

After recording return to:
Angela J. Yeremian, Esq.
Century Communities of Florida, LLC
3091 Governors Lake Parkway, Suite 200
Norcross, Georgia 30071

DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
VILLAS AT BISHOP OAKS
DUVAL COUNTY, FLORIDA

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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR VILLAS AT BISHOP OAKS
DUVAL COUNTY, FLORIDA**

NOTICE: As provided herein, each owner, by virtue of taking title to a Townhome, hereby agrees that the deed of conveyance of the Townhome to a third party shall specifically state that the Townhome is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the Public Records of Duval County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Townhomes.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this 20th day of December, in the year Two Thousand Twenty-Two by **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company (hereinafter referred to as the **"Declarant"**).

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real property located in Duval County, Florida which real property is hereinafter identified as the **"Villas at Bishop Oaks Community"**; and

WHEREAS, the Declarant intends to develop a single family residential townhome community upon the Villas at Bishop Oaks Community to be known as **"Villas at Bishop Oaks"**; and

WHEREAS, the Declarant desires to provide open spaces, common amenities, green belts and other facilities for the benefit of the persons who shall reside on the **"Townhomes"** (as that term is hereinafter defined); and

WHEREAS, in order to insure the enjoyment of such open spaces, common amenities, green belts and other facilities by the residents of the said Townhomes, and in order to protect and enhance the value of the said Townhomes, it is desirable to create an association to own, maintain and administer such open spaces, common amenities, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the individually owned properties, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the said Townhomes automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant for itself, its successors and assigns, does hereby subject and submit the Villas at Bishop Oaks Community to the provisions of this Declaration. The Declarant, for itself, its successors and assigns, hereby further covenants that the Villas at Bishop Oaks Community shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration.

ARTICLE I DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

“Annual Assessment” shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Townhomes each year for the purpose of raising the funds necessary to pay the **“Annual Expenses”** (as that term is defined in Section 3 of Article V hereof).

“Articles of Incorporation” shall mean the Articles of Incorporation of the Association which are set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.

“Association” shall mean Villas at Bishop Oaks Homeowners Association, Inc., a Florida non-profit membership corporation.

“Association Property” shall mean all real property within the Villas at Bishop Oaks Community that is owned or leased by the Association or dedicated for use or maintenance by the Association or its members regardless of whether title to such real property has been conveyed to the Association.

“Board of Directors” shall mean the Board of Directors of the Association.

“Bylaws” shall mean the Bylaws of the Association, which are set forth on **Exhibit C** attached hereto, as the same may be amended from time to time.

“Declarant” shall mean Century Communities of Florida, LLC, a Colorado limited liability company, and shall include any successor or assign of Century Communities of Florida, LLC pursuant to any Assignment of Declarant Rights recorded in the Duval County Public Records transferring the Declarant rights to a third party. **“Declarant”** shall have the meaning assigned to **“Developer”** as set forth in Chapter 720 of the Florida Statutes.

“Declaration” shall mean this Declaration of Covenants and Restrictions for Villas at Bishop Oaks as the same may be amended from time-to-time in accordance with Article IX hereof.

“Driveway” shall mean the driveway that was constructed in connection with the original construction of each Townhome and is annexed to such Townhome.

“Exclusive Easement Area” shall mean each of those portions of the Association Property which are located in the rear of certain of the Townhomes which are either (a) shown and depicted on the Plat as “Exclusive Easement Area”, or (b) described as “Exclusive Easement Area” in an instrument filed of record in the Deed Records of Duval County, Florida pursuant to Article III, Section 5(b) of this Declaration.

“Exclusive Utility Facilities” shall mean the utility facilities installed and annexed to each Townhome in connection with the original construction of such Townhome and serving only the individual Townhome to which such Exclusive Utility Facilities are annexed.

“Foreclosure Administration Fee” shall mean a fee assessed to the purchaser of a Townhome at foreclosure or deed in lieu thereof as more particularly described in Section 7 of Article V hereof.

“First Mortgage” shall mean a Mortgage conveying a first priority lien upon or security title to any Townhome.

“Initiation Assessment” shall have the meaning set forth in Section 6 of Article V hereof.

“Lanai” shall mean the poured-concrete patio that was laid down and installed within the Exclusive Easement Area annexed to each Townhome, as part of the original construction of such Townhome.

“Lot” shall mean each portion of the Villas at Bishop Oaks Community which has been subdivided for use as an individual building lot for the construction of a Townhome.

“Mortgage” shall mean a mortgage, or other instrument conveying a lien upon or security interest in title to the Property.

“Person” shall mean a natural person, corporation, trust, partnership or any other legal entity.

“Plat” shall mean, collectively, all plats (including re-plats) filed in the plat book records of Duval County, Florida with respect to the Villas at Bishop Oaks.

“Porch” shall mean the front porch that was constructed as part of the original construction of each Townhome.

“Rules and Regulations” shall mean rules and regulations promulgated by the Association regarding the use of the Lots, Townhomes, the Association Property or any other portion of the Villas at Bishop Oaks Community as more particularly described in Article IV, Section 1 hereof, as may be amended from time to time.

“Specific Assessments” shall have the meaning set forth in Article V, section 6 hereof.

“**Plat**” shall mean, collectively, all plats (including replats) filed in the plat book records of Duval County, Florida with respect to the Villas at Bishop Oaks Community.

“**Townhome**” shall mean the single family residential dwelling constructed on any Lot.

“**WMD**” shall mean the St. Johns Water Management District

“**WMD Permit**” shall mean the permit issued by the St. Johns Water Management District, a copy of which is set forth on **Exhibit D** attached hereto.

“**Utility Easement Area**” shall mean: (i) each of those portions of the Association Property within which Exclusive Utility Facilities are installed including, but not limited to, those portions of the Association Property which are shown and depicted on each Plat as a “Utility Easement Area”, and (ii) each of those portions of the Association Property upon which an air conditioning compressor serving any Townhome is located.

“**Villas at Bishop Oaks Community**” shall mean the entirety of the real property described on **Exhibit A**, hereto attached and made a part hereof, together with any additional lands annexed in by a supplemental declaration recorded in the Duval County Public Records pursuant to Article IX, Section 2.

“**Zoning Conditions**” shall mean the zoning conditions imposed on the Villas at Bishop Oaks Community by the applicable government authorities of Duval County, Florida including the conditions approved by the City of Jacksonville Planning and Development Department on November 16, 2021 as Ordinance 2021-0747.

ARTICLE II
TOWNHOMES

Section 1. Townhomes Subjected to this Declaration. Each Townhome shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Townhomes, including, but not limited to, the lien provisions set forth in Article V hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Townhomes shall be a permanent charge thereon, and shall run with title Townhomes unless and until this Declaration is terminated pursuant to the provisions set forth herein.

Section 2. All Townhomes Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Townhome does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Townhome, agree to all of the terms and provisions

of this Declaration. Each of the Townhomes is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 3. Easements Over the Townhomes. The Townhomes shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Townhome shall be subject to all easements which are shown and depicted on the Plat as affecting and burdening such Townhome;

Section 4. Number of Townhomes. The Declarant, for itself, its successors and assigns hereby represents that the total number of Townhomes constructed on the Villas at Bishop Oaks Property shall is anticipated to be 100 Townhomes; however, this number may change from time to time and to the extent necessary. Declarant will obtain any authority necessary from governmental authorities to change the total number of Townhomes.

**ARTICLE III
ASSOCIATION PROPERTY**

Section 1. Association Property. The Declarant shall have the right to transfer and convey to the Association any portion of the real property located in the Villas at Bishop Oaks Community. The Declarant shall also have the right to convert any Townhome to common area of the Association, and to convert any common area into a Townhome.

All portions of the Villas at Bishop Oaks Community which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by quit claim deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights, restrictions, and easements set forth in this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights, restrictions, and easements.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Association Property which may be made to it pursuant to, and in accordance with, the terms and provisions of this Section 1.

Section 2. Members' Rights in Association Property. Every owner of any Townhome shall have a non-exclusive right and easement of enjoyment and use in and to the Association Property, except for Exclusive Easement Areas, Driveways, Porches, Lanais, Exclusive Utility Facilities and the exclusive portions of the Utility Easement Areas (all of which shall be subject to an easement for the exclusive use of the owner of the Townhome to which the same are attached or annexed, as provided for elsewhere in this Declaration), and such right and easement shall be appurtenant to, and shall pass with, the title to the Townhome(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in this Article III and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Townhome during any period in which any assessment which is due to the Association from such owner remains unpaid for a period of greater than ninety (90) days, and such period as the Board of Directors may consider

appropriate for any infraction of its published rules and regulations. No such suspension, however, shall prohibit the owner of any Townhome from using the Association Property to the extent necessary for such owner to have pedestrian access to and from his Townhome. In addition, the Board of Directors may permit other persons who are not residents of any Townhomes to use the Association Property upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

Section 3. Easements Over Association Property. All Association Property shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) Subject to the obligation of the owner of each Townhome to maintain, repair and replace the Exclusive Utility Facilities annexed to and serving such Townhome as set forth in Section 6 of Article VIII hereof, an easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage lines, wires, pipes and similar facilities as may be reasonably necessary for the provision of utility services (including water, sewer, gas, electric and telephone services) to the Townhomes; and

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Townhomes or Lots, including, but not limited to, sales and business offices, model residences, storage areas, construction yards, construction trailers, signs and promotional activities. As part of the easement rights granted to Declarant hereunder, Declarant shall have a right of access, ingress and egress for vehicular and pedestrian traffic over, under and on the Association Property, the right to tie into any portion of the Association Property for driveways, parking areas and walkways and the easement rights in respect of utility and drainage facilities as described in Section 3(a) of this Article III. Such easements shall be exercisable by any and all persons whom the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of residences upon the Townhomes, contractors, subcontractors, and workers and entertainers at promotional sales events, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction of the Townhomes has been completed and all of the Townhomes shall have been conveyed to owners thereof who shall not have acquired the Townhomes for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Townhome to pay assessments or charges coming due during such period of time as portions of the Association Property shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(c) The easements described in Sections 6, 7, and 8 of this Article III.

