developer is an Owner.

(b)  
4.3 Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation. The vote appurtenant to any Lot shall be suspended for as long as more than one member holding an interest in that Lot lawfully seeks to exercise it.

4.4 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any owner and by Developer, so long as Developer is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and By-Laws must be available for inspection by any owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

4.5 Extraordinary Action. The Association's Articles of incorporation provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members.

4.6 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage and administer the operation of the affairs of the Association. The Board of Directors shall consist of at minimum, the President, the Secretary, and the Treasurer constituting the odd number of Directors as enumerated in the revised By-Laws of 02/28/2010 and in the Articles of Incorporation, Article VI, Section 1.

The provisions of this Article are amplified by the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer Intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results,

however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

#### ARTICLE V

##### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

##### 5.1 Maintenance.

(a) Unit Exterior and Lot Maintenance. If an owner of any Lot shall fail to maintain, repair, or restore the exterior off his Lot or Unit, including the landscaping and any portion of the Property Boundary Fence located thereon, and the shoreline of the Lake adjacent to or within his Lot (if his Lot is a Lakefront Lot), in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right but not the obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be assessed to the Owner of the Lot and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Stormwater Management System. The Association, for the benefit of all Lot owners shall at its expense and in timely manner, provide and be responsible for the maintenance, operation and repair of the Stormwater Management System installed by Developer as part of the Work, including the retention pond shown on the Plat (the "Lake") in accordance with applicable permits and governmental regulations. Notwithstanding that a portion of any lake or wetland may be located within one or more Lots.. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Lake is a part of the drainage and filtration system which serves the Property, and the Owners of the Lots which abut the Lake shall not dredge, fill or otherwise alter the Lake. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The provisions of this subparagraph do not supersede the provisions of Article VII hereof that require Lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(c) Notwithstanding any other provisions to the contrary herein or elsewhere, the Association's responsibility to maintain at its sole expense the Stormwater Management System, may not be altered, mitigated, abated, terminated or otherwise lessened. This provision for maintenance shall inure to the benefit of governmental authorities having jurisdiction over said areas as well as the owner of any property abutting said areas, and the governmental authority or Owner shall have the right to enforce, by

a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation or repair of the Surfacewater Management System.

5.2 Public -Property

(a) Sidewalks.

(b) Landscaping and Signage. The Association shall maintain Front Property identification signs and landscaping, grassed areas, and front entrance fence located in public rights-of-way or on utility sites or adjacent to parcels within the Property, except portions to be maintained by owners under the provisions of Article VII hereof.

5.3 services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other Personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

5.4 Regulations. The Association is empowered from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property Areas so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Regulations for the use of the Property and at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

5.5 Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably

necessary., convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5.6 Access by Association. The Association has a right of entry on to each Lot to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable time and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.7 Restriction on Capital Improvements. All capital improvements, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal Property related thereto, must be approved by two-thirds (2/3) of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.8 Reserves. The Association shall establish and maintain an adequate reserve fund for the repair and replacement of improvements and personal property that the Association is obligated to maintain under the provisions of the Legal Documents. Reserves, as determined from time to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof.

## ARTICLE VI

### **COVENANTS FOR ASSESSMENTS**

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

- (a) An annual maintenance assessment, as defined in paragraph 6.2; and
- (b) Special assessments, as defined in paragraph 6.3; and
- (c) Specific assessments against a particular Lot that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.4; and
- (e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

#### 6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Stormwater Management System and other items of the Work which the Association is responsible to maintain (including maintenance of adequate reserves) , the payment of taxes and insurance, and for the performance of the Association's duties under the legal Documents. The annual assessment shall be used to fund all general activities and

-14-expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law including the maintenance of adequate reserve accounts.

(b) Amount.

## (i)

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner other than Developer and each year thereafter, the Board of Directors, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that the maximum annual maintenance assessment may not be increased more than fifteen percent (15%) above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened as provided hereunder. The amount of the annual maintenance assessment shall be fixed by the Board of Directors for each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the recordation of this Declaration. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Assessment begins against all Lots within each such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending its operation to such additional lands. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures. The association may at any time utilize these funds for any purpose permitted by the Legal Documents, including normal operating expenses.

