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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR Islands of Antigua

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EXHIBITS

Exhibit "A"	Plat of Antigua Phase One
Exhibit "B"	Articles of Incorporation of The Islands of Antigua Homeowners Association, Inc.
Exhibit "C"	Bylaws of The Islands of Antigua Homeowners Association, Inc.

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ISLANDS AT ANTIGUA

THIS DECLARATION, is made this __ day of _____, 2018, by **ANT JV Owner, LLC,** a Delaware limited liability company, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer is the owner of certain land located in the City of St. Augustine, St. Johns County, Florida, being all of that real property known as **ANTIGUA PHASE ONE** as shown on plats thereof recorded in the official records of St. Johns County Florida, in Map Book 93, Pages 18 - 25, hereinafter referred to as "The Islands at Antigua" or "The Property", being more particularly described on Exhibit "A" attached hereto and incorporated herein. Developer desires to maintain the integrity and character of the development plan of the Property and to assure high quality standards for the enjoyment of the Property.

B. Developer intends to develop the Property for the purpose of constructing single family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined), and which will be occupied and maintained as a residential development for the mutual, reciprocal and common advantage of all Owners (as hereinafter defined) and occupants thereof, who shall own and occupy the Property, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. Developer desires to provide for the preservation and enhancement of the Property, and for the maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each, and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

D. Developer desires to provide for the efficient management of the Property, in connection therewith Developer deems it desirable to create a not-for-profit corporation with the power and duty to administer and enforce the protective covenants, conditions, restrictions, easements and limitations hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and collection and disbursement of the Assessments hereinafter created. To this end, Developer has created or will create **THE ISLANDS AT ANTIGUA HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association"), whose membership shall include the Owners of all or any part of the Property.

E. Developer anticipates, but does not guarantee, developing an additional phase of the Subdivision, and that upon the filing of a supplement to this Declaration, such that the provisions of this Declaration shall apply to those phases as well.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold, occupied and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of and 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 and Developer.

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(a) "ARB" means the Architectural Review Board of the Association.

(b) "Articles" means the Articles of Incorporation for the Association, as amended from time to time.

(c) "Assessment" means and includes all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments (as hereinafter defined).

(d) "Association" means THE ISLANDS AT ANTIGUA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

(e) "Board of Directors" means the Board of Directors of the Association.

(f) "Bylaws" means the Bylaws of the Association as amended from time to time.

(g) "Common Property" means all of the Property, except the Lots, together with any improvements thereon, and all personal property intended for the common use and enjoyment of the Owners, and any area within the Property which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas. The Common Property is not dedicated for use by the general public. The Common Property shall specifically include, without limitation, sign and landscape easements (including, but not limited to, those shown on the plat of the Property), entry features (including easement, sign, landscaping, lighting, any perimeter fencing or walls, all landscaping not located within a Lot, any gates, the Stormwater Management System (defined below), as shown on the Plats of the Property.

(h) "Common Roads" means the roads in the Property which provide ingress and egress to each Lot, residence, or any part of the Property. The Common Roads and shall consist of Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue, Bird Island Drive and East Marina Cove Drive, along with any walkways, sidewalks or other similar improvements in the right of way. The Common Roads shall be dedicated to the City of St. Augustine, St. Johns County, Florida.

(i) "County" means St Johns County, Florida.

(j) "Declaration" means this Declaration of Easements, Covenants, Conditions and Restrictions, as it may hereinafter be amended and supplemented from time to time.

(k) "Developer" means ANT JV Owner, LLC, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to ANT JV Owner, LLC, as the Developer under this Declaration is not intended and shall not be construed to impose upon ANT JV Owner, LLC, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from ANT JV Owner, LLC, and develop and resell the same. Developer may also be an Owner for so long as Developer shall be the record Owner of any Lot. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, any subsequent Developer shall not be liable for any actions, defaults, or obligations incurred by any previous Developer, except as may be expressly assumed by the subsequent Developer.

(l) "Initial Improvements" means the initial, original construction of Residences, and

related improvements (i.e. roadways, water sewer utilities and common property) and initial landscaping upon the Lots constructed by Developer or those builders specified by Developer.

(m) "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property. References herein to "Lot" shall also include the Residence and all improvements thereon, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot (such combination of Lots being hereinafter referred to as a "Reconfigured Lot") to one Owner who constructs only one single family dwelling unit thereon, such reconfigured Lot shall be deemed to be a "Lot" and subject to one Assessment and entitled to one vote and except as specifically set forth herein all references to the "Lot" means and include "Reconfigured Lots". Provided, however, if such a combined Reconfigured Lot is subsequently developed with an additional Residence it shall be deemed to constitute two Lots and be entitled to two (2) votes and be liable for payment of two Assessments.

(n) "Member" means a person entitled to membership in the Association, as provided in this Declaration.

(o) "Mortgage" means any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation.

(p) "Mortgagee" means any bank, savings and loan association or other recognized institutional lender, any insurer or guarantor of Mortgages (including without limitation, the Veteran's Administration or the Federal Housing Administration) or holder of Mortgages in the secondary market holding a Mortgage now or hereafter placed upon the Lot, including Developer.

(q) "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

(r) "Property" means that certain real property described as such in the Recitals above.

(s) "Residences" means any single family residential dwelling constructed or to be constructed on or within any Lot.

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

ARTICLE II

MUTUALITY, BENEFITS AND BURDENS

Section 2.1 Mutuality. This Declaration and the covenants, restrictions and agreements contained herein are made for the mutual and reciprocal benefit of each Lot or parcel contained within the Property. This Declaration is intended to create mutual obligations upon each Lot and parcel within the Property in favor of each and every other Lot and parcel within the Property, to create reciprocal rights between all of the Owners and to create privity of contract and an estate between the grantees of each and every Lot and parcel within the Property and their successors, heirs and assigns.

Section 2.2 Owner's Benefits and Burdens. Each Owner shall by taking title to any Lot agree to abide by all terms, provisions, agreements, covenants, restrictions and conditions contained in this Declaration and shall be entitled to the benefits and burdens contained therein.

ARTICLE III

ASSOCIATION

Section 3.1 Members. Every Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from the title to each Lot, and shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association.

Section 3.2 Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A Members shall be all Owners, with the exception of Developer, while Developer is a Class B Member. 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 such persons shall be Members; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust or other entity (with exception of Developer) such entity shall be subject to applicable rules and regulations for such entities contained in the Articles and Bylaws. Provided however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot contains only one single family Residence, the Owners thereof shall have only one vote in Association matters.

(b) Class B. The Class B Member shall be Developer and shall be entitled to ten (10) votes for each Lot owned or intended to be a part of this Association. The Class B Membership shall cease and be converted to Class A Membership upon the earlier of the following events:

(i) Ten (10) years after the recording of this Declaration; or

(ii) Such earlier date as Developer, in its sole discretion, may determine; or

(iii) Upon the occurrence of any of the events listed in Section 720.307 Florida Statutes (a) through (f); and

(iv) Despite anything contained herein, the provisions of current Section 720.307 (1) and (2) Florida Statutes shall control with regard to the election of Board Members.

ARTICLE IV

COMMON PROPERTY AND EASEMENTS

Section 4.1 Common Property.

(a) Title. Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by the Developer, within ninety (90) days of the date of termination of Class B Membership. The Common Property shall be held by the Association for the benefit of the Association. The Developer may terminate the designation of land as Common Property prior to its conveyance to the Association, without the consent or joinder of any Owner or Institutional Mortgagee. Regardless of the prior sentence, the Developer shall not withdraw any Common Property if, any such withdrawal of Common Property will materially and adversely affect any Lot, or should such withdrawal materially and adversely affect access to such Lot, visibility

available on such Lot, or the drainage of such Lot without the consent and joinder of the Owner of such Lot. The Developer shall have the right to add to the Common Property in its sole discretion at any time prior to conveyance to the Association. No transfer of the title to any Lot, and no provision in any deed or other instrument of conveyance of any interest in any Lot shall pass any rights in and to the Common Property, except as expressly enumerated in this Declaration. Upon execution, delivery and recording of deeds conveying the Common Property, the Association shall be deemed to have accepted the conveyances effected by such deeds. The withdrawal or addition of land to the Common Property shall be reflected in an amendment to this Declaration. Once land is withdrawn, the Owners shall have no further rights to or in such land. The only land belonging to Developer which shall be included herein shall be such land as is specifically described in Exhibit "A" to this Declaration or attached to an amendment to this Declaration. If necessary, the Association shall execute such deeds, assignments or other documents as may be required to achieve a withdrawal of land by the Developer.

(b) Easement of Enjoyment. Subject to the limitations provided in this Declaration, all Owners, their guests and their invitees, and the Association are hereby granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property which easements are appurtenant and shall pass with the title to every Lot. All Owners, their guests, invitees, agents, employees, emergency service providers, police, fire, delivery services, U.S. Mail carriers, employees of utility companies who are authorized by the Association and any other persons who may be authorized by the Developer or the Association shall have a perpetual but non-exclusive right of egress and ingress over the paved portions of the Property designated as roadways. However, all such easements shall be subject to the following:

(1) The right of the Association to take such steps reasonably necessary to protect the Common Property against foreclosure.

(2) The right of Developer or the Association to grant easements and rights of way, as may be deemed appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and to provide utilities over all Common Property and including but not limited to easements designated on any plat.

(3) The rights of the Owners of the Common Property to dedicate, convey or transfer all or any part of the Common Property (upon the consent of the Developer and 2/3 vote of the total votes of the Association) to any public agency, utility, authority or other similar entity and to mortgage same.

(4) All provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and any plat of any part of the Property.

(5) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association or the Developer.

(6) All easements and restrictions of record affecting any part of the Common Property.

(7) Rights reserved to the Association to add or withdraw land from the Common Property.

(c) Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined

by the Board of Directors. The Association shall also maintain all landscaping on the Common Property provided that neither Developer nor the Association shall be deemed to be a guarantor of such landscaping. The cost of landscaping shall be a part of the annual Assessments. Maintenance of the Common Property shall be conducted in such a manner as to be in accord with any and all permits issued by any applicable governmental agencies, to include but not limited to such permits issued by the United States Army Corps of Engineers, ("ACOE"), Florida Department of Environmental Protection, ("FDEP"), St. Johns River Water Management District, ("SJRWMD"), the County and in accordance with all regulations, rules, statutes, requirements, pronouncements of governmental agencies having jurisdiction over the Storm Water Management System. The Board of Directors of the Association shall oversee all maintenance and the expense for maintenance shall be a common expense to be assessed to the Owners pursuant to this Declaration.