Section 4. Damage or Destruction. All damage that shall occur to any improvements located on any Association Property on account of any casualty shall be repaired in all events. Such repairs shall be undertaken and completed as soon after the occurrence of any such casualty as is reasonably practicable. All repairs to any improvements located on the Association Property

shall be made in accordance with plans and specifications that shall be approved for the same by the Board of Directors of the Association.

Section 5. Transfer or Encumbrance.

(a) For so long as Declarant is owner of any Townhome or other portion of the Villas at Bishop Oaks Property, Declarant may elect to modify development plans for the Villas at Bishop Oaks Community in a manner that requires adjustments and modifications to the boundaries of the Association Property and conversion of Association Property to Lots. In order to facilitate such adjustments and modifications, the Association shall, at Declarant's request, transfer and convey to the Declarant any portion of the Association Property included within a Lot on a proposed or recorded Plat. Upon recording of a deed whereby the Association conveys Association Property to the Declarant, the property conveyed by such deed shall no longer constitute Association Property. No approval from the Association, or from anyone else whomsoever shall be required in order for the Association to transfer and convey Association Property to Declarant as described above. By joining in the execution hereof, the Association does hereby covenant and agree, upon Declarant's request as aforesaid, to transfer and convey to Declarant any portion of the Association Property included within a Lot on a proposed or recorded Plat.

(b) The Board of Directors, but only with the written consent of the Declarant (if the Declarant shall then own any Townhome or any other portion of the Villas at Bishop Oaks Property, and without a vote of the members may designate portions of the Association Property as Exclusive Easement Area for any Townhome that does not have an appurtenant Exclusive Easement Area shown on the Plat. Any Exclusive Easement Area designated by the Board of Directors pursuant hereto must be in the rear of the Townhome to which it appurtenant and be consistent with and comparable to the Exclusive Easement Area appurtenant to other Townhomes as shown on the Plat. The designation of Exclusive Easement Area pursuant to this provision shall become effective only upon the recording in the Deed Records of Duval County, Florida, of an instrument certified by the incumbent Secretary of the Association evidencing and describing such Exclusive Easement Area including: (i) the Townhome to which such Exclusive Easement Area is appurtenant, (ii) the dimensions of such Exclusive Easement Area, and (iii) the conditions, if any, applicable to such Exclusive Easement Area. Such instrument must include a statement that the

(c) Except as specifically described in this Section 5, in no event shall the Association abandon, encumber, dedicate, sell or transfer, directly or indirectly, any portion of the Association Property unless such abandonment, encumbrance, dedication, sale or transfer shall be first approved in writing by two-thirds of the voting interests of the Townhomes. In no event shall the Association abandon, encumber, dedicate, sell or transfer any portion of the Association Property consisting of a Porch, Lanai, Exclusive Easement Area, Exclusive Utility Facilities, or Utility Easement Area if the Townhome annexed to such Porch, Lanai, Exclusive Easement Area, Exclusive Utility Facilities or Utility Easement Area has been conveyed by Declarant to a successor owner (unless the then-current successor owner consents in writing thereto).

Section 6. Exclusive Easement Areas and Utility Easement Areas.

(a) Each Townhome to which an Exclusive Easement Area is appurtenant shall have an easement for the exclusive use and enjoyment of the Exclusive Easement Area that is either (i) depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being appurtenant to such Townhome, or (ii) described in an instrument recorded pursuant to Article III, Section 5(b) hereof as being appurtenant to such Townhome. The owner of each Townhome shall have the right to install shrubbery, plants, trees, flowers, bushes and other landscaping materials in and on the Exclusive Easement Area appurtenant to his Townhome, but only if the same shall have been approved by the Board of Directors. In no event shall the owner of any Townhome make any alteration to the Exclusive Easement Area that is appurtenant to his Townhome (including placing any ground materials on such Exclusive Easement Area, installing any landscaping on such Exclusive Easement Area, installing drainage pipes or structures on or in the Exclusive Easement Area, or placing any item or structure of any kind within such Exclusive Easement Area), unless the same shall have been approved by the Board of Directors. In connection with issuing its approval of any such alteration to any Exclusive Easement Area, the Board of Directors may require that the owner of the affected Townhome provide to the Board of Directors such drawings and descriptions of the proposed alteration as the Board of Directors shall request. In the event that the Board of Directors shall fail to approve or disapprove a written request made by the owner of any Townhome for the making of any alteration to the Exclusive Easement Area appurtenant to such Townhome within thirty days after the date on which such written request has been submitted to the Board of Directors, said request shall be deemed to have been approved by the Board of Directors.

(b) Each Townhome shall have certain exclusive and non-exclusive utility easements, as more particularly described herein, for the use and enjoyment of the Utility Easement Area that is depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being annexed to such Townhome. The owner of each Townhome shall have an easement for the exclusive use of the Exclusive Utility Facilities serving such Townhome and the part of the Utility Easement Area over, under or through which such Exclusive Utility Facilities are located. The owner of each Townhome shall also have an easement for the non-exclusive use of the Utility Easement Area annexed to such Townhome for the repair, maintenance and replacement of the Exclusive Utility Facilities therein. The owner of each Townhome shall use the aforesaid exclusive and non-exclusive easements for the sole purpose of providing utility services to the Townhome to which such easements are annexed. Other than routine maintenance, repair and replacement of existing Exclusive Utility Facilities, in no event shall the owner of any Townhome make any alteration to the Utility Easement Area or the Exclusive Utility Facilities (including, but not limited to, expansion, relocation or addition of utility facilities) that are annexed to his Townhome unless the same shall have been approved by the Board of Directors. In connection with issuing its approval of any such alteration to any Utility Easement Area or Exclusive Utility Facilities, the Board of Directors may require that the owner of the affected Townhome provide to the Board of Directors such drawings and descriptions of the proposed alteration as the Board of Directors shall request. In the event that the Board of Directors shall fail to approve or disapprove a written request made by the owner of any Townhome for the making

of any alteration to the Utility Easement Area or Exclusive Utility Facilities appurtenant to such Townhome within thirty days after the date on which such written request has been submitted to the Board of Directors, said request shall be deemed to have been approved by the Board of Directors.

Section 7. Reserved.

Section 8. Porches, Driveways and Lanais. There shall be appurtenant to each Townhome an easement for the exclusive use of that part of the Association Property which consists of the Porch that is annexed to such Townhome, the Driveway that is annexed to such Townhome, the Lanai that is annexed to such Townhome, and an easement for the exclusive use of that part of the Association Property over which such Porch or Lanai is located and for the repair, maintenance and replacement of the columns supporting such Porch or Lanai, as applicable.

Section 9. Maintenance of Association Property.

(a) Except for: (i) the maintenance of the Exclusive Easement Area that each owner of a Townhome is required to perform pursuant to Article VIII, Section 5(b) and (c) hereof, (ii) the maintenance, repair and replacement of the Exclusive Utility Facilities and the exclusive portion of each Utility Easement Area that each owner of a Townhome is required to perform pursuant to Article VIII, Section 6 of this Declaration, and (iii) the maintenance, repair and replacement of the columns supporting the Porch or Lanai that each owner of a Townhome is required to perform pursuant to Article VIII, Section 5(d) hereof, the Association shall be responsible for the maintenance and repair of all Association Property. Without limiting the generality of the foregoing, said maintenance and repair work shall include all streets, roadways, fences, and landscaping located on the Association Property.

(b) In no event shall any person construct, place, install, plant or mount any structure, plant, tree, shrub or other item on any part of the Association Property (including within any Exclusive Easement Area), except only for (i) items placed or installed on the Lanais in accordance with all other terms and restrictions set forth in this Declaration, (ii) landscaping installed in an Exclusive Easement Area pursuant to the exercise of the easement set forth in Article III, Section 6 hereof, and (iii) items placed with the prior, written permission of the Board of Directors.

Section 10. Temporary Structures. Subject to the right of the Declarant to promote the sale of Townhomes, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any part of the Association Property at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors.

Section 11. Parking, Vehicles: Trailers: Boats: Automobiles.

(a) Except as approved in writing by the Board of Directors and except for public safety vehicles, no vehicle (including, but not limited to, a standard passenger automobile) shall be parked

on any portion of the Villas at Bishop Oaks Property (including Association Property, streets and roadways) other than within a garage or on a Driveway. In no event shall any vehicle be parked on any Driveway if any part of such vehicle protrudes off of the Driveway. Additionally, no passenger vehicle (including a standard passenger automobile) may be repaired on any on any portion of the Association Property except as provided in paragraph (a) hereof. Passenger vehicles may only be worked on/repared within the garage on the associated with a Townhome, and with the door of such garage kept in a closed position.

(b) No recreational vehicle, camper, motorhome, trailer, boat, watercraft, motorcycle, go-cart or any similar type of vehicle and no truck or passenger vehicle which is not in operating condition with a then current license tag, and no "commercial vehicle" of any kind, may be stored or repaired upon any portion of the Villas at Bishop Oaks Property except within a garage and with the door of the garage in a closed position. The foregoing prohibition on the storage and repair of vehicles shall specifically prohibit the storage and repair of vehicles on the Association Property (including, without limitation, on any Driveway), except with the written permission of the Board of Directors, and then, only in compliance with all requirements imposed by the Board of Directors as a condition to the issuance of such written permission. In addition to the foregoing, the Association shall have the authority to promulgate rules and regulations regarding the parking of vehicles on Association Property. The prohibitions set forth in subsections (a) and (b) shall not be deemed to prohibit service and delivery vehicles being present on the Villas at Bishop Oaks Property for such period of time is reasonably necessary to provide service to or to make a delivery to a Townhome or the Association Property.

