

PREPARED BY & RETURN TO:

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DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
ODUM'S MILL

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by Odums's Mill, Ltd., a Florida limited partnership, whose address is P. O. Box 60, Ortega Station, Jacksonville, Florida 32210 (the "Developer"), this 14th day of April, 1995.

PRELIMINARY STATEMENT

Developer is the owner of the real property located in St. Johns County, Florida more particularly described on Exhibit "A" attached hereto (the "Property"). 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 for the purpose of preserving the value and maintaining the desirability of the Property.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the terms included 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.

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

1.3 "Association" means Odum's Mill Community Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.4 "Builder" means a Person that acquires one or more developed Lots from Developer for the purpose of constructing a Residential Unit thereon for resale.

1.5 "Canal Authority" shall mean and refer to the Canal Authority, L. C., a Florida limited liability corporation, or such other entity as is designated to operate and maintain the Drainage Canal (being the canal north of the Property which provides access for the Property's drainage outfall to the Intracoastal Waterway) pursuant to the Drainage Easement and Shared Maintenance Agreement recorded in Official Records Book 723, page 661, public records of St. Johns County, Florida, and the Stormwater Discharge Agreement.

1.6 "Common Areas" means all property from time to time owned by the Association or designated for ownership, use or maintenance, by the Association or by Developer 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 initially include the lands described on Exhibit "C" hereto.

1.7 "Developer" means Odum's Mill, Ltd., its successors and assigns of the rights and obligations of the developer under the PUD Ordinance or any Person who acquires all or substantially all the undeveloped lands described on Exhibit "A" and "B" hereof for the purpose of development of the Property or completion of the Work.

1.8 "Drainage Association" shall mean and refer to The Drainage Association, Inc., a Florida not-for-profit corporation, or such other entity which is designated pursuant to Article V, Section 2 hereof as the entity responsible for the operation and maintenance of The Overall Drainage System as defined in Section 5.2(b) hereof.

1.9 "Odum's Mill PUD" means the overall development contemplated by the Developer from time to time of those lands described in the PUD Ordinance.

1.10 "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.

1.11 "Legal Documents" means this Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time (the "Declaration"), the Association's Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") and the Articles of Incorporation and Bylaws of the Drainage Association, Inc., as the same may be amended from time to time.

1.12 "Lakefront Lots" means all Lots containing within the Lot lines, a portion of a lake within the property.

1.13 "Lot" means any plot of land shown on any subdivision plat of all or a part of the Property, which is designated 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.

1.14 "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.

1.15 "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.

1.16 "Owner" means the record owner, whether one or more Persons, including Builders, 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 is also an Owner as to each Permissible Residential Unit which the Developer has the right to develop.

1.17 "Permissible Residential Unit" means a Residential Unit that is not substantially completed, but which may be constructed within the lands described on Exhibit "A" and "B" hereof or a portion thereof either under the PUD Ordinance or other applicable zoning ordinances.

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

1.19 "Plat" means the plat of Odum's Mill Unit One recorded in the public records of St. Johns County, Florida, individually or collectively as the context may require, and any other plat of lands within the Property and any replats or amendments thereto.

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

1.21 "PUD Ordinance" means the St. Johns County Ordinance 93-10, as amended from time to time.

1.22 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

1.23 "Residential Unit" means any substantially completed single family residential dwelling unit, and the Lot upon which the residential unit is situated.

1.24 "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, 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. 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.

1.25 "Unassigned Developer Residential Units" means the maximum number of Permissible Residential Units under the PUD Ordinance (whether or not construction of such Residential Units has been commenced or completed) less the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights to another Person and less the number of Lots or Residential Units Developer has conveyed to Owners.

1.26 "Wetland Conservation Easement or Conservation Easement" shall mean that easement as created by the "Declaration of Conservation Easement" filed in the St. Johns County public records and pertaining to the Property.

