Prepared by and returned to:
Richard G. Hathaway, P.A.
7077 Bonneval Rd., Ste. 200
Jacksonville, FL 32216

Recorded in Public Records St. Johns County, FL
Clerk# 96004642 O.R. 1154 PG 428 02:31PM 02/08/96
Recording $161.00 Srcharge $20.50

AMENDMENT TO AND RESTATEMENT OF DECLARATION

This **Amendment to and Restatement of Declaration** is made January 29, 1996, by **Cordele Properties, Inc.**, a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259.

RECITALS:

A. Cordele Properties, Inc. ("Developer") is the developer of certain real property located in St. Johns County, Florida, known as Cimarrone Golf & Country Club;

B. Pursuant to Declaration of Covenants & Restrictions for Cimarrone Golf and Country Club, dated February 9, 1989, as recorded in Official Records Book 811, Page 0995, St. Johns County, Florida current public records (the "Declaration"), the Developer submitted certain real property within the Cimarrone Golf & Country Club to the terms, provisions, easements and other conditions of the Declaration;

C. Pursuant to Section 11.3(a) of the Declaration, Developer is entitled and empowered to amend the Declaration on its own motion until control of the Association is passed to Members other than the Developer;

D. Control of the Association has not so passed, and the Developer on its own motion has approved the following amendment and restatement of the Declaration;

NOW, THEREFORE, THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF AND COUNTRY CLUB IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY AS FOLLOWS:

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CIMARRONE GOLF & COUNTRY CLUB is made by Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259 ("Developer"), effective as of February 9, 1989.

ARTICLE I
INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the original owner of that certain real property known as CIMARRONE GOLF & COUNTRY CLUB, UNIT ONE, located in St. Johns County, Florida, and more particularly described on Exhibit "A" attached hereto (the "Property"). Developer intends to develop the Property (and any Additional Lands submitted later by Supplemental Declaration as provided hereinafter) and adjacent lands as a residential golf and country club community consisting of one or more subdivisions and recreational facilities, all of which shall be developed and maintained as part of a planned residential development. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property.

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

1.1 "Additional Lands" means the lands in St. Johns County, Florida, described on Exhibit "B" attached to this Declaration, all or part of which may, in Developer's sole discretion, be added to the Property by Supplemental Declaration, and which Additional Lands added shall then be included in the term "Property" and subject to the terms of this Declaration.

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

1.3 "Association" means Cimarrone Property Owners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.4 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

1.5 "Cimarrone PUD" means the overall development contemplated by the Developer from time to time of those lands described in the PUD Ordinance which as currently constituted, contemplates the inclusion of 593 Residential Units within the Property and Additional Lands.

1.6 "Club" means the Cimarrone Golf & Country Club, a country club with golf course, cart paths, club facilities with snack bar and lounge, golf pro shop, and all other personal property, equipment, improvements and related recreational facilities which may be constructed on the property from time to time designated by the Developer to be a portion of the Club (collectively the "Club Property").

1.7 "Club Charges" means all dues, fees, rentals, food and beverage costs and other items charged to a Member by the Club for the operation and maintenance of the Club Property and the use of the Club Property by the Owner, his family, tenants or guests, or for the purchase of services or goods provided or sold in connection with the use of the Club Property.

1.8 "Club Documents" means the Articles of Incorporation and Bylaws of the Association and any applicable rules and regulations, as amended from time to time.

1.9 "Club Dues" means the periodic dues charged to Club Members for the operation and maintenance of the Club Property and is included in the definition of Club Charges.

1.10 "Club Members" means the Persons entitled to membership in the Club as provided in the Club Documents.

1.11 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall not include any Lot or any part of the Club or the Club Property.

1.12 "Common Roads" means the roads located within the Common Areas.

1.13 "Declaration" means this Declaration of Covenants and Restrictions for Cimarrone Golf & Country Club applicable to the Property, and any amendments or Supplemental Declarations filed as provided herein.

1.14 "Developer" means Cordele Properties, Inc., a Florida corporation, whose address is 2690 Cimarrone Boulevard, Jacksonville, Florida 32259, its successors and assigns of the rights and obligations of the developer under the PUD Ordinance with respect to the entire Cimarrone PUD, and all other Persons who acquire all or substantially all the undeveloped lands within the Cimarrone PUD for the purpose of development of the Cimarrone PUD or completion of the Work.

1.15 "Lakefront Lots" means all Lots adjacent to, having common boundaries with or containing within the Lot lines, a portion of a lake within the Property.

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

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

1.18 "Lot" means any plot of land shown on any recorded subdivision plat of all or a part of the Property, which is designated or intended thereon as a residential lot, excluding any separately designated parcels intended for use as Common Areas or for utilities or drainage uses, or dedicated to public use.

1.19 "Member" means any person entitled to membership in the Association as provided in this Declaration and/or the Association's Articles and Bylaws.

1.20 "Mortgage" means any mortgage or other instrument validly creating a lien upon any Lot as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

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

1.22 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot or Residential Unit, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer and Subdivision Developers are Owners as to each Lot or Residential Unit owned by the Developer or the Subdivision Developer, and as to each Permissible Residential Unit which they have the right to develop.

1.23 "Permissible Residential Unit" means a proposed Residential Unit that has been approved for development within a portion of the Property by St. Johns County, Florida, in connection with its preliminary plat approval process, or, prior to such governmental approval, approval issued by the Developer to a Subdivision Developer in writing. The term "Permissible Residential Unit" refers to the total number of proposed Residential Units that have been so approved with respect to a portion of the Property.

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

1.25 "Plat" means the Plat of Cimarrone Golf & Country Club, Unit One, according to Plat thereof recorded in Map Book 23, Page 6 through 14, of the

current public records of St. Johns County, Florida, and any replats or amendments thereto, and any other plat of all or a portion of the Property.

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

1.27 "PUD Ordinance" means St. Johns County ordinance 87-48, as amended from time to time.

1.28 "Residential Unit" means any substantially completed residential dwelling constructed or to be constructed on any Lot within the Property and intended for use as a single family dwelling unit, including any single family detached or attached house, garden home, patio home, or townhouse unit, but excluding any form of multi-family dwelling units.

1.29 "Rules and Regulations" means any rules and regulations regarding the property duly adopted by the Association in accordance with the Legal Documents.

1.30 "Subdivision Developer" means any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer (excluding Persons named as Mortgagees in documents securing obligations of Developer) that acquires part of the Property or the Additional Lands from the Developer for the purpose of developing such property as a residential community, including by way of example, the Person identified as the "developer" or "declarant" on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development.