(d) **Restrictions on Access.** The Developer and the Association shall the right to deny access to the Property to any person, who is believed to be a nuisance, likely to create or assist in the creation of any nuisance or disturbance. The Developer and the Association shall have the right but shall not be obligated to control traffic on any roadway within the Property and shall be entitled to exclude any vehicular traffic or vehicle that the Developer or the Association believes may create a nuisance or create a danger to the authorized users of such roadways. The Developer or the Association shall have the right to control parking on any roadway on the Property and shall be entitled to remove any fence, wall, hedge, bush, plant, tree or any other structure which the Developer or the Association believes obscures the vision of motorists utilizing the roadways on the Property. Determination as to whether to exercise any right hereunder shall be at the sole discretion of the Developer or the Association and further, the rights reserved hereunder shall not be considered to be an obligation of the Developer or the Association. Upon dedication to the public, the terms contained in this paragraph shall be of no further effect.

(e) **Changes to Roadways.** The Developer, its successors, assigns shall be entitled to dedicate to the public use any Roadway on the Property, so long as any applicable governmental entity shall consent, all or any part of the Roadways on the Property and shall have the right to alter, relocate or terminate any Roadway or easement without the consent or joinder of any party. The provisions of this paragraph notwithstanding, no Lot may be denied access to a street or highway as a result of any change to a Roadway.

Section 4.2 Easements.

(a) **Blanket Easement**. Developer reserves for itself, its successors and assigns, and the Association, a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under any Roadway, right of way and the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, utility poles or equipment, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas (propane or natural) television cable or communication lines and systems, and police powers and services, firefighting services, supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property.

(b) **Lot Easement**. Developer reserves for itself, its successors and assigns, and the Association a perpetual, nonexclusive easement over, under and across a seven and a half (7.5') strip at the front, rear and along each side, for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, drainage, and irrigation lines.

(c) **Cable Easements**. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive easement for the installation, maintenance, and supply of radio and television cable over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

(d) **Right to future Easements.** Developer shall be entitled to place further

easements and restrictions on any Lot, Roadway, right of way and the Common Property while Developer owns any portion thereof, such additional or future easements shall not unreasonably interfere with the use and enjoyment of a Lot, Roadway, right of way or the Common Property, further, such additional or future easement shall not have significant detrimental effect on any improvements constructed thereon.

(e) **Easement for the Purpose of Maintenance.** The Developer or the Association, their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain the Common Property, the Roadways, right of way, the Storm Water Management System, City of St. Augustine Utility Department, and Florida Power and Light Company ("FPL") easements, or such other property which the Developer or Association is required to maintain.

(f) **Easement for Facilitation of Construction.** The Developer reserves the right to itself, its successors and assigns to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on Developer's property as may be normally utilized in the construction and sale of homes in sub-divisions substantially similar to that being constructed on the Property. Further, Developer or any other builder owning a Lot shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Developer or builder.

(g) **Developer's Rights**. Developer, its successors and assigns, shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in any plat of the Property or described herein; (ii) to plat or replat all or any part of the Property owned by Developer; and (iii) to widen or extend any right-of-way shown on any plat of the Property or convert a Lot to use as a right-of-way, provided that Developer owns the lands affected by such changes. The Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the drainage flow of surface water, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of the Developer, the Association or the grantee of the easement. Developer and the Association shall have the right but not the obligation to take any reasonable action necessary to correct any condition which alters or affects the drainage flow of surface water.

(h) **Landscape Buffers and Open Space.** The Developer or, the Association, their successors or assigns shall also have an easement on and over any Lot or the Common Property as may be necessary to maintain Tracts "J", "K", "L" ,"R", "P" and "Q" as shown on the Plat of Antigua Phase One (collectively "Open Space). The Association shall maintain, repair or replace the landscaping which is installed by the Developer, as necessary.

(I) **Blanket Easement over Townhome Lots for Maintenance, Repair and Replacement by the Association and over Townhome Lots for Landscape Maintenance by the Association**. The Association is granted a perpetual non-exclusive easement for ingress and egress, at all times, over and across the Townhome Lots for the Association to fulfill its obligations as set forth in this Declaration; provided however, that if the Association is ever dissolved then all maintenance, repair and replacement obligations relating to the Townhome Lots shall be the responsibility and financial obligation of the Owners of each such Townhome Lot and the Townhome Units located on each Townhome Lot.

Section 4.3 Plat Easements and Dedications. The Developer has granted the City of St. Augustine Utility Department and Florida Power and Light Company ("FPL") easements and dedicated certain property as indicated on the Plat of Antigua Phase One, attached hereto as Exhibit "A", to include but not limited to Tract "G" (Lift Station) per the Plat of Antigua Phase One.

Section 4.4 Tracts Retained by Developer & Assigns. Ownership and responsibility for maintenance of Tracts "A", "B", "C", "D", "E", "F", "H", "I", "J", "K", "L", "M", "N", "O", "P" and "Q" as shown on the Plat of Antigua Phase One attached hereto as Exhibit "A" are dedicated to the Association. The Assessments provided under Article VII shall be used for maintenance of the Common Roads and Tracts "A", "B", "C", "D", "E", "F", "H", "I", "J", "K", "L", "M", "N", "O", "P" and "Q" as shown on the Plat of Antigua Phase One.

Section 4.5 Additional Easements. The Developer and its assigns shall have the authority to enter into any additional easements necessary or beneficial to facilitate the provision of utilities and services to the Property.

Section 4.6 Easement for Utilities on Town Home Lots. Declarant reserves for itself, its duly authorized agents, successors and assigns, a perpetual non-exclusive blanket easement throughout the Townhome Lots, under all structures and through all structures to (i) install utilities and associated infrastructure including without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, security and mounting of meters on walls of any structure (ii) repair, maintenance, replacement, inspection, meter reading or other similar functions (iii) the right to allow any utility provider access for any of the purposes outlined herein. The easement referenced in this paragraph shall or may include, but not be limited to, easements across, through, or under any of the Townhome Lots to provide electrical lines or sewer lines which may begin at a point of service to the outermost portion of a Townhome Lot and run through, under or across other Townhome Lots to provide service to other townhomes built on other Townhome Lots which are adjacent to the referenced townhomes, such that one bank of electrical, water, or sewer meters may be placed on an exterior wall of one of the townhomes to serve all other connected townhomes. All work connected with the installation, repair, maintenance, replacement or inspection shall be performed in such a manner as to minimize, to the extent reasonably practicable, the interference with the use and enjoyment of the property burdened by the easement. Upon completion of any work, the person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work. The easements hereunder shall not include the right to enter into any structure on any of the Townhome Lots, nor shall it unreasonable interfere with the use of any of the property, except in an emergency.

ARTICLE V

STORM WATER MANAGEMENT SYSTEM AND LAKES

Section 5.1 Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s) including, but not limited to Tracts "A", "B", "C", "D", and "E", as shown on the Plat of Antigua Phase One (collectively the "Lakes") located on the Property. Maintenance of the surface water or stormwater management system(s) and lakes 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 St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system and lakes shall be as permitted or, if modified, as approved by the St. Johns River Water Management District

Section 5.2 Covenant for Maintenance Assessments for the Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems and lakes including but not limited to work within retention areas, drainage structures, drainage easements and lakes.

Section 5.3 **Easement for Access and Drainage**. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system and lakes for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, or on which any part of a lake is located, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system and lakes as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system and the lakes. No person shall alter the drainage flow of the surface water or stormwater management system and the lakes including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the Association.

Section 5.4 **Enforcement**. 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.

Section 5.5 **Swale Maintenance**. The Developer has constructed a Drainage Swale upon all or some of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Owner of such Lots, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) on which the Drainage Swale is located.

Section 5.6 **Vegetative Natural Buffer.** There shall be set aside a permanent vegetative natural buffer over that portion of the property shown on the Plats of Antigua Phase One and Antigua Phase Two as 25' Upland Buffer. This Buffer is a part of the Surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Buffer: filling or excavation; planting, sodding or removing vegetation, irrigation, or construction of fences which impede the flow of surface water. No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located or by the Association if located on Common Property.

Section 5.7 **Lot Owner Maintenance Responsibility**. Certain parts of the Storm Water Management System and the lakes may be partially located on certain of the Lots. Such Lot Owners shall be required to maintain those parts of the Storm Water Management System and lakes located on their Lot. Should such Lot Owners fail to maintain those parts of the Storm Water Management System and lakes located on their Lot, the Association shall be authorized to enter upon such Lots and perform the necessary maintenance and assess the Lot Owner with the cost pursuant to Section 7.4. Regardless of the foregoing, the Association shall be responsible for the maintenance of the storm water management facilities and unobstructed drainage easements contained in the Lots.

ARTICLE VI

UTILITIES

Section 6.1 **Water System**. The central water supply system provided for the Property shall

be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of such Owner's Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Developer or the Association.

Section 6.2 Sewage System. The central sewage system provided for the Property, which shall be used as the sole sewage system for each Lot. No septic tank or drain field shall be allowed on the Property. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service (including the initial hook-up) made by the operator thereof. No sewage shall be discharged onto the open ground or into any lake, pond, park, ravine, drainage ditch, canal or roadway.

Section 6.3 Trash Collection. All trash, garbage, refuse and rubbish shall be collected by persons, parties or entities approved by the Association. The Owners shall be responsible for paying all fees associated with collection of trash, garbage, refuse and rubbish.

Section 6.4 Arrangement for Utility Service. The Owners shall be responsible for making any and all arrangements for the provision of utility service to his or her Lot.

Section 6.5 Water and Sewage Systems. Tract "G" as shown on the Plat of Antigua Phase One is dedicated to the City of St. Augustine Utility Department for use, installation and maintenance of the water distribution and sewage collection systems who shall be responsible for maintenance of Tract "G" as well as all facilities located on Tract "G". The Utility easements shown on the Plats for Antigua Phase One and Antigua Phase Two shall also be considered to be easements in favor of the City of St. Augustine Utility Department.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 Annual Assessments. For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance and operation of the Common Property, the management and administration of the Association, and the furnishing of services as set forth in this Declaration, at a level sufficient to meet the Association's obligations, including contingencies and reserves. The Board of Directors shall set the date or dates such Annual Assessments shall become due and provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. The Assessments shall be based on an annual budget with an equal amount due for each Lot.

Section 7.2 Special Assessments. In addition to the Annual Assessments, the Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years 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 Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding two thirds of the votes, other than Developer, voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a quorum of each class of membership is present. Special Assessments shall be collectible in advance in any manner established by the Board of Directors.

