

**DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND
RESTRICTIONS**

FOR THE

**QUADRILLE OF PONTE VEDRA BEACH HOMEOWNERS
ASSOCIATION, INC.**

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**INDEX OF DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR THE
QUADRILLE OF PONTE VEDRA BEACH HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I DEFINITIONS

Section 1.1	Association	1
Section 1.2	Common Area	1
Section 1.3	Declarant	2
Section 1.4	Limited Common Area	2
Section 1.5	Lot	2
Section 1.6	Marsh Landing Parkway Lots	2
Section 1.7	MLMA	2
Section 1.8	Owner	2
Section 1.9	Property	2
Section 1.10	Surface Water or Stormwater Management System	2

ARTICLE II COMMON AREA

Section 2.1	Declaration and Conveyance of Common Area	3
Section 2.2	Owners' Easements of Enjoyment	3
Section 2.3	Delegation of Use	4
Section 2.4	Maintenance of Common Area and Compliance with Applicable Permits	4
Section 2.5	Mutuality	5
Section 2.6	Benefits and Burdens	5

ARTICLE III PROPERTY SUBJECT TO DECLARATION

Section 3.1	No Implied Extension of Covenants	5
Section 3.2	Additional Lands	5
Section 3.3	Withdrawal of Lands	6

ARTICLE IV COVENANTS FOR ASSESSMENTS; MEMBERSHIP

Section 4.1	Creation of the Lien and Personal Obligation of Assessments	6
Section 4.2	Purpose of Assessments	6
Section 4.3	Working Capital Fund	7
Section 4.4	Special Assessments	7
Section 4.5	Uniform Rate of Assessment	7
Section 4.6	Date of Commencement of Annual Assessments: Due Dates	7
Section 4.7	Effect of Nonpayment of Assessments: Remedies of the Association	7
Section 4.8	Subordination of the Lien to Mortgages	8
Section 4.9	Notices of Sales	8

Section 4.10	Membership	8
Section 4.11	Classes of Membership	8

ARTICLE V ARCHITECTURAL AND LANDSCAPE COVENANTS AND RESTRICTIONS

Section 5.1	Use Restrictions	9
Section 5.2	Fences and Walls	9
Section 5.3	Set Back Lines	10
Section 5.4	Minimum Square Footage	10
Section 5.5	Landscaping	10
Section 5.6	Architectural Façade	12
Section 5.7	Building Height	13
Section 5.8	Exterior Materials and Finishes	13
Section 5.9	Exterior Colors	13
Section 5.10	Garages	13
Section 5.11	Parking and Driveway	13
Section 5.12	Service Courts	13
Section 5.13	Roofs and Chimneys	14
Section 5.14	Metal	14
Section 5.15	Windows and Doors	15
Section 5.16	Exterior Fireplaces	15
Section 5.17	Swimming Pools and Screen Enclosures	15
Section 5.18	Mailbox	15
Section 5.19	Basketball Goals, Game and Play and other Structures including such elements as trampolines etc.	15
Section 5.20	Flagpoles and Other Structures	15
Section 5.21	Other Structures	16
Section 5.22	Pet Structures	16
Section 5.23	Wells	16
Section 5.24	Utility Connection	16
Section 5.25	Prohibited Activities	16
Section 5.26	Pets and Animals	16
Section 5.27	Clotheslines	17
Section 5.28	Parking of Wheeled Vehicles, Boats, Etc.	17
Section 5.29	Signs	17
Section 5.30	Aerials, Antennas and Satellite Receptor Dishes	17
Section 5.31	Solar Equipment	17
Section 5.32	Encroachments	17
Section 5.33	Window Air-Conditioning	18
Section 5.34	Firewood	18
Section 5.35	Temporary Structures	18
Section 5.36	Garbage and Refuse Disposal	18
Section 5.37	Sewage Disposal	18
Section 5.38	Lot Grading and Drainage	18
Section 5.39	Emergency Electric Generator	19
Section 5.40	Property Maintenance	19

ARTICLE VI ARCHITECTURAL AND LANDSCAPE CONTROL

Section 6.1	Architectural Review and Approval	20
Section 6.2	Review Procedures	20
Section 6.3	Limited Liability	21

ARTICLE VII EASEMENT, UTILITIES AND OBLIGATIONS

Section 7.1	Stormwater Management System	21
Section 7.2	Easement for Access and Drainage	22
Section 7.3	Negative Natural Buffer	22
Section 7.4	Assignment of Maintenance Obligations	22
Section 7.5	Indemnification	22
Section 7.6	Utility Easements	23
Section 7.7	Easements for Maintenance Purposes	23
Section 7.8	Fencing	23
Section 7.9	Landscaping	24
Section 7.10	Irrigation Well	24
Section 7.11	Building Eaves	24

ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1	Exterior Maintenance	24
Section 8.2	Assessments of Costs	24
Section 8.3	Access	25

ARTICLE IX USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 9.1	Residential Use	25
Section 9.2	Lot Coverage and Living Area	25
Section 9.3	No Detached Buildings	25
Section 9.4	Setbacks	25
Section 9.5	Motor Vehicles and Boats	25
Section 9.6	Nuisances	26
Section 9.7	Antenna	26
Section 9.8	Lakes	26
Section 9.9	Insurance and Casualty Damages	27
Section 9.10	Trees	27
Section 9.11	Artificial Vegetation	27
Section 9.12	Signs	27
Section 9.13	Lighting	27
Section 9.14	Animals	27
Section 9.15	Maintenance of Lots and Limited Common Areas	28
Section 9.16	Fences	28
Section 9.17	Maintenance of Driveways	28

Section 9.18	Sidewalk Construction	28
Section 9.19	Prohibition against Garage Sales	28
Section 9.20	Rental Restrictions	28
Section 9.21	Community Use Rules	29

ARTICLE X GENERAL PROVISIONS

Section 10.1	Enforcement	29
Section 10.2	Severability	30
Section 10.3	Declarant Reservation	31
Section 10.4	Termination or Amendment	31
Section 10.5	Assignment of Permit Responsibilities and Indemnification	32
Section 10.6	Attorneys' Fees	32

Exhibit A - Property
Exhibit B - Common Area
Exhibit C – Initial Rules

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS
(Quadrille of Ponte Vedra Beach)**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ("Declaration") made on February 26, 2020, by **QUADRILLE PARTNERS, LTD.**, a Florida limited partnership ("Declarant") and **MARCUS ALLEN HOMES, INC.**, a Florida corporation ("MAH").

WITNESSETH:

WHEREAS, Declarant and MAH are the owners of the real property located in St. Johns County, Florida, which is more particularly described on the attached Exhibit "A" ("Property").

WHEREAS, the Property is benefitted by a drainage easement reserved in the Special Warranty Deed recorded at Official Records Book 1275, Page 340, as modified by the Drainage and Retention Easement Agreement recorded at Official Records Book 4852, page 1092, both of the St. Johns County public records (together, the "Drainage Easement"). The Drainage Easement encumbers the property described on the attached Exhibit "B" ("MLMA Parcel").

NOW, THEREFORE, Declarant and MAH hereby declare that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "**Association**" shall mean and refer to **QUADRILLE OF PONTE VEDRA BEACH HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, its successors and assigns.

Section 1.2 "**Common Area**" shall mean and refer to all real property (including easements, licenses and rights to use real property) and personal property within, adjacent or benefitting the Property, if any, which is owned by Declarant or the Association and which Declarant has designated for the common use of the Owners by reference thereto in this Section 1.2, by recording a Supplementary Declaration pursuant to the terms of Section 2.1 below, or by dedication to the Association in the plat of the Property. The Common Area initially designated by Declarant shall consist of the drainage easement rights encumbering the MLMA Parcel pursuant to the Drainage Easement. The Common Area is intended for the common use and enjoyment of the Owners, including, but not limited to, the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of

Environmental Regulation and/or the U.S. Army Corps of Engineers and the areas shown on the recorded plat as "Lakes" or "Easements" which connect the Lakes with other drainage facilities. The Common Area shall include those areas conveyed by Declarant to the Association pursuant to the provisions of this Declaration.