1.27 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. Whenever 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 "Odum's Mill PUD" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate the 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, at such time as in its sole discretion it deems appropriate, but not later than one year following substantial completion of construction of the facilities located thereon or the time the United State Department of Housing and Urban Development insures any First Mortgage on a Residential Unit, whichever shall first occur. The conveyance to the Association shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that are appurtenant to, and pass with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Suspension. The Association's right: (i) to suspend any Owner's and his lessees right to use any recreational facility owned or controlled by the Association for any period during which any assessment against such Owner's Lot remains unpaid; and (ii) to suspend any Owner's and his lessee's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infraction of the Association's Regulations. Notwithstanding this or any other provision of this Declaration, no Owner shall be prohibited from obtaining ingress/egress to such Owner's Lot nor shall Developer be prohibited from obtaining ingress/egress to any Lot owned by Developer or any lands described on Exhibit "A" and "B".

(b) Dedication-Mortgage. The Association's right 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. Such dedication, transfer or mortgage must be approved by at least two-thirds (2/3) 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. Further, such dedication, transfer or mortgage shall be subject to any easement for ingress or egress previously granted to an Owner or required by an Owner for access to a Lot.

(c) Rules and Regulations. The Association's right to adopt, amend, rescind, and enforce reasonable Regulations governing the use of the Common Area, as provided herein.

(d) Legal Documents. The provisions of the Legal Documents and all matters shown on any plat of all or part of the Property.

(e) Easements. The right of the Developer and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for utilities or drainage across all or any part of the Common Areas.

(f) Requirements of Law. The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property or the Odum's Mill PUD.

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

2.2 General Easements. All Lots are subject to perpetual easements for the drainage of ground and surface waters in the manner established by Developer as part of the Work. In addition to the easements shown on any Plat, each Lot shall be subject to perpetual drainage easements five (5) 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.

2.3 Lake Related Easements. The Developer and the Association are hereby granted, perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property including all portions of the Property designated as Conservation Areas on the recorded plat(s) for purposes of maintenance thereof as needed and/or as required by governmental agencies that are a part of the master drainage plan for the Odum's Mill PUD for use and maintenance as an outfall for storm drainage waters. Each Lakefront Lot is subject to an easement to the Developer and the Association from a line five (5) feet landward 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 and the Association shall have perpetual easements across each Lakefront Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on a Plat or by Law.

2.4 Subdivision Boundary Fence. As part of the Work, the Developer may construct a privacy fence across some of the Lots to separate the Odum's Mill PUD, from adjoining properties, or portions of the Property from other portions of the Property (the "Subdivision Boundary Fence"). If the provisions of this Declaration are extended to the Additional Lands as provided herein, Developer may construct Subdivision Boundary Fences on some of the Lots to be platted in subsequent phases. All Lots upon which portions of a 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 location of such fence. 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 and such easements shall be Common Areas for purposes of this Declaration.

2.5 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on Plats. Easements shown on the Plat as "Private Easements" are the maintenance responsibility of the Association. The 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 and sewage lines and other suitable installations for drainage and sewer disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable television, water 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 Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. As to any Lots owned by Developer, Developer reserves the right to impose further restrictions or release any restrictions imposed by the Legal Documents, to grant or dedicate additional easements, and to dedicate all or any portion of a Lot as a right-of-way. 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 or Additional Lands. The easements granted by Developer shall not have a material, adverse affect on any improvements on the Common Areas.

2.6 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.

2.7 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 Regulations.

2.8 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.

2.9 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property owned by Developer, and may establish supplemental covenants and restrictions applicable to such property. In addition, the Developer may amend the Legal Documents, including this Declaration, to establish covenants and restrictions applicable to a portion of the Additional Lands to conform to the housing products to be developed on such lands.

ARTICLE III

USE RESTRICTIONS

3.1 Residential Use. Lots and Residential Units shall be used for residential purposes only, and no trade or business of any kind may be conducted in, on, or from any Lot, subject to the rights herein reserved to Developer and Developer's assigns to complete the Work. The renting or leasing of Residential Units for non-transient residential purposes 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 approved in writing by the A. R. C. in accordance with the procedures described in Article VIII hereof.

(a) Minimum Living Area. Without the prior written approval of the A. R. C., no Residential Unit shall be constructed with less than 1,800 heated/air conditioned living space (exclusive of garage and porches).

(b) Height. The maximum height of any single family Residential Unit may not exceed thirty-five feet (35') measured from the top of the curb in front of the Lot.