Section 7.3 Emergency Assessments. The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, as determined by the Board of Directors in its sole discretion, that affect all the Common Property or Members of the

Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 7.4 Lot Assessments. In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided in this Declaration; any construction, reconstruction, repair or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

Section 7.5 Commencement of Annual Assessments.

(a) Date of Commencement. The Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner, other than Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual Assessments charged to each Lot prorated to the day of closing on a per diem basis. Any other Assessments shall be paid in full without proration.

(b) Capital Contribution. In addition, at the closing and transfer of title of each Lot to the first Owner, other than Developer or a builder constructing the Initial Improvements thereon, such Owner shall make a working capital contribution to the Association in the sum of Five Hundred and 00/100 dollars ($500.00) per Lot. These contributions to the Association shall be used for the purpose of defraying the initial and nonrecurring capital expenses of the Association, and to provide initial working capital for the Association.

Section 7.6 Nonpayment of Assessments and Remedies.

(a) Creation of Lien. All Assessments shall be, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), a charge and continuing lien upon each Lot subject to this Declaration. This lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

(b) Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment Charge established or described in this Article. The Association shall have the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by SEin the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot or by waiving the right to use Common Property nor shall non-use of the Common Property relieve an Owner of his liability for the Assessment Charge.

(c) Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by the Board of Directors.

(d) Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay such Assessment Charge or foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such

foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines pursuant to statutory guidelines and procedures set forth in Section 720.305 Florida Statutes and may suspend the voting rights and the right to the use of the Common Property by an Owner for any period during which any Assessment against his Lot that is more than ninety (90) days past due remains unpaid. Fines may exceed One Thousand and No/100 Dollars ($1,000.00) and any fine in excess of $1,000.00 may result in a lien being recorded and foreclosed against a Lot.

(e) **Subordination of Lien to Mortgages**. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgage, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge is first recorded against the Lot, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot shall not affect the Assessment Charge. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein.

Section 7.7 Certificate of Payment. The Treasurer of the Association or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or Management Company as applicable.

Section 7.8 Assessments on Developer Property. The Developer shall not be required to pay any Assessments or Special Assessments and shall not be subject to any lien for such assessments during the Development Period. During the Development Period the Developer shall pay the actual operating expenses incurred by the Association, excluding major repairs, replacements, reserves and deferred maintenance which cannot be paid by application of Assessments collected from the Owners other than the Developer. The Development Period shall be defined as the period of time beginning with conveyance of the first Lot to an Owner other than the Developer and ending on the later to occur of the date that the Developer notifies the Association that it will no longer pay for the shortfall between Assessments collected and the total operating expenses of the Association or the date that the Class B membership ceases to exist and converts to Class A Membership. At that time, the Developer shall pay Assessments on Lots owned by the Developer and at that time, the Developer shall no longer be required to pay the unfunded actual expenses of the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 8.1 Architectural Review Board. The Association shall establish an ARB which shall consist of either three (3) or five (5) members. Members of the ARB do not have to be members of the Association. For so long as Developer owns any Lot (and irrespective of whether the class B Membership has terminated), Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors, or, if the Board of Directors fails to so appoint an ARB, then the Board of Directors shall constitute the ARB. Any vacancies on the ARB shall be filled by appointment by the Board of Directors. A quorum shall be established by the presence of a majority of the ARB members at any ARB meeting and a majority vote by those ARB members present at an ARB meeting shall constitute the action of the ARB.

Section 8.2 ARB Authority & Duties. The ARB shall have the following authority:

1) In order to assist in making the Property a community of high standards and aesthetic beauty, the ARB shall be charged with making a recommendation to the Board of Directors to approve or disapprove all proposed construction and improvements to any Lot and any alteration, addition, change or modification thereto, other than initial construction constructed, erected, or

placed upon any part of the Property. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, and aesthetic criteria. Plans and Specifications, including landscaping and driveways for the Initial Improvements on any Lot shall be submitted to the Developer for approval. No construction, modification, alteration or improvement of any nature whatsoever, shall be undertaken on any Lot, unless and until the Developer or the ARB, as the case may be, has approved in writing the Plans and Specifications.

2) The ARB shall be authorized to require two (2) sets of plans and specifications for any proposed improvements, hereinafter "Proposed Improvements" which are to be reviewed by the ARB. Additionally, the ARB may require submission of samples of building materials and any other information necessary to allow a complete assessment or evaluation of any proposed construction or improvements.

3) The ARB shall be authorized to set up a fee schedule charging reasonable fees for the processing and evaluation of submissions to the ARB. The fees are to be paid to the Association along with the submission to the ARB.

4) The ARB shall have the authority to recommend amendments to the architectural criteria to the Developer or the Board of Directors. Upon adoption of any such amendment, a complete copy of such amendment shall be provided to each member of the Association.

The architectural criteria and any amendments thereto shall not be recorded in the public record and failure to provide a copy of same or an amendment to same shall not be a condition precedent to the effectiveness or validity of the architectural criteria or an amendment thereto.

Section 8.3 Variance. The ARB and Developer, as applicable, may authorize variance from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental consideration require the same. Such a variance shall be evidenced by a document signed by at least a majority of the members of the ARB for a Proposed Improvement or by Developer for Initial Improvements, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances, and set back lines or requirements imposed by any governmental or municipal authority. Any variance given pursuant to this paragraph shall be given in recordable fashion and recorded in the public records of the County.

Section 8.4 Enforcement. The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB.

Section 8.5 Remedy for Violations. In the event any Proposed Improvement is constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the Board of Directors shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the Board of Directors may pursue any other remedy available to it. In connection with this enforcement section, the Board of Directors or Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB, the Board of Directors or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the right of the Association or the Developer to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

Section 8.6 Reservation of Rights to Release Restrictions. In each instance where a structure

has been erected, or construction thereof has substantially advanced, in such manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots and shall be recorded in the public records of the County.

Section 8.7 **No Liability**. Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

Section 8.8 **Compensation.** The Board of Directors shall have the authority to pay reasonable compensation to the members of the ARB.

Section 8.9 **Initial Construction.** All proposed initial construction shall be submitted to the Developer in writing. Submissions shall be in made as provided in Section 8.2(b). The proposed construction shall be evaluated giving due consideration to the overall development scheme and the architectural criteria. Developer shall have the right to approve or disapprove such proposed construction in its sole discretion.

Section 8.10 **Exclusive Authority.** The ultimate, sole and exclusive right to approve or disapprove proposed construction shall belong to the Developer and/or the Association.

ARTICLE IX

USE OF PROPERTY

Section 9.1 Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements of Article VIII, the specific references to the ARB approval set forth in this article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this article.

(a) Lot Resubdivision. No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to modify subdivision plats of the property if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

(b) Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time-share ownership of Lots is permitted without Developer's approval. Nothing herein shall be deemed to prevent the Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws nor from preventing Developer from converting the use of a Lot to be used as a road for ingress and egress from an adjacent Lot. Any and all Residential Leases shall not be less than one (1) year in term. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences for a model home or sales center during the development and sale of the Property. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this Section by reason thereof.

(c) Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or to its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. If a dispute or question arises as to what may be or become a nuisance, the issue shall be determined by the Board of Directors.

(d) Work Hours. All work done by contractors, subcontractors and domestic workers must be done during daylight hours.

(e) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

(f) Pets. No animals, livestock or poultry of any kind shall be raised bred or kept on any Lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. The Association further reserves the right, but not the obligation, to demand that an Owner permanently remove from property all pets which create disturbances or annoyances that constitute nuisances in the sole discretion of the Board of Directors.

(g) Signs. No sign, advertisement or notice of any type or nature whatsoever including,

without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Residence, Common Property or in any window, unless express prior written approval of the size, shape, content, appearance and location has been obtained from the Board of Directors and the ARB, which approval may be arbitrarily withheld, except standard 18" x 24" typical painted real estate signs shall be allowed without prior approval. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale or rental of Lots.

(h) **Parking**. All vehicles shall be parked and stored within the garages or paved driveways on a Lot. No boats or recreational vehicles may be stored or parked within the Property unless surrounded completely such that they cannot be seen. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association. No parking is allowed on the street rights-of-way, park areas, or other Common Property.

(i) **Visibility at Street Intersections**. No obstruction to visibility at intersections shall be permitted. The ARB and Developer shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

(j) **Clotheslines**. No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any Common Property or other portions of the Property where it would be visible from any Common Road or any other Lot.

(k) **Garbage and Trash Containers**. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the County. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse. All garbage and trash containers shall be kept within an enclosed area in a location approved by the ARB.

(l) **Window Air Conditioners and Antenna**. No window air conditioning unit, satellite dishes, or antenna shall be installed in or at any Residence without the prior approval of the ARB or the Developer. Further, any antennas, satellite dishes or other similar devices approved by the ARB or the Developer shall comply with any applicable governmental laws, statutes or regulations.

(m) **Temporary Structures**. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained for the purpose of construction and marketing of the Lots.

(n) **Hazardous Materials**. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

(o) **Removal of Trees**. In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the Initial Construction thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other improvements on the Lot, or to persons occupying or utilizing the Property, without the consent and approval of the ARB, the obtaining of any and all governmental approvals as may be required by governmental authorities having jurisdiction over the Property.

(p) **Garages and Detached Structures**. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a

residence or converted to become part of a Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer as a sales office during the marketing of the Property. There shall be no detached buildings constructed on any Lot without the prior consent of the Developer.

(q) **Soliciting**. No soliciting will be allowed at any time within the Property.

(r) **Fences, Lighting and Mailboxes.** No fences shall be allowed except as approved by the Developer or the ARB. All mailboxes shall be approved by the Developer or the ARB. No lighting shall be allowed which alters the residential nature of the Property.

(s) **Sidewalks.** Any Owner of a Lot developing a Residence on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by the County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

(t) **Exterior Maintenance.**

(i) The exterior of all residences shall be maintained such that all residences have a clean, well cared for appearance.

(ii) The Lots shall be maintained in a neat, clean, orderly and attractive manner. Weeds and underbrush shall be removed and all grass plants, trees, bushes, flower beds and other similar landscaping shall be mowed, edged, pruned and maintained so as to maintain the overall beauty of the Property. No trash, garbage, rubbish or refuse shall accumulate on any Lot.

(iii) Any driveways, sidewalks and other similar paved surfaces on any Lot shall be maintained in an appropriate manner.

