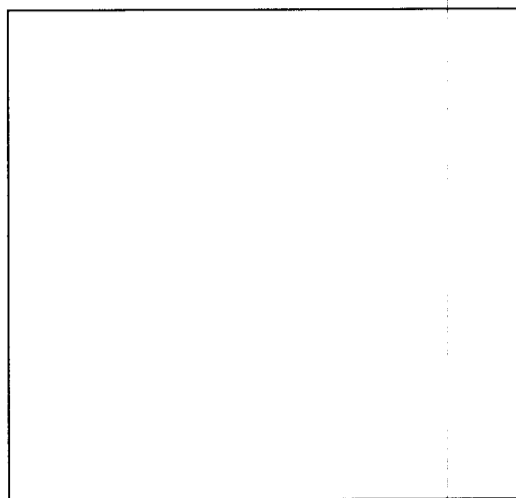


PREPARED BY AND RETURN TO:
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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR WESTLAND OAKS COMMUNITY ASSOCIATION, INC.**

THIS DECLARATION IS MADE on the date hereafter set forth by Declarant, as hereinafter described, a Florida corporation ("Declarant"):

W I T N E S S E T H

WHEREAS, Declarant is the Owner of certain property in Jacksonville, County of Duval, State of Florida, which is more particularly described on Exhibit "A" attached hereto.

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

ARTICLE I

DEFINITIONS

Section 1. "*Association*" shall mean Westland Oaks Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C", respectively.

Section 2. "Owner" shall mean the record Owner, whether one or more persons or entities, of fee-simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "*Property*" shall mean that certain real Property described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the terms of Article IX hereof.

Section 4. "*Common Area*" shall mean all Property and/or interest therein (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners including, without limitation, any signage and landscaping and portions of the Stormwater Management System located upon the Property to which the Association has easement rights outside the Property.

Section 5. "*Lot*" shall mean any plot of land shown upon the plat of Westland Oaks, Unit 1, recorded in Plat Book 62, at page 181 of the Public Records of Duval County, Florida, together with the plat of any additional property brought under the jurisdiction of the association pursuant to Article IX hereof.

Section 6. "*Declarant*" shall mean Westland Residential Development, LLC, a Florida limited liability company, and its successors and assigns, if specifically and expressly designated, in writing, a successor to the rights of Declarant hereunder.

Section 7. "*Master Developer*" shall mean Westland Residential Development, LLC, a Florida limited liability company, and its successors and assigns, if specifically and expressly designated, in writing, as successor to the rights of the Master Developer hereunder, including a successor as to a partial assignment of those rights, but only as to those rights as may be assigned.

Section 8. "Preferred Builders" shall mean Adams Homes of Northwest Florida, Inc. (as to Westland Oaks Unit I only), and such other builders as Master Developer shall designate from time to time. "Private Utility Company" shall mean Jacksonville Electric Authority.

Section 9. "*Surface Water Or Stormwater Management System*" means a system which is designed and constructed or implemented to control discharges from the Property and the Additional Property (as hereinafter defined) which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II

PROPERTY RIGHTS

Section 1. *Owners' Easement Of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the

Members. No dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

Section 2. *Delegation Of Use.* Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class A Member(s) shall be all Owners with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all shall be Members. The vote for their Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B: Class B Member(s) shall be Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2010.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation Of The Lien And Personal Obligation Of Assessments.* Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association (i) Annual Assessments or charges; and (ii) special assessments for capital improvements, in either case to be established and collected as provided herein.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them. No Annual Assessment or charge shall be due for any portion of the Property which has not been submitted to a recorded subdivision map.

Section 2. *Purpose Of Assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements, whether located on the Property or offsite.

Section 3. *Maximum Annual Assessment.* Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be Two Hundred Fifty and No/100 Dollars (\$250.000) per Lot.