1.31 "Supplemental Declaration" means any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Developer extending the provisions of this Declaration to Additional Lands.

1.32 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, and community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Residential Units, except when constructed by Developer or by a Subdivision Developer in conformance with plans and specifications approved by Developer and any applicable governmental agencies. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.33 "Unassigned Developer Residential Units" means the maximum number of Residential Units or Lots permitted from time to time by the PUD Ordinance within the Cimarrone PUD (whether or not construction of such Residential Units has been commenced or completed or whether or not such Lots have been sold), less the number of Permissible Residential Units or Lots with reference to which Developer has specifically assigned or conveyed its development rights to a

Subdivision Developer and less the number of Lots Developer has conveyed to Owners other than Subdivision Developers.

1.34 "Utility System" means the pipes, sewer mains, collectors, conduits, lines, lift station, pumping station, and facilities used in connection with the water supply and sewage disposal services for the Property.

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

ARTICLE II
PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas and the facilities located thereon, at such time as the construction of such common areas and facilities is complete. The initial Common Areas and facilities to be owned by the Association shall include the Common Roads, and the entrance landscaping, signage and fencing.

The Developer, or its successors or assigns, shall convey or cause to be conveyed to the Association or a public utility, title to the Utility System, not later than the first of the following events to occur: (a) the sale and conveyance of seventy five percent (75%) of the total number of Lots within the Cimarrone PUD to Owners other than Developer or Subdivision Developers; or (b) seven (7) years after the original recording of the Declaration by Developer (i.e. the original recording date was February 9, 1989), if within such seven (7) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (c) February 9, 2005.

The conveyance to the Association shall be subject to taxes for the year of conveyance, restrictions, conditions, easements and limitations of record, and easements for drainage and public utilities. Every owner's obligation to pay Association Assessments shall commence upon the closing of the purchase of a Lot. Every Owner and the lawful occupant of any Residential Unit within the Property shall have a nonexclusive right and easement of enjoyment in and to the Common Areas

that are appurtenant to, and passes with, the title to every Lot and Residential Unit, subject to the easements and other property rights granted or reserved herein, to the provisions of the Legal Documents and to the following:

(a) Assessments. The right of the Association to charge assessments and other fees for the operation of the Association, maintenance of the Common Areas and other purposes set forth herein.

(b) Suspension. The right of the Association: (i) to assess fines and to suspend any Owner's and his lessee's right to vote or use any Common Area, recreational facility, or property owned or controlled by the Association for any period during which any assessment against such Owner's Lot or Residential Unit remains unpaid without waiver or discharge of the Owner's obligation to pay the amount due; and (ii) to suspend any Owner's and his lessee's right to the use of any such Common Area or recreational facility for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's Bylaws or Rules and Regulations; provided however, that the Association may not deny an Owner's right of ingress and egress to and from his Lot.

(c) Dedication-Mortgage. The right of the Association to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed by the Members of the Association. The dedication, transfer or mortgage of Association's Common Areas must be approved by at least two-thirds (2/3rds) of each class of those Members present in person or by proxy and voting at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association. Provided, however, the Utility System and lands upon which are located lift stations, pumping stations and similar facilities, may be conveyed to a public utility by the Board of Directors, without the approval of the Owners. Further, any dedication, transfer or mortgage of any Common Areas shall be subject to easements for ingress or egress previously granted to an Owner or required by an Owner for access to a Residential Unit.

(d) Rules and Regulations. The right of the Association to adopt, amend, rescind, and enforce reasonable Rules and Regulations governing the use of the Lots, the Common Areas, and the personal conduct of the Members and their quests thereon, as provided herein.

(e) Plat. All matters shown on any plat of all or part of the Property or the Cimarrone PUD.

(f) Easements. The right of the Developer and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including drainage and utility easements, the right of the Developer or the Club to grant and reserve easements and rights-of-way through, over, under and across the Club Property, including drainage and utility easements, and the right of the Developer, the Association or the Club to acquire, extend, terminate or abandon easements.

(g) Requirements of Law. The provisions of applicable Laws, governmental rules and regulations, and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property or the Cimarrone PUD.

The Owners' rights and easements are limited to using the Common Areas and Common Roads for their intended purposes in a reasonable manner, and with respect to any particular use or activity, are limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

2.2 Roadway and Traffic Easements and Regulations. Developer hereby grants to the Owners, the lawful occupants of any Residential Unit, the Club Members, the family members, employees, guests, invitees and licensees of any of the foregoing, lawful delivery and pickup personnel, emergency medical and fire protection personnel, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property, holders of mortgage loans on the Property or any part thereof, and such other persons as Developer may from time to time designate, the non-exclusive, perpetual right of ingress and egress to, from, in, and across all roadways shown on the Plat, subject to the right of the Developer, its successors, assigns, authorized agents or designees, to install, erect, construct and maintain electric, water, sewer and other utility and drainage lines and facilities in such roadways. Developer reserves to itself and the Association the absolute and unrestricted right to limit, restrict or deny the ingress of any party who, in its sole discretion, does not belong or have business on the Property or who may create or participate in a disturbance or nuisance on any part of the Property or be otherwise undesirable, through use of a controlled or guarded entranceway or through such other means and upon such terms and conditions as Developer or the Association may reasonably determine. Developer further reserves to itself and the Association the right, but not the obligation, to control and regulate all types of vehicular traffic and parking on all or any part of the Common Roads or Areas, and to require the removal of any shrub, bush, fence, wall, tree or other item of any sort which might, in the Developer's or the Association's sole discretion, impair or obstruct a motorist's vision on any of the Common Roads. Developer or the Association shall have the right to enforce claims for damage against any Owner responsible for damages to any Common Roads or Areas.

2.3 General Easements. All Lots are subject to perpetual easements for the drainage of ground and surface waters in the manner established by Developer or a Subdivision Developer as part of the Work. In addition to the easements shown on any Plat, each Lot shall be subject to perpetual drainage easements three (3) feet wide along each side and rear Lot line for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities, except any Lots on which there is constructed, or intended to be constructed, a Residential Unit without side or rear lot set-back lines. Drainage flows shall not be altered, diverted or obstructed in any way without the prior written consent of the Developer.

2.4 Lake Related Easements. The Developer, the Association, and their authorized agents and assigns, are hereby granted, perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property or Club Property that are a part of the master drainage plan for the Cimarrone PUD for use and maintenance as an outfall for storm drainage waters. Each

Lakefront Lot is subject to an easement to the Developer, the Association, and their authorized agents and assigns, from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems. The Developer, the Association, and their authorized agents and assigns, shall have perpetual easements across each Lakefront Lot and the Club Property for ingress and egress to and from such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on a Plat, or by Law. A Lot Owner shall not construct any wall or fence of any sort along the lakefront which would prohibit or impair access to the lake for any purpose set forth herein.