(iv) Should the Board of Directors in its sole discretion deem that any condition on any Lot exists which detracts from the appearance of the Property or causes a safety risk, the Board of Directors, its agents, employees or contractors shall have the right to enter upon any Lot for the purpose of correcting any such deficiency or condition and shall be entitled to assess the cost to the Owner. The costs of such maintenance shall be assessed against such Lot and this assessment shall not be considered to be a part of the annual or special assessments. The costs of this maintenance shall be a lien against the Lot and shall be payable along with any interest, attorney fees and costs of collection as provided in Article VII.

(u) **Wetlands and Jurisdictional Land**. This Declaration is subject to the rights of the State of Florida and other governmental entities having jurisdiction over portions of the Property which may be considered wetlands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping or removal of plant life existing on his Lot. A conservation easement shall be emplaced over all lands waterward of any jurisdictional wetlands line as established on the plat as Tracts "I" and "H" as shown on the Plat of Antigua Phase One and Tracts "F" and "G" as shown on the Plat of Antigua Phase Two (collectively "Conservation Area"). No Owner shall conduct any clearing, filling, improving, landscaping, or removal of plant life within any conservation easement area without the prior written permission of the County, State of Florida, the SJRWMD, ACOE and all other applicable governmental entities, and the ARB. OWNERS WHO OWN A LOT ADJACENT TO ANY WETLANDS OR CONSERVATION AREA ESTABLISHED BY THE SJRWMD OR THE ACOE OR ESTABLISHED IN ANY OTHER MANNER, SHALL, BY ACCEPTING CONVEYANCE OF SUCH LOT BE DEEMED TO HAVE AGREED TO MAINTAIN SUCH WETLANDS OR CONSERVATION AREAS IN ACCORDANCE WITH ANY SUCH PERMITS OR REQUIREMENTS. SUCH OWNERS SHALL INDEMNIFY AND HOLD HARMLESS, THE DEVELOPER AND THE ASSOCIATION, FROM ANY AND ALL COSTS, TO INCLUDE BUT NOT LIMITED TO ATTORNEY FEES AND COSTS, FINES AND ALL OTHER SANCTIONS. NO PERSON SHALL ALTER ANY PART OF ANY WETLANDS OR

CONSERVATION AREA AND SHALL NOT TAKE ANY ACTIONS WHICH WILL AFFECT THE DRAINAGE FLOW OF ANY SURFACE WATER. OWNERS SHALL INSURE THAT ALL SJRWMD AND ACOE PERMITS ARE ADHERED TO. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING ANY APPROPRIATE LEGAL ACTION AGAINST ANY OWNER WHO VIOLATES ANY SUCH SJRWMD OR ACOE PERMIT.

Section 9.2 Amendments and Modifications of Rules. The Board of Directors may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property, and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be available to each Owner.

Section 9.3 Compliance.

(a) Owner's Responsibility. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots and Common Property which may be adopted in writing from time to time by the Board of Directors or the ARB, and to see that all persons using the Owner's Lot(s) do likewise.

(b) Violation. Upon violation of any of the rules or regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association may levy fines as determined by the Board of Directors. To enforce the rules and regulations and the provisions of this Declaration, the Association, or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit.

Section 9.4 Personal Services. Employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors of the Association. In the event personal services are provided to Owners by any of the employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, not do they warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

ARTICLE X

INSURANCE

Section 10.1 Types of Coverage.

(a) Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Property (including the Common Roads) and, if additional Common Property with significant insurable improvements are added to the Property, the Board of Directors may obtain casualty insurance and increase the amounts of liability insurance, all as is consist with prudent business judgment, including the following:

(i) Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the

Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once a year.

(b) **Insurance on Lots**. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less that the full replacement cost of the Residence and shall submit evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association, upon request. Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(c) **Group Insurance**. Nothing set forth herein shall prevent the Association, upon majority vote of the Class A Members and the assent of the Class B Member, if any, from obtaining a group or master insurance policy, and if so approved and obtained, the Association shall charge the premium for the individual Lots as a Lot Assessment. All policies of insurance obtained by Owners or the Association which cover the Residences and Lots shall contain (i) waivers of subrogation, (ii) waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by any other Owner, (iii) waivers of invalidity arising from any acts of the insured, and (iv) provisions that such policies may not be canceled or substantially modified without ten (10) days prior written notice of all insured.

(d) **Director and Officer Liability Insurance**. The Board of Directors may obtain as a matter of common expense, payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and Officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

(e) **Other Coverage**. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirement of Mortgagees or based upon the cost and availability of such coverage.

Section 10.2 Repair and Reconstruction After Fire or Other Casualty.

(a) **Common Property**. In the event of damage to or destruction of all or any of the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise their prompt repair and restoration substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board of Directors and the ARB. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

(b) **Residences**. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to build and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII and Article IX above. Provided, however, if the damage is so

extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all landscaping obligations on the part of Owner shall remain in effect.

ARTICLE XI

ASSOCIATION LIABILITY

Section 11.1 Disclaimer of Liability. Notwithstanding anything contained herein, in the Articles, or the Bylaws of the Association, or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), the provisions hereof shall not be construed to mean that the Developer or the Association shall be liable or responsible for in any manner as a guarantor or insurer of, the health, safety nor welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

Section 11.2 Specific Provisions. Without limiting the generality of the foregoing:

1) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

2) Neither Developer nor the Association is empowered nor have they been created to act as an entity which enforces or insures compliance with the laws of the United States of America, State of Florida, County, or any other jurisdiction, or prevents tortious or criminal activities.

3) The provision of the Association Documents setting forth the uses of Assessments which may relate to health, safety, and welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

Section 11.3 Owner Covenant. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien making use thereof) shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any manner for which the liability of the Association or Developer has been limited in this Article.

Section 11.4 Release as to use of Surface Water or Stormwater Systems. The Developer nor the Association shall have any liability whatsoever to Owners, guests, tenants, or invitees related to the use or access of or to the surface water or Storm Water Management System areas, including but not limited to any personal injury, loss or damage accruing therefrom. Each Owner, for itself and its guests, tenants or invitees, hereby and by acceptance of a Deed to, or use of, any Lot releases Developer and the Association from any liability in connection with any usage of the surface water or Storm Water Management System.

NEITHER DEVELOPER OR THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, OAKS AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERRED TOHEREIN. FURTHER, ALL

OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND OR NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 12.2 Condemnation. In the event all or part of the Common Property or the Common Roads shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy five percent (75%) of the votes may agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 12.3 Notices. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

Section 12.4 Enforcement.

(a) In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, or by Developer (as long as it owns any interest in the Property) against any person, firm, corporation, trust, or other entity which violates or attempts to violate any of the covenants or restrictions hereof, by prosecuting any proceeding at law or in equity for the recovery of damages, injunctive relief or any other applicable remedy, for the purpose of preventing or enjoining all or any such violations or attempted violations, or for the enforcement of any lien created by this Declaration. SJRWMD

and ACOE shall have the right to enforce by prosecuting any proceeding at law or in equity for the recovery of damages, for enforcement or for an injunction with regard to any provisions contained herein which involve the maintenance, repair or reconstruction of the Surface Water or Storm Water Management System, wetlands or conservation areas.

(b) In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests or invitees, tenants, or occupants, to comply with the covenants, restrictions, rules, and regulations contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(i) The Association shall notify the Owner or occupant of the infraction(s).

(ii) Such Owner or occupant shall be given notice and opportunity to be heard by a Fine Committee pursuant to Section 720.305 Florida Statutes.

(iii) Upon recommendation of the Fine Committee, the Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars ($50.00) per incident per day. The maximum permitted fine may be increased from time to time by the Board of Directors, as it in its discretion may deem necessary or convenient. The total amount of fines may exceed One Thousand and No/100 Dollars, ($1,000.00).

(iv) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(v) Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

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

(vii) The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

The remedies contained in this Section 12.4 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 12.5 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall", wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation,

construction, application, and enforcement of all the Association Documents.

Section 12.6 Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or affect of the balance of the Declaration, which shall remain in full force and effect.

Section 12.7 Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by Owners holding two thirds (2/3) of the voting interests in the Association, either in person or by proxy at a duly called meeting, or by written consent without meeting in a manner permitted by law by Owners holding two thirds (2/3) of the votes in the Association, which amendment shall become effective upon its filing in the public records of the County; provided, however, that:

(a) As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer.

(b) Developer 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 (i) to conform to the requirements of any holder of a mortgage or (ii) to conform to the requirements of title insurance companies, (iii) to conform to the requirements of any governmental entity having control over or jurisdiction over the Property, (iv) to clarify the provisions hereof, or (v) in such other manner as developer deems necessary and convenient.

(c) Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior approval of the SJRWMD.

Section 12.8 Rights of Mortgagees. All Mortgagees shall have the following rights:

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

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

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

(d) By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

Section 12.9 Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

Section 12.10 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite percentage of all of the votes in the Association. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 12.11 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 12.12 Conflict and Enforcement. If in the event these deed restrictions conflict with any existing County Building Code Ordinance and/or jurisdictional obligation, the more restrictive of the two shall apply.

Section 12.13 Additional Restrictions. No Owner shall impose any additional covenant, condition or restriction on any Lot or any part of the Property without the prior written consent of the Developer. The provisions of this Section 12.13 shall not preclude the Developer from including in any deed, agreement or contract additional covenants, conditions and restrictions.

Section 12.14 Existing Property. The Property which initially is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration consists of that land described in the Recitals above and as further attached hereto on Exhibit A, which is by reference incorporated herein.

Section 12.15 Fertilizer Restrictions. FERTILIZER SHALL NOT BE APPLIED WITHIN TEN (10) FEET OF ANY POND, STREAM, WATER COURSE, LAKE, CANAL, OR WETLAND AS DEFINED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (CHAPTER 62-340 FLORIDA ADMINISTRATIVE CODE) OR FROM THE TOP OF A SEAWALL. IF MORE STRINGENT STATE OR LOCAL GOVERNMENT REGULATIONS APPLY, THIS PROVISION DOES NOT RELIEVE THE REQUIREMENT TO ADHERE TO THE MORE STRINGENT REGULATIONS. NEWLY PLANTED TURF, SOD, GRASS OR OTHER PLANTS MAY BE FERTILIZED IN THIS ZONE ONLY FOR THE FIRST SIXTY (60) DAY ESTABLISHMENT PERIOD.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Developer has executed this Declaration of Easements, Covenants, Conditions and Restrictions for **THE ISLANDS AT ANTIGUA**, this 16 day of October, 2018.