(c) Variances. The A. R. C. has the authority to vary the foregoing construction standards when lot configurations, topography, wetland areas, or other factors significantly affect the building area of a Lot.

3.3 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.

3.4 Other Structures.

No shed, shack, detached outbuilding, trailer, tent, tank, storage building, basketball backboard, play structure, or other temporary or movable building or structures of any kind (whether similar or dissimilar to the foregoing) shall be erected or permitted to remain on any Lot without the approval of the A. R. C.. Any play structure or tennis courts, if approved by the A. R. C., must be located in the rear yard behind the rear line of the Residential Unit and within applicable set back lines. 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 residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

3.5 Landscaping.

(a) Preservation of Trees.

No living trees measuring six (6) 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. This restriction applies during the construction period of the Residential Unit and at all times thereafter. Any Person removing trees in violation of this covenant shall pay to the Developer until transfer of control of the Association to the Class A members, and then to the Association, a stipulated liquidated damage sum of Fifty Dollars (\$50.00) for each inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$10,000 for any Lot.

(b) Landscaping Improvements.

No 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. At the time of construction of a Residential Unit, there must also be installed on each Lot landscaping improvements in accordance with a landscaping plan submitted to and approved by the A. R. C. as part of the approval of the Residential Unit. The landscaping improvements shall include a fully sodded lawn excluding areas falling within the Wetland Conservation Easement with an underground automatic sprinkling system for all landscaped and sodded areas of the Lot and a minimum expenditure for landscaping plants (excluding sod, fill, grading, mulch, the sprinkling system, and design fees) as established by the A. R. C. from time to time. The A. R. C. may establish different minimum amounts for different housing areas within the Odum's Mill PUD, provided that amounts are uniform within a housing area.

3.6 Fences

(a) General.

All fences, walls, or similar structures must be approved by the A. R. C. before installation or construction. The A. R. C. shall regulate the style, size, design, color, location and materials of all fences and walls. No fence, wall or hedge may exceed six (6) feet in height. Chain link or other forms of wire fences may be permitted by A. R. C., but only if hidden by dense vegetation. All fences and walls must be maintained to preserve an attractive appearance from the exterior of each Lot and to be consistent with the Residential Unit, as determined in the sole discretion of the A. R. C.

(b) Subdivision Boundary Fence.

Without the prior written approval of the A. R. C., the Subdivision Boundary Fence, as described in Paragraph 2.4 hereof, may not be removed, altered, or

modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property and Additional Lands or portions thereof.

(c) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plats and reserved in this Declaration. Any fence, wall, landscaping or other improvements located in these easement areas that interfere with the exercise of the easement rights are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

3.7 Setback Lines. The location of all structures (including, but not limited to, buildings, fences, and walls) and landscaping placed on any Lot shall comply with the requirements of all zoning and building ordinances applicable thereto. To assure that the location of dwellings will be positioned (where appropriate) with regard to neighboring structures, views and the topography of each Lot, the A. R. C. shall have the right to control absolutely the precise site and location of all structures or landscaping upon all Lots provided that the A. R. C. shall not have the right to require that any such structure or landscaping be placed on any Lot in violation of any zoning or building ordinances.

3.8 Parking Restrictions and Garages.

(a) Parking. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, or repair of boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and pick-up trucks of three-quarter ton capacity or less (collectively, "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other vehicles that are not Permitted Vehicles may be parked only within a garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit or in the driveway, and should be parked in the garage when not in use. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. No part of the Common Areas or of the 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 prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

(b) Garages and Driveways. All Units must be constructed with garage attached or detached which shall contain a minimum of two (2) and a maximum of four (4) parking spaces appropriate for the parking of Permitted Vehicles. All garage doors shall be equipped with electric garage door openers and shall be kept closed when not in use. Garage doors may open to the side, front or rear of the Residential Unit. 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 improved Lots shall have a paved driveway made of materials approved by the A. R. C.

3.9 Antenna and Security 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 Residential Unit or Lot. Any such item must be located within the attic of the Residential Unit.

3.10 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 the occupancy is only by the lessee and 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 determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant.

3.16 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. No exterior components of air conditioning units shall be visible from the street.

