Instr #2020033824 BK: 4934 PG: 1620, Filed & Recorded: 5/1/2020 3:29 PM #Pgs:35
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Dream Finders Homes LLC
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Attn: Robert E. Riva, Jr., Esq., General Counsel

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEACON LAKE TOWNHOMES

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEACON LAKE TOWNHOMES, is made this 30th day of April, 2020, by **DREAM FINDERS HOMES LLC**, a Florida limited liability company, hereinafter referred to as "Builder," who recites and provides:

RECITALS:

A. Builder is the owner of certain residential lots developed by Developer (hereinafter defined) located in St. Johns County, Florida, within the Beacon Lake Townhomes subdivision, as more particularly described on **Exhibit A** attached hereto and incorporated herein (each, a "Lot" and collectively, the "Lots"). Builder desires to maintain the integrity and character of the development plan of the Lots and to assure high quality standards for the enjoyment of the Lots. Builder also anticipates adding additional residential lots to the terms and provisions of this Declaration hereafter from time to time.

B. Builder intends to construct townhomes on the Lots 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 Lots, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. Builder desires to provide for the preservation and enhancement of the Property, and for the maintenance of the Property and the improvements thereon, Builder 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. Builder desires to provide for the efficient management of the Property, in connection therewith Builder 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, and collection and disbursement of the Assessments (hereinafter defined) hereinafter created. To this end, Builder created the Association (hereinafter defined), whose membership shall include the Owners of all or any part of the Property.

DECLARATION

NOW, THEREFORE, Builder 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 Builder.

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, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

(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), as each is further described and defined in Article VII.

(d) "Association" means the Beacon Lake Townhomes Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

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

(f) "Builder" means Dream Finders Homes LLC, a Florida limited liability, its successors, assigns, affiliates or subsidiaries.

(g) "Building" means the structure comprised of a group of townhome dwellings which are attached to each other and share common walls, roofs, and other structures or features.

(h) "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit C** attached hereto and incorporated herein.

(h) "CDD" shall mean the Meadow View at Twin Creeks Community Development District.

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

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

(m) "Developer" means Heartwood 23, LLC, a Florida limited liability company, its successors and assigns, which is the predecessor in title to Builder of the Lots.

(n) "Initial Improvements" means the initial, original construction of Residences, and related improvements and initial landscaping upon the Lots constructed by Builder.

(o) "Lot" means the residential lots more particularly described on Exhibit A attached hereto and incorporated herein.

(p) "Master Declaration" means that certain Declaration for Beacon Lake recorded in Official Records Book 4455, Page 1171 of the public records of St. Johns County, Florida, as amended and

supplemented from time to time.

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

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

(s) "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 Builder.

(t) "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.

(u) "Property" means, collectively, the Lots, Buildings and Residences.

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

(w) "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 and each Owner. This Declaration is intended to create mutual obligations upon each Lot in favor of each and every other Lot, 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 their successors, heirs and assigns.

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

Section 2.3 Additional Lots. Notwithstanding anything to the contrary herein, Builder shall have the absolute and unrestricted right, without approval, consent or joinder of any other person or entity, to add, annex, remove or further encumber any lots now or hereafter acquired by Builder with this Declaration by executing and recording a supplemental declaration or other applicable instruments in the public records of the County.

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 Builder, while Builder 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 Builder) such entity shall be subject to applicable rules and regulations for such entities contained in the Articles and Bylaws.

(b) **Class B**. The Class B Member shall be Builder and shall be entitled to nine (9) 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 Builder, in its sole and absolute 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

EASEMENTS

Section 4.1 **Easements**.

(a) **Blanket Easement**. Builder reserves and grants, as applicable, 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 the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility, conduit and service lines and service systems, utility poles or

equipment, public and private, in or on any Building, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, internet, fiber, electricity, gas (propane or natural) television cable or communication lines and systems. This easement shall in no way affect any other recorded easements on the Property.

(b) **Lot Easement**. Builder reserves and grants, as applicable, for itself, its successors and assigns and the Association a perpetual, nonexclusive easement over, under and across a ten foot (10') strip at the front and rear of each Lot, and a five foot (5') strip at the side of each Lot for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, internet, fiber, drainage, and irrigation lines.