For the purposes of this subsection (b), the term "commercial vehicle" shall mean any vehicle (including, without limitation, a standard passenger automobile) which bears any indicia of commercial use, including but not limited to writing, logos, ladders, ladder racks, signage of a business or commercial nature and/or a vehicle which is not primarily used for the transportation of passengers.

(c) The restrictions set forth in Sections 11(a) and (b) above shall not apply to Declarant for so long as Declarant hold title to any portion of the Villas at Bishop Oaks Property for sale or development.

Section 12. Buffer Areas. The Association shall maintain any and all buffers and setbacks shown and depicted on the Plat.

Section 13. Entry Gates and Security.

(a) The Declarant and the Association shall have the right, but not the obligation, to install and to operate such entry gates and devices as the Declarant (for so long as the Declarant is the Owner of any portion of the Villas at Bishop Oaks Property) or the Board of Directors, respectively, may determine for the purpose of restricting access to the Villas at Bishop Oaks Property to Townhome owners, Townhome tenants (under leases by Declarant) and their

respective guests and invitees. For so long as the Declarant owns any portion of the Villas at Bishop Oaks Property, Declarant's written consent shall be required for the installation of any entry gates or devices restricting, in any way, access to the Villas at Bishop Oaks Property. Notwithstanding the foregoing or any other provision of this Declaration, neither the Declarant nor the Association shall be required to install entry gates and devices or to institute other measures designed to improve security at the Villas at Bishop Oaks Property.

(b) All governmental authorities shall have access to the Villas at Bishop Oaks Property for law enforcement, safety and emergency purposes. Each Owner shall look solely to the applicable governmental authority for the provision of law enforcement and police protection. **EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY PROPERTY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED.**

EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

ARTICLE IV THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been recorded in the Public Records of Duval County, Florida, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, maintenance, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association. The Association shall have the right to promulgate reasonable rules and regulations regarding the use of the Lots, Townhomes, the Association Property or any other portion of the Villas at Bishop Oaks Community (the "**Rules and Regulations**"). The Association may, but shall be under no

obligation to, include in the Rules and Regulations design guidelines for the making of improvements or the placement of items on the Lots, and for the changing of the exteriors of the Townhomes. The Association may modify and amend the Rules and Regulations as frequently as the Board of Directors may elect to do so. Notwithstanding the inclusion of any design guidelines in the Rules and Regulations, no owner of any Townhome may change the exterior of the Townhome or the "standard landscaping" on such owner's Townhome, unless the same has been approved by the Board of Directors, as provided for in Article VI, Section 3 of this Declaration.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Townhome is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Townhome shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Townhome.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for those persons who are Class B members. The Class A members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in a writing delivered to the Association, or (ii) the date on which the Declarant shall have conveyed all of the Lots to individual owners of Lots and the expiration of the Declarant's right to annex in additional property. Before the earlier of these dates to occur, the Class A members shall be entitled to vote only on (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the Association Property, except as specifically set forth in Article III, Section 5 of this Declaration; (c) any proposal pursuant to Article X, Section 1 of this Declaration to amend this Declaration; and (d) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required.

When entitled to vote, Class A members shall be entitled to cast one (1) vote for each Townhome in which they hold an interest required for membership by Section 2 of this Article IV.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B membership shall terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV, upon the earliest to occur of: (i) the date on which the Declarant shall have conveyed to individual owners thereof all of the Townhomes, or (ii) on such earlier date as the Declarant shall designate in a written notice delivered to the Association.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Compliance; Suspension of Membership Rights; Specific Assessments. Each member shall comply with and abide by (and shall cause all persons occupying or visiting any Townhome owned by such member to comply with and abide by) all provisions and restrictions set forth in this Declaration and all rules and regulations adopted by the Board of Directors regarding the use, occupancy or maintenance of the Townhomes or the use of the Association Property. The membership rights of any member of the Association, including the right to vote and to use the Association Property, may be suspended by the Board of Directors for violating the same in the manner provided for in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association. In addition, the Board may levy Specific Assessments (as defined in Article V, Section 6 of this Declaration).

Prior to assessing any Specific Assessments or fines in accordance herewith, the Board of Directors shall deliver written notice to the noncompliant member of the specific nature of the violation and the action necessary by the member to cure the violation. Any member in receipt of such notice shall have (i) fourteen (14) days thereafter or such longer time as the Board of Directors shall determine in its sole discretion, to cure the specified violation, and (ii) the right to an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors. After the expiration of the cure period described above, and unsuccessful hearing appeal, if applicable, the member shall incur a Specific Assessment or fine for each day that the violation has not been cured by the action described in the notice from the Board of Directors. In no event, however, shall the amount of each individual daily Specific Assessment or fine exceed \$100.00 per occurrence. Notwithstanding the foregoing per day limitation, each day that the applicable violation shall remain uncured shall constitute a separate violation and there is no limitation on the total number or amount of Specific Assessments that may be imposed against a member and such member's Townhome(s) due to the continuation of such violation. Specific Assessments and fines may exceed \$1,000.00. Specific Assessments and fines in excess of \$1,000.00 in the aggregate may become liens against the Townhome by the filing of a lien in the Duval County Public Records.

In no event shall the failure by the Board of Directors to suspend the membership rights of any member of the Association, or to levy any Specific Assessment against such member, on account of the occurrence of any violation by such member (or for which such member is responsible) of any provision or restriction of this Declaration, or any rule or regulation adopted by the Board of Directors, be deemed to constitute a waiver by the Association of its power or authority to do so thereafter on account of the continuation of such violation or the occurrence of any subsequent violation.

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any

meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Townhome for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

Section 8. Safety of Owners of Townhomes. The Association shall not be responsible for the safety of the owner of a Townhome or their lessees, guests or invitees. The Association may, but shall not be obligated, to provide security services within Villas at Bishop Oaks.

ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE VILLAS AT BISHOP OAKS COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED.

EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

ARTICLE V
ASSESSMENTS

Section 1. Assessments; Lien Therefor. Each person other than the Declarant who shall own any Townhome, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Townhome(s) owned by such person in accordance with the terms and provisions of this Declaration.

All sums lawfully assessed by the Association against any Townhome and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Townhome and constitute a lien in favor of the Association on such Townhome prior and superior to all other liens whatsoever, except:

- (a) liens for ad valorem taxes on the Townhome;
- (b) the lien of any First Mortgage or the lien of any prior Mortgage recorded in the Public Records of Duval County, Florida prior to the recording of this Declaration; or
- (c) the lien of any secondary purchase money Mortgage covering the Townhome, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Townhome.

Section 2. Personal Obligation of Members. Each member of the Association other than the Declarant, by acceptance of a deed or other conveyance to the Townhome(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Townhome (s), and by taking record title to such Townhome(s), shall be deemed to covenant and agree to pay to the Association:

- (a) Their share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and
- (b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Townhome against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments; Establishment of Reserves.

- (a) Assessments. The assessments levied by the Association pursuant to this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being

herein referred to as the “**Annual Expenses**”). Without limiting the generality of the foregoing, the Annual Expenses shall include the operating expenses of the Association together with reserve accounts for capital expenditures, including without limitation, costs of: repair and maintenance of all Association Property, including, but not limited to, those portions of the Townhomes that are required to be repaired and maintained by the Association pursuant to the provisions of Article VIII of this Declaration; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations, including, without limitation, the payment of electricity charges for all lighting located on the Villas at Bishop Oaks Community which does not serve a particular Townhome, if any; payment of the premiums for all policies of property and liability insurance maintained by the Association; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such other purposes as the Board of Directors shall determine, in all cases in such amounts as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services; and, if applicable, trash pick-up expenses pursuant to Article VII, Section 4 hereof.

(b) Reserves. Notice is hereby provided that reserve accounts have been established by the Declarant pursuant to Florida Statute 720.303(6)(d).

Section 4. Determination of Annual Assessment. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year, together with the amount of surplus or deficit from the previous year, and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association’s expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the “**Annual Assessment**”). The amounts so determined by the Board of Directors shall be levied against all of the Townhomes in the Villas at Bishop Oaks Community. The amount of the Annual Assessment levied against each Townhome shall be the same as the amount levied against every other Townhome. Every owner shall be liable for that share of every Annual Assessment which is so determined by the Board of Directors. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Townhome, to the owner of every Townhome prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Townhome shall be due and payable to the Association in such installments the Board of Directors shall determine, and after notice of the same shall have been given to all of

the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Special Assessments. After turnover of the Association in accordance with Florida Statute 720.307, if for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Townhomes and the owners thereof (other than the Declarant) to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and such installments as the Board of Directors shall determine. Each Townhome not owned by the Declarant shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5. Prior to turnover of the Association in accordance with Florida Statute 720.307, Special Assessments may be levied upon the majority vote of Class A membership at a duly called special meeting of the membership at which a quorum is present.

Section 6. Specific Assessments; Fines.

(a) The Board of Directors shall have the power to levy specific assessments (“**Specific Assessment(s)**”) as, in its discretion, it shall deem appropriate. Failure of the Board Directors to exercise its authority under this Section 6 shall not be grounds for any action against the Association and shall not constitute a waiver of the Board Directors’ right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section. Specific Assessments shall include, but are not limited to, the costs of maintenance performed by the Association for which the owner is responsible. The Board of Directors may also specifically assess owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Townhomes may be specifically assessed equitably among all of the Townhomes which are benefited according to the benefit received; (b) expenses of the Association which benefit all Townhomes, but which do not provide an equal benefit to all Townhomes, may be assessed equitably among all Townhomes according to the benefit received; and (c) expenses incurred by the Association which are a result of the acts or omissions of an owner, occupant or an owner’s invitees or guests. In addition to Specific Assessments, the Board of Directors may levy fines of up to \$100.00 per day against members for violation of the Declaration or Rules and Regulations. Fines may exceed \$1,000.00 in the aggregate and fines in excess of \$1,000.00 may result in liens against the Townhome recorded in the Public Records of Duval County, Florida.