Signed, sealed and delivered
in the presence of:

First Witness

Shannon Ellis
Print Name

Second Witness

N. McPowan
Print Name

ANT JV Owner, LLC (Developer)
a Deleware limited liability company

By:
Name: Batey C. McGraw
Title:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16 day of October, 2018 by Batey McGraw, the member of **ANT JV Owner, LLC**, a Delaware limited liability company, on behalf of the company, [X] who is personally known to me or [__] who has produced a driver's license as identification and who did/did not take an oath.

SHANNON K ELLIS
State of Florida-Notary Public
Commission # GG 236225
My Commission Expires
October 29, 2022

Notary Public, State of Florida
Name: Shannon K. Ellis

My Commission Expires 10/29/22
My Commission Number is: GG 236225

MAP BOOK 93 PAGE 13

SHEET 1 OF 8 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 28 AND 29 AND A PART OF "DOVER PINE" AS RECORDED IN MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

DESCRIPTION

BEING ALL OF THOSE LANDS LYING IN SECTIONS 28 AND 29, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE S 00°01'05" E ALONG THE EAST LINE OF SECTION 28, A DISTANCE OF 1,320.00 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 4635, PAGE 1766 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S 89°58'55" W ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE S 00°01'05" E ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 1,320.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE S 89°58'55" W, A DISTANCE OF 423.25 FEET; THENCE N 44°42'13" W, A DISTANCE OF 44.62 FEET; THENCE N 00°01'05" W, A DISTANCE OF 1,462.65 FEET; THENCE N 23°34'49" E, A DISTANCE OF 97.99 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MAINLAND COVE DRIVE (A 40 FOOT RIGHT-OF-WAY); THENCE N 89°23'45" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,494 FEET, MORE OR LESS, TO A POINT ON THE AFORESAID EASTERLY LINE OF SECTION 29; THENCE CONTINUE N 89°23'45" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,494 FEET, MORE OR LESS, TO A POINT ON THE AFORESAID EASTERLY LINE OF SECTION 28; THENCE S 00°01'05" E ALONG SAID EASTERLY LINE, 1,320.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 161.50 ACRES, MORE OR LESS.

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT ANTIGUA OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS THE "OWNER"), IS THE LEGALLY SEIZED OWNER OF THE LANDS DESCRIBED HEREON AND AS SHOWN HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, HEREBY ADOPTS THIS PLAT AS BEING A CORRECT REPRESENTATION OF THE LANDS SHOWN HEREON, AND HEREBY DEDICATES TO THE PUBLIC AS PUBLIC RIGHT-OF-WAY, AS SHOWN HEREON, THE STREETS AND ROADS DESIGNATED AS ANTIGUA ISLAND DRIVE, SAINT LUCIA AVENUE AND LEEWARD CLUB DRIVE, AND HEREBY GRANTS AND DEDICATES TO THE CITY OF ST. AUGUSTINE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE USE AND BENEFIT OF THE PUBLIC, ALL THE UTILITY EASEMENTS SHOWN HEREON, AND ALL UTILITY FACILITIES LOCATED THEREIN. THE OWNER DOES HEREBY RESERVE UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE PRIVATE DRAINAGE EASEMENTS AND ALL OTHER EASEMENTS SHOWN HEREON, NOT DEDICATED TO THE PUBLIC, FOR THE USE AND BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND ALL UTILITY EASEMENTS, JOINT TRENCH PRIMARILY CARED FOR THE SALE AND INSTALLATION OF UTILITY FACILITIES AND SERVICES, AND ALL PUBLIC UTILITIES SHALL HAVE THE RIGHT TO INGRESS AND EGRESS TO AND FROM AND UPON THE AFORESAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING OR REMOVING ALL OR A PORTION OF THE UTILITY FACILITIES AND SERVICES WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

THE OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANTS WITH THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND WITH THE CITY OF ST. AUGUSTINE, FLORIDA, THAT THE OWNER IS LAWFULLY SEIZED OF THE LANDS AND HAS GOOD RIGHT TO CONVEY SAME; THAT THE LANDS ARE FREE FROM ALL ENCUMBRANCES, MORTGAGES AND LIENS, EXCEPT AS SHOWN HEREON; AND THAT THE OWNER WILL WARRANT AND DEFEND THE TITLE THEREOF AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER.

THE OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES THAT IT WILL CONSTRUCT ALL IMPROVEMENTS REQUIRED BY THE CITY'S LAND DEVELOPMENT REGULATIONS AND ALL OTHER IMPROVEMENTS SHOWN ON THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE SUBDIVISION AS APPROVED BY THE CITY, AT THE OWNER'S EXPENSE, WITHOUT EXPENSE TO THE CITY, AND THAT THE OWNER WILL MAINTAIN ALL SUCH IMPROVEMENTS UNTIL THE SAME ARE ACCEPTED BY THE CITY FOR MAINTENANCE, AND THAT THE OWNER WILL ASSIGN ALL WARRANTIES RELATING TO SUCH IMPROVEMENTS TO THE CITY UPON ACCEPTANCE BY THE CITY FOR MAINTENANCE. THE OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR DAMAGE TO PROPERTY OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE REMOVAL, DEPOSITION OR PROJECTION OF AN OBJECT OR PERSON THEREON OR THEREFROM, OR THE CONSTRUCTION, USE, OPERATION, MAINTENANCE OR REPAIR OF ANY IMPROVEMENT OR UTILITY WHICH IS THE SUBJECT OF THE PERMIT, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS.

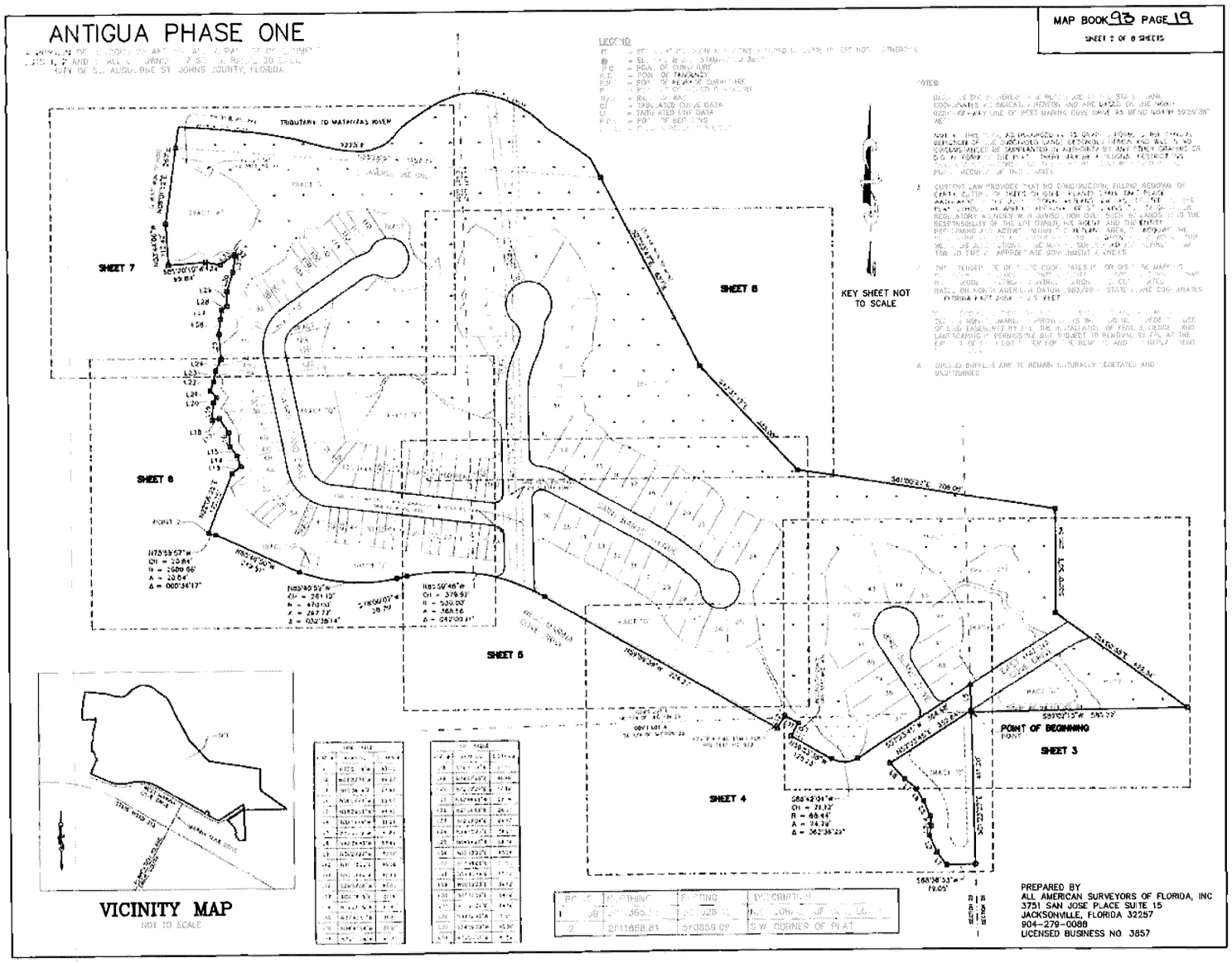
THE OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO GRANT EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION SERVICES WITHIN THE PLATTED AREA, BUT SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE CURRENT FLORIDA STATUTES, HOWEVER, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE "OWNER", SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT SHALL HAVE THE BENEFIT OF SAID RESERVATION.

THE EASEMENTS DESIGNATED AS "P.R.L.D." (PRIVATE RECREATIONAL LAKE DRAINAGE EASEMENTS) AS SHOWN HEREON, HEREBY RESERVE AND DEDICATE UNTO ANTIGUA OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF THE OWNERS OF THE LOTS SHOWN HEREON, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AND FOR THE BENEFIT OF THE HOMEOWNERS ASSOCIATION, AS HEREINAFTER DESCRIBED, AND ITS SUCCESSORS AND ASSIGNS, AS APPURTENANT TO AND FOR THE BENEFIT OF THE LOTS SHOWN HEREON, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF DRAINAGE OVER AND ACROSS THE PRIVATE DRAINAGE EASEMENTS AS SHOWN HEREON, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING THE DRAINAGE FACILITIES LOCATED THEREIN. THE OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO GRANT EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION SERVICES WITHIN THE PLATTED AREA, BUT SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE CURRENT FLORIDA STATUTES, HOWEVER, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE "OWNER", SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT SHALL HAVE THE BENEFIT OF SAID RESERVATION.