Section 1.3 "Declarant" shall mean and refer to Quadrille Partners, Ltd., a Florida limited partnership, and its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of Declarant as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Quadrille as Declarant of the Property is not intended and shall not be construed, to impose upon Quadrille any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or other parcels within the Property from Quadrille and develop and resell the same.

Section 1.4 "Limited Common Area" shall mean the Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area or the MLMA Parcel.

Section 1.6 "Marsh Landing Parkway Lots" shall mean the Lots which back up to Marsh Landing Parkway and are identified as Lots 10, 11, 12 and 13 on the Plat of the Property recorded at Map Book 100, pages 62-65 of the St. Johns County public records.

Section 1.7 "MLMA" shall mean Marsh Landing at Sawgrass Master Association, Inc., or its successors or assigns.

Section 1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. MAH shall be deemed an Owner so long as MAH owns any Lot within Property.

Section 1.9 "Property" shall mean and refer to the real property located in St. Johns County, Florida and described on the attached Exhibit "A" and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 or 3.3 below.

Section 1.10 "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented within the Property and the MLMA Parcel to control discharges which are necessitated by rainfall events, incorporating methods to

collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapter 62-330 F.A.C. or regulations of similar import For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property, and the drainage improvements serving the Property and located within the MLMA Parcel.

ARTICLE II

COMMON AREA

Section 2.1 Designation and Conveyance of Common Area. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by Declarant as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 2.1, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as Declarant shall own any Lot, Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot, Declarant shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by Declarant shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 below. No land owned by Declarant shall be deemed to be Common Area unless such land is expressly referenced as such under Section 1.2, even if Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 2.1, upon Declarant's written request, the Association shall promptly execute and deliver to Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. Declarant agrees that all of the Common Area owned by Declarant shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after Declarant shall no longer own any Lot, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 2.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the owner of the Common Area, with the consent of Declarant (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of Declarant (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners;

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the DRI or PUD;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by Declarant or the Association;

(e) The rights of Declarant and the Association under Sections 3.2 and 3.3 to add to or withdraw land from the Common Area;

(f) The terms and conditions of the Drainage Easement and any other easements or encumbrances affecting title to the Common Area; and,

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

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area located within the MLMA Parcel or over any other Owner's property or other privately-owned portions of the Property.

Section 2.3 Delegation of Use. Any Owner may delegate, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants or contract purchasers who reside on the property.

Section 2.4 Maintenance Obligations and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Property's perimeter and internal fencing (as provided in Section 7.8 below), the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall also provide regular

maintenance service for lawns and landscaping on all Lots as provided in Section 5.5 below. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or St. Johns County, Florida. Notwithstanding any provision of this Declaration to the contrary, and the Association shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof, including without limitation, any temporary or permanent wetland mitigation monitoring that may be required by such permits. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association ("Board"), and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 2.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 2.5 Mutuality. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 2.6 Benefits and Burdens. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE III

PROPERTY SUBJECT TO DECLARATION

Section 3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant to subject any other property now or hereafter owned by Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 Additional Lands. Declarant or the Association (upon the approval of its Board of Directors and with the consent of the owner of the additional land) may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Declarant, the Association and the owner of the additional land, if applicable, with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner, any mortgagee of land within the Property or any other party other than the owner of the additional land, if applicable.

Section 3.3 Withdrawal of Lands. Declarant or the Association (upon the approval of its Board of Directors and with the consent of the affected land owner) may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Declarant, the Association and the affected land owner, as applicable, with respect to the lands to be withdrawn.

ARTICLE IV

COVENANT FOR ASSESSMENTS; MEMBERSHIP

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned or to be created within the Property, and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual, special and area assessments established and levied pursuant to the terms of this Declaration. Such assessments and any and all other charges assessed by the Association to any Owner or any Lot pursuant to this Declaration including, but not limited to annual assessments, special assessments, the costs of collection thereof (including reasonable attorneys' fees whether incurred before or at trial, on appeal, in bankruptcy or in post-judgment collection), and interest which accrues thereon (together, "assessments"), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purposes of operational expenses, management and accounting fees, taxes,

insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 2.4 above, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be used to promote the recreation, health, and welfare of the residents in the Property and for the improvement, maintenance and repair of the Common Area and Stormwater Management System, including, but not limited work within retention areas, drainage structures and drainage easements located within the Property and MLMA Parcel which is owned by MLMA as of the date of this Declaration. The Assessments shall also be used to maintain, repair and replace the landscaping, common irrigation system and fencing located in the Common Area and MLMA Parcel.

Section 4.3 Working Capital Fund. The Association shall establish a working capital fund which shall be funded as set forth in this Section 4.3. Upon the initial transfer of title of a Lot from Declarant (or from any successor in title to any portion of the Property who received a contemporaneous full or partial assignment of Declarant's rights as contemplated in Section 1.3) to an Owner, the Owner shall be required to pay to the Association a working capital contribution of \$3,000.00. This working capital contribution shall not be considered an advance payment of any assessments due pursuant to this Article IV. The working capital fund established by the Association may be used for any purpose for which the Board deems appropriate, including, without limitation, for operational expenses, reserves, capital improvements, or similar uses.

Section 4.4 Special Assessments. In addition to the annual assessments authorized above, the Association, pursuant to a majority vote of its Board of Directors, may levy special assessments in accordance with the provisions of Chapter 720, Florida Statutes, as the same may be amended from time to time (the "HOA Act").

Section 4.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual basis.

Section 4.6 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to any Lot on the date following the conveyance of such Lot by Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. Annual assessments shall be established based upon an annual budget approved by the Board. Installments of the annual assessments shall be paid semi-annually by the Owners on January 1 and July 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4.7 Effect of Nonpayment of Assessments: Remedies of the Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments

which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs of collection, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for pre-trial demands, preparation, trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 4.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the lien for assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085 Florida Statutes, or any statute of similar import.

Section 4.9 Notices of Sales. Notice of all sales of a Lot must be given to the Association together with a photocopy of the recorded deed of conveyance and closing statement within 30 days of the closing of the sale. All deeds conveying a Lot or any interest in a Lot must specifically make reference to this Declaration including the book and page where this Declaration is recorded in the public records. If notice is not so given, or if the deed does not comply with these provisions, then the Association may impose a fine which shall be both a joint and several obligation of the seller(s) of the Parcel and the purchaser(s) of the Parcel. The fine will accrue on the 31st day next following closing and continue until the date that the notice is given and a conforming deed is furnished. Omissions in the required deed verbiage may be corrected by execution and recording of a corrective instrument, but such remedy shall not relieve the parties from any fines accruing prior to effecting the remedy.

Section 4.10 Membership. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.11 Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Declarant while Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

(b) Class B. The Class B Member shall be the Declarant, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Declarant has conveyed ninety percent (90%) of the Lots or when the Declarant, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon termination of its Class B Membership, Declarant shall be a Class A Member so long as it owns any Lots.

ARTICLE V

ARCHITECTURAL AND LANDSCAPE COVENANTS AND RESTRICTIONS

NOTICE: THIS ARTICLE V MAY NOT BE SUBSTANTIVELY AMENDED IN A MANNER MATERIAL AND ADVERSE TO MLMA AND INCONSISTENT WITH THE ARCHITCTURAL GUIDELINES OF MLMA, WITHOUT PRIOR WRITTEN APPROVAL OF MLMA IN ACCORDANCE WITH SECTION 10.4 BELOW

Section 5.1 Use Restrictions. No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than a: (i) one single-family home, not to exceed thirty five feet (35') in height, (ii) one private garage to accommodate up to three (3) cars, which must be attached to the home constructed on the Lot. The home may also include one (1) additional attached garage large enough to accommodate no more than one (1) golf cart. Nothing herein contained shall be construed to prevent Declarant to use any Lot for a right-of-way for road purposes or easements.