3.17 Lakes and Wetlands.

(a) General. Only the Developer 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. 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 or into the lakes, unless same shall have been approved by the A. R. C.

(b) Recreational Use. Only manually powered boats may be used on any of the lakes, ponds, streams, lagoons, marshes or other wetlands within the Property, notwithstanding that all or portions of such wetlands may be located within a Lot. Except with the prior written consent of the Association or in accordance with the Association's Regulations, no swimming, bathing, fishing, canoeing, boating or other recreational activity of any nature is permitted in, about, or on the lakes within the Common Areas.

(c) Wetland Conservation Easement. Notwithstanding this or any other provision of this Declaration, any activity within the Wetland Conservation Easement, as shown on the plat, must be in compliance with the recorded Wetland Conservation Easement and the regulations of the St. Johns River Water Management District.

3.18 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workman-like manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. The improvements shall be reconstructed in accordance with the original approved plans and specifications unless the Owner wishes to modify the Residential Unit, in which case the Owner must comply with the provisions of Article VIII hereof, and other applicable provisions of the Declaration. In all cases, 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.

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 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 insurance maintained by the Owner or the Association if, at the time of such act or omission, the 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 Supplemental Declaration. The provisions of this Article may be amended in whole or in part by one or more supplemental declarations of covenants and restrictions applicable to a portion of the Additional Lands to conform to the housing products to be developed on such lands.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership.

(a) General. Every Owner, including Developer, of a Lot or a Residential Unit is a member of the Association and is entitled to one membership for each Lot or Residential Unit owned. Each such membership is appurtenant to the Lot or Residential Unit 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, membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot or Residential Unit; 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 the right to develop Lots and Residential Units within the Property, or otherwise conveys Lots or Residential Units to Owners, 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 and other applicable zoning regulations; (ii) the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights; (iii) the number of Lots or Residential Units Developer has otherwise conveyed to Owners; and (iv) the remaining number of Unassigned Developer Residential Units.

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 vote for each Lot or Residential Unit owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is a member of the Association.

(b) Class B. The Class B member is Developer who is entitled to three votes for each Lot or Residential Unit 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; or (ii) twenty (20) years from the recording date of this Declaration.

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, 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. 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 Amplification. The Developer shall appoint the Board of Directors of the Association, who shall manage the affairs of the Association, until Class B membership terminates. 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 Article. 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 of its improvements, fixtures, furnishings, equipment, and other related personal property. 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 shall commence upon substantial completion of each facility located thereon and shall 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 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 omission.

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 located thereon, and the shoreline of the lake adjacent to or within his Lot, if any, in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, 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 assessed to the Owner of the Lot or Residential Unit and shall become due and payable in all respects, together with interest and 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) Drainage System Maintenance. (a) The Property utilizes a system of lakes and culverts, including the Wetland Conservation Easement, within the Property (the "Property Drainage System") to retain and provide for the drainage outfall for the benefit of the Property. The Property Drainage System will become part of an integrated drainage system ("Overall Drainage System") designed to provide drainage for other property located south of the Property ("Southern Property"). That part of the Overall Drainage System located South of the Property is not constructed at the time of the recording of this Declaration, but is intended to be constructed and connected to the Property Drainage System in the future. The Property Drainage System shall be owned by the Association while that portion of the Overall Drainage System located on the Southern Property may be owned by other property Associations. ^{shall} The Property Drainage System and the Overall Drainage System ^{be} maintained by an entity (the "Drainage Association") whose members ^{will} shall be the Association and each homeowner's association for the Southern Property which benefits from the Property Drainage System and Overall Drainage System. (b) The Drainage Association shall assess the Association and each owner's association established within the Southern Property a prorata per lot amount (based upon total number of platted lots within the properties managed by all of the member associations) for the maintenance costs of the Overall Drainage System, which assessment may also include the assessment imposed by the entity responsible for the maintenance of the Drainage Canal (the "Canal Authority"). Such assessments shall be an expense of the Association and shall be paid by each lot owner as a portion of the assessments payable to the Association. In the event of nonpayment of such assessment, the Drainage Association shall have the right to record a claim of lien against all property owned by the Association and all lots owned by the Owners. Such lien may be enforced in the same ways as provided for by law for Mortgages. Such delinquent sums shall bear interest from the due date at the maximum rate allowed by law or such lower rate approved from time to time by the Board of Directors of the Drainage Association. (c) It shall be the responsibility of the Drainage Association to cause the Overall Drainage System to be maintained in accordance with all governmental rules, regulations and permit requirements. The Property Drainage System connects to a canal ("Drainage Canal") located to the north of the Property which transports the drainage outfall to The Intracoastal Waterway. The Association and Owners have been granted the right, along with other property owners in the vicinity, to discharge drainage waters into the Drainage Canal (as hereinafter defined) pursuant to that Stormwater Discharge Agreement between the Association and the Canal Authority which provides for payment of assessments for the maintenance of the Drainage Canal. The owners of the Southern Property shall be granted an easement through the Property Drainage System for the purpose of utilizing the facilities therein to provide drainage from the Southern Property to the Drainage Canal.