2.5 Subdivision Boundary Fence. As part of the Work, the Developer or a Subdivision Developer may construct a privacy fence across some of the Lots to separate the portions of the Property from other portions of the Property or adjacent lands (the "Subdivision Boundary Fence"). If the provisions of this Declaration are extended to the Additional Lands as provided herein, Developer or a Subdivision Developer may construct a similar Subdivision Boundary Fence on some of the Lots to be platted in subsequent phases. All Lots upon which portions of the Subdivision Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Subdivision Boundary Fence, not to exceed three (3) feet in width as measured from the Lot line. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Subdivision Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Owner fails to properly maintain the Subdivision Boundary Fence as hereinafter provided.

2.6 Golf Easement. Developer hereby reserves to itself, its nominees, designees, successors and assigns, an easement over the Property for the purpose of doing any and every act or thing necessary and proper in connection with the playing of golf on the Club Property and maintaining the Club Property. These acts include, without limitation, the recovery of golf balls over and upon the Property, including any Lot, the use of necessary and usual equipment upon such golf course, and the noise level associated therewith, together with all normal and usual activities associated with playing golf and maintaining and operating a golf course and club. Developer shall not be responsible for and shall have no liability in connection with any damage to the Property, including any Lot or Residential Unit, or injury to any person or personal property which may result from or in connection with the use of the golf easement granted herein by any Person.

2.7 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on Plats. The Developer or Subdivision Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water, cable television and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or

other equipment or facilities placed on, over or under the easement area. The Developer, or its authorized agents, grantees or designees, may charge the Association, the Club, and/or the Owners a reasonable fee for the utility services provided via the equipment and facilities installed. If any Owner constructs any improvements on such easement areas or landscapes such areas, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Subdivision Developer, the Association or the grantee of the easement. Developer reserves the right for itself and the Subdivision Developers to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots owned by Developer or the Subdivision Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Areas.

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

2.9 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Rules and Regulations.

2.10 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot or Residential Unit passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot or Residential Unit shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

2.11 Platting and Subdivision Restrictions. Developer or a Subdivision Developer may from time to time, plat or replat all or any part of the Property or the Additional Lands owned by Developer or the Subdivision Developer, and may establish additional covenants and restrictions and amendments thereto with respect to any such lands owned by the Developer or the Subdivision Developer, provided that no such additional covenants and restrictions or amendments thereto shall be construed to lessen the standards established by this Declaration or to impair the enforcement of the provisions hereof.

ARTICLE III
USE RESTRICTIONS

3.1 Residential Use. Lots and Residential Units shall be used for residential purposes only, and no trade, business, profession, or enterprise of any kind may be

conducted in, on, or from any Lot, subject to the rights of the Developer to maintain facilities on the Property for sales, promotional or other Developer-related activities, the right to operate the Club, and the rights herein reserved to Developer and the Subdivision Developers to complete the Work. The renting or leasing of Residential Units for non-transient residential purposes as permitted herein shall not constitute a trade or business.

3.2 Construction Standards. Lots may only be improved by the construction, or reconstruction of a Residential Unit in accordance with plans and specifications for such Residential Unit and landscaping plans approved in writing by the A.R.C. in accordance with the terms and procedures described in the Cimarrone Architectural Guidelines and Policies, as amended from time to time and in Article VIII hereof. For Cimarrone Golf & County Club, Unit 1, each one-story Residential Unit shall contain a minimum of 2,000 square feet of heated and air conditioned enclosed living area, and each two-story Residential Unit shall contain a minimum of 2,400 square feet of enclosed living area, of which at least 1,600 square feet shall be on the first floor, unless otherwise approved in writing by the A.R.C., which approval may be arbitrarily granted or withheld. For Arrowhead Point at Cimarrone, each Residential Unit shall contain a minimum of 1,450 square feet of heated and air conditioned enclosed living area, unless otherwise approved in writing by the A.R.C., which approval may be arbitrarily granted or withheld. For any Additional Lands submitted to this Declaration by a Supplemental Declaration or amendment hereto, the minimum heated and air conditioned enclosed living area shall be as designated by Developer as set forth in the Supplemental Declaration. No Residential Unit shall be more than two (2) stories in height unless otherwise approved in writing by the A.R.C. Approval or denial of any matter by the A.R.C. may be granted or withheld in the A.R.C.'s sole discretion.

3.3 Completion of Commenced Construction. When the construction of any approved Residential Unit has been commenced, work thereon shall be prosecuted diligently and continuously until full completion. The main residence and all related structures shown on the plans and specifications approved under Article VIII hereof must be completed within nine (9) months after the start, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities, or unless the Board otherwise specifically permits in writing. All construction vehicles, including those delivering materials and supplies (except trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway, and shall not park at any time on the street or upon any portion of the Property other than the Lot on which this construction is proceeding.

3.4 Alterations, Modifications and Maintenance of Exteriors. An Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior of his Residential Unit nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, without the prior written approval of the A.R.C., except that an Owner shall maintain, repair and replace the exterior of his Residential Unit and Lot with materials of the same style and of equal or greater quality as originally constructed.

3.5 Other Structures. No shed, shack, detached outbuilding, trailer, tent, tank, storage building or other temporary or movable building or structure of any kind, whether similar or dissimilar to the foregoing (except for rental party tents

which may remain on a Lot for a period up to forty eight (48) hours) shall be erected or permitted to remain on any Lot without the approval of the A.R.C. No pet house, play house, tree house, swing set, playground, above ground storage of wood, construction materials or other items shall be placed or permitted to remain on any Lot in any area visible from the street or another Lot, without the prior approval of the A.R.C. No picnic areas shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon. However, this paragraph shall not prevent the use of temporary buildings in connection with and during the period of actual construction of the main Residential Unit and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

3.6 Landscaping. All landscaping plans, together with a complete plant list specifying plant sizes, must be submitted to and approved by the A.R.C. in accordance with the terms of the Cimarrone Architectural Guidelines and Policies as amended from time to time. All landscape plans must include a sprinkler system. Prior to substantial completion of construction of a Residential Unit on a Lot, no living trees measuring four (4) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C., unless located within five (5) feet of the approved building site of the Residential Unit or within its driveway, and following substantial completion, without the written approval of the A.R.C. Any Person removing trees in violation of this covenant shall pay to the Developer or the Association (following transfer of control of the Board of Directors from Developer) a stipulated liquidated damage sum of $20.00 per inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of $2,000 for any Lot. No rocks, gravel, artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. All planted areas shall be served by an underground sprinkler system.