(b) In the event the Association is served by a common water meter, the Board of Directors shall have the authority to install submeters and assess individual Townhome utilities usage charges as Specific Assessments as provided above. This shall include the

right to add a charge for the cost of overhead for such submetering, against individual Townhomes and/or to install separate utility meters for the Townhomes.

Section 7. Initiation Assessments. At the time the fee title to any Townhome shall be conveyed by the owner thereof (including by the Declarant) to a successor owner, there shall be levied against such Townhome a one-time initiation assessment (an "**Initiation Assessment**"). Until such time as the Class B membership shall terminate and cease to exist, as provided for in Article IV, Section 3 of this Declaration, the Initiation Assessment shall be an amount to be determined annually by the Board of Directors, but in no event more than one hundred eighty percent (180%) of the Annual Assessment per Townhome for that year. After the termination of the Class B membership, the Initiation Assessment shall be equal to one hundred percent (100%) of the amount of that portion of the Annual Assessment which is in effect against such Townhome at the time of the conveyance. The Initiation Assessment shall be due and payable to the Association at the time of the closing of the conveyance of the Townhome in question and shall be secured by the lien of the Association on such Townhome. In addition, the Initiation Assessment shall be the personal obligation of both the grantor and the grantee of such Townhome, both of whom shall be jointly and severally liable for the payment of the same. The Association shall use the amounts received by the Association from the payment of Initiation Assessments for any such purposes as the Board of Directors deems appropriate, including, without limitation, the payment of operating expenses.

Notwithstanding the foregoing, no Initiation Assessment shall be due in connection with inheritance of any Townhome on account of the death of the owner thereof or in connection with the subjecting of any Townhome to any Mortgage, or the conveyance of any Townhome without a Townhome constructed thereon.

Section 8. Foreclosure Administration Fee; Estoppel Fees.

(a) **Foreclosure Administration Fee.** It is recognized that foreclosures of mortgages on Townhomes and/or Townhomes create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Duval County, Florida Public Records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Townhome. Pursuant to this Declaration, the Association is authorized to assess individual owners certain fees and expenses occasioned by and benefiting just those owners or those owners' Townhomes. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, except as otherwise specifically set forth in this Declaration provided below, any Person who acquires a Townhome at a foreclose sale of the mortgage on such Townhome, or by deed in lieu of a foreclosure, will be required to pay the Association a "**Foreclosure Administration Fee**" of \$925.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Duval County, Florida Public Records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

(b) Estoppel Fee. In accordance with Florida Statute 720.30851, the Association, or its manager, shall provide estoppel certificates upon request by the members within ten (10) business days, and may charge fees for such estoppel certificates so long as such fees do not exceed the limits set forth said statute.

Section 9. Townhomes Owned by Declarant. Declarant shall be exempt from any assessments so long as Declarant maintains the obligation to deficit fund the operating expenses of the Association in accordance with Florida Statute and as set forth in Section 11 of this Article V.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Townhome owned by the delinquent member, which lien shall bind such Townhome or Townhomes in the hands of then owner, and the owner's heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to Article V shall bear interest from the date of delinquency at the lower of the rate of eighteen (18%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Townhome or Townhomes of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts. In addition to interest, the Association may charge a late fee equal to the greater of \$25 or 5% of the amount of the delinquent assessment.

(c) In addition to the foregoing, the Association may (i) record a lien against the Townhome in the Duval County Public Records in accordance with Florida Statute 720.3085 and (ii) suspend the members right to use common areas and amenities of the Association for so long as the member is more than ninety (90) days delinquent in payment of any assessment or fine.

Section 11. Budget Deficits Prior to Termination of Class B Membership.

(a) Prior to the Termination of the Class B Membership, in lieu of the obligation to pay any assessments, Declarant shall be obligated to pay any deficit between the actual operating expenses and the amounts collected by the Association to fund operating expenses. Declarant may elect to commence paying assessments and cease deficit funding Association shortfalls at any time in Declarant's sole and absolute discretion prior to the termination of Class B Membership.

(b) Declarant may pay a subsidy in cash, or by “in kind” contributions of services or materials, or a combination thereof. The fair market value of such services and/or materials, as agreed upon by Declarant and the Association, shall constitute the amount of the subsidy resulting therefrom. If the Association and Declarant cannot agree upon the fair market value of any services and/or materials provided as a subsidy, then Declarant shall supply the Association with a detailed explanation of the services performed and materials furnished, and the Association shall acquire a bid for performing like services and furnishing like materials from an independent contractor, which independent contractor is in the business of providing such services and materials and has been approved by Declarant. Absent manifest error, such bid shall constitute the fair market value of such services and/or materials and the amount of Declarant’s subsidy resulting therefrom.

(c) Declarant, in its sole and absolute discretion, may elect to characterize all such subsidized amounts that are used to offset any actual operating deficit of the Association as loans to the Association. At Declarant’s request, such loans shall be evidenced by a promissory note(s) from the Association to Declarant, due and payable upon demand, with interest at the rate of ten percent (10%) per annum after demand, unless otherwise negotiated and agreed to by the Association and the Declarant. Failure of a subsidy to be evidenced by a promissory note, however, shall not diminish or otherwise negatively impact Declarant’s characterization thereof as a loan.

ARTICLE VI

DAMAGE OR DESTRUCTION OF TOWNHOMES AND REPAIR OF SAME

Section 1. Determination to Repair Damage. In the event of damage to or destruction of all or any part of any Townhome or Townhomes as a result of fire or other casualty, unless two-thirds (2/3rds) of the Townhome owners, including the owner or owners of any damaged Townhome or Townhomes which is not to be repaired or restored, vote not to proceed with the reconstruction and repair of the Townhome, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the Townhome. In the event of substantial damage or destruction, each holder of a First Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Townhome owner with respect to the distribution of proceeds to the owner of any such Townhome.

Section 2. Cost Estimates. Immediately after a fire or other casualty causing damage to any Townhome or Townhomes, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damaged Townhome to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

Section 3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the damaged or destroyed Townhome(s), as determined by the Board of Directors, or if at any time during the carrying out

of the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the owners of the Townhome(s) damaged in proportion to the damage to the Townhomes.

Section 4. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specification under which the Townhome was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair owner improvements damaged as a result of fire or other casualty.

Section 5. Encroachments. Encroachments upon or in favor of any Townhome which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Townhome owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Townhome was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed building shall stand.

Section 6. Construction Fund. The net proceeds of the insurance collected on account of such casualty to any Townhome or Townhomes and the funds collected by the Association from assessments against Townhome owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article VI to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for repair and reconstruction of the Townhomes as are designated by the Board of Directors.

ARTICLE VII ARCHITECTURAL CONTROL

In order to provide for the maximum enjoyment of the Townhomes by all of the residents thereof and to provide protection for the value of the same, the use of the Townhomes shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Architectural Restrictions. All construction shall be done in accordance with the applicable zoning conditions for this project. Additionally, owners shall comply with the procedure in this Declaration and/or any Rules and Regulations or design guidelines adopted by the Association with respect to construction, modifications and/or alterations to the exterior of the Townhome and/or visible from the exterior of the Townhome.

Section 2. Architectural Control.

(a) No alteration of any Townhome may be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been

submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements. In the event the Board of Directors fails to approve or disapprove such alteration within thirty (30) days after said plan and specifications have been submitted to it, approval will be deemed to have been denied.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of the alteration to the exterior appearance of any existing Townhome, as hereinabove provided, shall contain at least the following information:

(1) A complete description of the alteration proposed to be made, including a sample of any varnishes or paints proposed to be used; and

(2) In the case of any change or improvement that is addressed in the Rules and Regulations, a statement regarding the extent to which the same complies with the Rules and Regulations.

The power and authority of the Board of Directors to disapprove the change in the exterior appearance of any Townhome, shall not be affected by the fact that such change is provided for in the Rules and Regulations and/or the fact that the Board of Directors may have permitted or the making of such changes in the exterior appearance of any other Townhome. In no event shall any owner have any right to change the appearance of his Townhome, on account of the fact that the Board of Directors may have approved the same in any other location.

(a) In the event that any construction or alteration work is undertaken or performed upon any Townhome without application having been first made and approval obtained as provided in paragraph (a) of this Section 3, said construction or alteration work shall be deemed to be in violation of this covenant, and the person upon whose Townhome said construction or alteration work was undertaken or performed may be required to restore to its original condition, at such owner's sole expense, the property upon which said construction or alteration was undertaken or performed. Upon the failure or refusal of any person to perform the restoration required herein, the Board of Directors, or their authorized agents or employees, may, after ten (10) days' notice to such person, enter upon the property upon which such unauthorized construction or alteration work has been performed, and make such restoration as the Board of Directors, in the exercise of its discretion, may deem necessary or advisable. The person upon whose Townhome such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, and the liability for such cost shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in Article V of this Declaration. Such costs shall be paid to the Association by the person liable for the same at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 2. Declarant Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article VI shall be construed as prohibiting any construction by

the Declarant upon any Townhome while such Townhome is owned by the Declarant, provided, however, that such construction is in compliance with the requirements specified in Article VI, Section 1 of this Declaration. Any new construction performed by the Declarant upon any Townhome while such Townhome is owned by the Declarant shall be exempt from the provisions of Section 3 of this Article VI.

Section 3. Architectural Advisory Committee. The Board of Directors shall be authorized to appoint an architectural advisory committee to advise it and assist it in connection with its performance of its responsibilities under Section 3 of this Article VI. The functions which may be performed by any such architectural advisory committee shall include reviewing plans and specifications which are submitted to the Board of Directors in connection with proposals to construct or alter improvements upon the Townhomes and to make recommendations to the Board of Directors with respect to such plans and specifications.

ARTICLE VIII RESTRICTIONS

In order to provide for the maximum enjoyment of the Townhomes by all of the residents thereof and to provide protection for the value of the same, the use of the Townhomes shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Townhomes shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Townhome shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Townhome as said Declarant shall determine; or (b) the owner of any Townhome from using a portion of a building located on such Townhome as an office, provided that such use does not create regular customer or client traffic to and from such Townhome and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Townhome.