(c) Landscaping and Signage. The Association shall maintain all landscaping 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, or which are designated as landscaped buffer zones on a Plat, except portions to be maintained by Owners under the provisions of Article VII hereof, or unless otherwise designated on a Plat or in a supplemental declaration. The Association shall also maintain signage within the property identifying the Odum's Mill PUD and the various subdivisions therein.

(d) Wetland Conservation Area and Landscape/Buffer. The Association shall maintain the Wetland Conservation Area as required by the Declaration of Conservation Easement recorded in the Official Records of St. Johns County, Florida, and the area delineated on the plat as "landscape buffer area" as required by St. Johns County.

5.3 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 Regulations for the use of the Property, and at all times shall do all things reasonably necessary to comply with the Regulations. The validity of the Association's 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 Regulations initially shall be promulgated by the Board of Directors, or 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 the provisions of the Legal Documents pertaining to the development plan established by this Declaration, will be valid without the written approval of the Developer, as long as Developer still owns any of the Property or Additional Lands. 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.

5.4 Implied Rights. 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.

5.5 Access by Association. The Association has a right of entry on to each Lot (but not in the Residential Unit located thereon) to the extent reasonably necessary to exercise any right granted, or to discharge 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 purpose herein set forth. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5.6 Restriction on Capital Improvements. All capital improvements to the Common Areas by the Association, 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 two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.7 Reserves. At the discretion of the Board of Directors of the Association, 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.

COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. Each Owner of a Lot by acceptance of a deed or other conveyance of record title to any Lot, 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

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, or a portion of the Property 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 imposed 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 at the discretion of the Board of Directors of the Association), the the payment of assessments to the Drainage Association and Canal Authority as provided by section 5.2(b) hereof, payment of taxes and insurance, and for the performance of the Association's duties and permissible activities 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.

Amount.

(i) During the calendar year when the first Lot is conveyed to an Owner, the maximum annual maintenance assessment shall be Five Hundred Dollars (\$500.00) for each Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(ii) Commencing with the fiscal year beginning January 1 of the year immediately following the calendar year when the first Lot is conveyed to an Owner, the Board of Directors, at its annual meeting next preceding such date, and effective as of each respective January 1st thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lot, provided that the maximum annual maintenance assessment may not be increased more than five percent (5%) ← above the maximum annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened with at least sixty percent (60%) of the Owners or their proxies present. If the sixty percent (60%) quorum cannot be obtained at the initial meeting, a second meeting may be called at which the quorum shall be thirty percent (30%). The amount of the annual maintenance assessment shall be fixed by the Board of Directors for each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest or late charge so long as not 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 all Lots conveyed to an Owner on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment against any Lot 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 transfer of title of a Lot to an Owner other than the Developer or a Builder, the transferee shall pay to the Association a working capital contribution equal to two 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 Builder 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 two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose. Notwithstanding this or any other provision of this Declaration, in the event that the Canal Authority or the Drainage Association imposes a special assessment on the Association, then such assessment shall be imposed on the members of the Association as a special assessment and shall not require approval of the members.

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 pro rata 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. Except as expressly set forth herein, the annual maintenance assessment and any special assessments for the Common Areas must be uniform throughout the Property. Notwithstanding this or any other provision of this Declaration, Developer shall not be required to pay annual or special assessments on any Lot owned by Developer.