6.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the expense of performing for any delinquent owner the obligations of such owner as provided in Paragraph 5.2 here of, or the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.4 Specific Assessments. Any indebtedness of an owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the owner or any occupant of such owner's Lot, or arising by reason of any owner's failure to properly maintain those portions of the exterior of his Lot and unit as herein provided, also may be assessed by the Association against the owner's Lot after the owner fails to pay it when due and the default continues for thirty (30) days after written notice.

6.5 Uniformity of Assessments. The annual maintenance assessment and any special assessments must be uniform throughout the Property, except that any Lot owned by Developer and which is not being occupied as a residence is exempt from the annual maintenance assessments and special assessments; provided that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are

actually incurred by the Association. The Developer shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer entitled to elect a majority of the Board of Directors of the Association. Thereafter, the Developer shall pay an annual maintenance assessment amount attributable to any Lots then owned by Developer and which are not being occupied as a residence at one-half (1/2) the rate assessed against Lots owned by Owners other than Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Developer may assign this exemption in whole or in part in any Person who acquires two or more Lots for construction and resale of Units. Upon transfer of title of an exempt Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

6.6 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether assessments against a specific Lot have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

6.7 Lien for Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when the assessment fall due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

-16-

#### 6.8 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date, at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. in any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are

secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner, but for purposes of resale only.

6.9 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.10 Subordination of, Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to use an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the Lot encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

## ARTICLE VII

### OBLIGATIONS OF OWNERS

7.1 Maintenance. Each Owner at his expense, shall maintain in

a good order and repair and keep in a neat, clean and attractive condition all portions of his Lot, and the Unit located thereon, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Lot, (including the Property Boundary Fence, if any), all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Each Owner of a Lot on which a Unit has been constructed shall maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way, if any, located between his Lot line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. Grass and/or weeds in lawn areas shall not exceed a height of ten (10) inches. All Lakefront Lot Owners shall keep the shoreline of the lake abutting or within their Lot free from all litter and debris, and shall place and maintain sod to the

shoreline. Vacant Lots must be kept free of litter, debris and nuisances, and must be mowed not less frequently than every 2 weeks. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. Owners shall use only materials approved by the A. R. C. when performing exterior repair and maintenance. Failure to properly maintain a Lot or Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.2 hereof, and to levy assessments to recover the cost thereof.

7.2 Sidewalks,.

7.3 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements, specifically including only the use of materials and colors that have been approved by the A.R.C.

**ARTICLE VIII**

**ARCHITECTURAL CONTROL**

8.1 Architectural Review Committee. The Association shall maintain, a standing- committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three or more persons who need not be Owners. The A.R.C. may retain the service: of an architect or landscape architect (the "Professional Advisor") to

assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Board of Directors of the Association shall appoint the A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses as determined by the A.R.C. shall be paid by the applicant at the time the application is submitted as hereinafter provided.

8.2 A.R.C. Authority. The A. R. C, has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit and require the removal of (when constructed without A.R.C. approval), those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend reasonable rules and regulations (the "Architectural Criteria") in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

8.3 A.R.C. Approval. the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of a Unit within the Property unless any structure, use, or activity is expressly permitted by the Architectural Criteria.

8.4 Applications. All applications to the A.R.C. must be accompanied by detailed and complete plans and specifications, including a survey of the Lot, site plan, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, all of which shall be in such detail and shall contain such items as the A.R.C. shall reasonably require in accordance with the Architectural Criteria. If the A.R.C. does not approve or disapprove any application within 30 days after receipt, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A.R.C.'s approval must be in writing.

8.5 Inspection. The A.R.C. or its designate shall inspect the construction after completion to assure compliance with the

approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and

specifications and any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the owner to correct the non-compliant items.