Section 2. Prohibited Activities. No noxious or offensive activity shall be conducted within any Townhome. Each owner of any Townhome, the owner's family, tenants, guests and invitees, shall refrain from any act or use of the owner's property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Townhome.

Section 3. Nuisances. No nuisance shall be permitted to exist upon any or within Townhome. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Townhome, or any portion thereof.

Section 4. Trash. No portion of any Townhome shall be used as a dumping ground for rubbish, trash or garbage, nor shall any rubbish, trash or garbage be permitted to accumulate upon any Townhome. Garbage containers shall be stored in a garage or screened on each Townhome

so that the same shall not be visible from the street or from any part of any other Townhome. All rubbish, trash and garbage shall be regularly removed. The Association may contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. In the event the Association contracts with a private trash collection company, the owner of each Townhome shall be obligated to use such company. The expense for trash pick-up may be collected from each individual Townhome owner as part of the Annual Assessments or Special Assessments under Article V hereof, or the garbage provider may bill the owner of each Townhome individually. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

Section 5. Animals. No Townhome shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets, as determined by the Board of Directors, may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Townhome.

Section 6. Signs. No sign of any kind or character shall be erected on any portion of any Townhome, or displayed to the public on any portion of any Townhome, without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Townhome for sale. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Townhome in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle. Notwithstanding anything stated to the contrary, members may be immediately assessed a Specific Assessment for any violation of this Article VII, Section 6.

Section 7. Antennas; Aerials; Satellite Dishes. No antennas, aerials, satellite dishes or other reception devices having a diameter or diagonal measurement greater than one meter shall be installed on any Townhome. So long as reception of an acceptable quality is not precluded, the antenna, aerial, satellite dish or other reception device of appropriate size shall be located only on that portion of the Townhome which is least visible from public view and shielded so as to minimize any risk and to ensure a nuisance is not created or as otherwise specified in the Rules and Regulations.

Section 8. Resereved.

Section 9. Flags, Decorative Signs, and Banners. Any flag, decorative sign, or banner to be erected or displayed on a Townhome shall require the prior written approval of the Board of Directors which approval may or may not be given in the sole discretion of the Board of Directors. Notwithstanding the foregoing, so long as displayed in a respectful manner, approval of the Board of Directors shall not be required to display (i) one portable removeable flag of the United States of America or the State of Florida, or (ii) one portable, removeable, official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag on a Townhome in accordance with Florida Statute 720.304(2). Flagpoles shall not exceed twenty (20) feet in height. Flags may not be larger than six feet (6') by four and one half feet (4.5'), and no more than

two flags may be flown on a Townhome at any given time. Any flag displayed on a Townhome, that is not a United States flag, State of Florida flag, or military flag as set forth above, shall (a) be displayed by a bracket attached to the Townhome, (b) be on a removable pole no longer than 5', and (c) not exceed a maximum size of 3' x 4'. Proper flag etiquette must be observed, and the flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the Board of Directors. The Board of Directors may promulgate additional reasonable rules and regulations with respect to the display of any flag, banner, or decorative sign.

Section 10. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Townhome, nor shall any air-conditioner be installed on any building located on any Townhome so that the same protrudes through any exterior wall of such building.

Section 11. Parking; Vehicles; Trailers; Boats; Automobiles.

(a) Except as approved in writing by the Board of Directors and except for public safety vehicles, no vehicle (including, but not limited to, a standard passenger automobile) shall be parked on any portion of the Villas at Bishop Oaks Community (including Association Property, Townhomes, streets and roadways) other than within a garage on a Townhome or on the paved driveway on a Townhome.

(b) No passenger vehicle (including a standard passenger automobile) may be stored or repaired or except on the paved driveway located on such Townhome.

(c) No recreational vehicle, camper, motor home, trailer, boat, watercraft, motorcycle, go-cart or any similar type of vehicle and no truck or passenger vehicle which is not in operating condition with a then current license tag, and no "commercial vehicle" of any kind, may be stored or repaired except only within the garage on the Townhome, and with the door of such garage kept in a closed position. For the purposes of this paragraph (c), a "commercial vehicle" shall mean any vehicle (including a standard passenger automobile) which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks or signage of a business or commercial nature. The foregoing shall not be deemed to prohibit service vehicles being present on any Townhome while the same are being used in connection with the providing of service to such Townhome.

(d) The restrictions set forth in subsections (a), (b) and (c) above shall not apply to Declarant for so long as Declarant holds title to any portion of the Villas at Bishop Oaks Community for sale or development.

Section 12. Subdivision of Townhomes. No Townhome may be further subdivided into any smaller Townhome.

Section 13. Leasing of Townhomes. Townhomes may be leased for residential purposes. All leases shall have a minimum term of at least one (1) year and shall be in writing containing all the standard provisions of a Tenant/Landlord lease agreement. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration,

Bylaws, and any other rules and regulations of the Association. The lease shall also obligate the tenant to comply with all such documents. Short term rentals of any portion of a Townhome for less than one (1) year shall be strictly prohibited in all circumstances, including but not limited to, renting through Airbnb, HomeAway, VRBO, and other short term rental websites. The lease shall include a provision noticing the tenant that in the event the Association notifies the tenant of delinquent assessments for the Townhome, the Association may demand the tenant pay rent directly to the Association in accordance with Florida Statute 720.3085(8).

Section 15. Outdoor Lighting. Except for seasonal holiday decorative lights, which may be temporarily displayed between Thanksgiving and January 10th of each year, all outdoor lighting must be approved by the Board of Directors.

Section 16. Basketball Goals. Permanent basketball goals are prohibited. Portable basketball goals may be used so long as they are stored in the garage whenever not in use.

Section 17. Window Treatments. Window treatments that are visible from the exterior of the Townhome must be compatible with the exterior design and color of the Townhome. Sheets, towels, flags, aluminum foil or any other material not intended as use for a window covering are prohibited.

Section 18. Garages. No garage shall be converted into dwelling space or rented out to tenants. Garage doors shall remain closed except when in use.

Section 19. Intentionally Deleted.

Section 20. Firearms and Fireworks. The discharge of firearms within the Community is prohibited; provided, however, the Association, the Board of Directors, the Association's directors, officers, employees and agents shall not have any duty to become physically involved to stop any such discharge. The term "firearms" includes handguns, rifles, shotguns, "B-B" guns, paintball guns, pellet guns, crossbows, paintball guns and other firearms of all types and weapons which expel a projectile, regardless of size or type. Aerial fireworks are prohibited.

Section 21. Retention Ponds. All lakes, ponds and streams within the Property, if any, shall be designated as aesthetic and drainage or irrigation amenities. No swimming, boating, playing, fishing or use of personal flotation devices on all water bodies or lake within the Villas at Bishop Oaks Community shall be permitted, save and except for activities specifically permitted by the WMD's rules and regulations and the requirements of the WMD Permit.

Section 22. Solar Panels; Energy Conservation Devices. The Board of Directors must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Townhome or Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable Governmental Entity regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Board of Directors. No solar panel, vents, or other roof-mounted,

mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Townhome, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Townhome for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

Section 23. Intentionally Deleted

Section 24. Wildlife. All members are hereby notified that from time to time alligators, snakes and other wildlife may inhabit or enter into or exit from water bodies or conservation areas within the Community that may pose a threat to people and pets. Disturbing wildlife is prohibited.

Section 25. Hurricane Preparedness. No storm or hurricane shutters or any similar protective covering for the windows or doors of a Townhome may be installed unless first approved in writing by the Board of Directors. All hurricane shutters or similar protective window coverings shall be aesthetically pleasing or harmonious with the Villas at Bishop Oaks Community. Should severe storm weather occur members may install storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type no sooner than 3 days before the arrival of a named storm based on the projected arrival time of that named storm by the National Weather Service and/or the National Hurricane Center. All storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type must be removed, taken down and/or taken off no later than 5 days after the specific named storm and/or threat of that named storm has passed.

Section 26. Garage Sales. Garage sales shall be prohibited unless the date, location and time of the garage sale is approved by the Board of Directors.

Section 27. Holiday Displays. Townhome owners shall be permitted to display religious and/or holiday signs, symbols and decorations on their Townhomes of the kinds normally displayed inside or outside of residences located in a single family residential community. However, the Association may adopt reasonable time, place and manner restrictions, including, but not limited to, design criteria and length of time that the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other owners.

Section 28. Access Ramps. Any owner may construct an access ramp on or to their Townhome if a resident or occupant of the Townhome has a medical necessity or disability that requires a ramp for egress and ingress, provided that (i) the ramp be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use; (ii) plans for the ramp are submitted in advance to the Association; and (iii) the owner submits to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Townhome requiring the access ramp. Certification as required under Florida Statute 320.0848 shall be sufficient to meet the affidavit requirement.. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

Section 29. Enforcement by Members. In the event that the owner of any Townhome, or any person who is entitled to occupy any Townhome, shall fail to comply with or abide by any restriction set forth in this Article VII, then the owner of any other Townhome who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Townhome who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Townhome as a consequence of such failure.