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, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot, 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 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 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 30 days after its due date bears 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 is 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 personally obligated to pay such assessment, or foreclose its lien. No Owner 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 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 provided in 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 (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

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the Association's lien. Upon request from any First Mortgagee, the Association shall report to such First Mortgagee any assessments remaining unpaid for more than 60 days and shall give such First Mortgagee 30 days in 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.

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 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, (other than the Subdivision Boundary Fence), 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 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 Additional Lands, 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 Builder. To the extent applicable each Builder shall comply with the provisions of this Article as to any portion of the Property owned by such Builder.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 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 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) twenty (20) years from the date this Declaration is recorded. 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.

8.2 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, and require the removal or destruction of (when constructed without A. R. C. approval), those exterior 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 reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of 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. Violation of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

8.3 A. R. C. Approval. Except for all construction relating to the Work and items installed by Developer as part of the Work, the A. R. C.'s prior approval is required for any and all construction or reconstruction of improvements of any nature whatsoever, unless the structure, use, or activity is expressly permitted by the A. R. C.'s promulgated rules and regulations.

8.4 Applications. All applications and submittals to the A. R. C. must conform to the A. R. C. submittal and approval process as reflected in the then current A. R. C. architectural guidelines and must be accompanied by all information required by such guidelines. All applications and submittals 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. If the A. R. C. does not approve or disapprove any application within 30 days after receipt, 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.

8.5 Inspection. The A. R. C. or its designate shall 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 his 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 excusing the non-compliance or requiring the Owner to correct the non-compliant items.

8.6 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

OPERATION AND EXTENSION

9.1 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 agrees that all extensions shall be in accordance with the general plan of development established by this Declaration and the PUD Ordinance. 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, Builder, 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 twenty (20) 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.

9.2 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of two-thirds (2/3) of each class 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.

9.3 Allocation of Permissible Residential Units. Any amendments 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 X

GENERAL PROVISIONS

10.1 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. The Owner of such property shall pay Developer or the Association on demand the actual cost of performing the enforcement plus twenty percent (20%) 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 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, any file and foreclose such lien.

(b) Legal Proceedings. The Developer, 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. If any Owner obtains the enforcement of any provision of the Legal Documents against any Owner other than Developer, or the Association or if the Association, or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from the nonprevailing 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, 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, the Association or by any Owner to enforce any covenant, restriction 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 or the Association to any Owner or any other person.

10.2 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, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration was originally recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten 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 months immediately preceding the beginning of any renewal period.

10.3 Amendment.

(a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration or the other Legal Documents 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 amend this Declaration or the other Legal Documents with reference to portions of the Additional Lands to conform to the housing products to be developed on such lands.

(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 time 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.

(c) Security Gate. Developer has installed underground pipes and other facilities at the entry to the Property on State Road 210 necessary to provide for the future installation of a security gate for the Property. The Owners may, at any time, amend this Declaration in accordance with the provisions of Article 10.3(b) to provide for a security gate to be constructed and paid for by the Association, for the collection of funds necessary to construct such security gate by the Association either through annual or special assessments and for the maximum annual assessment to be increased to provide for the additional costs associated with operating and manning the security gate. Any such amendment to this Declaration shall require the approval of Developer as long as there is a Class B membership.

10.4 Other Approvals. All of the following actions require the prior approval of the Developer (for so long as there is a Class B membership), the owners of sixty-seven percent (67%) of the Lots (excluding the Developer), 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; (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.

10.5 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 Area 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 materially 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.

10.6 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 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 charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled 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 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.

10.7 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, from doing or performing on all or any part of the Property owned or controlled by 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, utility facilities, lakes and drainage systems within the Property.

10.8 Assignment. Developer may assign to any Person 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 10.7 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.

10.9 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, 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.

10.10 Notices. Any notice required to be sent to any Owner 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 St. Johns County, Florida at the time of such mailing. Notices to the Developer or the Association shall be sent in the manner described above to the registered office of the Developer or the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration of Covenants and Restrictions for Odum's Mill the date first stated above.