Section 5.2 Fences and Walls. No fence or wall shall be erected, placed or altered on the boundary lines of the Property other than the perimeter fence of the community that Declarant has erected, or is required to erect, and which will be maintained by the Association ("Perimeter Fence"). All fences and walls erected by Declarant shall be maintained by the Association as a common expense. All fence or wall locations must be approved by the Board and will require landscaping as approved by the Board. All fences (other than the Perimeter Fence) will be aluminum or wrought iron picket style, no more than 4' tall and charcoal or bronze in color. All walls (other than the Perimeter Fence) must match the house in color and surface treatment and be

no more than 6' high. All wall, fence, paving, planting or other improvement placed upon an easement encumbering the Property shall be removed upon the request of the Association at the sole expense of the Owner.

Section 5.3 Set Back Lines. All improvements constructed with the Lots are subject to approval by the Board, and must comply with all setbacks required by relevant governmental agencies and the Declaration of Restrictive Covenants from Declarant in favor of MLMA (as defined below) recorded or to be recorded in the St. Johns County public records. Each Lot will require an individual review of its setbacks as part of the compliance review. In addition to any legal requirements the Board, at its discretion, may consider such areas as detrimental effect on privacy, view, preservation of trees and vegetation, etc. No structure or other improvement or change in the topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the plat of the Property, the public records of St. Johns County, or easements of any kind referenced to in this Declaration. The Board will consider requests for variances that may need to be made to a governmental agency but is under no obligation to do so.

Section 5.4 Minimum Square Footage. No residence shall be constructed or permitted to remain on any Lot unless the square footage of air conditioned living area thereof, exclusive of garages, porches and storage room, shall be equal to or exceed two thousand and eight hundred square feet (2,800). While maximum building sizes may not be specifically established, the Board may, at its discretion, disapprove a submittal that is inappropriate for the site due to size.

Section 5.5 Landscaping.

(a) The Owners recognize that the Board requires the installation and proper maintenance of an aesthetically designed landscape to enhance and protect the property values of all the Owners. The approval of the initial landscape design for new construction is at the sole discretion of the Board. It is important that sufficiently detailed plans be submitted for a review to be made or the application will be rejected. It is recommended that a registered landscape architect be employed. Once installed the approved plan must be maintained at a level that is comparable to the maintenance level of the common areas with no dead or dying plants and weekly trimming, weeding and mowing. The plan shall be required to include foundation planting that shall extend continuously along all sides of the house and all sides of any other approved improvement such as a pool or screened enclosure. The minimum depth of the landscape bed shall be 3 ½ feet and all new or replacement landscape material shall be 3 gallon or larger using customary industry standards.

(b) Upon construction of a home on any Lot, such Lot Owner shall be required to install and maintain on such Owner's Lot one healthy shade/canopy tree for every 1000 square feet of net pervious lot area. Front yard shade/canopy trees shall be a minimum 6 inch caliper and 14-16 feet in height. Rear and side yard trees shall be a minimum of 4 inch caliper and 10-12 feet in height. Credit will be given for existing trees.

(c) Upon construction of a home on any Lot, such Lot Owner shall be required to install St. Augustine Floratam grass (or any equivalent grass approved by the Board) in all areas not part

of a bed unless approved to be left natural by the Board at its discretion. All Lots will have an irrigation system installed and maintained so that it covers 100% of the landscaped areas sufficient for healthy normal growth.

(d) The mass indiscriminate cutting down of trees by any Owner other than Declarant is expressly prohibited without the written consent of Declarant or the Board, except in those areas where building and other improvements shall be located; i.e.: homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any Lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance, to prevent the growth of weeds and to prevent erosion. In reviewing building plans, the Board takes into account the natural landscaping such as trees, shrubs and palmettos and encourages the owner to incorporate them into the landscaping plan.

(e) No tree of 6 inches or larger in diameter measured at 3 feet above the natural grade ("Protected Tree") shall be removed without approval of the Board. Any other tree which requires the approval of St. Johns County or other government agency to remove is also considered a "Protected Tree." Removal of any Protected Tree without Board approval is subject to replacement at the owner's expense and a possible fine as imposed by the Board. Mitigation may be required depending upon the number and size of the trees removed. Anyone intending to remove any Protected Tree must apply to the Board for approval prior to removing any Protected Tree. Normal tree trimming up-keep and slight canopy raising do not require prior Board approval. The Board may require proof of any County permits as a condition to granting approval for tree removal.

(f) The Association will be responsible for engaging and managing commercial landscaping maintenance services to maintain the landscape and lawns within the Property (including all Lots) at the level determined by the Board; provided, however, the required maintenance shall include at a minimum mowing, weeding, edging, trimming of shrubbery and small trees no more than 12' high and blowing off the streets and hardscapes. Regular maintenance shall include fertilization and treatment for weeds and pests. The costs for the regular maintenance of the landscaping within the Property shall be a common expense and assessed to each Owner as provided in Article IV. Association also shall be responsible for installing, maintaining, trimming and, as necessary, replacing the landscape (including the viburnum hedge and irrigation system) to be installed on the MLMA Parcel and along the rear of Lots 10 through 14 on the Quadrille Property (the "MLMA Landscaping and Hedge"). The viburnum hedge will be grown and maintained to a height of no less than six (6) feet. If the Association fails to maintain the MLMA Landscaping and Hedge as aforesaid to the satisfaction of MLMA, MLMA shall give the Association written notice of the defects (which written notice is not required in the case of emergency, in which event, MLMA may without any prior notice directly remedy the problem). Upon the Association's failure to make such corrections as may be necessary within fifteen (15) days of the date of such written notice, in addition to other remedies set forth herein in favor of MLMA, MLMA may (but is not obligated to) enter upon the applicable property (including any Lot within the Quadrille Property as is reasonably necessary) and make such corrections as may be necessary. In such event, the Association shall reimburse MLMA for all costs associated with MLMA's correction of the deficiencies, together with administrative and legal costs and fees, plus

interest on all such amounts at the highest interest rate allowed by applicable laws, until paid. Such entry by MLMA or its agents shall not constitute a trespass.

(g) Notwithstanding the Association's regular maintenance obligations, the Owner of each Lot shall be required to maintain, repair and replace the lawn and landscaping for such Owner's Lot. An inspection will take place during November of every year to evaluate the condition of the irrigation system, lawn, shrubbery and trees of each developed lot. Each Lot is required to have its irrigation system fully operational and any dead, dying or materially misfigured shrubs will be replaced with the same type and size of plant as originally installed. Patches of dead grass of 10 SF or more must be resodded with the same species of grass as originally installed. A written report and estimate will be provided to the Owner. The work shown must be completed within 60 days of receipt of the report if the Owner does not file a written appeal with the Board within 30 days of the reports receipt. The report is considered accepted by the Owner if no appeal is filed within the 30 days. An Owner can arrange to have the work done or have the contractor providing the estimate do the work but must contract directly with that contractor. If an Owner files a written appeal with the Association, the Owner shall state the basis of any disagreements with the report and request a joint inspection with the Association. The Association will provide a final decision within 30 days of the joint inspection and that decision is final and the work required by the final decision must be completed within 60 days from receipt of the appeal decision. All work required by this paragraph will be subject to a daily fine if not completed by the required deadlines. Notwithstanding the Association's annual inspection, all Owners shall be required to, at all times, maintain their landscaping to the standard required by the Board, the Association and this Declaration.

(h) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any residential parcel.

(i) Concrete curbing around beds and planters is prohibited.

(j) All fountains or other landscape features require separate approval by the Board at its sole discretion.

(k) All planting beds must be kept mulched with a natural material so that no bare earth is visible.

(l) No weeds, underbrush, refuse piles, unsightly growth or objects of any kind shall be allowed on any of the yards of the Property.