THE EASEMENTS DESIGNATED AS "P.R.L.E." (PRIVATE RECREATIONAL LAKE EASEMENTS) AS SHOWN HEREON, HEREBY RESERVE AND DEDICATE UNTO ANTIGUA OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF THE OWNERS OF THE LOTS SHOWN HEREON, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AND FOR THE BENEFIT OF THE HOMEOWNERS ASSOCIATION, AS HEREINAFTER DESCRIBED, AND ITS SUCCESSORS AND ASSIGNS, AS APPURTENANT TO AND FOR THE BENEFIT OF THE LOTS SHOWN HEREON, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF RECREATIONAL USE OF THE LAK

ANTIGUA PHASE ONE

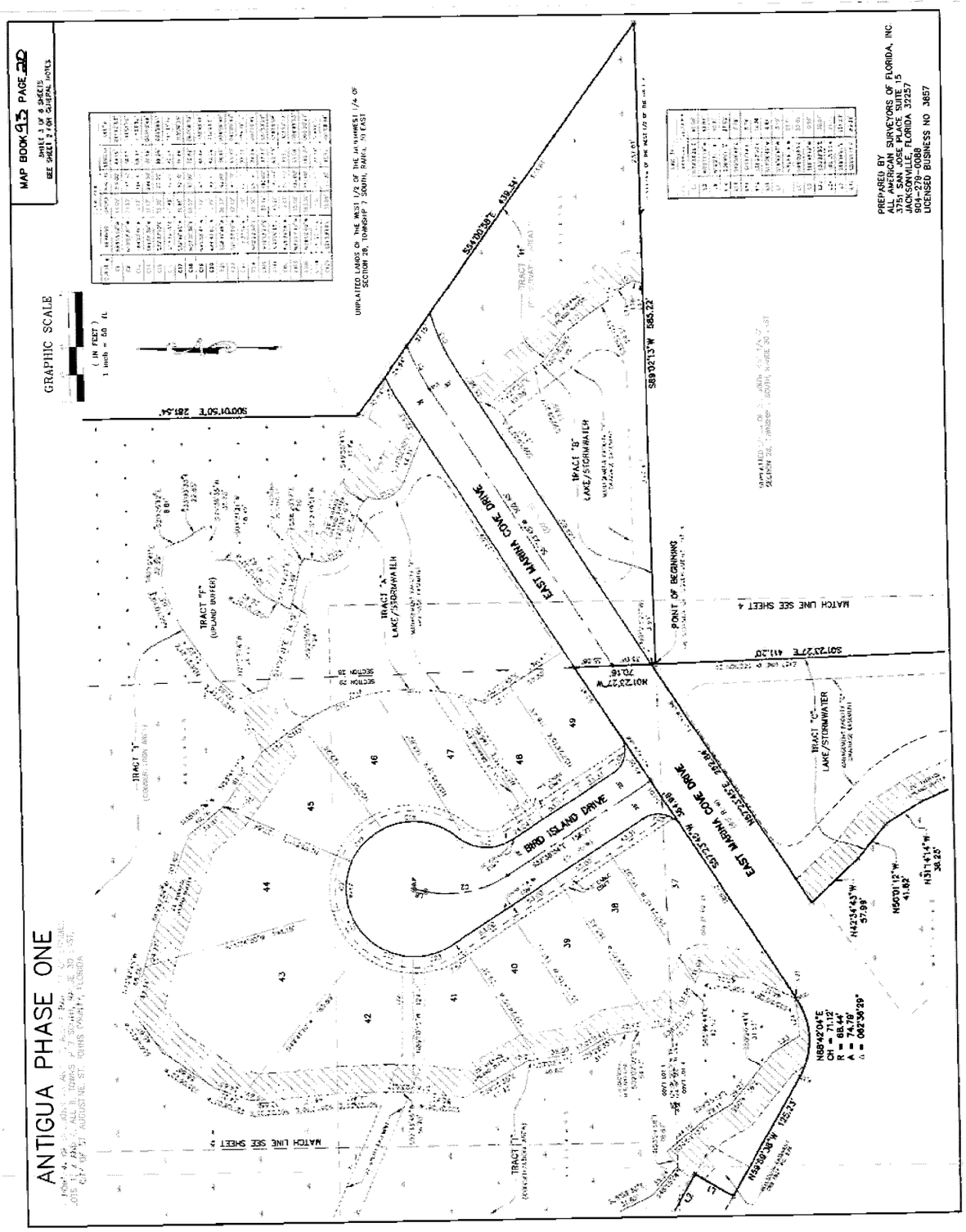
MAP BOOK 93 PAGE 19
SHEET 2 OF 8 SHEETS

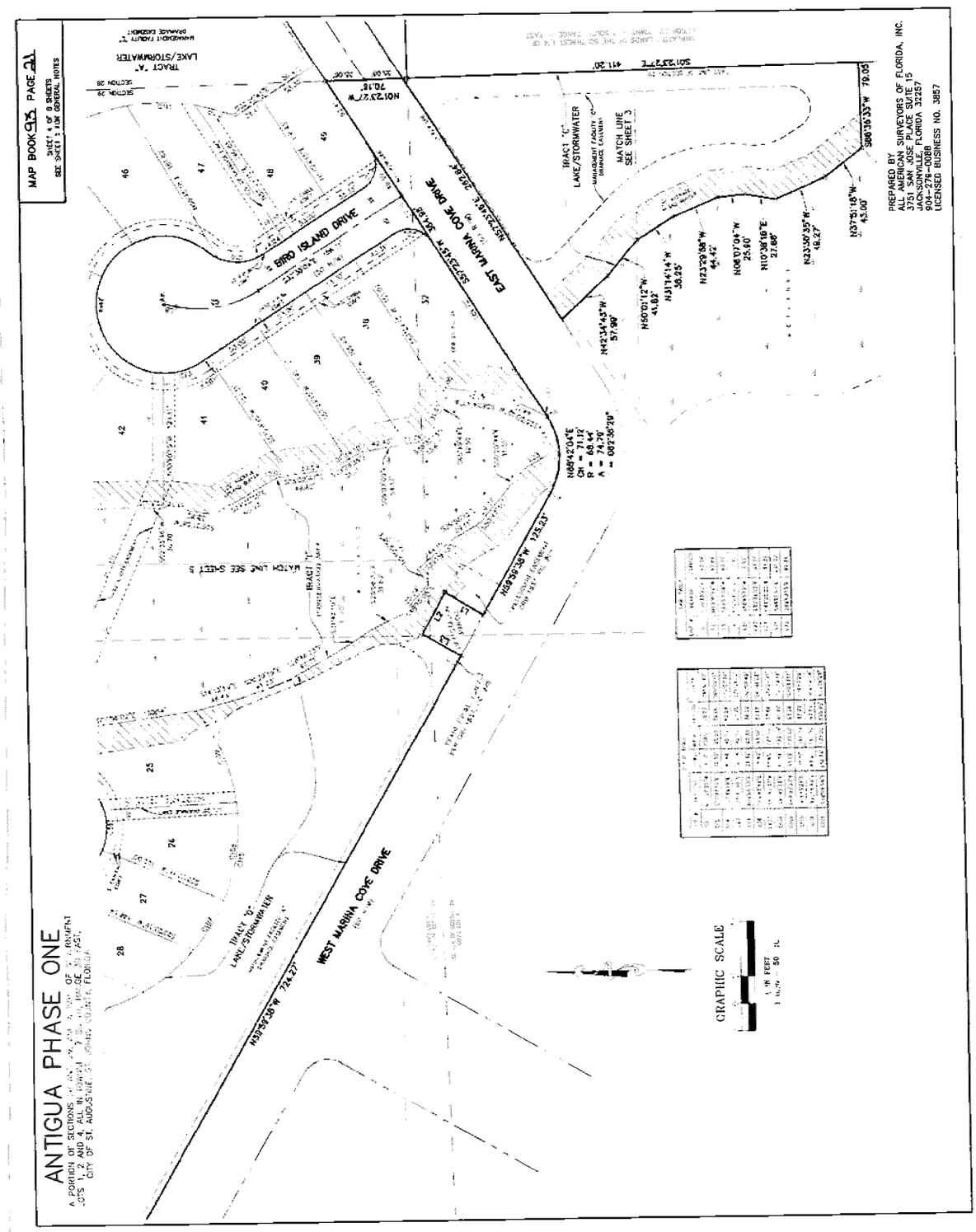


VICINITY MAP
NOT TO SCALE

PC	POINTING	BEARING	DESCRIPTION
1	JB 365....	S0°0926 E	N... CORN... OF S... SEC...
2	2711888.81	S90°0859 09"	S.W. CORNER OF PLAT

PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857


MAP BOOK 43 PAGE 20
SHEET 3 OF 4 SHEETS
SEE SHEET 2 FOR GENERAL NOTES
ANTIGUA PHASE ONE
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft
UNPLATTED LANDS OF THE WEST 1/2 OF THE NW1/4 OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST
EAST MARINA COVE DRIVE
BIRD ISLAND DRIVE
TRACT "A" LAKE/STORMWATER
TRACT "B" LAKE/STORMWATER
TRACT "C" LAKE/STORMWATER
TRACT "E" (UPLAND BUFFER)
TRACT "F" (UPLAND BUFFER)
POINT OF BEGINNING
MATCH LINE SEE SHEET 4
MATCH LINE SEE SHEET 2
S00°01'50"E 281.54'
S89°58'13"W 585.22'
S01°23'37"E 411.20'
N01°23'37"W 70.16'
S89°58'13"W 439.34'
N68°42'04"E
CH = 71.12'
R = 88.44'
A = 74.78'
Δ = 062°36'39"
N42°34'43"W 57.99'
N50°01'12"W 41.82'
N31°41'41"W 36.25'
N89°58'13"W 135.13'
PREPARED BY
AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO 3857