Signed, sealed and delivered in the presence of:

Gregory E. Matovina
Gregory S. Matovina
Corinne Chronister
Corinne Chronister

Corinne Chronister
Corinne Chronister
Gregory E. Matovina
Gregory S. Matovina

Atlantic Builders, Inc.

By: John Towers

Name: John B. Towers

Its: Vice President

(CORPORATE SEAL)

W. R. Howell Company

By: William R. Howell

Name: William R. Howell

Its: President President

(CORPORATE SEAL)

U. R. 1105 PG 1310

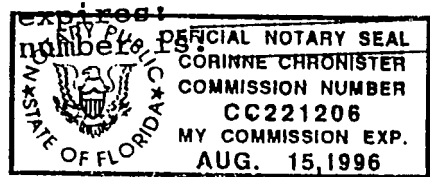
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of April 1995, by John Towers, the Vice President of Atlantic Builders, Inc., a Florida corporation, general partner of Odum's Mill, Ltd., who is () personally known to me or () has produced identification and who () did or () did not take an oath.

Corinne Chronister
Notary Public, State of Florida
Name: _____

My commission expires: _____
My commission number is: _____



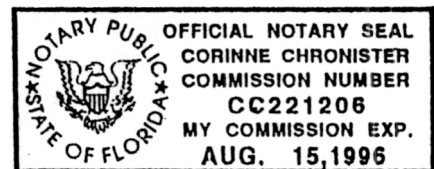
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of April 1995, by William R. Howell, the President of W.R. Howell Company, a Florida corporation, general partner of Odum's Mill, Ltd., who is () personally known to me or () has produced identification and who () did or () did not take an oath.

Corinne Chronister
Notary Public, State of Florida
Name: _____

My commission expires: _____
My commission number is: _____



O.R 1105 PG 1311

EXHIBIT "A"

LEGAL DESCRIPTION

All of the lands shown on and according to the plat of Odom's Mill Unit One as recorded in Map Book 28, Pages 43-55, of the current public records of St. Johns County, Florida.

EXHIBIT "B"

ADDITIONAL LANDS

A portion of the Joseph S. Sanchez Grant, Section 43, TOGETHER WITH a portion of the Heirs of Thomas Fitch Grant, Section 48, TOGETHER WITH a portion of Section 41, all lying in Township 4 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the corner common to Sections 9, 10, 44 and 16; thence South 87°25'45" West, along the North line of said Section 16, a distance of 791.61 feet, to the Westerly right-of-way line of County Road No. 210, also known as Old Palm Valley Road (a 100 foot right-of-way as now established); thence Southeasterly along last said line run the following three courses and distances; COURSE NO. 1: South 06°49'15" East, 918.34 feet, to the point of curvature of a curve to the left; COURSE NO. 2: along and around the arc of said curve, concave Easterly, and having a radius of 1330.97 feet, an arc distance of 612.38 feet, said arc being subtended by a chord bearing and distance of South 20°00'07" East, 606.99 feet, to the point of tangency of said curve; COURSE NO. 3: South 33°10'58" East, 1628.11 feet; thence South 58°39'55" West, 567.50 feet; thence North 86°42'49" West, 622.52 feet; thence South 21°07'45" West, 163.00 feet, to the POINT OF BEGINNING; thence South 21°39'05" West, 482.41 feet; thence North 42°03'31" West, 220.52 feet, to the intersection with the arc of a curve to the Northwest (said point of intersection not tangent to last said line); thence along and around the arc of said curve, concave Southwesterly, and having a radius of 724.99 feet, an arc distance of 120.37 feet, said arc being subtended by a chord bearing and distance of North 51°07'37" West, 120.23 feet; thence North 19°51'19" West, 98.73 feet; thence North 32°33'58" West, 171.20 feet; thence North 14°06'00" East, 458.67 feet; thence North 00°18'08" East, 116.86 feet; thence North 13°29'45" West, 231.51 feet; thence North 36°21'37" West, 135.66 feet; thence South 78°22'53" West, 134.09 feet; thence South 55°08'11" West, 108.00 feet; thence North 14°51'49" West, 154.95 feet; thence North 55°08'11" East, 92.87 feet; thence North 70°23'46" East, 89.00 feet; thence North 25°36'59" East, 177.95 feet; thence North 29°44'42" West, 196.71 feet; thence North 09°55'35" East, 132.07 feet; thence North 05°07'47" West, 127.28 feet; thence North 20°11'09" West, 169.85 feet; thence North 03°34'35" West, 187.53 feet; thence North 51°13'40" West, 66.54 feet; thence South 86°42'20" West, 167.91 feet; thence North 15°13'31" West, 78.28 feet; thence North 51°20'25" East, 50.16 feet; thence North 27°16'07" West, 79.62 feet, to the Southerly right-of-way line of Landrum Road, a 100 foot public right-of-way as now established, and the arc of a curve to the Southwest; thence Southwesterly, along last said line, run the following three (3) courses and distances: COURSE NO. 1: along and around the arc of said curve, concave Northerly, having a radius of 452.50 feet, an arc distance of 239.32 feet, said arc being subtended by a chord bearing and distance of South 77°52'56" West, 236.55 feet, to the point of reverse curvature of a curve to the Southwest; COURSE NO. 2: along and around the arc of said curve, concave Southerly, having a radius of 830.00 feet, an arc distance of 224.53 feet, said arc being subtended by a chord bearing and distance of South 85°17'04" West, 223.85 feet, to the point of tangency; COURSE NO. 3: South 77°32'02" West, 787.05 feet, to the Easterly boundary line of Palm Valley Gardens Unit 2, as recorded in Map Book 5, Page 65 of the Public Records of said county; thence Southeasterly, along last said line, run the following two (2) courses and distances; COURSE NO. 1: South 12°09'23" East, 3499.74 feet; COURSE NO. 2: South 24°36'56" East, 677.14 feet; thence North 49°55'59" East, 1432.88 feet; thence North 28°54'34" East, 743.46 feet; thence North 21°07'45" East, 230.49 feet to the POINT OF BEGINNING.