3.7 Fences.

(a) General. No fence, wall or hedge may exceed four (4) feet in height. No chain link, barbed wire or other forms of wire fences are permitted. All fences must be painted or stained, must be consistent with the color and materials used on the Residential Unit, and must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of A.R.C.

(b) Subdivision Boundary Fence. Without the prior written approval to the A.R.C., the Subdivision Boundary Fence, as described in Paragraph 2.5 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property or portions thereof.

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

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

(d) Clear View Rights. No fence, wall, hedge, shrub, bush, tree or other object which might, in the Association's sole judgment, unreasonably impair a motorist's vision on any roads shall be constructed or allowed to remain on any Lot.

3.8 Setback Lines. All structures constructed within the Property must conform to the set-back requirements in the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time, which shall not be less than the minimum set-back requirements established from time to time by the regulations of St. Johns County. The A.R.C. may approve requests for slight reductions or variations in the set-back lines when the front and side set-back lines and other applicable restrictions would have detrimental effects on privacy, view, preservation of trees or other important considerations or would prohibit the construction of a Residential Unit on the Lot without the requested reduction or variation. The A.R.C. will at all times control the precise site and location of all structures on any Lot, after consideration by the A.R.C. of the Lot Owner's specific site recommendations.

3.9 Parking Restrictions and Garages.

(a) Parking. Unless expressly authorized by the Association no inoperable vehicle, recreational vehicle, boat, trailer, motor home or other vehicle or undesirable object, may be parked, stored, painted, repaired or otherwise worked on, anywhere within the Property, except that functional passenger automobiles, motorcycles, and vans without advertising thereon (collectively, "Permitted Vehicles") may be parked in a garage attached to a Residential Unit or in the driveway appurtenant thereto. Boats, trailers and other vehicles that are not Permitted Vehicles may be parked only in the garage of a Unit. Commercial vehicles may park in driveways as necessary for pickup and delivery, or providing necessary and requested services for a Lot Owner, his guests or any permitted occupant of a Residential Unit, but no such vehicle shall be parked within public view on a regular basis. No part of the Common Areas or public right-of-ways shall be regularly used for parking except for designated parking spaces. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this Paragraph shall prohibit the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours, or the parking of trucks or other commercial vehicles on any Lot or road for development purposes or during the construction of a Residential Unit or improvements to the Property.

(b) Garages and Driveways. No garage of any Residential Unit shall face the street, and no garage shall be permanently enclosed or converted to another use without the written approval of the A.R.C. No carports shall be permitted. All Units must be constructed with a garage attached which shall contain at least two (2) parking places appropriate for the parking of Permitted Vehicles. Backing of vehicles onto streets is prohibited without the written approval of the A.R.C., and additional driveway and parking space is

recommended, with turnaround or backup areas being provided. All garage doors shall be kept closed when not in use. All improved Lots shall have a paved driveway with a hard surface such as asphalt, concrete, brick or exposed aggregate. All drives must be placed at least one foot from adjacent properties to allow for landscape material.

3.10 Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any Unit or Lot unless the location, size and design thereof have been approved by the A.R.C. In general, the A.R.C. shall not approve any such items unless the proposed antenna system for the Residential Unit can be completely hidden from view from the street and adjacent Lots.

3.11 Occupancy and Leasing Restrictions. Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire Residential Units may be rented, provided that the occupancy is only by the lessee, the members of their family, servants and nonpaying social guests. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determination the sole discretion of the Association), or to lay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in any Residential Unit.

3.12 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that up to four (4) caged birds, two (2) domesticated dogs, except pit bulls, and two (2) domesticated cats may be kept by the occupants of each Residential Unit subject to the Association's Rules and Regulations, provided that such pets are not kept, bred or maintained for any commercial purpose, and provided further that such pets, in the Board's sole judgment, are neither dangerous nor a nuisance to the residents of the Property nor destructive to property or wildlife. Dogs must be leashed or kept within enclosed areas at all times. No pets are allowed on or within the recreational facilities located on any Common Areas.

3.13 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, utility meters, HVAC equipment, clotheslines, lawn care equipment, trash receptacles, garbage or trash, or other materials, supplies or equipment to be stored outside shall be kept in a service court screened from view from adjacent Lots and any street by a barrier at least four feet (4') high. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Residential Unit, or in refuse containers in the service court concealed from view, or placed at curbside for collection, and in accordance with the Association's Rules and Regulations and the Architectural Guidelines and Policies. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

3.14 Sewage Disposal and Water Service and Regulation. All water and sewage utilities and service to the Property shall be supplied by means of the central water supply and sewage disposal system providing service to the Property. No well of any kind shall be dug or drilled on the Property except for the exclusive purpose of providing landscape irrigation or air conditioning. No septic tank may be installed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems, swimming pools or other condensate water shall be discharged into the marshlands or lakes, except from any swimming pools located on the Common Areas. The public utility having jurisdiction, the Association, or their successors or assigns, as applicable, shall have a non-exclusive perpetual easement, in, to, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

All Lots and Residential Units within the Property are subject to such rules, regulations, charges and procedures relating to water and sewer service, rates, usage, rights, privileges and obligations, as may be promulgated or adopted from time to time by the public utility or the Association, or their successors or assigns. The provision of water and sewage disposal services to any Lot or Residential Unit, may be discontinued at any time for the non-payment of water and/or sewage disposal charges and fees. Water and sewage disposal charges and fees shall be the personal obligation of the Lot Owner or occupant to whom the service is provided.

3.15 Signs and Mailboxes. Unless approved in writing by the Board, no sign of any kind shall be displayed to public view within the Property, except standard and customary street signs, directional signs and street address signs in accordance with the terms of this Paragraph. The A.R.C. shall have the right to require that each Residential Unit maintain a street address sign, with such uniform design, style, and location as may be designated by said A.R.C. The size, design, color and location of all mailboxes and the supporting structures may also be designated by the A.R.C. Any sign or mailbox violating the provisions of this Paragraph shall be removed by the Owner at the Board's request, or by the Board, or its authorized agent or representative, without liability for trespass or damages relating thereto and at the owner's expense. Nothing contained herein shall prohibit the Developer or its authorized agents or assigns from placing and maintaining entrance signs, commercial or promotional signs for the Property, the Club, model homes, sales office or other structures or facilities, or signs for sale or rental purposes.