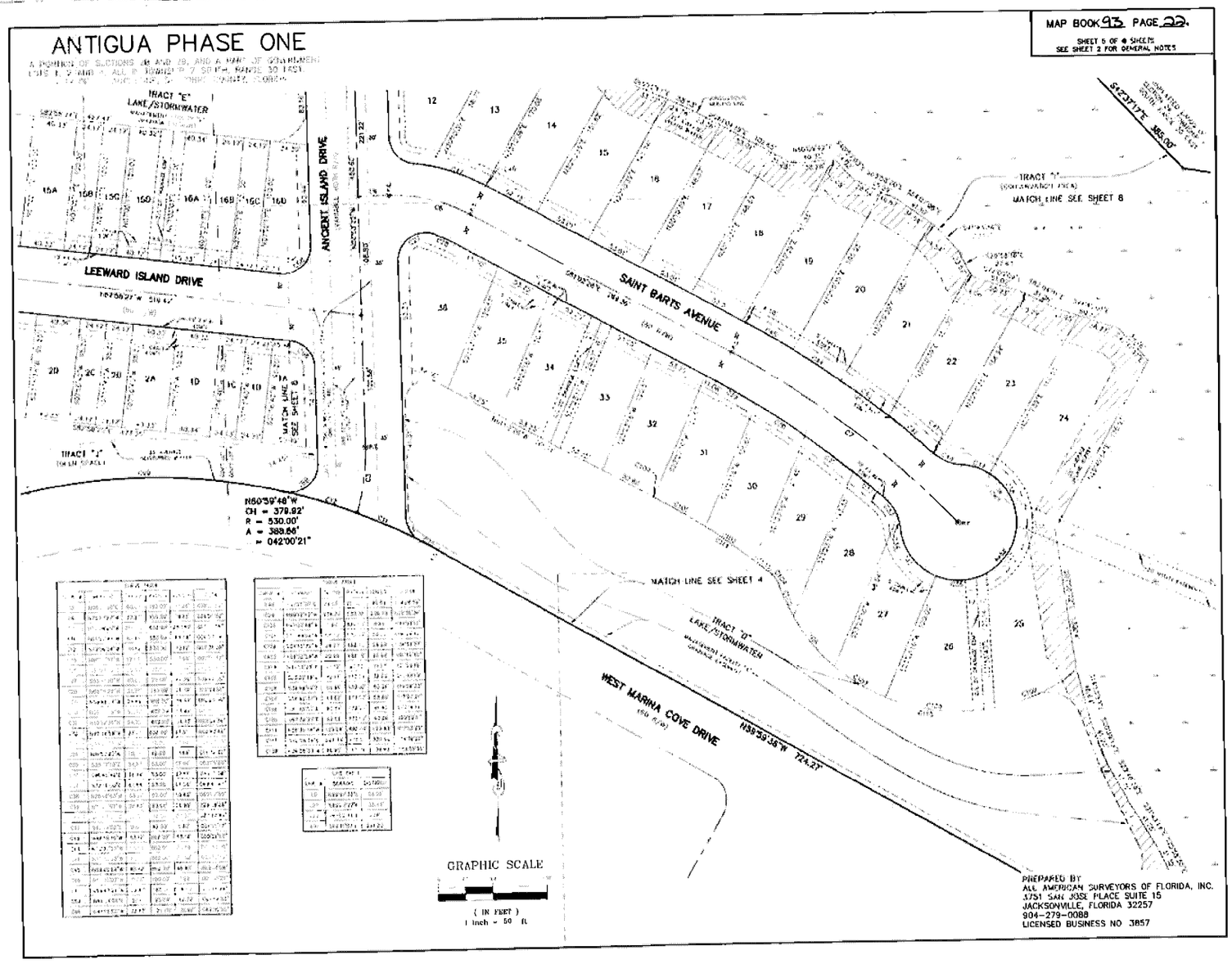

MAP BOOK 93 PAGE 21
SHEET 4 OF 8 SHEETS
SEE SHEET 5 FOR GENERAL NOTES
ANTIGUA PHASE ONE
A PORTION OF SECTIONS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, FLORIDA
PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32207
904-276-0080
LICENSED BUSINESS NO. 3857
TRACT "A"
LAKE/STORMWATER
TRACT "C"
LAKE/STORMWATER
MATCH LINE SEE SHEET 3
BIRD ISLAND DRIVE
EAST LAGUNA COVE DRIVE
WEST MARINA COVE DRIVE
GRAPHIC SCALE
1 IN FEET

MAP BOOK 93 PAGE 22

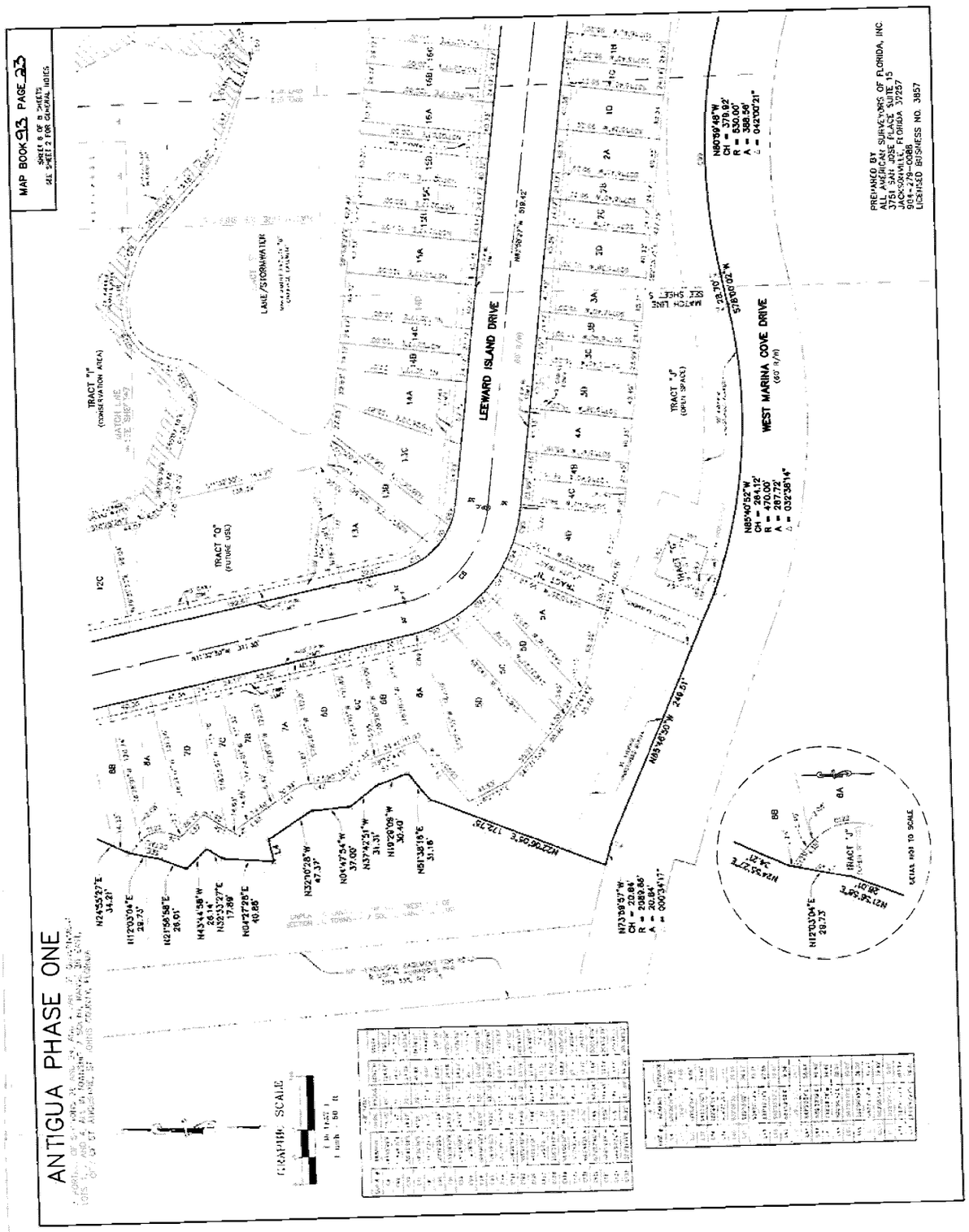
SHEET 5 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 38 AND 39, AND A PART OF GOVERNMENT LOTS 1, 2 AND 3, ALL IN TOWNSHIP 2 SOUTH, RANGE 30 EAST



PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO 3857


MAP BOOK 93 PAGE 23
SHEET 1 OF 2 SHEETS
SEE SHEET 2 FOR GENERAL NOTES
ANTIGUA PHASE ONE
LEEWARD ISLAND DRIVE
WEST MARINA COVE DRIVE
TRACT "I" (CONSERVATION AREA)
TRACT "Q" (FUTURE USE)
TRACT "J" (OPEN SPACE)
LAKE/STORMWATER
MATCH LINE SEE SHEET 2
PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857
GRAPHIC SCALE
1 inch = 80 ft
SCALE NOT TO SCALE

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 26 AND 35, AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 95 PAGE 24

SHEET 7 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

TRIBUTARY TO MATANZAS RIVER

1225'±

FISH ISLAND MARINA, INC. PCL. 1022-01 0000 PARCEL ONE

TRACT "H" (RECREATION AREA)

TRACT "I" (CONSERVATION AREA)

TRACT "P" (OPEN SPACE)

LEEWARD ISLAND DRIVE (60' R/W)

TRACT "J" (CONSERVATION AREA)

TRACT "Q" (FUTURE USE)

TRACT "E" LAKE/STORMWATER MANAGEMENT FACILITY "B" DRAINAGE EASEMENT

MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 8

UNPLATTED LANDS OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 30 EAST

N03°44'08"W 112.42'

S85°28'10"W 99.84'

N10°21'22"E 44.16'

N17°12'59"E 54.12'

N09°13'23"E 39.62'

N54°45'14"E 17.70'

N07°48'52"E 25.95'

N05°43'23"E 49.04'

N24°35'27"E 34.21'

N12°03'04"E 29.73'

N21°56'55"E 26.01'

N63°44'58"W 28.14'

N68°07'12"E 267.4'