(a) from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership;

(b) from and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose; and

(c) the Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

Section 4. *Special Assessments For Capital Improvements.* In addition to the Annual Assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. *Notice And Quorum For Any Action Authorized Under Sections 3 and 4.* Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each Class of membership shall constitute a *quorum*. If the required *quorum* is not present, another meeting may be called subject to the same notice requirement and the required *quorum* at the subsequent meeting shall be one-half (1/2) of the required *quorum* at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. *Uniform Rate Of Assessment.* Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. *Date Of Commencement Of Annual Assessments: Due Dates.* The Annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. *Effect Of Non-Payment Of Assessments: Remedies Of The Association.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 9. *Subordination Of The Lien To Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of assessments as to payments which become due prior to the sale or transfer. No sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location in relation to surrounding structures and topography are approved by Declarant. In the event Declarant fails to approve or disapprove such design and location within thirty

(30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Preferred Builders may have standard plans pre-approved by Declarant, thus eliminating the necessity to have each individual house plan approved.

ARTICLE VI

USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. *Single-family Residence Only.* Each Lot shall be used for the purpose of constructing a single-family residence thereon and for no other purpose. Except as otherwise provided herein, no structure shall be erected, altered or permitted to remain on any Lot other than one single-family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent Declarant from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks except for its foundation. No carports shall be constructed without prior approval of Declarant.

Section 2. *Minimum Square Footage.* No house or other structure shall be constructed on a Lot which has a height exceeding thirty-five feet (35') above the elevation of the finished surface of the first floor of the dwelling. All one-story houses constructed on Lots shall have a minimum of twelve hundred (1200) square feet of heated and air conditioned living space. All two-story houses constructed on Lots shall have a minimum of twelve hundred (1200) square feet of heated and air conditioned living space.

Section 3. *Setback Definitions.* In any event, no structure of any kind shall be located on any Lot nearer to the front Lot line, nor nearer to any side street line nor nearer to any side Lot line than that which is permitted by applicable zoning laws and regulations from time to time, as the same may be modified by variance, exception or other modification. If any one house is erected on more than one Lot or on a building plot composed of parts of more than one Lot, the sideline restrictions set forth above shall apply only to the extreme sidelines of the building plot occupied by the dwelling. Nothing herein shall be construed to prevent Declarant from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

Section 4. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Declarant and/or Adams Homes of Northwest Florida, Inc, either acting alone, may release the Lot or building site, or part of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated provided, however, that such release shall have no effect on any setback or square footage requirement imposed by the Land Development Code of Duval County, Florida and/or the City of Jacksonville, Florida and appropriate waivers or variances may be required in certain circumstances. The Declarant and/or Adams Homes of Northwest Florida, Inc., shall not give such a release except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

Section 5. *Maximum Lot Coverage.* The maximum area of a Lot covered by all buildings and structures shall not exceed the limitations imposed by the applicable zoning classification for the Property.

Section 6. *No Sheds, Shacks Or Trailers.* No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the course of construction.

Section 7. *Residing Only In Residence.* No trailer, basement, garage or any outbuilding of any kind other than a guest house or servants' quarters shall be used at any time as a residence, either temporarily or permanently.

Section 8. *Fences.* Hedges, fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than twenty feet (20') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No chain link fence

shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by Declarant.