Containing 127.76 acres, more or less

MEMO: Legibility of writing;
Typing or printing unsatisfactory in
this document.

EXHIBIT "C"

COMMON AREAS

The Common Areas shall initially include the Private Easements and Tracts shown on the Plat of Odom's Mill Unit One including the private rights-of-way, the Subdivision Boundary Fence, signs and landscaping to be erected by Developer on Tracts "AB", "B" and "E" of Odom's Mill Unit One, the Property Drainage System, the Overall Drainage System, the Wetland Conservation Easement and all other property owned by the Association or designated for ownership or maintenance by the Association by Developer, all of which shall be maintained by the Association in accordance with the provisions of the Declaration.

MORTGAGEE CONSENT

The undersigned First Union National Bank of Florida, a national banking ass., the holder of a mortgage recorded in Official Records Volume 1056, Page 1571, of the Public Records of St. Johns County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration of Covenants, Conditions and Restrictions for Odom's Mill.

Signed, sealed and delivered in the presence of:

FIRST UNION NATIONAL BANK OF FLORI

Jane Evans
Printed name JANE EVANS

Elizabeth Brooke
Its

Brett R. Bosworth
Printed name BRETT R. BOSWORTH

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of April, 1995, by Elizabeth Brooke, being personally known to me.

SUSAN L. BELL
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Dec. 5, 1996
Commission No. CC 246955
Notary Public located at Patterson - Becht Agency

CONSENT AND JOINDER BY OWNER

CENTEX REAL ESTATE CORPORATION, a NEVADA CORPORATION, as Owner of Lot(s) lots 13 & 14, included in the Property, hereby joins in this Declaration for the purpose of consenting thereto and to acknowledge that the Residential Lot(s) owned by it are fully subject to and benefitted by all the terms and provisions of this Declaration.

Signed, sealed and delivered in the presence of:

CENTEX REAL ESTATE CORPORATION

Debra M. Leavitt
Printed name DEBRA M. LEAVITT

BY: Eric Braathen
Eric Braathen
Controller

Tephi Lane
Printed name TEPHI LANE

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of March 1995 by Eric Braathen, Controller of
CENTEX REAL ESTATE CORPORATION

Debra M. Leavitt
Notary Public

My commission expires



DEBRA M. LEAVITT
MY COMMISSION # 00 244380 EXPIRES
November 19, 1996
BONDED THRU TROY FAIN INSURANCE, INC.