8.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld. No approval of plans and specifications by the Developer shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. No approval shall be construed as representing or guaranteeing that any Unit or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither the Developer, the Association, nor the A.R.C. shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

## ARTICLE IX

### OPERATION AND EXTENSION

9.1 Effect Upon Unplatted Lands. With respect to the unplatted Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Unplatted Lands by a recorded amendment to this Declaration, that declares all or a part of the Unplatted Land to be subject to the provisions hereof. Developer or any person to whom Developer has assigned its rights to develop the unplatted Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Unplatted Lands described in such amendment and shall run with such lands and be binding upon any persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Unplatted Lands. If the provisions of this Declaration have not been so extended to the Unplatted Lands on or before fifteen years from the date this Declaration is recorded, then the Developer, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

9.2 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Unplatted Lands requires the approval of two-thirds (2/3) of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the

Association and the owners of all interests in lands to which the provisions of this Declaration are extended with the

formalities from time to time required for a deed under the laws of the State of Florida.

**ARTICLE X**

**GENERAL PROVISIONS**

10.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right for the Developer or the Association, following ten (10) days written notice to the Owner of the Lot specifying a violation of the Legal Documents, to enter upon any Lot to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Developer or the Association deems necessary to enforce these covenants and restrictions. The Owner of the Lot shall pay Developer or the Association an demand the actual cost of such enforcement plus twenty (20t) percent. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Developer or the Association may, at its option, bring action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien.

(b) Legal Proceedings. The Developer, the Association, or any Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If the Association or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any owner, other than Developer or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such nonprevailing owner. In no event may such costs and expenses be recovered against the Association or Developer, unless otherwise provided by law. If the Association -a the prevailing party against any owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the owner's Lot, as provided in the Article entitled "Covenant for Assessments". If any owner or class of owners is a prevailing party against any other owner or class of owners, such owner or owners may be reimbursed by the Association for all or any Part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

(c) No waiver. Failure by the Developer, the Association or by any Owner to enforce any covenant, restriction, or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association to any owner or any other Person.

10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Association or any owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration is originally recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless two-thirds of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any

renewal period.

10.3 Amendment.

(a)

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than two-thirds of all owners. No amendment shall be effective until recorded but the Association's proper execution shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of owners.

10.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer owns any Lots for sale in the ordinary course of business) and the holders of two-thirds of the First Mortgages within the Property if the same may be required while there is a Class B membership by the Federal Housing Authority, the Veterans Administration or the United States Department of Housing and Urban Development: (a) amendment of this Declaration, except as expressly provided in the Article entitled "Operation and Extension" and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the common areas; and (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of additional lands or the extension of the provisions of this Declaration to other lands.

10.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or violates some provision of the Legal Documents, Developer reserves for itself the right to release the Lot from the encroachment or to grant an exception to permit the encroachment violation by the structure over the set-back or easement area without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception or release to an Owner, the exception or release granted shall be binding upon all subsequent owners of the affected Lots, and no Person shall have any claim against Developer for the reasonable exercise of the authority herein granted. By acceptance of the exception or release, the owner shall have agreed to indemnify and hold the Developer harmless from all claims, liabilities and causes of action that may arise therefrom and to reimburse Developer for all costs incurred, including reasonable attorneys' fees incurred in negotiations, at trial and on appeal.

10.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

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

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

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

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insuror, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insuror, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60 day delinquency in the payment of assessments or charges owed by the owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

10.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the work. The foregoing includes the right for Developer and any Person designated by Developer in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

10.8 Assignment . Developer may assign to any Person, including Persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the ' rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 10.7 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer.

10.9 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will retain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

10.10 Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, certified, return receipt requested to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida. Notices to the Association or the Developer shall be sent in the manner described above to the registered office maintained with the Florida Secretary of State.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the date first stated above.

JOHNWIN, INC., a Florida corporation,

By: \_\_\_\_\_  
John J. Manis, President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of July, 1992 by John J. Manis of Johnwin, Inc., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Print Name: Wilma Jeanne Tasker  
Notary Public, State of Florida  
At Large

My Commission expires:

Personally known or produced identification\_. Type of \_\_\_\_\_  
identification \_\_\_\_\_

Siocovre  
July 14, 1992