3.16 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

3.17 Window Coverings and Air Conditioners. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Residential Unit without A.R.C. approval. No window air conditioning units shall be installed without A.R.C. approval, and in no event on any side of a building which faces a street and no outdoor clotheslines shall be permitted. No exterior components of air conditioning units shall be visible from the street.

3.18 Wetlands.

(a) General. Only the Developer and/or the Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use, notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to any applicable drainage easements, the Association shall have the right to control the water level of any lakes and to control the growth and eradication of plants, animals, fish and fungi in such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, unless and until same shall have been approved by the Board and the A.R.C.

(b) Recreational Use. Except with the prior written consent of the Association or in accordance with promulgated Rules and Regulations, no swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or on any lake located within the Property. No trash, garbage or other item shall be put into any lake.

(c) Governmental Permits. No construction of improvements and/or dredging or utility activities are permitted except as allowed by any applicable St. Johns Water Management District or other applicable governmental permit and as may be allowed by future permits. The foregoing provisions may not be amended without the approval of the St. Johns River Water Management District.

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

3.20 Other Standards. Except in the event of a conflict as set forth below, the planning and construction of a Residential Unit or other structure or improvement on any Lot shall at all times be governed by the procedures, terms, conditions and restrictions set forth in the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time. The Cimarrone Architectural Guidelines and Policies contain specific design and procedural provisions, as well as policies and restrictions with respect to foundations, exterior wall finishes, windows and doors,

roofs, chimneys, outbuildings and garages, colors, service courts, parking, landscaping and other matters, however, in the event of any conflict between the specific restrictions contained in this Declaration and those contained in the Architectural Guidelines and Policies, the terms of this Declaration shall control.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

4.1 Membership.

(a) General. Every Owner of a Lot, including Developer and any Subdivision Developer, is a member of the Association and is entitled to one (1) membership for each Lot owned. Each such membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title, whereupon the membership of the previous Owner automatically terminates. Except as hereinafter provided regarding Developer and Subdivision Developers, membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

(b) Developer. The Developer is also a member of the Association as to all Unassigned Developer Residential Units. As Developer assigns or conveys to Subdivision Developers the right to develop Lots and Residential Units within the Property, or conveys Lots to Owners other than Subdivision Developers, Developer shall from time to time (but not less frequently than annually) deliver to the Association a certificate signed by Developer stating: (i) the then maximum number of Residential Units permitted by the PUD Ordinance; (ii) the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights to Subdivision Developers; (iii) the number of Lots Developer has conveyed to Owners other than Subdivision Developers; and (iv) the remaining number of Unassigned Developer Residential Units.

(c) Subdivision Developer. Prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, each Subdivision Developer shall be a member of the Association as to the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights; or (ii) the number of Lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters.

4.2 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A Members are all Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned. In addition, prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, a Subdivision Developer is entitled to one (1) vote for the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its

development rights; (ii) the number of Lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters. Upon termination of Class B Membership, Class A Members are all Owners, including Developer with Developer being entitled to one (1) vote for each Unassigned Developer Residential Unit plus one (1) vote for each Lot owned by it.

(b) Class B. The Class B Member is Developer who is entitled to three (3) votes for each Lot owned and three (3) votes for each Unassigned Developer Residential Unit. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (i.e. when Developer has sold and transferred seventy five percent (75%) of the total number of Lots in the Cimarrone PUD to Owners other than Developer or Subdivision Developers); or (ii) seven (7) years from the original recording date of the Declaration, if within such seven (7) year period Developer has not recorded any plat(s) for Additional Lands and added such Additional Lands to the Property by Supplemental Declaration hereto; or (iii) February 9, 2005.

4.3 Co-Ownership. If more than one Person holds the record title to any Lot or Residential Unit, all such Persons are members but only one vote may be cast with respect to such Lot or Residential Unit, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Residential unit is held by husband and wife, either co-owner is entitled to cast the vote for such Lot or Residential Unit unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

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

4.5 Extraordinary Action. The Articles provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

4.6 Amplification. The members of the Association shall select the Board of Directors of the Association, who shall manage the affairs of the Association. The

Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this article are amplified by the Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Developer or the Owners set forth in this Section. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. However, if any such conflict necessarily results, Developer intends that the provisions of this Declaration shall control.

ARTICLE V
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

(a) General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all the improvements, fixtures furnishings, equipment, and other related personal property located thereon. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility located thereon and include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents.

(b) Insurance. The Association shall keep the improvements located on the Common Areas, including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Areas, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than $1,000,000 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of unintentional acts or omissions.

5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot or Residential Unit, including the landscaping and any portion of the Subdivision Boundary Fence located thereon, and the shoreline of the lake adjacent to or within his Lot (if his Lot is a Lakefront Lot), in the manner required by the Legal Documents

within thirty (30) days following notice by the Association hereunder specifying the maintenance or repair item, then the Association shall have the right but not the obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be specifically assessed to the Owner of the Lot or Residential Unit and shall become due and payable in all respects, together with interest, fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot or Residential Unit, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Lake Maintenance. The Association shall maintain the lakes within the Property, notwithstanding that a portion of any lake may be located within one or more Lots. Subject to the rights of the Developer, St. Johns County, and other governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, fish, reptiles, waterfowl and animals within the lakes. The provisions of this subparagraph do not supersede the provisions of Article VII hereof that require Lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(c) Surfacewater Maintenance. The Association shall operate and maintain the surfacewater management system that has been installed as part of the Work pursuant to any applicable permits issued by the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U. S. Corps of Army Engineers including all lakes, littoral areas, retention areas, underdrains, culverts and filtration systems. If the Association is dissolved, the property consisting of the surfacewater management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the surfacewater management system shall be subject to easements to such agency of local government to operate and maintain the surfacewater management system. If the conveyance is not accepted by the local government agency, then the surfacewater management system must be conveyed to a non-profit corporation similar to the Association. Any modification of the Common Areas that would adversely affect the surfacewater management system must have the prior approval of the St. Johns River Water Management District.

(d) Liability. Neither the Developer nor the Association shall be liable to any Owner, guest or occupant in connection with damages, costs or causes of action relating to any Lake or the stormwater management system, and each owner hereby releases the Developer and the Association from any such liability.

(e) Landscaping and Signage. The Association shall maintain all landscaping, signage and grassed areas located in public rights-of-way or at

entranceways to subdivisions within the Property, or on lift station sites or other utility parcels within the Property, except portions to be maintained by third parties under a separate agreement or by owners under the provisions of Article VII hereof. The Association shall also maintain signage within the Property identifying the Cimarrone PUD and the various subdivisions therein.