(c) **Cable, Utilities and Internet Easements**. Builder reserves for itself, its successors and assigns, and grants to the CDD and its designees and the Association, a perpetual, nonexclusive easement for the installation, maintenance, and supply of cable, radio, fiber, internet, television and other multimedia or utilities cable and/or conduit over, under and across any Lot, Building or Residence, including, without limitation, the installation of meter boxes, cable boxes or other components (structural or otherwise) required or desirable for the installation, maintenance and/or function of any of the foregoing. 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, provided the Association shall have no obligation to enter into any "bulk rate contract".

(d) **Right to Future Easements.** Builder reserves the right and shall be entitled to reserve, grant and place further easements and restrictions on any Lot while Builder owns any Lot, such additional or future easements shall not unreasonably interfere with the use and enjoyment of a Lot, further, such additional or future easement shall not have significant detrimental effect on any improvements constructed thereon.

(e) **Easement for the Purpose of Maintenance.** It shall be the duty of the Association to manage and maintain (a) the exterior painting on the Buildings, including the outside of exterior doors, patios and balconies, when deemed necessary in the sole and absolute discretion of the Board of Directors; (b) the roof decking and shingles or other roof covering and roof surface materials on the Buildings; (c) a termite bond on each Building and such repairs and treatments as may be necessary to maintain such termite bonds; (d) mowing and maintenance of landscape beds on townhome lots; (e) irrigation repair and maintenance on townhome lots; (f) and exterior maintenance of townhome buildings when deemed necessary by the Association. The Builder, the Association and the CDD, their successors or assigns, as applicable shall have an easement on and over any Lot for purposes of this Section 4.1(e), or such other property which the Builder, Association or CDD is required to maintain.

(f) **Easement for Facilitation of Construction.** The Builder 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 Builder'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, Builder 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 Builder or builder.

(g) **Builder's Rights; Additional Lots**. Builder, 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 Builder; 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 Builder 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 Builder, the Association or the CDD or the grantee of the easement. Builder 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) **Easement for Minor Encroachment**. Builder hereby grants an exclusive perpetual easement for any encroachment of eight (8) inches or less of any Lot line or Residence with any shared walls or other shared structures of Residences located on a Lot.

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

Section 4.3 Additional Easements. The Builder 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 4.4 Easement for Utilities on Lots. Builder reserves for itself, its duly authorized agents, successors and assigns, a perpetual non-exclusive blanket easement throughout the 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, though, or under any of the Lots to provide electrical lines or sewer lines which may begin at a point of service to the outermost portion of a Lot and run through, under or across other Lots to provide service to other townhomes built on other 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 Lots, nor shall it unreasonable interfere with the use of any of the property, except in an emergency.

Section 4.5 Party Walls. Each wall which is built as a part of the original construction of the Residence and Buildings upon the properties and placed on the subdividing line between the Lots, including the shared roof, shall constitute a "Party Wall" and, to the extent not inconsistent with the provisions of this Declaration, the general

rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 4.6 Sharing of Repair and Maintenance. The cost of repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of the wall. The Association shall have no right or obligation to repair or maintain any Party Wall.

Section 4.7 Destruction by Fire of Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the Party Wall, they shall contribute equally to the cost of the restoration.

ARTICLE V

STORM WATER MANAGEMENT SYSTEM

Section 5.1 Swale Maintenance. The Builder 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. Should any Owner fail to maintain the swale located on his or her Lot, the Association or the CDD shall have the right but not the obligation to enter onto such Owner's Lot and perform the necessary maintenance and the expense for such maintenance shall be charged to the Owner. If the maintenance is performed by the CDD, then such expense upon being charged to the Owner's account and shall collectible pursuant to Section 7.1 and 7.6 and shall specifically be subject to imposition of a lien pursuant to 7.6(a).