Section 5.6 Architectural Façade. Improvements within the Property shall be in the "West Indies" architectural style. All elevations of the house shall comply or be architecturally consistent with the West Indies style and visibly interesting. Rear and side elevations shall be architecturally compatible with the front elevation. Long blank walls will not be permitted and must be broken up with any combination of windows or breaks in wall planes or added detailing such as moldings, garden walls, etc. Expansive panes of glass are discouraged but may be approved when they are used to open up the home to a pool or other outside area. The use of dormers, jogs, overhangs, porte-cochere, bay windows, shutters, entry courts, etc., is encouraged

to create interest. Window shutters are appropriate only where sized to match the window openings. Owners recognize that many of these issues are subjective and approval is at the sole discretion of the Board.

Section 5.7 Building Height. To maintain the residential scale each home is typically limited to two stories and restricted to no more than 35 feet above finished grade, excluding chimneys. If the proposed construction includes changes in lot elevation then the Board may consider requiring a building height less than 35 feet where there would be adverse impact on adjacent homes.

Section 5.8 Exterior Materials and Finishes. Acceptable exterior finishes and materials must be approved by the Board. Neither aluminum nor wood sheet sidings will be allowed. Composition or engineered products will be reviewed on a case-by-case basis.

Section 5.9 Exterior Colors. The Board shall have final approval of all exterior color plans. Each Owner or their representative must submit to the Board prior to initial construction and development upon any lot or before any repainting or other improvement is begun a color sheet detailing the color of the exterior walls, trim, shutters, roof, etc. The Board shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms to the natural color scheme of the community. Homes with color schemes that are deemed the same as homes on either side or across the street will not be approved. Prior approval from the Board is required if painting any element of the exterior (including fences) a different color than the existing approved colors. For new home construction the Board may defer submission of the color sheet to allow construction to begin but it must be submitted and approved before any exterior finish or color is applied.

Section 5.10 Garages. No plain surface flat panel garage doors shall be allowed. All garages must have a service entry door that leads outside. Detailing of garage doors must be included in the submission package. Detached garages are not permissible unless connected to the main house with a breezeway and designed to be architecturally compatible with the main structure. A minimum door height of 8 feet and width of 10 feet is required. All overhead doors shall be kept closed when not in use. Carports are not permitted. Garages facing the street are discouraged but may be approved if no alternative exists based on the lot layout.

Section 5.11 Parking and Driveway. The minimum driveway width is 12 feet. A guest parking space is recommended. All driveways are required to be a minimum of 5 feet from the adjacent property line to allow for landscape materials. All driveway, walkway and parking areas shall be paver stones in styles and colors approved by the Board. No alterations may be made to installed pavers without approval of the Board.

Section 5.12 Service Courts. Each residence is required to have a walled service area for trash receptacles and equipment including HVAC equipment, pool equipment, propane tanks and generators. The wall shall screen such equipment from view so that same is not visible from adjacent lots or roads, shall be a minimum of 4 ft. in height, shall be constructed from material compatible with the house and where painted shall be painted the same color as the house. All service areas must be adjacent to the house and must adhere to property setback lines. Wood

service wall screening is not allowed. All interior service court area shall be paved with a hard surface material. The perimeter wall of the service court shall be screened by landscaping material approved by the Board.

Section 5.13 Roofs and Chimneys.

(a) The roof pitch of all houses shall be no less than 5/12 with steeper pitches encouraged when consistent with the architectural style. The Board encourages the use of gable and hip roofs to break up the expanse of the roof plane. Large featureless expanses of roof planes will not be accepted. Flat roofing is acceptable only in minor areas not to exceed 15% of the total roofing area. All roofing materials shall be of a material compatible with that of the main structure. All roofs are required to be concrete tile or an approved alternate that completely looks like concrete tile in a color and style approved by the Association at its sole discretion. All roofs shall be kept clean enough that no significant staining or mildew are present. All roofs shall be cleaned or pressure washed no later than the end of 2026 and then at least every 7 years thereafter. Lighter color roofs may require more frequent cleaning.

(b) The Board requires a minimum of a 16" overhang for all houses with a minimum 2 inch by 8-inch fascia treatment. A minimum of a 4-inch frieze board is recommended. Roof overhangs form an integral part of the architectural character and should be maximized wherever possible to shelter from both the sub-tropical sun and rain. All screened porches, pool enclosures, decks, etc. should be designed as an integral part of the main structure and compatible with the overall architectural style.

(c) Ornamental or decorative roof attachments such as weather vanes are prohibited unless approved by the Board prior to installation. All plumbing vent stacks and roof vents shall be painted to match the roof color. Wherever possible, vents shall be located away from the entry and front elevations. Flashing shall be copper whenever appropriate. All exposed flashing shall be painted to blend with surrounding materials.

(d) Solar energy collection equipment are permitted to be installed within the Property. If an Owner desires to install solar panels or other solar energy collection equipment, the Owner shall work with the Board to determine the location of the panels and equipment. Solar panels and equipment shall be situated so that they are not viewable from the Property's roadways, to the extent such location does not impair the effective operation of the solar panels and equipment. Gas fireplace vents through the roof are acceptable as long as they match other standard roof vent heights. If they exceed 24 inches then a chimney chase will be required.

(e) Chimneys can play a dominant role in the character of a home and shall be designed to be compatible with the architecture and color of the house. All exposed surfaces of chimneys should be of similar material to the main building material. Pre-fabricated metal fireplaces are acceptable within a residence however; the exposed metal flue must be totally covered with approved materials. All spark arresters must be screened from view by a chimney cap recommended by the fireplace manufacturer and approved by the Board.

Section 5.14 Metal. Any bare metallic surfaces such as vents, pipes, gutters, flashing, etc. should be painted in a manner harmonious with the general exterior architectural treatment of the building and should be located along the rear roof line whenever possible. This does not include exposed decorative metals such as copper roofs, etc.

Section 5.15 Windows and Doors. Areas with major door and window openings should be oriented to afford privacy while taking advantage of special views. Windows should be carefully proportioned and located to enhance both the exterior appearance and interior light quality and views. Windows and doorframes are to have anodized aluminum, vinyl or painted finishes. No sliding glass doors are to be visible from the main or side streets.

Section 5.16 Exterior Fireplaces. Where a fireplace is not part of the physical or internal structure of a home, it must be attached to a logical extension of the home such as the lanai, pool or patio area, or other Board approved locations. Standalone fireplaces or BBQ grills located elsewhere on a property and not attached to a logical extension of the home are not allowed, without the approval of the Board.

Section 5.17 Swimming Pools and Screen Enclosures. All pool construction on any residential parcel shall be subject to the Boards review and approval at its discretion as to size, location and elevation. The pool must be designed to be compatible and tie in with the architecture of the house. Screen enclosures shall be a maximum of one story in height unless building architecture requires a two-story enclosure and must be constructed within the building setbacks for that lot. No pool enclosures, playsets or other ancillary vertical structures that are over six feet (6') in height and visible from Marsh Landing Parkway may be located on the Marsh Landing Parkway Lots. No above ground pool or spa will be approved by the Board. All screen enclosures shall be charcoal or bronze in color. County building departments require that pools have a minimum four feet high fence, screen or barrier with self-closing, self-latching lockable gates. All access gates must be equipped to accommodate a locking device. Also, all fence, screen or barrier enclosures must be continually maintained so as to provide the protection of restricted and secure access to the pool area. Please refer to the county building department for current regulations.

Section 5.18 Mailbox. If central mailboxes are not used for the community, then all homes shall have an approved mailbox installed prior to final inspection by the Board.

Section 5.19 Basketball Goals, Game and Play and other Structures including such elements as trampolines etc. The design, color, material and location of all these elements must be approved by the Board prior to installation. Approval is at the sole discretion of the Board. Any approved installation must be maintained in a good condition at all times or it must be removed. None of these elements will be allowed on the Marsh Landing Parkway Lots.

Section 5.20 Flagpoles and Other Structures. Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State

of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag.

Section 5.21 Other Structures. All other vertical structures such as arbors, trellis, gazebos, water feature, etc. must be reviewed and approved by the Board prior to installation. NO structure shall extend forward beyond a line extending along the rear line of the house. All structures (other than swimming pools without screen enclosures) must be within the setbacks. No structure location will be approved on front or side yards. Submittals must include a site map showing the location of the structure location, house location, property lines and all setbacks.