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

5.4 Rules and Regulations. The Association from time to time may adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. No Owner or other Person occupying any Lot, or any invitee, shall violate the Association's Rules and Regulations for the use of the Property, and at all times shall do all things reasonably necessary to comply with the Rules and Regulations. The validity of the Association's Rules and Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The Rules and Regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration will be valid without the written approval of the Developer. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

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

5.6 Access by Association. The Association has a right of entry onto each Lot (but not into the Residential Unit located thereon) to the extent reasonably necessary to exercise any right granted, or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable

manner upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner arbitrarily shall withhold consent to entry by the Association for the purposes herein set forth. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.7 Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed as part of the Work, and except for personal property related to the Common Areas, must be approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association.

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

ARTICLE VI
COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. For each Lot, and to the extent a portion of the Property has not been platted, for each Permissible Residential Unit within the Property, Developer covenants, and each Subdivision Developer and Owner by acceptance of a deed or other conveyance of record title to any portion of the Property, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

(a) An annual maintenance assessment, as defined in paragraph 6.2 and

(b) Special assessments, as defined in paragraph 6.3; and

(c) Special assessments for property taxes levied and assessed against the Common Areas, as defined in paragraph 6.4; and

(d) Specific assessments against a particular Lot or Residential Unit that are established pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and

(e) All excise, sales, or use taxes, if any, that from time to time may be unposed upon all or any portion of the assessments established by this Article.

6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operation, management, maintenance, repair, renewal and replacement of the

Common Areas and other portions of the Property to be maintained by the Association (including maintenance of adequate reserves), the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law.

(b) Amount.

(i) Until January 1, 1990, the annual maintenance assessment shall be Four Hundred Dollars ($400.00) for each Lot, and Permissible Residential Unit, payable in advance in one annual installment, prorated based upon the month of closing of the sale of the Lot to an Owner.

(ii) Commencing with the fiscal year beginning January 1, 1990, the Board of Directors, at its annual meeting immediately preceding such date, and effective as of each respective January 1 thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, and Permissible Residential Unit, provided that the maximum annual maintenance assessment may not be increased more than fifteen percent (15%) above the maximum annual maintenance assessment for the previous year unless approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association. The amount of the annual maintenance assessment shall be fixed by the Board of Directors for each fiscal year and shall be payable in advance in one or more installments as determined by the Board of Directors without interest or late charge so long as more than thirty (30) days delinquent. In the absence of Board action, the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to each Lot within the Property on the first day of the month following the date of conveyance of the Lot to an Owner other than Developer or a Subdivision Developer, and as to each Permissible Residential Unit, on the first day of the month following assignment or conveyance of Permissible Residential Units to a Subdivision Developer. If the operation of this Declaration is extended to the Additional Lands, as provided herein, then the annual assessment against Lots or Permissible Residential Units within each such extension begins in the same manner as set forth above. The first annual assessment against any Lots, or Permissible Residential Units shall be prorated according to the number of months then remaining in the fiscal year.

(d) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph.Upon the initial transfer of title of a Lot to an Owner other than the Developer or a Subdivision Developer, the transferee shall pay to the Association a one-time working capital contribution equal to two (2) months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each Subdivision Developer agrees to collect the working capital contribution at the

closing of the sale to such Owner and to promptly pay the same to the Association.

6.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the expense of performing for any delinquent Owner the obligations of such Owner as provided in Paragraph 5.2 hereof, or the cost of any purchase of additional real property for the use and benefit of the Association or the Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for his prorata share of such costs as provided in paragraph 6.1 hereof. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice, or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

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

6.6 Uniformity of Assessments. The annual maintenance assessment and any special assessments for the Common Areas must be uniform throughout the Property, except that for so long as there is Class B Membership, Developer may be excused from payment of the annual maintenance assessment against any Lot or Permissible Residential Unit owned by Developer which is not being occupied as a residence; provided, however, that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer entitled to elect a majority of the Board of Directors of the Association. Thereafter, Developer shall pay its pro-rata share of the annual maintenance assessments for each Lot or Permissible Residential Unit owned by Developer. This provision is not and shall not be construed as a guaranty

or representation as to the level of assessment imposed under the provisions of this Article, except where otherwise specifically set forth herein. Upon transfer of title of a Developer owned Lot, or Permissible Residential Unit, the Lot, or Permissible Residential Unit shall be assessed in the applicable amount then payable by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

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

6.8 Lien for Assessments. All sums assessed to any Lot or Permissible Residential Unit, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot, or as to Permissible Residential Units, other lands owned by the Owner or Subdivision Developer within the Property, in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot or other property when any assessment is more than 30 days delinquent. Each such assessment, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot or Permissible Residential Unit when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless assumed expressly in writing.

6.9 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the maximum lawful rate from time to time permitted under the laws of the State of Florida. In addition, each assessment not paid within thirty (30) days after its due date shall be subject to a late fee of Twenty Dollars ($20.00) to compensate the Association for the additional expenses incurred as a result of the delinquency. The Association may bring an action at law against any Owner or Subdivision Developer personally obligated to pay such assessment, or foreclose its lien. To owner or Subdivision Developer may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Person's property, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner or Subdivision Developer is required to pay all

costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments that become due during the period of foreclosure. All such costs and expenses, interest, late fees, and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

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

6.11 Subordination of Lien. The lien for the assessments established by this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot, or other lands within the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners and Subdivision Developers (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot, or other land from liability for assessments thereafter becoming due, or from the Association's lien rights. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than 60 days and shall give such First Mortgagee thirty (30) days within which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the property encumbered and stating the address to which notices shall be given. This provision shall not be construed to impose upon the First Mortgagee any duty to collect assessments.

6.12 Limitation. Notwithstanding the provisions of this Article establishing assessments with reference to Permissible Residential Units, the number of Permissible Residential Units for which Developer or any Subdivision Developer may be obligated to pay assessments shall not exceed the number of memberships and votes allocated to the Developer or the Subdivision Developer for Permissible Residential Units.