Section 5.2 Lot Owner Maintenance Responsibility. Certain parts of the Storm Water Management System 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 located on their Lot. Should such Lot Owners fail to maintain those parts of the Storm Water Management System located on their Lot, the Association or the CDD shall be authorized to enter upon such Lots and perform the necessary maintenance. If the maintenance is performed by the Association or the CDD, then such expense upon being charged to the Owner's account shall collectible pursuant to Section 7.4. Regardless of the foregoing, the CDD shall be responsible for the maintenance of the storm water management facilities and unobstructed drainage easements.

ARTICLE VI

UTILITIES

Section 6.1 Water System. The central water supply system provided for the Lots 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 Builder, which consent may be withheld in Builder's sole and absolute discretion.

Section 6.2 Sewage System. The central sewage system provided for the Lot, which shall be used as the sole sewage system for each Lot. No septic tank or drain field shall be allowed on the Lot. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of their respective 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 or the CDD. 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 their respective Lot.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 Annual Assessments. For each Lot within the Property, Builder 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 any real property now or hereafter owned by the Association, 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 any real property now or hereafter owned by the Association, 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 Builder, 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 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 any real property now or hereafter owed by the Association.

Section 7.5 Commencement of Annual Assessments. 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 Builder. 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.

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 all methods available for the enforcement of such liens, including foreclosure by an action brought in 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 any real property now or hereafter owed by the Association nor shall non-use of any real property now or hereafter owed by the Association 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 any real property now or hereafter owed by the Association 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 Builder Property. The Builder 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 Builder 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 Builder. The Development Period shall be defined as the period of time beginning with conveyance of the first Lot to an Owner other than the Builder and Builder and ending on the later to occur of the date that the Builder 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 Builder shall pay Assessments on Lots owned by the Builder and at that time, the Builder 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 Builder owns any Lot (and irrespective of whether the Class B Membership has terminated), Builder 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 Builder for approval. No construction, modification, alteration or improvement of any nature whatsoever, shall be undertaken on any Lot, unless and until the Builder 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 Builder 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 Builder, 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 Builder 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 Builder, as applicable, or is not constructed in strict compliance with any

approval given or deemed given by the ARB or Builder, 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 Builder 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 Builder to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the right of the Association or the Builder 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, Builder 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 Builder, 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 Builder 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 Builder 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 Builder, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Builder 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 Builder 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. Builder 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 Builder 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. Builder 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 Builder'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 Builder 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 Builder 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 any real property now or hereafter owed by the Association so as to be detrimental to any other Lot in the vicinity thereof or to its occupants, or to t any real property now or hereafter owed by the Association. 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, the CDD 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; Flags**. 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, any real property now or hereafter owed by the Association, 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, Builder, and those persons or entities specifically designated by Builder, shall be permitted to post and display advertising signs on the Property for the marketing, sale or rental of Lots. In addition, each Owner shall have the right to display in or on their Lot and/or Residence an approximately 3' by 5' American flag as well as any other approximately 3' by 5' flag with the insignia, symbol or logo, as applicable, of (i) any United States military branch or military veterans' organization, or (ii) any state, federal or local law enforcement agency or department, fire department, or other civil service agency. The foregoing sentence shall not be deemed to be a limitation of any other type of flag or an exclusive listing of flags or other banners that may be displayed, subject to the applicable provisions set forth in this Declaration.

(h) **Parking**. All vehicles shall be parked and stored within the garages or paved driveways on a Lot. The number of vehicles parked in a driveway may not exceed the number of garage doors for that home (i.e., 1 Car Garage Door = 1 Car parked in Driveway, 2 Car Garage Door = Maximum 2 Cars parked in Driveway, and 3 Car Garage Door = Maximum 3 Cars parked in Driveway). 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 or the CDD. No parking is allowed on the street rights-of-way.

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

(j) **Clotheslines**. Subject to Section 163.04, Florida Statutes, no clotheslines or other clothes-drying facility shall be permitted on the where it would be visible from the ground level of any Lot or roadway.

(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 Builder. Further, any antennas, satellite dishes or other similar devices approved by the ARB or the Builder 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 Builder 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 Builder.