ARTICLE IX
MAINTENANCE OF TOWNHOMES AND LANDSCAPING

Section 1. Maintenance Obligations of the Association. It shall be the obligation of the Association to maintain and repair:

(a) the exteriors of all of the Townhomes, but not including the replacement of any glass, window frames, the repair or upkeep of any screens, or the repair, replacement or upkeep of any light fixtures, air conditioning compressors, or Porch or Lanai columns. The Association's maintenance and repair responsibilities shall include the exterior surfaces of the garage doors and the other doors of the Townhomes (but not including any glass surfaces). The Association shall not have any responsibility for the repair of any mechanical devices that shall operate any doors or garage doors; nor shall the Association have any responsibility of replacing any doors or garage doors. The maintenance and repair work which shall be the responsibility of the Association under this subsection (a) shall include caulking and repainting and restaining the exterior surfaces of the Townhomes as and when determined by the Board of Directors; and

(b) the roofs of all of the Townhomes (including the roofs of any and all Porches or Lanais and sunrooms). The Association's maintenance and repair responsibilities shall include the replacement of roof shingles and all gutters that were incorporated into the original construction of the Townhomes, when the Association shall determine the same to be necessary. The Association shall also be responsible for the repair of any leaks that may occur in the roofs of any of the Townhomes; and

(c) the Porch and the Lanai. The Association's maintenance and repair responsibilities shall include the repair, as necessary, of the concrete surfaces, the Porches and the Lanais. The Association shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an owner or any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, roof, gutter, utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, roof, gutter, utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any owner or occupant for loss or damage, by theft or otherwise, of any property of such owner or occupant.

Section 2. Determination of Repair Needs. The determination of the need for the carrying out of the maintenance and repair work that is the responsibility of the Association under the provisions of this Article VIII shall be made by the Board of Directors.

Section 3. Repairs Caused by Owners. In the event that the need for any repair work to be performed upon any Townhome is a result of any action taken by the owner of the same, then the owner of the Townhome shall be liable to the Association for all of the costs and expenses which the Association shall incur in connection with such repair work. The owner of the affected Townhome shall pay such costs and expenses to the Association promptly upon the Association's demand. The liability of the owner of any Townhomes for any amount provided for in this subsection shall be secured by the line for assessments provided for in Article V of this Declaration.

Section 4. Maintenance and Repair of Lanai and Driveways. The owner of each Townhome shall be obligated to maintain and repair the Lanai that is associated with his Townhome and the Driveway that are appurtenant to his Townhome. Such maintenance and repair work shall be performed at the sole cost and expense of the owner of such Townhome. All Lanais shall be maintained in a condition which is satisfactory to the Board of Directors. The Board of Directors shall have the right to adopt rules for the placement of any items on the Lanais and Driveways, and all items placed thereon must comply with the terms of such rules. All of the aforesaid maintenance and repair work shall be performed by, and at the expense of, the owner of the Townhome to which the applicable Lanai or Driveway is attached, and in no event shall the Association have any responsibility with respect to the making of such maintenance and repairs.

Section 5. Maintenance of Exclusive Easement Areas.

(a) Except as provided otherwise in subsection (b) hereof, the Association shall be responsible for maintaining the grass and the grounds of the portion of each Exclusive Easement Area which is not located inside a fence. Such maintenance shall consist of normal grass mowing and any other activity necessary to keep such grounds in a condition that is satisfactory to the Board of Directors.

(b) The owner of the Townhome to which each Exclusive Easement Area is annexed shall be obligated to maintain any trees, flowers, shrubbery or bushes as shall have been placed in the Exclusive Easement Area pursuant to Article III, Section 6 of this Declaration in a condition which is satisfactory to the Board or Directors. Such maintenance shall include, without limitation, removing dead trees, shrubs and other plants and pruning and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, ivy and other foliage.

(c) The owner of the Townhome to which each Exclusive Easement Area is annexed shall be obligated to keep and maintain any portion of the Exclusive Easement Area in

a neat, sanitary and attractive condition which is satisfactory to the Board of Directors. Such maintenance shall include, without limitation, cutting the grass, weeds and other vegetation, removing dead trees, shrubs and other plants and pruning and otherwise maintaining all plants, shrubbery, trees, flowers, bushes, grass, ivy and other foliage as may be planted in and on the Exclusive Easement Area pursuant to Article III, Section 6 of this Declaration.

(d) The owner of each Townhome shall be responsible for the maintenance, repair and replacement of the columns supporting such Porch or Lanai.

Section 6. Maintenance of Exclusive Utility Facilities. The owner of each Townhome shall be obligated to maintain, repair and replace the Exclusive Utility Facilities that are annexed to his Townhome (including, but not limited to, individual water lines and air conditioning compressors). Such maintenance, repair and replacement work shall be performed at the sole cost and expense of the owner of such Townhome. In no event shall the Association have any responsibility with respect to the maintenance, repair or replacement of Exclusive Utility Facilities.

Section 7. Failure of Maintenance. In the event that the owner of any Townhome shall fail to perform any of the maintenance that is the owner's responsibility under this Article VIII as required under the terms and provisions of this Article VIII, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving the owner of such Townhome at least five (5) days' notice and an opportunity to correct the unsatisfactory condition, to enter upon the Townhome, any appurtenance to the Townhome, and/or the Exclusive Easement Area, as applicable, and correct the unsatisfactory condition. The owner of the Townhome upon which, or upon the appurtenance or Exclusive Easement Area attached or annexed to which, such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all of the liens, and shall be subject to the same means of collection, as are the assessments and charges provided for in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due annual assessment payment, as provided in Article V, Section 4 of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine

ARTICLE X AMENDMENT

Section 1. Amendment by the Association. The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by (a) two-thirds (2/3) of the voting interests of the Association, and (b) the Declarant, if the Declarant shall then own any Townhome or any other portion of the Villas at Bishop Oaks Community. Notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws, the approval of any such amendment by the members of the Association shall be given by each such member either casting a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, by such member signing a written approval of such

amendment, or by the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Florida law were given. The consent of the Declarant to any amendment pursuant to this Section shall be evidenced by the execution of said amendment by Declarant.

Section 2. Amendment by the Declarant. Prior to transition of control of the Association from the Declarant to the members in accordance with Florida Statute 720.307, Declarant shall have the unilateral right to amend the Declaration, including amendments to annex additional lands into the Declaration, so long as the terms of such amendment are not arbitrary, capricious, or in bad faith; destroy the general plan of development; prejudice the rights of existing members to use and enjoy the benefits of common property, or materially shift economic burdens from the Declarant to the existing members.

Section 3. Requirements for Effectiveness of Any Amendment. Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Public Records of Duval County, Florida, of an instrument setting forth such amendment in accordance with the requirements set forth in Florida Statute 720.306(1)(e).

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Section 4. Acknowledgement of Amendment Procedures. Each person who shall own any Townhome, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Townhome, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article IX.

ARTICLE XI STORMWATER MANAGEMENT SYSTEM

Section 1. Stormwater Management System Defined. The "Stormwater Management System" shall be the portions of the Villas at Bishop Oaks Community, including improvements thereon, 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 or prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Villas at Bishop Oaks Community, and shall specifically include all recharge pumps. The Stormwater Management System shall be constructed and operated in accordance with the WMD Permit.

Section 2. Maintenance by Association. The Stormwater Management System shall be owned and maintained by the Association in compliance with all approvals, codes and regulations of governing authorities. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the governing authorities, and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Stormwater Management System shall be as permitted by the WMD and governing authorities.

Section 3. Modification. Neither the Association nor any owner shall take any action which modifies the Stormwater Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the WMD and governing authorities.

Section 4. Easements. The Villas at Bishop Oaks Community shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Stormwater Management System. The Association and the governing authorities shall have non-exclusive easements for use of the Stormwater Management System, and an easement for ingress, egress and access to enter upon any portion of the Villas at Bishop Oaks Community in order to construct, maintain or repair, as necessary, any portion of the Stormwater Management System, provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Villas at Bishop Oaks Community. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over, across, under and through the Villas at Bishop Oaks Community. No Person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the WMD.

Section 5. Conveyance by Declarant. Declarant may convey its ownership interest in the lakes, preserves, conservation areas, or other surface water drainage and management systems within the Property to the Association, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

Section 6. Amendment. Any amendment of this Declaration which would affect the Stormwater Management System or the responsibility of the Association to maintain or cause to be maintained the Stormwater Management System must have prior written approval by the applicable governing authorities (as well as a determination by the WMD whether the amendment requires a modifications of the WMD Permit).

Section 7. Intentionally Deleted.

Section 8. Enforcement. The WMD shall have the right to undertake enforcement action, including a civil action for an injunction and penalties, against the Association to compel

the Association to correct any outstanding problems with the Stormwater Management System or in mitigation or conservation areas under the Association's responsibility (if any).

Section 9. Transfer. The Association shall have perpetual existence. However, should the Association be terminated, dissolved or liquidated, the Stormwater Management System will be transferred to and maintained by one of the entities identified in Sections 12.3.1(a) through (f) of the WMD's Applicant Handbook Volume I ("Handbook"), which entity shall have the powers listed in Sections 12.3.4(b)1. through 8. of the Handbook, the covenants and restrictions required in Sections 12.3.4(c)1. through 9. of the Handbook, and the ability to accept responsibility for the operation and routine custodial maintenance of the Stormwater Management System and in Section 12.3.4(d)1. or 2. of the Handbook prior to the Association's termination, dissolution or liquidation. The WMD shall approve such entity prior to such termination, dissolution or liquidation of the Association. Further, for purposes of clarity, the WMD shall have the right to take enforcement measures in accordance with Section 12.3.4(c)(8) of the Handbook.

ARTICLE XII INSURANCE

By virtue of taking title to a Townhome, every owner agrees to carry blanket all-risk casualty insurance on such owner's Townhome and the Townhome and other improvements contained thereon. The insurance to be obtained by each and every owner shall be in an amount sufficient to cover 100% of the replacement cost of any repair and/or reconstruction in the event of damage or destruction from any insured hazard. Each owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the Townhome and other improvements on such owner's Townhome, the owner shall proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are or may be approved in accordance with this Declaration. The owner shall pay any costs of repair and/or reconstruction which are not covered by insurance proceeds. If the Townhome is totally destroyed, the owner may decide not to rebuild and/or to reconstruct, in which case the owner shall clear the Townhome of all debris and return that Townhome to substantially the natural state in which it existed prior to the beginning of construction of the original Townhome, and thereafter such owner shall continue to maintain the Townhome in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

ARTICLE XIII TENANTS

Section 1. Collection of Rent from Tenants. If a Townhome is occupied by a tenant and the owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the owner related to the Townhome have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Townhome. The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners' association and continue doing so until the association notifies you otherwise.