Section 5.22 Pet Structures. Exterior pet shelters/structures will not be approved. Dog runs are allowed in the fully screened rear yard, if first approved by the Board but must be inconspicuous and tie in with the architecture of the house.

Section 5.23 Wells. Shallow wells are prohibited within the Property.

Section 5.24 Utility Connection. Building connection for all utilities, including but not limited to water, electricity, gas, telephone and television, shall be run underground from the proper connection points to the building structure and must meet applicable safety and regulatory requirements. Large above ground primary fuel propane tanks are not allowed. Small outdoor propane tanks for outdoor grills and small containers of flammable liquids are permitted providing they are out of sight of the street and adjacent properties. Fuel tanks and containers must meet all federal, state and local laws and safety requirements.

Section 5.25 Prohibited Activities. No trade, business, noxious or offensive activity, in the sole opinion of Declarant (until the termination of the Class B Membership and thereafter the Association) shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time, be used as a residence or enclosed and incorporated into a residence, except that Declarant and/or a builder buying lots from Declarant, with Declarant's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house cannot be sold or occupied by a tenant without the enclosed garage being converted to a garage with an approved garage door. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by Declarant or builder, with Declarant's prior approval, nor shall any structure of a temporary character be used as a residence. No changes in the elevation of any Lot shall be made which causes undue hardship to any adjoining property.

Section 5.26 Pets and Animals. No livestock or poultry of any kind shall be raised, bred or kept on any Lot. No household pets may be kept, bred or maintained for any commercial purposes. There shall not be more than a total of four (4) animals or pets of any type kept on any

one Lot. No wildlife shall be fed on or from any Lot, any Common Areas or the MLMA Parcel, as defined in Exhibit "B" attached hereto.

Section 5.27 Clotheslines. No clothes or laundry shall be hung or clotheslines erected in front yards or carports, or side yards of corner Lots adjacent to a street. All clotheslines shall be screened from street view.

Section 5.28 Parking of Wheeled Vehicles, Boats, Etc. No recreational vehicles, boats, travel trailers, motorized homes, campers, motorcycles, mopeds, trucks (other than pickup trucks) commercial vehicles, trailers of any kind, including, without limitation, vehicles in disrepair, may be kept or parked anywhere on a Lot. They may be so kept, if maintained completely inside a garage. No automobiles shall be parked overnight on the street. No trailers or mobile homes may be maintained or kept on any Lot except sales and construction trailers which must have the written consent of Declarant. Maintenance and repair of any type on a boat, trailer, or any type of motor vehicle may only be performed inside a building fully concealed from public view.

Section 5.29 Signs. No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed. Declarant or the Association may enter upon any Lot and summarily remove any signs which do not meet the provisions of this Section. Nothing contained in this Declaration shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining signs, entrance signage or other marketing items within the Property in connection with the sale of Lots, or marketing of the Property. Signs erected by Owners other than Declarant must comply with the following listed sizes, colors and limitations:

- a) Sign board size to by 9 inches by 12 inches.
- b) All signs shall be side mounted single post design.
- c) Sign colors are as follows:
 - i. Sign background: Dark Green
 - ii. Lettering: Beige
 - iii. Post: Dark Green
 - iv. Height of post: 4 feet above ground
- d) All signs must be removed upon rental or sale of house (accepted contract)

Section 5.30 Aerials, Antennas and Satellite Receptor Dishes. To the extent permitted by federal law, any exterior antenna is subject to approval by the Board as to location, number, height and placement. The visual impact shall be minimized to the extent possible when approved. Any satellite dish installation is subject to approval by the Board as to location and landscaping screening. Satellite dishes may not exceed 24 inches in diameter. Color must be dark grey or black. Roof mounted dishes may be permitted provided the dish is not visible from the street or surrounding area. A satellite dish mounted at ground level must not exceed 4 ft. in height and shall be completely screened from eye level view by dense landscaping except for the top one third of the dish as not to interfere with reception.

Section 5.31 Solar Equipment: The Board shall be provided with plans to show the location of any solar energy producing devices, which location is subject to its approval.

Section 5.32 Encroachments. Where a structure has been erected, or the construction thereof substantially advanced and is situated on any Lot or Lots as now platted or on any subdivided or replatted Lot in such manner that the same constitutes a violation or violations of the Covenants and Restrictions contained in this Declaration, Declarant shall have the right any time to waive such violation; provided, however, that Declarant shall waive only those violations which Declarant, in its sole discretion, determines to be minor.

Section 5.33 Window Air-Conditioning. No window air conditioning unit shall be installed on or in any building on a Lot.

Section 5.34 Firewood. All firewood shall be stored in a screened service area. Stored firewood must not be visible from the street or from adjacent property.

Section 5.35 Temporary Structures. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. Nothing contained in this Declaration shall prevent Declarant or any person designated by Declarant from erecting or maintaining Lots, model houses or other temporary structures as Declarant may deem advisable for development, construction, storage and sales or rental purposes.

Section 5.36 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic, except that during the course of construction upon Lots, the debris created by the builders shall not be required to be kept in closed containers but shall be kept in open construction roll on/off dumpsters which shall be emptied when full and removed at the completion of construction. All non-construction equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except from 6:00 PM on the day before on scheduled garbage pick-up days until the end of the scheduled pickup day.

Section 5.37 Sewage Disposal. Each owner of a Lot shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or sewage disposal unit shall be installed or maintained on any Lot.

Section 5.38 Lot Grading and Drainage: No land clearing, lot grading or drainage modifications shall take place prior to on-site review and approval by the Board. A Board inspection and approval is required prior to the installation of landscaping to confirm positive drainage. In order to avoid areas of standing water, home sites must be graded and drained to insure that run-off enters planned drainage areas. Prior to clearing and grading of any site the contractor shall install silt fencing and tree barricades. It shall be the responsibility of each individual lot owner to ensure that the lot is graded in accordance with the approved plans and permits for the unit in which the lot is situated. The owner/contractor is responsible for installing and maintaining catch basins and ADS pipe as required to achieve positive drainage and to maintain positive drainage between lots. Large areas of standing water are not permitted for long

periods and are the responsibility of the Owner. No portion of the property shall be increased in size by filling adjacent marshes, lakes or any other water-way. In addition:

- 1.) Filling around existing trees is not permitted.
- 2.) Newly planted trees should be raised to 18 inches minimum above grade to provide positive drainage and shall be gently graded to tie into existing or final grade.
- 3.) In order to prevent excess surface water from pooling behind any impervious bulkhead, lots adjacent to the bulkhead must be graded so as to spread surface water away from the bulkhead, allowing it to percolate into the soil.
- 4.) After final grading six inch minimum diameter ADS pipe and catch basins must be installed if required to provide positive drainage of the lot. The landscape plan shall include a conceptual drainage plan outlining the location of catch basins and pipes. Pipe shall tie in with existing or other underground drainage, lakes or marsh.
- 5.) The Owner is responsible for insuring that grading and drainage does not directly run-off to the adjacent properties.

Section 5.39 Emergency Electric Generator. Permanent emergency electric generators are allowed with Board approval. Generator installation must conform to current federal, state and local regulations. Sound dampening may be required if sound exceeds 85 dBA @ 1 m. Only underground fuel tanks are permitted and tank must be a minimum of 10 feet from any building and 10 feet from property line. Fuel tank, generator, piping and equipment shall not be installed within 6 feet of the utility easement. Generator must be installed a minimum of 5 feet from any door or window. All underground piping shall be a minimum of 18" in depth with tracer wire installed. Fuel tank installation shall be anchored and installed per tank manufacturer's guideline and FEMA. The generator housing shall be designed to prevent fumes from entering neighboring homes. A detailed plan must be submitted for review and approval.