(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 Builder or the ARB. All mailboxes shall be approved by the Builder 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) Without limiting the generality of Section 4.1(c), 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. 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 CDD, 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 BUILDER, THE CDD 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 CDD 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, any real property now or hereafter owed by the Association, 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 any real property now or hereafter owed by the Association 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 provided in Section 720.305 Florida Statues and 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 Association-Owned Property**. The Board of Directors shall obtain liability insurance on any real property owned now or hereafter by the Association, if any, and, the Association may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:

(i) Hazard insurance on the real property owned by the Association 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 such real 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 any real property owned by the Association y 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 Board of Directors or other Owners. The Board 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 neither the CDD nor 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.

(c) **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.

(d) **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) Future Common Property. As of the date of this Declaration, the Association does not own fee simple title to any "common area" real estate. In the event of damage to or destruction of all or any of improvements on any real property now or hereafter owned by the Association, if any, as a result of fire or other casualty, the Association may in its discretion arrange for repair and restoration of such damaged improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Association and the ARB.

(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 (collectively, the "Association Documents"), the provisions hereof shall not be construed to mean that the Builder 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 Builder 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 Builder 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 Builder arising from or connected with any manner for which the liability of the Association or Builder has been limited in this Article.

Section 11.4 Release as to use of Surface Water or Stormwater Systems. The Builder, the Association nor the CDD 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 Builder, the Association and the CDD from any liability in connection with any usage of the surface water or Storm Water Management System.

NEITHER THE CDD, THE BUILDER OR THE ASSOCIATION, 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 Builder, 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 any real property now or hereafter owed by the Association 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 Builder (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. The CDD, 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 Builder, 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 effect 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 Builder is an Owner of any Lot, no amendment shall become effective without the prior written consent of Builder, which consent may be withheld in Builder's sole and absolute discretion.

(b) Builder 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 Builder deems necessary and convenient.

(c) Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition must have prior approval of the SJRWMD and the CDD.

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 the restrictions in this Declaration conflict with the

restrictions in the Master Declaration, any existing County Building Code Ordinance and/or jurisdictional obligation, the more restrictive shall apply.

Section 12.13 Note to Title Examiner and Owners. Builder did not develop the Lots but was required to prepare this Declaration, notwithstanding, for purposes of establishing a declaration of covenants applicable only to the Lots as acquired by Builder from Developer from time to time. By taking title to a Lot, each Owner expressly acknowledges that Builder did not construct or develop any amenities, Lots, common areas or other features of the community referenced in the Master Declaration, and that unless specifically set forth in the Master Declaration, Builder has no obligations with respect to the construction, development, maintenance, warranty, installation or repair of any of the foregoing.

Section 12.14 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 Builder. The provisions of this Section 12.14 shall not preclude the Builder from including in any deed, agreement or contract additional covenants, conditions and restrictions.

Section 12.15 Existing Property. The Property which initially is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration consists of that Lots described in the Recitals above and as further attached hereto on **Exhibit A**, which is by reference incorporated herein.

Section 12.16 Consent to Owner Dispute Resolution. Notwithstanding anything to the contrary herein, Builder agrees on behalf of itself and the Association, that the Association unconditionally expressly agrees and consents in all respects to be bound by and follow any dispute resolution provision (including, without limitation, any arbitration provision) set forth in an Owner's sales contract with Builder, or any other entity that constructs a Residence, in the event the Association elects, on behalf of one or more Owners, to bring any claim against Builder, Builder or any other entity relating one or more Buildings, Lots or Residences (including, without limitation, any alleged construction defect matter).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Builder has executed this Declaration of Easements, Covenants, Conditions and Restrictions for Beacon Lake Townhomes as of the date first indicated above.

Signed, sealed and delivered in the presence of:

First Witness

Pam Bowser
Print Name

Second Witness

Deidra M. Hall
Print Name

DREAM FINDERS HOMES LLC,
a Florida limited liability company

By:
Name: ROBERT E. RIVA, JR.
Title: GENERAL COUNSEL AND VP

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this 1st day of May, 2020 by Robert E. Riva, Jr., as General Counsel and Vice President of Dream Finders Homes LLC, a Florida limited liability company, on behalf of the company, [__] who is personally known to me or [X] who has produced a driver's license as identification.