Payment due the homeowners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address) , payable to (name) .

Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.

Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

Section 2. Tenant Rights. A tenant is immune from any claim by the owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or owner (if different) for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the owner until the Association releases the tenant or the tenant discontinues tenancy in and of the Townhome. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the owner of the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of the monies paid to the Association.

Section 3. Eviction. The Association may issue notice under Florida Statute 83.56, and sue for eviction under Florida Statutes 83.59-83.625, as if the Association were a landlord under part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes, and specifically has no obligations under Florida Statute 83.51.

Section 4. No Right to Vote. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an owner to vote in any election or to examine the books and records of the Association.

Section 5. Appointment of Receiver. A court may supersede the effect of this Article by appointing a receiver.

ARTICLE XIV
MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Townhome, then the owner of any other Townhome shall have the right to pursue the dispute resolution procedures set forth in Florida Statute 720.311; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Townhomes), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Townhome, their respective legal representatives, heirs, successors and assigns for a period of twenty (20) years, and shall thereafter be automatically renewed for successive ten (10) year periods unless two-thirds of the voting interests of the Association elect to terminate the Declaration.

Section 4. Notices. Unless otherwise prohibited by the Bylaws or this Declaration, all notices and other communications required by this Declaration or the Bylaws shall be in writing and shall be given by: (a) personal delivery; (b) United States mail, first class, postage prepaid; (c) statutory overnight delivery; (d) electronic mail; (e) facsimile; or (f) a secure web site, provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message. Notices given by one of the methods described in (a), (b), (c), (d), or (e) above shall be given:

(i) If to the owner of a Townhome, to the address, electronic mail address or facsimile number that such owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Townhome of such owner;

(ii) If to the occupant of a Townhome, to the address, electronic mail address or facsimile number that the occupant of such Townhome has designated in writing with the Secretary or, if no such address has been designated, at the address of the Townhome on which the occupied Townhome is located; or

(iii) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all owners of the Townhomes of any such change in address.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Townhomes, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Villas at Bishop Oaks Community at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

Section 8. Non-discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Century Communities of Florida, LLC and Villas at Bishop Oaks Homeowners Association, Inc. have caused this Declaration to be executed by their duly authorized officers on the day and year first above written.

Declarant:

CENTURY COMMUNITIES OF FLORIDA, LLC, a Colorado limited liability company

By: Century Communities, Inc, a Colorado corporation, as its Manager

Witnessed by:

[Signature]
Witness Signature

SCOTT S. BLUNCK
Witness Name (print/type)

[Signature]
Witness Signature

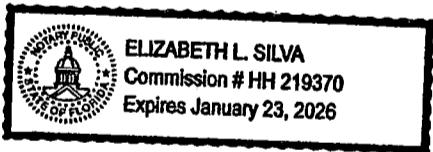
Stephen Commons
Witness Name (print/type)

By: [Signature]
Name: Susie Anderson
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF Duval

The foregoing was acknowledged before me via physical presence or e-notarization, this 22nd day of December, 2022 by Susie Anderson as the Authorized Signatory of Century Communities, Inc, a Colorado corporation, in its capacity as Manager of Century Communities of Florida, LLC, a Colorado corporation, who is personally know to me or has produced _____ as identification.

[SEAL]



[Signature]
Notary Public Signature
Print Name: Elizabeth Silva
My Commission Expires: 01/23/2026

EXHIBIT A**LEGAL DESCRIPTION**

A portion Tracts 10, 11, 12 and 13, Block 4, Section 7, Township 3 South, Range 25 East, as depicted on Map Showing Lands of Jacksonville Heights Improvement Co., according to the plat thereof, recorded in Plat Book 5, Page 93, of the current Public Records of Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Northerly right of way line of 103rd Street, a variable width right of way as presently established, with the Westerly right of way line of Samaritan Way, a 120 foot right of way as described and recorded in Official Records Volume 7238, page 2059, of said current Public Records; thence South 88°55'27" West, along said Northerly right of way line, 995.81 feet to a point lying on the Easterly line of the West one-half of said Tract 10; thence North 00°05'12" West, departing said Northerly right of way line and along said Easterly line, 603.39 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 18254, page 2337, of said current Public Records; thence North 89°00'02" East, departing said Easterly line and along said Southerly line and along the Southerly line of those lands described and recorded in Official Records Book 8992, page 2223 and Official Records Book 16202, page 674, both of said current Public Records, 785.58 feet to the Northwest corner of those lands described as "Lease Parcel" and recorded in Official Records Book 15938, page 1897, of said current Public Records; thence South 01°14'01" East, departing said Southerly line and along the Westerly line of said "Lease Parcel", 78.47 feet to the Southwesterly corner thereof; thence North 88°47'11" East, along the Southerly line thereof and its Easterly prolongation, 196.16 feet to a point lying on said Westerly right of way line of Samaritan Way; thence Southerly along the arc of a non-tangent curve concave Westerly having a radius of 890.00 feet, through a central angle of 05°18'37", an arc length of 82.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 03°41'24" East, 82.46 feet; thence South 01°02'06" East, continuing along said Westerly right of way line, 441.88 feet to the Point of Beginning.

Containing 13.35 acres, more or less.

Subject to a 20-foot Utility Easement, as described and recorded in Official Records Volume 6257, page 1852, of said current Public Records.

EXHIBIT B

Articles of Incorporation

**Electronic Articles of Incorporation
For**

N22000013840
FILED
December 13, 2022
Sec. Of State
tscott

VILLAS AT BISHOP OAKS HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

VILLAS AT BISHOP OAKS HOMEOWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

4601 TOUCHTON ROAD, BUILDING 300
SUITE 3100
JACKSONVILLE, FL. 32246

The mailing address of the corporation is:

4601 TOUCHTON ROAD, BUILDING 300
SUITE 3100
JACKSONVILLE, FL. 32246

Article III

The specific purpose for which this corporation is organized is:

HOMEOWNERS ASSOCIATION AND ALL LAWFUL BUSINESS RELATED
THERE TO.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

CENTURY COMMUNITIES OF FLORIDA, LLC
4601 TOUCHTON ROAD, BUILDING 300
SUITE 3100
JACKSONVILLE, FL. 32246

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: RYAN P FINNEGAN

N22000013840
FILED
December 13, 2022
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

CENTURY COMMUNITIES OF FLORIDA, LLC
4601 TOUCHTON ROAD, BUILDING 300
SUITE 3100
JACKSONVILLE

Electronic Signature of Incorporator: SUSIE ANDERSON AS AUTHORIZED SIGNATORY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
SUSIE ANDERSON
4601 TOUCHTON ROAD, BUILDING 300, STE 3100
JACKSONVILLE, FL. 32246

Title: VP
CHRIS WARD
4601 TOUCHTON ROAD, BUILDING 300, STE 3100
JACKSONVILLE, FL. 32246

Title: ST
SCOTT BLUNCK
4601 TOUCHTON ROAD, BUILDING 300, STE 3100
JACKSONVILLE, FL. 32246

EXHIBIT C
BYLAWS

OF

VILLAS AT BISHOP OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
OFFICE

Section 1.1 The Villas at Bishop Oaks Homeowners Association, Inc. (the “**Association**”) shall at all times maintain a registered office in the State of Florida and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II
DEFINITIONS

Section 2.1 Unless the context requires otherwise, the terms defined in the Declaration of Covenants and Restrictions for Villas at Bishop Oaks Homeowners Association, Inc., recorded in the Public Records of Duval County, Florida (the “**Declaration**”, the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III
MEMBERS

Section 3.1 Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration and the Articles of Incorporation of the Association, and these Bylaws.

Section 3.2 Annual Meeting. A meeting of the members of the Association shall be held annually at such time and place on such date as the Board of Directors shall determine from time to time.

Section 3.3 Special Meetings. Special meetings of the members of the Association (each, a “**Member**” and collectively, the “**Members**”) may be called at any time by the President (as hereinafter defined) of the Association. Additionally, it shall be the duty of the President to call a special meeting of the Members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the Members entitled to cast no less than forty percent (40%) of the total vote of the Association.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary (as hereinafter defined) of the Association to give a notice to each Member of each meeting of the Members in within the time frames and pursuant to the requirements set forth in Florida Statute 720.306, and each meeting of the Board of Directors within the time frames and pursuant to the requirements set forth in Florida Statute 720.303.

Section 3.5 Quorum. A quorum shall be deemed present throughout any meeting of the Members until adjourned if Members, in person or by proxy, entitled to cast more than one-fourth (1/4) of the votes of the Association are present at the beginning of such meeting.

Section 3.6 Voting. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote for each Townhome in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one vote be cast with respect to any Townhome.

During any period in which a Member is more than ninety (90) days delinquent in the payment of any amount due and owing to the Association, the vote which is allocated to any Townhome in which such Member owns a fee interest shall not be counted for any purpose.

Section 3.7 Adjournments. Any meeting of the Members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 3.8 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. If less than unanimous consent is obtained, the approval shall be effective ten days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 3.9 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

ARTICLE IV
DIRECTORS

Section 4.1 Number. The number of members of the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A Members, the Board of Directors shall continue to consist of three (3) members.

Section 4.2 Appointment and Election. The Board of Directors shall be elected by the Declarant until the Class B membership is terminated, provided, however, that once fifty percent (50%) of the parcels in all phases of the community which will ultimately be operated by the Association have been conveyed to Members, the non-Declarant Members shall have the right to elect one person to the Board of Directors in accordance with Florida Statute 720.307(2).

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the Members of the Association and shall serve for a term of one year and until their successors are elected. Notwithstanding the foregoing, after termination of the Class B Membership, the Declarant shall maintain the right to appoint one person to the Board of Directors so long as Declarant holds for sale at least five percent (5%) of the Townhomes in the community in accordance with Florida Statute 720.307(3).