Section 5.40 Property Maintenance. All lots including vacant lots and any improvements placed thereon and all property immediately contiguous to said lots along drainage ditches, marshes, easements and right-of-ways shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. Owners of improved lots shall maintain their lawns to the edge of the paving including any property located within the right-of-way. To implement effective control of this obligation the Association reserves the right for itself after ten days written notice to any lot owner to enter upon any lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Association detracts from the overall beauty and safety of the property. Such entrance upon a lot for such purposes shall not be a trespass. The Association may charge the owner a reasonable cost of assessment upon the lot for property maintenance. Failure to maintain the property may also subject the owner to fines or other enforcement action by the Association. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Owners are also required to maintain the condition of the exterior of the home and its roof so that they present a uniform color with no exposed, damaged or rotted wood showing thru the paint and no damaged roofing.

Section 5.41 Demolition. Board approval is required before any demolition work is started. Approval for demolition will typically NOT be granted except as a part of a reconstruction, remodel or restoration.

ARTICLE VI

ARCHITECTURAL AND LANDSCAPE CONTROL

NOTICE: THIS ARTICLE VI MAY NOT BE SUBSTANTIVELY AMENDED IN A MANNER MATERIAL AND ADVERSE TO MLMA AND INCONSISTENT WITH THE ARCHITCTURAL GUIDELINES OF MLMA, WITHOUT PRIOR WRITTEN APPROVAL OF MLMA IN ACCORDANCE WITH SECTION 10.4 BELOW

Section 6.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, **fence, wall**, sign, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Board or the Board's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Board. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Board and no plan or specification shall be deemed approved unless a written approval is granted by the Board to the Owner submitting same. The Board shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Board to the Owner submitting same.

In addition to the foregoing, no initial construction shall be commenced upon any Lot unless and until the plans, specification and location of the same have been submitted to, and approved by, Declarant (or Declarant's successor or assignee) in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to initial construction by Declarant from time to time.

Section 6.2 Review Procedures. The Board shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VI.

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Board which shall be applicable to the Property. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article. The Board may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Board.

(e) To require each Owner to deposit a reasonable sum with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article VI. The deposit amount for new construction shall be \$5,000, but may be modified from time to time by the Board in the Board's sole discretion.

To assign to a designee, all or any portion of the Board's rights of architectural review as reserved by this Article.

Section 6.3 Limited Liability. IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DECLARANT AS CONTEMPLATED BY THIS ARTICLE VI, THE DECLARANT, THE BOARD, THEIR DESIGNEES OR THE ASSOCIATION SHALL NOT BE LIABLE TO ANY 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, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS, WHETHER GIVEN, GRANTED OR WITHHELD BY THE DECLARANT, THE BOARD, THEIR DESIGNEE, OR THE ASSOCIATION.

ARTICLE VII

EASEMENTS, UTILITIES AND OBLIGATIONS

Section 7.1 Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation of the Stormwater Management System located in the Property and within the MLMA Parcel. The Association shall be bound by and shall comply with the requirements of the Drainage Easement and the cost thereof shall be assessed to the Owners as a common expense. Any repair or reconstruction of the Stormwater Management System shall be as permitted or if modified as approved by the St. Johns River Water Management District. The Association shall and does hereby agree to accept assignment of any and all permits related to the Stormwater Management System and shall be bound to abide by all of the conditions imposed in such permit(s).

Section 7.2 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including Buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 7.3 [Intentionally Deleted]

Section 7.4 Assignment of Maintenance Obligations. This Declaration cannot be terminated to extinguish the Association's obligation to maintain the Lakes, any stormwater treatment system and any mitigation areas unless adequate provision for transferring this obligation to the then Owners of the Lots subject to the easement on a prorata basis is made and said transfer of obligation is permitted under the then existing requirements of the St. Johns River Water Management District or its successors and St. Johns County or any other governmental body that may have authority over such transfer of obligation.

Section 7.5 Indemnification. In connection with the platting of the Property Declarant assumed certain obligations in connection with the maintenance of the water in the Lakes (as defined below). Declarant hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the Lakes by Declarant under the plat. The Association further agrees that subsequent to the termination of the Class B Membership it shall indemnify and hold Declarant harmless from suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage or any

other damage arising from or out of occurrence in, upon, at or from the maintenance of the Lakes, occasioned wholly or in part by any act or omission of the Association or its agent, contractor's, employees, servants or licensees, but not including any such liability occasioned wholly or in part by acts of Declarant, its successors, assigns, agents or invitees.

Section 7.6 Utility Easements. A perpetual, nonexclusive alienable and releasable easement is hereby reserved to Declarant, the Association and their successors and assigns, over, under and above a ten (10) foot strip at the rear of each Lot and over, under and above a five (5) foot strip at the side lot lines described herein and also over, under and above those easements shown on the recorded plat of the Property for the construction, installation and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot or Lots subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by, through or under any such purchaser shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot or Lots subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Declarant, its successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Declarant, its successors and assigns, shall not pass from Declarant, its successors and assigns, by deed conveying any of said Lots but shall exist and continue in Declarant, its successors and assigns, only or in those persons or corporations to whom Declarant, its successors and assigns, shall have expressly conveyed said easements and rights. Declarant shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance.

Section 7.7 Easement for Maintenance Purposes. Declarant hereby reserves for itself, the Association and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 7.8 Fencing. Declarant reserves to itself and the Association an easement over all Lots to access, install, maintain, repair and replace the Property's perimeter walls and fencings

and any interior walls and fencing. The Association or Declarant may install the perimeter walls and fencing for the Property within the MLMA Property (in locations approved by MLMA) or within the fence and wall easements depicted on the Plat. This reservation also allows, but shall not be deemed to require, the Association or Declarant to install interior fencing along any Lot boundary lines. In the event the Association or Declarant causes a fence to be located on a Lot, then the owner of such Lot shall be prohibited from erecting an additional fence, or modifying the fence constructed by the Association or Declarant. The Association shall be responsible for the costs to maintain, repair and replace the perimeter fence. No modification to any walls or fencing may be made without approval of the Board.

Section 7.9 Landscaping. Declarant reserves to itself, the Association, and their respective successors and assigns an easement the Property to access, maintain, repair and replace the irrigation system, landscaping and lawns of such Lots as contemplated in Section 5.5 above.

Section 7.10 Irrigation Well. Declarant reserves for itself and the Association an easement over the Property to install, operate, repair and replace a common well and a well water loop. Declarant or the Association may elect to install a common well to irrigate the Common Area and landscaping in the ML Parcel. No other wells may be installed by Owners within the Property. If a common well is installed, each Owner shall tap into such well to supply irrigation water to such Owner's Lot. Each Owner shall be required to pay a one-time tap fee (in an amount to be determined). The Association shall maintain the well and well water loop in good working order and repair and the costs to maintain, repair and replace such well and well water loop shall be paid by the Association as a common expense to be funded by the assessments collected from all Owners.

Section 7.11 Building Eaves. As to any easements reserved or granted to Declarant or the Association by this Declaration, the Plat or by any other instrument, it shall not be deemed a violation or encroachment into such easement if an eave from a home crosses the boundary of such easement so long as the home itself does cross the boundary of such easement.

ARTICLE VIII

EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area, or any improvement located thereon, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but shall not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Any exterior

maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX

USE RESTRICTIONS AND RIGHTS AND

EASEMENTS RESERVED BY DEVELOPER

Section 9.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 9.1. Such Lots may be used for model homes during the development and sale of Lots within the Property or any property intended by Declarant to become subject to the terms of this Declaration, and commercial uses shall be limited to those uses that are expressly authorized in writing by the Association, in its sole discretion. No Lot shall be divided, subdivided, reduced in size or combined with another Lot without the prior written consent of Declarant. Assessments for common expenses attributable to any Lot which may be subdivided or combined pursuant to this Section 9.1 shall be reallocated by Declarant, in its sole discretion, at the time written consent for such subdivision is given by Declarant.

Section 9.2 **Lot Coverage and Living Area.** The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots and the minimum square footage of heated and air-conditioned space within single family residences to be constructed thereon shall be as stated in the architectural criteria adopted by Declarant or the Association as applicable.