DEIDRA M. HALL
Commission # GG 096450
Expires April 25, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida
Name: Deidra M. Hall

My Commission Expires 4/25/2021
My Commission Number is: GG096450

[Signatures continue on the following page]

This Declaration is hereby acknowledged, consented and agreed to, as applicable, including without limitation, Article IX and Section 12.16, by the undersigned:

Signed, sealed and delivered in the presence of:

First Witness

PATRICK METCALF
Print Name

Second Witness

Chad Signon
Print Name

BEACON LAKE TOWNHOME OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By:
Name: ELLIS LANCASTER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this 1st day of May, 2020 by Ellis Lancaster, as Vice President of Beacon Lake Townhome Owners Association, Inc. a Florida not-for-profit corporation, on behalf of the company, [X] who is personally known to me or [__] who has produced a driver's license as identification.

Notary Public State of Florida
Robert Edmund Riva Jr.
My Commission GG 079005
Expires 03/02/2021

Notary Public, State of Florida
Name: ROBERT E. RIVA, SR.

My Commission Expires 3/2/21
My Commission Number is: GG 079005

EXHIBIT A

Lots

Lots 1 through 12, inclusive, and lots 69 through 94, inclusive, of BEACON LAKE TOWNHOMES, according to the Plat thereof recorded in Plat Book 99, Page 22, of the Public Records of St. Johns County, Florida

EXHIBIT B

Articles of Incorporation – Beacon Lake Townhome Owners Association, Inc.

[See attached]

Electronic Articles of Incorporation For

BEACON LAKE TOWNHOME OWNERS ASSOCIATION, INC.

N19000011146
FILED
October 21, 2019
Sec. Of State
tscott

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

Article I

The name of the corporation is:

BEACON LAKE TOWNHOME OWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

414 OLD HARD ROAD
SUITE 502
FLEMING ISLAND, FL. US 32003

The mailing address of the corporation is:

414 OLD HARD ROAD
SUITE 502
FLEMING ISLAND, FL. US 32003

Article III

The specific purpose for which this corporation is organized is:

THE COMPANY'S BUSINESS PURPOSE IS THE OPERATION OF COMMON AREAS & AMENITIES WITHIN THE NAMED COMMUNITY OR SUBDIVISION ON BEHALF OF ITS PROPERTY OWNERS. FUNDING PROVIDED BY AUTHORIZED ASSESSMENTS SUBJECT TO LIEN ENFORCEMENT.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

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

FLORIDIAN PROPERTY MANAGEMENT, LLC
414 OLD HARD ROAD
SUITE 502
FLEMING ISLAND, FL. 32003

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

Registered Agent Signature: S/ WILLIAM KYLE MEAGHER, ITS PRESIDENT

N19000011146
FILED
October 21, 2019
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

WILLIAM KYLE MEAGHER
414 OLD HARD ROAD
SUITE 502
FLEMING ISLAND, FL 32003-3411

Electronic Signature of Incorporator: S/ WILLIAM KYLE MEAGHER

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

Article VII

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

Title: P
BATEY MCGRAW
414 OLD HARD ROAD - SUITE 502
FLEMING ISLAND, FL. 32003 US

Title: VP
ELLIS LANCASTER
414 OLD HARD ROAD - SUITE 502
FLEMING ISLAND, FL. 32003 US

Title: S,T
CHAD SIGMON
414 OLD HARD ROAD - SUITE 502
FLEMING ISLAND, FL. 32003 US

Article VIII

The effective date for this corporation shall be:

10/21/2019

EXHIBIT C

Bylaws – Beacon Lake Townhome Owners Association, Inc.

BYLAWS
OF
BEACON LAKE TOWNHOME OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Easements, Covenants, Conditions and Restrictions for Beacon Lake Townhomes ("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 Beacon Lake Townhome Owners 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: Beacon Lake Townhome Owners Association, Inc., not for profit, 2020.

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 Beacon Lake Townhome Owners Association, Inc., a Florida corporation not-for-profit effective the 29th day of April, 2020.