ARTICLE VII
MAINTENANCE, REPAIR AND RECONSTRUCTION

7.1 Maintenance.

(a) General. Each Owner, at his expense, shall maintain in good order and repair and keep in an attractive condition at all times all portions of his Lot and Residential Unit, including without limitation, the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Lot, (including the Subdivision Boundary Fence, if any), all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and

heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Each owner shall also maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way and Common Areas, if any, located between his Lot line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, watering and edging. All Owners of Lakefront Lots shall keep the shoreline of the lake abutting or within their Lot in a clean, neat and orderly condition, free from all litter and debris. Each Owner of a Lakefront Lot shall, at his expense, maintain the Lot so that the grass, planting or other lateral support of the embankments shall prevent erosion of the embankments. No Owner shall, directly or indirectly, change or alter the height, grade or contour of the embankments without the prior written consent of the Board and the A.R.C. No trash, garbage, rubbish, debris or refuse shall be placed on or allowed to accumulate on any Lot. Vacant Lots must also be kept free of litter, debris and nuisances. The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. Failure to properly maintain a Lot or Residential Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.2 hereof, and to levy assessments to recover the cost thereof.

(b) Other Associations. If there has been created an owners association responsible for the maintenance of Lots or Residential Units within a portion of the Property, then to the extent applicable, that association shall also be deemed to be the Owner for purposes of foregoing maintenance obligations, but the foregoing shall not be deemed to relieve the individual Owner of responsibility or liability for such items.

7.2 Casually Damage. In the event of damage or destruction by fire or other casualty to the improvements within the Property, the owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements.

7.3 Subdivision Developer. To the extent applicable, each Subdivision Developer shall comply with the provisions of this Article as to any portion of the Property owned by the Subdivision Developer that has not been platted or upon which Residential Units have not been created.

ARTICLE VIII
ARCHITECTURAL CONTROL

8.1 Purpose. In order to preserve and enhance the natural beauty and aesthetic design of the Property, to promote the value of the development, and to ensure that individual residences reflect overall design objectives within an evolving community, the Property is made subject to the following restrictions in this Article VIII, and to the terms and conditions of the Cimarrone Architectural Guidelines and Policies, as such may be amended from time to time, and every Owner agrees to be bound thereby.

8.2 Architectural Review Committee. The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three (3) or more persons who need not be Owners. The A.R.C. may retain the services of an architect (the "Professional Advisor") to assist the A.R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Developer shall retain the right to appoint the A.R.C. members until the first to occur of: (a) the sale by Developer of all the Permissible Residential Units in the Property and the Additional Lands or (b) February 9, 2005. Thereafter the Board of Directors of the Association shall appoint the A.R.C. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

8.3 A.R.C. Authority. Unless the Developer is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a residential community; and (c) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, refuse and deny approval of any plans on any grounds, including purely aesthetic grounds, and to require the removal of (when constructed without A.R.C. approval), those exterior structures, improvements, appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A.R.C. may adopt, rescind, and amend the Cimarrone Architectural Guidelines and Policies and reasonable rules and regulations in connection with the foregoing; provided, however, that such rules and regulations: (i) shall be consistent with the provisions of the Cimarrone Architectural Guidelines and Policies and this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the A.R.C.'s Architectural Guidelines and Policies or rules and regulations shall be enforced by the Board of Directors in the name of the Association.

8.4 A.R.C. Approval. Except for all construction relating to the Work, items installed by Developer or a Subdivision Developer as part of the Work, or any other activity conducted by or on behalf of the Developer, the A.R.C.'s prior approval is required for any and all construction or reconstruction of improvements of any nature whatsoever, including, without limitation, any building, paved area, fence, wall, exterior addition, exterior alteration (including color), mailbox, or other outbuilding, improvement or structure, unless the structure, use, or activity is expressly permitted by the A.R.C.'s promulgated Architectural Guidelines and Policies or rules and regulations.

8.5 Applications. All applications to the A.R.C. must be accompanied by a detailed and complete plans and specifications showing the site plans, floor plans, landscaping plans, type, shape, color, specifications, dimensions, elevations, materials and location of the proposed structures or improvements, and shall be addressed to the Association and mailed certified or registered mail, return receipt requested, or delivered by hand in exchange for a signed receipt acknowledging delivery. The A.R.C may request submission of such additional information and materials as it deems necessary, in its sole judgment, for review prior to approval or disapproval. If the A.R.C. does not approve or disapprove any application within thirty (30) days after receipt by the A.R.C. of the plans and specifications and any additional information and materials requested by the Board, the A.R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A.R.C.'s approval must be in writing.

8.6 Inspection; Escrow; Fees. The A.R.C. or its designee may inspect the construction after completion to assure compliance with the approved plans and specifications and shall, if requested, issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors and the owner specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or its representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive either excusing the non-compliance or requiring the Owner to correct the non-compliant items. The A.R.C., in its sole discretion, may require that an Owner place in escrow with the A.R.C. an amount in cash or letter of credit not to exceed Ten Thousand and No/100 Dollars ($10,000.00), which, if cash, shall be invested so as to earn interest. The amount in escrow shall be held to assure the satisfactory completion of all improvements, including landscaping, according to the plans as approved by the A.R.C. within the time period provided herein, including any extensions allowed by the A.R.C. In the event such improvements are not satisfactorily completed, the A.R.C. may present the letter of credit for payment or withdraw any cash sums from escrow, including interest earned thereon, and expend the same as necessary to effect the proper completion of the improvements and to cover any administrative costs it may incur in this regard. The remaining amount in escrow after completion of the improvements to the satisfaction of the A.R.C. shall be paid to the Owner.

The A.R.C. shall establish a fee sufficient to cover the expense of reviewing plans and related data and compensate any consulting; architects, landscape

architects, or inspectors, retained in accordance with the terms hereof. The A.R.C. or Board of Directors shall have the right to increase this amount from time to time.

8.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association, neither the Developer, the A.R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

ARTICLE IX
THE CLUB

9.1 Club Ownership and Control. The Club and the Club Property are entirely owned and controlled by Developer which may transfer all or any part of them, or either of them, as it wishes, subject to whatever terms, conditions, provisions, qualifications and limitations as Developer, at its sole discretion, requires or stipulates. All revenue or other benefits of the Club inure solely to the benefit of the Developer, its successors and assigns. The Club and the Club Property are not Common Areas. Neither the Association nor any member of the Association has any right to use Club or the Club Property except as members in the Club and then their rights shall be governed by the Club Documents.

9.2 Club Membership. Membership in the Club is governed by the Club Documents.

9.3 Club Charges. Club Dues and other Club Charges are governed by the Club Documents.

There shall be no lien rights on an Owner's lot relating to non-payment of Club Dues and Club Charges. The penalty to Owners for non-payment of Club Dues and Charges shall be termination of their Club membership and all privileges to use the golf course and Club facilities, expulsion from the Club, plus such other remedies as are enacted by Developer or are as provided in the Club Documents. Once expelled, a Lot Owner may be denied readmission to the Club in the discretion of Developer or as otherwise stated in the Club Documents, or if readmitted, a full reinstatement membership fee must be paid by said Lot Owner, as more specifically provided in the Club Documents and Rules and Regulations or the Developer may impose whatever other conditions it wishes for readmission. The obligation to pay Club Charges shall begin as specified in the Club Documents.