Section 9. *Sewage Disposal And Water Service.* The utility company providing service to the Property has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure and no potable water shall be used within any structure except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 10. *Sewer System.* The initial Owner of each Lot who constructs permanent improvements thereon shall also construct at its expense that portion of a low pressure sewer system with step tanks, accompanied by the necessary infrastructure required to be constructed on each Lot to create as to the improvements positive sewer line force main pressure from the Lot including, without limitation, a holding step tank, an electric motor, pump and other infrastructure ("Lot Sewer Infrastructure"). The Lot Sewer Infrastructure shall be owned by each Lot Owner who shall have the primary maintenance responsibility for all Lot Sewer Infrastructure. Notwithstanding anything herein to the contrary, the Association shall have the right but not the obligation to maintain any portion of the Lot Sewer Infrastructure extending from the step tank to the main sewer line force main servicing each Lot. In the event the Association elects its right hereunder to enter upon the Lot for the purpose of maintenance of the Lot Sewer Infrastructure, the cost and expense thereof may be separately assessed to the Lot Owner pursuant to the terms of this Declaration. Reimbursement of those costs to the Association shall be collectible and enforceable in the same manner as assessments, as more particularly set forth in Article IV hereof. The Association shall have no responsibility whatsoever for any damage done to any physical improvements located on a Lot and performance of the Association's right and privilege hereunder including, without limitation, the expense of repair, restoration and maintenance of any landscaping, irrigation systems, electrical systems or similar improvements upon a Lot.

Section 11. *Motorists' Vision To Remain Unobstructed.*

Section 12. *Signs.* No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed and shall be of materials, size, height and design approved by Declarant or by the homeowners association. Declarant may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in the Declaration shall prevent Declarant or any person designated by Declarant from erecting or maintaining commercial and display signs deemed appropriate by Declarant, and temporary dwellings, model houses and other structures deemed advisable by Declarant, for development purposes.

Section 13. *Aerials And Antennas.* No radio or television aerial or antenna, satellite dish or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure or any Lot unless and until the location, size and design thereof shall have been approved by Declarant. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 14. *Pets.* Not more than two (2) dogs, two (2) cats, two (2) birds (excluding parrots), two (2) rabbits or any combination of two (2) thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of Declarant, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 15. *No Offensive Activities And Conditions.* No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscaping are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

Section 16. *No Parking Of Vehicles, Boats, etc.* No recreational or other vehicles of any kind including, but not limited to, any mobile home, trailer (either with/without wheels), motor home, tractor, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards. All such objects shall be completely screened inside a garage or carport or within the rear yard concealed from view from any adjacent Lot or roadway. Commercial vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property except within enclosed garages or workshops.

Section 17. *Air Conditioners.* Unless the written approval of Declarant has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 18. *Clothesline.* No clothesline or other clothes drying facility shall be permitted on any Lot except in locations which are completely screened from public view.

Section 19. *Storage Of Fuel Tanks, Garbage And Trash Receptacles.* All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash shall be screened from view from adjacent Lots and any street.

Section 20. *Insurance.* Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot or the contents thereof without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his/her Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

Section 21. *Re-Subdividing Lots Owned By Declarant.* Declarant reserves the right to re-subdivide or re-plat any Lot/Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements.

Section 22. *Re-Subdividing Developed Lots.* No Lot upon which a house has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

ARTICLE VII

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Declarant shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown in a plat or described herein and located in a Common Area.

Section 2. Declarant reserves for itself and for the Association and its designees (i) a ten foot (10') easement for the benefit of the Property, upon, across, over, through, under, along and parallel to each front and rear Lot line; and (ii) a ten foot (10') easement centered over the Lot Sewer Infrastructure as located on each Lot, for ingress, egress, installation, replacement, repair and maintenance of the utility system for drainage, for police powers and for services supplied by either Declarant or the Association. By virtue of this easement, it shall be expressly permissible for Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for those purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots following which Declarant or the Association, as applicable, shall restore the affected property to its original condition

as nearly as practicable. This easement shall be in addition to rather than in place of any other recorded easements on the Property.

Section 3. Declarant reserves for itself and for the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through, under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system for drainage, police powers and services supplied by either Declarant or the Association. By virtue of this easement, it shall be expressly permissible for Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for those purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in place of any other recorded easements on the Property.