Section 9.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Association. However, this paragraph shall not prevent use of construction trailers by Declarant or any designee of the

Section 9.4 **Setbacks.** The building setbacks applicable to the Lots and the method of measurement thereof shall be as stated in the architectural criteria adopted by Declarant or the Association, as applicable.

Section 9.5 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot or within any other parking space within the Property, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot or within any such parking space, except within a building, or otherwise screened, so as to be totally isolated from public view. Four-wheel

passenger vehicles must be placed, parked or stored only on the Owner's driveway or within a garage and not on any other portion of a Lot or other parcel within the Property. No parking of any vehicles, boats, trailers or equipment of any description shall be permitted on any vacant Lot. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of Declarant and in an area designated by Declarant.

Section 9.6 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, radio, cable or internet reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 9.7 Antenna. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of Declarant in accordance with architectural criteria imposed by Declarant or the Association from time to time.

Section 9.8 Lakes. Only Declarant, the Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Property for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. Declarant, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article IV of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by Declarant. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Property. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 9.9 Insurance and Casualty Damages. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 9.10 Trees. Except in connection with the initial development of Property by Declarant, no tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Association.

Section 9.11 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association.

Section 9.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent Declarant, or any person designated by it from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Declarant may deem advisable for development purposes. Declarant and/or its designee(s) shall specifically have the right to operate a model home within the Property until the final Lot is sold to retail home purchasers.

Section 9.13 Lighting. No lighting shall be permitted which alters the residential character of the Property.

Section 9.14 Animals. Dogs, cats and other household pets shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. By rule adopted by the Board from time to time, the Board may specify the maximum number and/or sizes of dogs, cats and other pets which may be kept on any Lot.

Section 9.15 Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and adjacent Limited Common Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article IV hereof. During construction of the dwelling or other improvements, the Owner will be required to maintain his/her Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. By rule adopted by the Board from time to time, the Board may specify the location for construction entrances and routes through the Property which shall be used by all parties participating in construction activities within the Property. Further, by rule adopted by the Board from time to time, the Board may specify exclusive locations for concrete washouts and similar uses occurring in connection with all such construction activities.

Section 9.16 Fences. Except as approved by Declarant, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 9.17 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his/her Lot.

Section 9.18 Sidewalk Construction. Each Owner of a Lot who shall construct a Residential Dwelling Unit on such Lot shall construct any required sidewalk on or at the front of such Lot, as required by and in accordance with the applicable subdivision construction plans submitted to and approved by St. Johns County, Florida. Any such sidewalk shall be completed prior to the issuance of a certificate of occupancy for any home constructed upon such Lot.

Section 9.19 Prohibition against Garage Sales. Without the prior written consent of the Association, no garage sales, yard sales or estate sales, which include the sale of household type items or furnishings displayed on the driveway, yard or in the garage shall be permitted on any Lot or Limited Common Area appurtenant thereto.

Section 9.20 Rental Restrictions. No Lot may be leased to any party for a term which is less than twelve (12) months without the consent of the Board. If a Lot is leased, the Owner of such Lot shall provide notice to the Association. Such notice shall set forth the identity of the Lot, the name of the Owner, the dates and term of the rental and the identity of the parties that will occupy or use the Lot. For purposes of this Section: (i) the term "Lot" means and includes all or any part of a Lot or any dwelling unit located thereon, (ii) the term "lease" or "leased" means and includes any arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other similar agreement, whether oral or written, and (iii) renewal

rights shall not be included in the determination of the term of a lease. All leases shall be in writing and shall state the term thereof (a "Lease Document"), and the Association shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to said requirements. An Owner shall supply a copy of a Lease Document to the Association within five (5) business days upon receipt of such request. Upon violation of any provision of this, the Association may impose a fine of \$100.00 against an Owner, or any tenant, guest or invitee of such Owner for each day such violation continues, to a maximum fine of \$5,000 for each violation. The Association shall be entitled to a lien upon such Lot with respect to any such fine. The foregoing provisions shall not preclude, limit or impair the rights of a party to enforce these covenants under other sections hereof, or to pursue any other remedies available at law or in equity.

Section 9.21 Community Use Rules. As part of maintaining a high quality of life in the community property owners are entitled to enjoy their property without being subjected to undue annoyances. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. The Rules attached as Exhibit "C" are the initial Rules of the Association and are subject to revision and additions with a majority vote of the Board.

ARTICLE X **GENERAL PROVISIONS**

Section 10.1 Enforcement. The Association shall have the right to impose fines and suspensions and to enforce by any proceeding at law or in equity all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration to the fullest extent allowed under HOA Act. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything herein to the contrary, Association acknowledges for itself and each Owner of any portion of the Property that MLMA is an intended third party beneficiary of this Declaration with respect to Article V and Article VI and the covenants set forth therein, and as such, Association covenants to MLMA that it will enforce the covenants set forth in Article V and Article VI of this Declaration. Additionally, MLMA shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to Article V and Article VI, and it shall be the Association's responsibility to assist MLMA in any such enforcement proceedings. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the St. Johns River Water Management District, and it shall be the Association's responsibility to assist the St. Johns River Water Management District in any such enforcement proceedings. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this Section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law. In addition to all other

remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his/her guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section 10.7. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. Any such fines may exceed an aggregate of One Thousand Dollars (\$1,000). A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section 10.7 shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.3 Declarant Reservation. Declarant (for so long as it is a Class B Member) reserves and shall have the right without the approval or consent of any person:

(a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) to amend this Declaration for the purpose of curing any scrivener's error and any ambiguity in or any inconsistency between the provisions contained herein;

(c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants and restrictions herein contained;

(d) to release any Lot from any part of the covenants and restrictions which have been violated if Declarant, in its sole judgment, determines such violation to be a minor or non-adverse violation; and

(e) to amend this Declaration pursuant to the requirements of the Veterans Administration, Federal National Mortgage Association, its successors and assigns St. Johns River Water Management District, or such similar institutions or associations, without further consent of any of the Owners and all Owners acknowledge that such amendments shall be binding upon and shall constitute covenants running with the land irrespective of the date of amendment.

Section 10.4 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, Declarant, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding a majority of the total votes of the Association may alter, amend or terminate these covenants. Notwithstanding the foregoing, there shall be no substantive amendment to Article V or Article VI or this Section 10.4 hereof that is material and adverse to MLMA or the Marsh Landing at Sawgrass subdivision or which is inconsistent with the current provisions of the architectural guidelines of MLMA, unless such amendment is approved by 2/3 of the MLMA members present, in person or by proxy, at a duly called meeting at which a quorum of thirty percent (30%) of the voting interests has been attained. If the Association intends to amend Article V or Article VI hereof in a manner that is material and adverse to the Marsh Landing at Sawgrass subdivision and which is materially inconsistent with the current provisions of the architectural guidelines of MLMA, the Association shall deliver notice of such amendment to MLMA, provided, such approval shall not be unreasonably denied, delayed, conditioned or withheld. MLMA shall have ninety (90) days to review and approve such amendment. If MLMA fails to reject or approve the amendment within ninety (90) days after delivery of notice of such amendment, the amendment shall be deemed approved and the recorded amendment shall include

a certificate or affidavit from an officer of the Association that notice was given as required under this Section 10.4, but that no response was received within ninety (90) days.

Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System or the Permits, beyond maintenance in its original condition, including the water management portion of the Common Areas and the MLMA Parcel, must have the prior written approval of the St. Johns River Water Management District. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the St. Johns River Water Management District or its successors and St. Johns County, Florida, or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the St. Johns River Water Management District. Any amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the public records of St. Johns County, Florida.

Section 10.5 Assignment of Permit Responsibilities and Indemnification. In connection with the platting and development of the Property, Declarant assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the St. Johns River Water Management District permit. Declarant hereby assigns to the Association, and the Association shall be solely responsible for, all of Declarant's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees

Section 10.6 Attorneys' Fees. In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to be reimbursed for all costs including, without limitation, attorney's fees at trial or on appeal. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

[remainder intentionally left blank]

IN WITNESS WHEREOF, Declarant and MAH have set their hand and seal this 26th day of February, 2020.