ARTICLE X
OPERATION AND EXTENSION

10.1 Effect Upon Additional Lands. With respect to the Additional Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. Developer or any person to

whom Developer has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, Subdivision Developer, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs, this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before ten (10) years from the date this Declaration is recorded, then the Developer, its successors or assigns shall no longer have the right to extend the provisions of this Declaration as provided in this Article.

10.2 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of the Developer for so long as there is Class B Membership and, upon termination of Class B Membership, then by a majority of the Class A Members present in person or by proxy voting at a meeting duly convened for such purpose, which meeting may be an annual or special meeting of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the Laws of the State of Florida.

10.3 Allocation of Permissible Residential Units. Any amendment of this Declaration extending the provisions of this Declaration to all or part of the Additional Lands may also designate the maximum number of Permissible Residential Units allocated to those lands by the Developer.

ARTICLE XI
GENERAL PROVISIONS

11.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right, but shall not be obligated, for the Developer or the Association, following twenty (20) days written notice to the Owner of any portion of the Property specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the Owner as Developer or the Association deems necessary to enforce these covenants and restrictions and correct and abate the violation. The owner of such property shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum lawful rate of interest from the date of demand. Developer or the Association may, at its option, bring an action at law against such owner personally obligated to pay the same, or upon giving the Owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien. Any entry, correction, abatement or other action undertaken by the Developer or the Association pursuant hereto shall not be deemed a trespass and shall not make the

Association responsible or liable in any way for damages relating thereto or on account thereof.

(b) Legal Proceedings. The Developer, Subdivision Developers, the Association, or any owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents, including without limitations, proceedings for injunctive relief. If any Owner obtains the enforcement of any provision of the Legal Documents against any Owner other than Developer, Subdivision Developer, or the Association or if the Association, a Subdivision Developer, or the Developer is the Prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, then such prevailing party may recover all costs and expenses, including reasonable attorneys' fees incurred at trial and in appellate proceedings from the non-prevailing party. In no event may such costs and expenses be recovered against the Association unless otherwise provided by Law. If the Association is the prevailing party against any Owner or Subdivision Developer, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Lot or other property owned within the Property, as provided in Article VI. If any Owner or class of Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

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

11.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, representatives, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Developers, the Association or any Owner, their respective heirs, successors, representatives, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

11.3 Amendment.

(a) Developer. The Developer may amend this Declaration for any reason on its own motion from the date of original adoption until termination of Class B Membership. Additionally, for so long as Developer is a member of the Association, all amendments must be approved by Developer in writing. Notwithstanding the foregoing, the Developer reserves and shall at all times have the sole right without the joinder or consent of any Subdivision Developer,

Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot (including the Federal National Mortgage Association, Veterans Administration, and the Federal Housing Authority); or (ii) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or any Plats; or (iii) to include in any contract, deed, or other instrument, any additional covenants, restrictions or easements applicable to any particular Lot or other part of the Property; or (iv) to release any Lot from any provision of this Declaration which may have been violated if the Developer, in its sole judgment, determines such violation to be non-material. Any amendment or addition to this Declaration shall conform to the general purposes and standards of the provisions hereof.

(b) Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by an affirmative vote of not less than sixty-seven percent (67%) of all Owners at a duly called and convened meeting of the Association, and shall be evidenced by a certificate signed by a majority of the board of Directors with the formalities from time to title required of a deed under the laws of the State of Florida and which certifies that the requisite vote was obtained at the duly called and convened meeting of the Association. No amendment shall be effective until recorded.

11.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as Developer is a member of the Association), the holders of sixty-seven percent (67%) of the First Mortgages within the Property, and, as the same may be required while there is a Class B membership, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of the Articles or of this Declaration, except as expressly provided in Article IX and in subparagraph (a) of the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas, except as permitted under Article II of this Declaration; (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of Additional Lands or the extension of the provisions of this Declaration to lands other than the Additional Lands.

11.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where an improvement has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the improvement encroaches upon any easement area or the Common Areas or otherwise violates or would violate any provision of this Declaration, Developer reserves for itself the right to release the encroachment or violation and to grant an exception to permit the encroachment or violation by the structure without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not unilaterally and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property. Upon granting

of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected property.

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

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

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

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

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

11.7 Provisions Inoperative as to The Work. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns, or a Subdivision Developer to whom developer has expressly assigned its rights under this subparagraph, from doing or performing on all or any part of the Property owned or controlled by Developer or the Subdivision Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to: (a) construct and use signs, construction trailers, or buildings,model units, design centers, and offices for sales and resales of Lots and Residential Units; and (b) remove trees and other vegetation when constructing streets, utilities facilities, lakes and drainage systems within the Property.

11.8 Assignment. Developer may assign to any Person, including Subdivision Developers, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property, including by way of example, the rights, privileges and exemptions described in paragraph 11.7 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer.

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

11.10 Notices. Any notice required to be sent to any Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

11.11 Disclaimers as to Water Bodies. Neither the Developer, Association nor any of their affiliates, 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, canal, creek, stream or other water body adjacent to or within the Property, including without limitation, the Common Areas, except as such responsibility may be specifically imposed by applicable governmental or quasi-governmental agency or authority. Further, all owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies 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 any and all changes in the quality and level of the water in such bodies.

11.12 Alligators. All persons are hereby notified that from time to time alligators and other wildlife may habitat or enter into water bodies within the Property and may pose a threat to person, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by alligators or other wildlife.

11.13 Banks and Slopes. 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 any and all liability or damages arising from the design, construction, or topography of any lake banks, slopes or lake bottoms located therein.

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

CORDELE PROPERTIES, INC.

Print Name: Emory Hagler, Jr.

Its: James C LaBar

Print Name: Ramona E. Hoskins

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29 day of January, 1996 by James C.LaBar the President of Cordele Properties, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me x or has produced _____ as identification.

Notary Name: Ramona E. Hoskins
Notary Public, State of _____
Commission No: _____
My commission expires: _____

(Notary Seal)

Ramona E. Hoskins
Notary Public, State of Florida
Commission No. CC 302602
My Commission Expires 8/30/97
Bonded Through Fla. Notary Service & Bonding Co.