DETAIL NOT TO SCALE

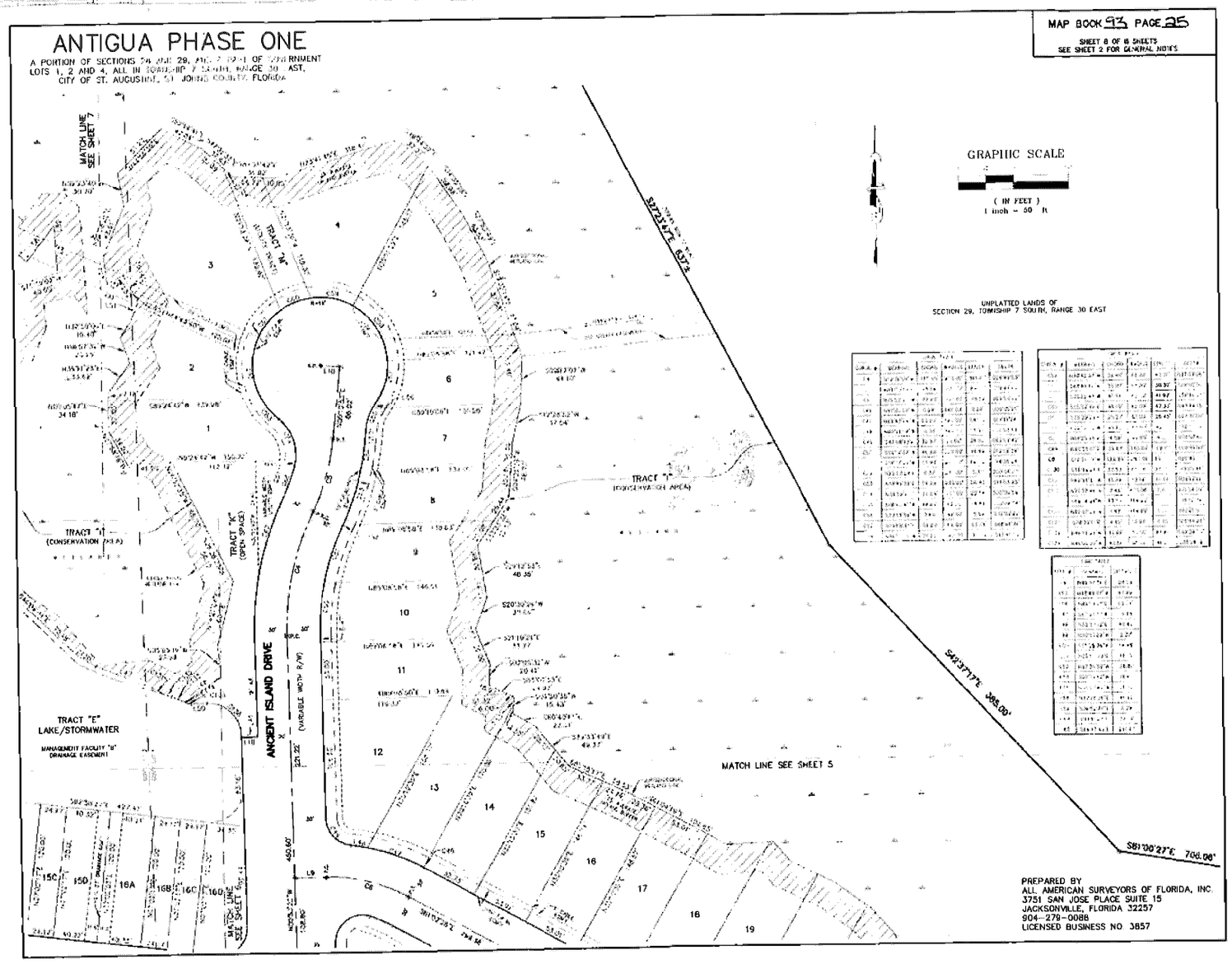
PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-278-0088
LICENSED BUSINESS NO. 3857

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 24 AND 29, AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 25

SHEET 8 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES



PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO 3857

N18000011249

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FLORIDA PROFIT/NON PROFIT CORPORATION
The Islands at Antigua Homeowners Association, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	$70.00

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TALLAHASSEE, FL

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(H18000305020 3)

ARTICLES OF INCORPORATION OF THE ISLANDS AT ANTIGUA HOMEOWNERS ASSOCIATION, INC.,
(a corporation not-for-profit)

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

ARTICLE I.

Corporate Name

The name of the corporation is The Islands at Antigua Homeowners Association, Inc., referred to below as the "Association"

ARTICLE II.

Corporation Not For Profit

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

ARTICLE III.

Principal Place of Business

The initial mailing address of the Association shall be 14701 Philips Highway, Suite 300, Jacksonville, FL 32256. The principal office of the Association shall be located at the mailing address or at any other place as may be subsequently designated by the Board of Directors of the Association.

ARTICLE IV.

Registered Agent

The name and address of the initial registered agent is Robert E. Riva, Jr., whose address is 14701 Philips Highway, Suite 300, Jacksonville, FL 32256and who is appointed the initial registered agent of the Association and who is authorized to accept service of process within this State.

ARTICLE V.

Purpose and Powers of the Association

A. The Association is formed for the following purposes

1. To facilitate and or promote the concerns and interests of the Owners of Lots within the Islands at Antigua subdivision.

2. To own the Common Property of The Islands at Antigua subdivision and to maintain, repair and replace the Common Property and all improvements on the Common Property.

3. To provide for enforcement of the Declaration of Easements, Covenants, Conditions and Restrictions for The Islands at Antigua (herein referred to as the "Declaration") to implement the provisions of the Declaration and subsequent addenda, and from time to time amend the Declaration to further the purposes of the Association.

4. To operate without pecuniary gain or profit, direct or indirect, to itself or to its Members, Directors or Officers.

The Association shall operate maintain and manage the surface water or stormwater management system(s) in a manner consistent with the requirements of St. Johns River Water Management District Permit Application number 56427-18 and applicable District rules and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

5. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

B. The Association shall have the following powers:

(1) To exercise all of the common law and statutory powers of a corporation not- for-profit organized under the laws of the State of Florida which do not conflict with the terms of the Declaration, these Articles or the Bylaws of the Association.

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded in the public records of St Johns County, Florida, and as may be amended from time to time, the Declaration being incorporated by reference as if set forth in its entirety.

(3) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection and all other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of Association.

(4) To manage, operate, maintain and repair all of the common facilities of The Islands at Antigua including but not limited to any entrance sign, storm water retention easements, and other facilities enjoyed in common by the owners of the individual lots located in The Islands at Antigua, as well as all other powers as set forth in the Declaration referenced here.

(5) To purchase insurance on the property of the Association and insurance for the protection of the Association and its Members.

(6) To reconstruct improvements after casualty and make further improvements on the property.

(7) To carry out and to enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto.

(8) To employ personnel to perform the services required for proper operation of the Association.

(9) To acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(10) To borrow money, and with the assent of a majority of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(11) The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE VI.

Membership

Membership Generally: No person except an owner of a Lot or Lots or the Developer as referenced in the Declaration, is entitled to membership in the Association. The duration of membership and the rights and obligations associated with membership shall be in accordance with the terms in the Declaration. All Lot Owners and Developer, regardless of whether Developer is also a Lot Owner, shall be either class A or class B Members of the Association, as provided in this article.

ARTICLE VII.

Voting Rights

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

Section 2. Class B Voting: The class B Members shall be entitled to ten (10) votes for each Lot owned. In addition, until such a time as the class B membership is converted to class A membership, the class B membership shall have a right of veto on all questions coming before the membership for a vote.

(H18000305020 3)

ARTICLE VIII.

BOARD OF DIRECTORS

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

Name	Address
Batey C. McGraw	14701 Philips Highway, Suite 300, Jacksonville, FL 32256
Lindsay Somers	14701 Philips Highway, Suite 300, Jacksonville, FL 32256
Nick Powell	14701 Philips Highway, Suite 300, Jacksonville, FL 32256

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

ARTICLE IX.

Officers

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

ARTICLE X.

Indemnification

Every Director and every Officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed on the person in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or Officer of the Association, or by reason of him or her having served the Association at its request, whether or not he or she is a Director or Officer or Member serving the Association at

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

ARTICLE XI.

Dissolution

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

Section 2. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 62-330.310, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XII.

Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee Florida. The Association shall exist in perpetuity.

ARTICLE XIII.

Amendments

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

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

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

in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that the approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the resolutions must be adopted by not less than 75% of the votes of the entire membership of the Association.

Section 3. Limit on amendments: No amendment shall make any changes in the qualifications for membership, or in the voting rights of Members, without approval in writing by all Members.

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

ARTICLE XIV.

Incorporator

The name and address of the incorporator of these Articles of Incorporation is as follows:

Name	Address
Batey C. McGraw	14701 Philips Highway, Suite 300, Jacksonville, FL 32256

In witness of the above, for the purpose of forming this corporation under the laws of the State of Florida, I have executed these Articles of Incorporation on the 16th day of October 2018.

Batey C. McGraw, Incorporator

STATE OF FLORIDA
COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared Batey C. McGraw, [✓] personally known to me or [__] who produced _____ as identification and who executed the foregoing Articles of Incorporation and acknowledged to me that he executed said Articles freely and voluntarily and for the purposes expressed therein.

WITNESS my hand and seal this 16 day of October 2018.

SHANNON K ELLIS
State of Florida-Notary Public
Commission # GG 236225
My Commission Expires
October 29, 2022

NOTARY PUBLIC

(H18000305020 3)

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the property in complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated this 16 day of Oct., 2018.

Robert E. Riva, Jr., Registered Agent

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared [✓], personally known to me [✓], or who produced _____ as identification and who executed the foregoing Articles of Incorporation and acknowledged to me that he executed said Articles freely and voluntarily and for the purposes expressed therein.

WITNESS my hand and seal this 16 day of October, 2018.

SHANNON K ELLIS
State of Florida-Notary Public
Commission # GG 236225
My Commission Expires
October 29, 2022

NOTARY PUBLIC

BYLAWS
OF
ISLANDS OF ANTIGUA HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Easements, Covenants, Conditions and Restrictions for **ISLANDS OF ANTIGUA** ("Declaration") to be recorded in the public records of St Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the **ISLANDS OF ANTIGUA** Homeowners Association, Inc. ("Association") shall be located at 414 Old Hard Road, Suite 502 Fleming Island, Florida, 32003 or at such other place as may be established by the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

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

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

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer shall be entitled to fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term

of his predecessor in office and thereafter until his successor shall have been elected or appointed, and shall have qualified to sit on the Board.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Members and any Member may nominate himself or herself at any time up to and including at the meeting in which the election is to be held.

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

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

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its discretion officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem necessary. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

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

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

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

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

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

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

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

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

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

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

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

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

VIII. OFFICERS.

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

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

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

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

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

F. The Vice President, or the Vice President(s) so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his

absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

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

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

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

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

IX. COMMITTEES.

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

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

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any Member. The Association shall at all times maintain the Declaration, Articles of Incorporation, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Association shall retain the minutes of all meetings of the Members

and the Board of Directors and all of its budgets and financial records and reports for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

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

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

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

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

XII. PROXIES.

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

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened form time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: **ISLANDS OF ANTIGUA** HOMEOWNERS ASSOCIATION, INC., not for profit, 2017.

XIV. AMENDMENTS.

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

XV. INCONSISTENCIES.

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

Adopted by the Board of Directors of **ISLANDS OF ANTIGUA** HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit effective the ____ day of _____, 2018.