Signed, sealed and delivered in
our presence:

DECLARANT:

Debbie von Berner
Printed Name: Debbie von Berner

GMA
Printed Name: Ginny McDonald

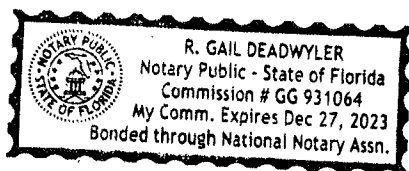
QUADRILLE PARTNERS, LTD., a
Florida limited partnership

By: QUADRILLE, LLC, a Florida limited
liability company, its General Partner

By: _____
Name: Donis P. Horne, Sr.
Its: Member

STATE OF Florida
COUNTY OF St. Johns

The foregoing Agreement was acknowledged before me by ☒ physical presence or ☐ online notarization, this 26th day of February, 2020, by Donis P. Horne, Sr., as Member of QUADRILLE, LLC, a Florida limited liability company, the general partner of QUADRILLE PARTNERS, LTD., a Florida limited partnership, on behalf of the partnership.



R. Gail Deadwyler
Notary Public, State of _____
Print Name: _____
Commission # _____
My Commission Expires: _____
He/she is: [check one]:
Personally known ☒ _____
OR Produced I.D. _____
Type of Identification Produced _____

MAH:

Signed, sealed and delivered
in the presence of:

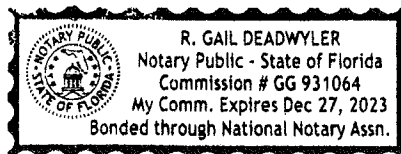
Debbie von Bern
Print Name: Debbie von Bern
Jaye Faison
Print Name: Jaye Faison

MARCUS ALLEN HOMES, INC., a Florida
corporation

By: [Signature]
Name: Mark A. Refosco
Its: VICE PRESIDENT

STATE OF FLORIDA }
COUNTY OF St. Johns } SS

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 26th day of February, 2020, by Mark A. Refosco, the Vice President of **MARCUS ALLEN HOMES, INC.**, a Florida corporation, on behalf of the corporation.



[Signature]
(Print Name R. Gail Deadwyler)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known ☒
or Produced I.D. _____
Type of Identification Produced _____

EXHIBIT "A"
Property

A part of the heirs of Thomas Fitch Grant, Section 40, Township 3 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a Point of Beginning commence at a point of cusp forming the intersection of the Easterly right of way line of Marsh Landing Parkway (formerly T.P.C. Boulevard North) as established by "Marsh Landing at Sawgrass Unit One" as recorded in Map Book 14, pages 71 through 74 of the public records of said County, with the Northwestern right of way line of Solana Road, Count Road No. 210-A, as now established as a 66 foot right of way; thence North $57^{\circ}15'08''$ East along said Northwestern right of way line of Solana Road, a distance of 836.35 feet; thence North $41^{\circ}42'16''$ West, a distance of 227.60 feet; thence North $02^{\circ}03'06''$ West, a distance of 114.90 feet; thence North $53^{\circ}01'23''$ West, a distance of 148.83 feet; thence South $68^{\circ}29'04''$ West, a distance of 603.24 feet to a point on the aforementioned Easterly right of way line of Marsh Landing Parkway; thence Southerly along said Easterly right of way line the following five courses: 1) South $25^{\circ}37'37''$ East, a distance of 133.69 feet; 2) Southerly along the arc of a curve concave Westerly having a radius of 290.00 feet an arc distance of 305.29 feet, said arc being subtended by a chord bearing of South $07^{\circ}55'20''$ East, and a chord distance of 291.39 feet to the point of tangency of said curve; 3) South $22^{\circ}14'12''$ West, a distance of 73.64 feet to the point of curvature of a curve concave Easterly having a radius of 135.00 feet; 4) Southerly along the arc of said curve an arc distance of 116.46 feet, said arc being subtended by a chord bearing of South $02^{\circ}28'36''$ East, and a chord distance of 112.88 feet to a point of compound curvature; 5) Southeasterly along the arc of a curve concave Northeasterly having a radius of 40.00 feet an arc distance of 66.71 feet, said arc being subtended by a chord bearing of South $74^{\circ}58'07''$ East, and a chord distance of 59.24 feet to a point of cusp and the Point of Beginning

EXHIBIT "B"

MLMA Parcel

A PART OF THE HEIRS OF THOMAS FITCH GRANT, SECTION 40, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF MARSH LANDING AT SAWGRASS UNIT TEN AS RECORDED IN MAP BOOK 20, PAGES 101 THROUGH 107 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINES OF MARSH LANDING AT SAWGRASS UNIT TEN THE FOLLOWING FOUR COURSES: 1) N.05°54'22"W. A DISTANCE OF 150.07 FEET; 2) N.39°55'40"W. A DISTANCE OF 119.97 FEET; 3) N.65°41'10"W. A DISTANCE OF 182.16 FEET; 4) N.05°42'38"E. A DISTANCE OF 100.50 FEET TO THE SOUTHEAST CORNER OF MARSH LANDING AT SAWGRASS UNIT TWENTY-TWO AS RECORDED IN MAP BOOK 25, PAGES 23 THROUGH 27 OF THE AFORESAID PUBLIC RECORDS; THENCE WESTERLY, ALONG THE SOUTHERLY LINES OF SAID MARSH LANDING AT SAWGRASS UNIT TWENTY-TWO, THE FOLLOWING FOUR COURSES: 1) N.83°36'54"W. A DISTANCE OF 156.80 FEET; 2) S.74°06'19"W. A DISTANCE OF 247.97 FEET; 3) S.53°29'18"W. A DISTANCE OF 229.55 FEET; 4) S.85°22'02"W. A DISTANCE OF 85.21 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MARSH LANDING PARKWAY; THENCE S.02°20'31"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 176.69 FEET; THENCE N.68°29'04"E. A DISTANCE OF 603.24 FEET; THENCE S.53°01'23"E. A DISTANCE OF 148.83 FEET; THENCE S.02°03'06"E. A DISTANCE OF 114.90 FEET; THENCE S.41°42'16"W. A DISTANCE OF 227.60 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOLANO ROAD, COUNTY ROAD NO. 210A; THENCE N.57°15'00"E. A DISTANCE OF 89.66 FEET; THENCE N.05°54'22"W. A DISTANCE OF 19.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"
Initial Rules

1. Nuisances: Nothing shall be done on any portion of Property that may be or become a nuisance or annoyance to residents. Examples are interference with the operation of the entry gates; barking dogs, creating loud sound. The Association has the authority to decide what constitutes a nuisance.
2. Construction and Worker Hours: The Association limits the days and hours that construction and other service work can be performed. No work is permitted on Sundays and major holidays (New Years Day, Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving, Christmas). Monday thru Fridays the allowable hours are from 7am to 6pm. During daylight savings time the hours are 7am to 7pm. On Saturday the allowable hours are 8am to 5pm.
3. Pets: Loose animals, barking dogs and animal waste are considered nuisances by the association. Owners shall keep their cats, dogs and other domestic pets under control at all times. All animals shall be on a leash when not on the Owner's Lot.
4. Solicitations, Yard and Estate Sales and Open Houses: Solicitations and yard sales are prohibited. Estate sales and Open Houses are prohibited without written approval and an agreement to comply with the rules provided.
5. Parking: No parking is allowed on grass, sidewalks or common areas of Quadrille. Additionally, parking of any vehicle on the road between 1am and 6am is prohibited unless approved in writing by the association and then only if extenuating circumstances contributed to the need.
6. Golf carts: All golf cart operators must carry a valid drivers license. Parents are responsible to ensure their underage children do not drive golf carts. Each person in the golf cart must be seated. If operating at night the cart must have head lights and tail lights.
7. Gate Entry: Gate Entry for residents and their approved frequent visitors should be by RFID to facilitate quick access. There will be a one time initial charge to enroll in RFID and an annual renewal charge.