Each Member entitled to vote shall be entitled to cast one (1) vote for each Townhome owned by such Member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected.

Section 4.3 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, though less than a quorum of the Board of Directors.

Section 4.4 Duties and Powers. Except as specifically provided otherwise by Florida Statute, the Declaration, the Articles of Incorporation of the Association or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section 4.4, the Board of Directors shall have the following specific powers:

(a) To suspend the membership rights of any Member of the Association, including the right to vote and use the Association Property and the facilities located thereon, during the period of time such Member shall be more than ninety (90) days delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Association Property; and

- (b) To enter into management agreements for the Association.

Section 4.5 Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months.

Section 4.6 Special Meetings. Special Meetings of the Board of Directors may be called at any time by (i) signed petition of twenty (20%) of the voting interests of the Association, (ii) the President, or (iii) by any two (2) members of the Board of Directors, on two (2) days' notice to each member of the Board of Directors, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.7 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

Section 4.8 Notices of Meetings. In accordance with Florida Statute 720.303(2)(c), the Secretary shall post notice of all board meetings in a conspicuous place at least 48 hours prior to the meeting of the Board of Directors, except in an emergency. In the alternative, the Secretary may mail notice of the meeting to the Members at least seven (7) days prior to the meeting. If there are more than 100 Members in the Association, the Secretary may provide notice by the alternative means set forth in Florida Statute 720.303(1)(c)(1).

Section 4.9 Compensation. No fee or compensation shall be paid by the Association to the members of the Board of Directors for their services in said capacity. The Board of Directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

ARTICLE V OFFICERS

Section 5.1 General Provisions. The officers of the Association shall consist of a "President", a "Vice President", a "Secretary" and a "Treasurer". In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2 Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association,

and shall have all of the powers and duties which are incident to the office of the president of a Florida non-profit corporation.

Section 5.4 Vice-President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice-President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5 Secretary. The Secretary (a) shall attend all meetings of the Members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall be the custodian of the books and records of the Association, (d) shall keep a register of the addresses of each member of the Association, and (e) shall perform such other duties as are incident to the office of the secretary of a Florida non-profit corporation.

Section 5.6 Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a Florida non-profit corporation.

Section 5.7 Compensation of Officers. In no event shall any officer receive any compensation from the Association for serving in such capacity.

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.2 Certain Notices. Any Member who shall sell or lease any Townhome in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

Section 6.3 Delivery of Notices. Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by this Declaration or the Bylaws shall be in writing and shall be given by: (a) personal delivery; (b) United States mail, first class, postage prepaid; (c) statutory overnight delivery; (d) electronic mail; (e) facsimile; or (f) a secure web site, provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message. Notices given by one of the methods described herein shall be given:

(i) If to a Member, to the address, electronic mail address or facsimile number that such owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Townhome of such owner; or

(ii) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Members of any such change in address.

ARTICLE VII AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the Members. Such proposed amendment shall then be presented to the Members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective.

ARTICLE VIII INDEMNIFICATION

Each person who is or was a member of the Board of Directors or an officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees) judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Florida and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of such owner being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Florida and subject to the conditions prescribed therein.

In any instance where the laws of the State of Florida permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of members of the Board of Directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained by majority vote of a committee duly designated by the Board of Directors (in which designation members of the Board of Directors who are parties may participate), consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection members of the Board of Directors who are parties may participate); or (iv) by the Members, but Members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of Florida. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the Members or by an insurance carrier, the Association shall provide notice of such payment to the Members in accordance with the provisions of the laws of the State of Florida.

Exhibit D

WMD Permit

D-1

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

PERMIT NO: 101488-4

DATE ISSUED: March 01, 2022

PROJECT NAME: Samaritan Way Townhomes

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 13.69-acre project known as Samaritan Way Townhomes as per plans received by the District on January 28, 2022.

LOCATION:

Section(s): 7 Township(s): 3S Range(s): 25E
 Duval County

Receiving Water Body:

Name	Class
Ortega River	III Fresh, IW

ISSUED TO:

CLDC Land IV
 1819 Goodwin St
 Jacksonville, FL 32204-4403

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.

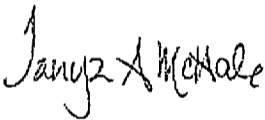
This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee 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 March 01, 2022

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 101488-4
Samaritan Way Townhomes
DATED March 01, 2022

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 permittee has documented its real property interest over the land upon which the activities subject to the application will be conducted as evidenced by a contract to purchase the real property included in the application. In accordance with Section 4.2.3.(d), ERP Applicant's Handbook, Volume I, work cannot begin until proof of ownership is provided to the Agency.
25. The proposed wetland impacts must be performed as indicated on the Post Development plan sheet 6 received by the District on January 28, 2022
26. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 0.35 freshwater forested UMAM mitigation credits have been debited from the St Johns Mitigation Bank ledger.
27. In the event that the permittee does not successfully complete the transaction to obtain 0.35 freshwater forested UMAM mitigation credits from St Johns Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.
28. The surface water management system must be constructed and operated in accordance with plans received by the District on January 28, 2022.



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

August 31, 2022

Chris Ward
 Century Communities of Florida, LLC
 4601 Touchton Rd. E. Building 300
 Suite 3100
 Jacksonville, FL 32246

SUBJECT: Transfer of an Environmental Resource Permit
 Permit Number 101488-6
 Project Name: Samaritan Way Townhomes (Transfer)

Dear Sir/Madam:

The St. Johns River Water Management District (District) has received your request to transfer the attached permit to Century Communities of Florida, LLC . In support of this request, the District has received sufficient ownership or control documentation from Century Communities of Florida, LLC , which has accepted this permit and all of the listed conditions.

This permit is hereby transferred to Century Communities of Florida, LLC . As the new permit holder, you are required to comply with all the conditions as noted in the permit. This permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work. The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of compliance information. Also, enclosed is the Notice of Permit Transfer, the Permit, Conditions for Issuance, and Notice of Rights.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.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 floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the Environmental Resource Permit (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 Office of Business and Administrative Services at (386) 329-4570.

Transferring Your Permit:

As required by a condition of your permit, you must notify the District within 30 days of any sale, conveyance or other transfer of a permitted system or facility, or within 30 days of any change in ownership or control of the real property (or project or activity) where the permitted system or

GOVERNING BOARD

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Ryan Atwood
 MOUNT DORA

Doug Bourmique
 VERO BEACH

Douglas Burnett
 ST. AUGUSTINE

Cole Oliver
 MERRITT ISLAND

Janet Price
 FERNANDINA BEACH

facility is located. You will need to provide the District with the information specified in Rule 62-330.340, Florida Administrative Code (name and address of the transferee and a copy of the instrument effectuating the transfer). Please note that a permittee remains jointly and severally liable with the new owner for any corrective actions that may be required as a result of any permit violations that occur before the permit is transferred, so it is recommended that you request a permit transfer promptly to reduce your potential liability.

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,



Margaret Daniels, Office Director
Office of Records and Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit
Notice of Permit Transfer
Notice of Rights

cc: District Permit File

Donna Helming
Segovia Ventures, LLC
Ste 204
3733 University Blvd W
Jacksonville, FL 32217-2152

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

PERMIT NO. 101488-6 **TRANSFER PERMIT ISSUED:** August 31, 2022
PROJECT NAME: Samaritan Way Townhomes (Transfer)

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 13.69-acre project known as Samaritan Way Townhomes as per plans received by the District on January 28, 2022.

LOCATION:

SECTION(S): **TOWNSHIP(S):** **RANGE(S):**
7 3S 25E

Duval County

ISSUED TO:

Century Communities of Florida, LLC
4601 Touchton Rd. E. Building 300
Suite 3100
Jacksonville, FL 32246

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 applicable local government, state, or federal law, rule, or ordinance. 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 August 31, 2022

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

By: 

Michelle Reiber
Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 101488-6
Samaritan Way Townhomes (Transfer)
PERMIT TRANSFER ISSUED August 31, 2022

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. 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.
 20. 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.

21. 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.
22. 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.
23. The permittee has documented its real property interest over the land upon which the activities subject to the application will be conducted as evidenced by a contract to purchase the real property included in the application. In accordance with Section 4.2.3.(d), ERP Applicant's Handbook, Volume I, work cannot begin until proof of ownership is provided to the Agency.
24. The proposed wetland impacts must be performed as indicated on the Post Development plan sheet 6 received by the District on January 28, 2022
25. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 0.35 freshwater forested UMAM mitigation credits have been debited from the St Johns Mitigation Bank ledger.
26. In the event that the permittee does not successfully complete the transaction to obtain 0.35 freshwater forested UMAM mitigation credits from St Johns Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.
27. The surface water management system must be constructed and operated in accordance with plans received by the District on January 28, 2022.
28. This permit for construction will expire on March 1, 2027.



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

August 31, 2022

Donna Helming
Segovia Ventures, LLC
Ste 204
3733 University Blvd W
Jacksonville, FL 32217-2152

SUBJECT: Notice of Permit Transfer
Environmental Resource Permit 101488-6
Project Name: Samaritan Way Townhomes (Transfer)

Dear Madam:

The St. Johns River Water Management District (District) has received a request to transfer the attached permit to Century Communities of Florida, LLC . In support of this request, the District has received sufficient ownership or control documentation from Century Communities of Florida, LLC , which has accepted this permit and all of the listed conditions.

This permit is hereby transferred to:

Chris Ward
Century Communities of Florida, LLC
4601 Touchton Rd. E. Building 300
Suite 3100
Jacksonville, FL 32246

This letter is the Notice of Permit Transfer required by Rule 62-330.340(4)(b), Florida Administrative Code. If you wish to do so, please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's decision to transfer the permit described in this letter.

Please note that this permit transfer does not relieve you of any potential liability for any violations of the permit or rules that occurred prior to transfer of the permit.

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

GOVERNING BOARD

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Doug Boumique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

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.

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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 www.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.

NOR.Decision.DOC.001
Revised 12.7.11