Section 4. Declarant reserves for itself and for the Master Developer and the Association, and their designees for the benefit of the Property, a blanket easement and right on, over and under the ground within the Property to maintain and correct the Stormwater Management System and for the drainage of Surface Water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. The right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of soil, take up pavement or to take any other similar action reasonably necessary, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Declarant, Master Developer or the Association, as the case may be, shall give reasonable notice of intent to take action to all affected Owners unless, in the opinion of Declarant, Master Developer or the Association, an emergency exists which precludes notice. The right granted hereunder may be exercised at the sole option of Declarant, Master Developer or the Association and shall not be construed to obligate Declarant, Master Developer or the Association to take any affirmative action in connection therewith.

Section 5. To the extent that any improvements constructed by Declarant on or, if any Lot encroaches on any other Lot or Common Area, whether by reason of any deviation from a subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of the encroachment, the easement created in this Section 5 shall also terminate.

Section 6. Declarant hereby reserves for itself and for the Association an alienable and releasable easement over and across certain tracts located at the entry way of Plantation Bay Drive for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage. Further, Declarant reserves for itself and the Association a ten foot (10') easement running along and parallel to all roadways and running along and parallel to all boundary lines of a plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, planters and other improvements currently existing or hereafter made or constructed by Declarant or the Association.

Section 7. The Association shall have the authority and responsibility to operate the Surface Water or Stormwater Management System as permitted or excepted by the St. Johns River Water Management District. To that end, Declarant hereby reserves for itself and the Association a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, Declarant or the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, Declarant and the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Master Developer or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration including, without limitation, the right to directly lien the Lot of an Owner who fails to pay the Association his assessment(s). The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and

Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. Failure by the Association, the Master Developer, the St. Johns River Water Management District or by any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party, other than the Master Developer, to: (i) conform to the requirements of institutional mortgage lender(s) or title insurance company(s); or (ii) perfect, clarify or make internally consistent the provisions herein; (iii) conform to the requirements of the St. Johns River Water Management District, City of Jacksonville and/or Private Utility Company; or (iv) comply with the requirements of any development order or zoning ordinance applicable to the Property. Also, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party (other than the Master Developer and each Preferred Builder) until the termination of Class B memberships so long as: (i) the voting power of existing Members is not diluted thereby (except as may be occasioned by the addition of additional Property as provided by Article IX. hereof); (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein; and (iii) no Owner's right to use and enjoyment of his/her Lot or the Common Area is materially and adversely altered thereby, unless the Owner has consented thereto. Notwithstanding anything herein to the contrary, any amendment to the Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Annexation. In addition to the provisions of Article IX. hereof, additional residential property and Common Area may be annexed to the Property with the consent of fifty (50) of each class of Members.

Section 5. Rules and Regulations. The Association shall have the authority to adopt such rules and regulations as are deemed necessary or expedient for the proper function of the Association, and the performance of its powers and obligations, hereunder.

ARTICLE IX

ADDITION AND WITHDRAWAL OF PROPERTY

Section 1. Addition Of Land.

(a) The Declarant or Master Developer has the right, in their sole discretion, to subject real property other than the Property (the "Additional Land") land to this Declaration, provided only that (i) any Additional Land is located within or contiguous to the Property then subject to this Declaration (for purposes of this Article IX., land shall be considered contiguous if it is separated from the Property only by a public or private road, water bodies or open space); (ii) the fee-simple Owner of the Additional Land shall agree in a recordable instrument to be subject to the provisions of this Declaration and shall be responsible for its pro rata share of maintenance assessments which may be levied pursuant to the terms hereof; and (iii) the addition of the land shall not materially increase the assessment amount due from each Owner for Association expenses unless a majority of the Owners other than Declarant consent. For purposes of this section, an increase of more than five percent (5%) in the Annual Assessment due from each Owner shall be deemed to be a material increase.

(b) The addition of land shall be evidenced by recording of an amendment to this Declaration in the public records, executed by the Declarant or the Master Developer (and the fee-simple Owner of the Additional Land, if a third party) specifying and describing the land to be added. The joinder or consent of any Owner or mortgagee of land within the Property shall not be required.

